

5:15 p.m. Committee of the Whole Work Session - New Fire Station #2.

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
 - a. Regular Meeting of August 14, 2018.
 - b. Pre-Council Meeting of August 27, 2018.
2. Approval of the Accounts Payable Register of August 28, 2018 as presented.
3. Authorize the purchase of 12 vehicles and pieces of equipment as noted through the State of Michigan MiDEAL and Sourcewell (formerly National Joint Powers Alliance) purchasing programs at a total cost of \$980,201.09 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.
4. Approve the Final Plan for Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre Avenue, subject to MDEQ approval of the storm water discharge and finalization of the detailed engineering plans related to the underground utilities (storm sewer, water and sanitary sewer).
5. Approve the Preliminary Condominium Subdivision for Pennridge Trail (Phase I), 1722 and 1800 West Osterhout Avenue, subject to submittal of detailed engineering plans for streets, utilities and storm water as outlined in the August 10, 2018 Department of Community Development staff report.
6. Approve the Final Condominium Subdivision for Copperleaf Phase III, 3800 West Milham Avenue and 5710 Angling Road, subject to:
 1. completion of sidewalks and street trees by November 2020, and
 2. amendment of Association Bylaws to include Phase III Maintenance and Indemnification agreements between the association and the City of Portage.
7. Adopt a refunding bond resolution authorizing limited tax pledge to payment of the Downtown Development Limited Tax Refunding Bonds, Series 2018.
8. Minutes of Boards & Commissions:
 - a. Zoning Board of Appeals for June 11, 2018.
 - b. Planning Commission of August 2, 2018.
9. Materials Transmitted.

- * 10.
 - 1. Approve Contract #2018-0770 between the Michigan Department of Transportation and the City of Portage for the completion of the Zylman Avenue Reconstruction Project;
 - 2. Approve Contract #2018-0771 between the Michigan Department of Transportation and the City of Portage for the completion of the Realignment of Lovers Lane north of Ramona Avenue Project;
 - 3. Approve Contract #2018-0772 between the Michigan Department of Transportation and the City of Portage for the completion of the Reconstruction of Idaho Avenue from Oregon to South Westnedge Avenue Project;
 - 4. Adopt Resolutions authorizing the City Manager to sign Contracts #2018-0770, #2018-0771 and #2018-0772; and

authorize the City Manager to sign all other documents related to these projects on behalf of the city.

B. Petitions and Statements of Citizens:

C. Communications:

1. Calendar of Meetings:

- Historic District Commission, Wednesday, September 5 at 8:15 a.m., City Hall Room #2.
- Park Board, Wednesday, September 5 at 6:30 p.m., Westfield Park.
- Human Services Board, Thursday, September 6 at 6:30 p.m., City Hall Room #1.
- Planning Commission, Thursday, September 6 at 7:00 p.m., Council Chambers.
- Zoning Board of Appeals, Monday, September 10 at 7:00 p.m., Council Chambers.

2. Communication from the Mayor recommending that City Council convene the City Manager Salary Review / Evaluation Committee and request a recommendation no later than November 6, 2018 as to compensation for the contract year.

D. Public Hearings:

E. Regular Business Agenda:

F. Unfinished Business:

- 1. Take no action at this time concerning the August 14, 2018 recommendation that City Council approve an increase to the contract with Williams Architects of Itasca, Illinois, in the amount of \$276,500 for architectural services for Fire Station No. 2.

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.

CITY COUNCIL MEETING MINUTES FROM AUGUST 14, 2018

The Regular Meeting was called to order by Mayor Randall at 7:00 p.m. At the request of Mayor Randall, the Deputy City Clerk called the roll with the following members present: Councilmembers Chris Burns, Richard Ford, Lori Knapp, Claudette Reid, Terry Urban, Mayor Pro Tem Jim Pearson and Mayor Patricia Randall. Also in attendance were City Manager Larry Shaffer, City Attorney Randy Brown and Deputy City Clerk Erica Eklov.

At the request of Mayor Randall, Chaplain Ken Hovenkamp of the Portage Public Safety Chaplain Program provided the invocation and, following the invocation, City Council and the audience recited the Pledge of Allegiance.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Reid removed Items A.6 and A.9. Councilmember Burns removed Item A.4.

Motion by Reid, seconded by Knapp, to approve the Consent Agenda, with the exception of Items A.4, A.6 and A.9, as presented. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF MINUTES: Motion by Reid, seconded by Knapp, to approve the Committee of the Whole Meeting Minutes of July 24, 2018; Regular Meeting Minutes of July 24, and Pre-Council Meeting Minutes of August 13, 2018. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF AUGUST 14, 2018: Motion by Reid, seconded by Knapp, to approve the Accounts Payable Register of August 14, 2018. Upon a roll call vote, motion carried 7 to 0.

REPLACEMENT OF CITY HALL EXTERIOR WINDOWS, DOORS AND SKYLIGHTS: Motion by Reid, seconded by Knapp, to award a construction contract to the sole bidder, Forman Glass, of Kalamazoo, Michigan, in the amount of \$273,000 for the removal and replacement of the City Hall exterior windows, doors and skylights. Upon a roll call vote, motion carried 7 to 0.

PUBLIC SERVICES BUILDING PARKING LOT ASPHALT OVERLAY: Motion by Reid, seconded by Knapp, to award a contract in the amount of \$76,512.60 to J. Allen & Company for the Department of Public Services parking lot asphalt overlay and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

2018/2019 PORTAGE SENIOR CENTER BUS TRIPS: Motion by Reid, seconded by Knapp, to approve the bid from Gail Andrus Travel, LLC, for motor coach services for the late 2018 and 2019 Portage Senior Center travel program in the amount of \$42,187 and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

PUBLIC SAFETY RETENTION SCHEDULE: Motion by Reid, seconded by Knapp, to adopt a resolution to rescind the current City of Portage Records Retention Schedule 13 for the Department of Public Safety and replace the retention schedule with the State of Michigan General Schedule 11 for Law Enforcement Agencies. Upon a roll call vote, motion carried 7 to 0.

NEW FIRE STATION #2 AGGREGATE PIERS CONTRACT: Motion by Reid, seconded by Knapp, to award a contract in the amount of \$115,000 to Hayward Baker, Inc., for the installation of

aggregate piers in the new Fire Station #2 and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

MICHIGAN MUNICIPAL LEAGUE ANNUAL MEETING: Motion by Reid, seconded by Knapp, to authorize the City Manager to attend the Michigan Municipal League Annual Convention and cast the vote on behalf of the City of Portage. Upon a roll call vote, motion carried 7 to 0.

MINUTES OF BOARDS AND COMMISSIONS: Motion by Reid, seconded by Knapp, to receive the Senior Citizens Advisory Board minutes of June 20, 2018 and the Historic District Commission minutes of July 11, 2018. Upon a roll call vote, motion carried 7 to 0.

STATEMENTS OF CITIZENS: Dr. Romeo Phillips, 1983 Brighton Lane, spoke regarding his concerns over the deer population in the area. He asked for cooperation between the City of Portage, City of Kalamazoo and Kalamazoo County on efforts to remediate the deer. He also noted that Lieutenant Colonel Alexander Jefferson, a former member of the Tuskegee Airmen of World War II, will be visiting the community on March 8, 2019 to visit and speak at a Portage event, which may also include both high school choirs. Lieutenant Colonel Jefferson will be attending to speak on his time in World War II, as well as his book "Red Tail Captured, Red Tail Freed." Dr. Phillips noted he has been discussing this event with the City Manager and invited all of Council to attend.

Councilmember Ford asked Dr. Phillips if he has talked with the Air Zoo regarding Lieutenant Colonel Jefferson's visit. Dr. Phillips replied that he's confirmed that the City Manager has agreed to contact the Air Zoo regarding the event on Dr. Phillips' behalf. Further, Dr. Phillips plans to invite the local state and federal officials to the event as well.

Mayor Randall invited Portage Police Lieutenant Steve Clark, who was in attendance with his family, to speak and introduce the family's Korean exchange student from the 4H Ambassador Program. Lieutenant Clark introduced Jay Wu and described several area visits to local attractions that he and his family had taken Mr. Wu and highlighted the benefits of the 4H program, urging everyone to host an exchange student. Lieutenant Clark thanked City Manager Shaffer and Mayor Randall for discussing the local government aspect with Mr. Wu prior to the meeting.

COMMUNICATIONS:

CALENDAR OF MEETINGS: At the request of Mayor Randall, Deputy City Clerk Eklov read the meeting schedule for the record. Motion by Burns, seconded by Reid, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

CORA & EMILY LIFT STATION RENOVATIONS: Mayor Randall began by asking Councilmember Burns to explain removing the Cora & Emily Drive Lift Station item from the Consent Agenda. Councilmember Burns explained that he would like an explanation as to why the lowest bidder was not selected for the project, as well as have the explanation of the selection on record. City Manager Shaffer explained that, despite Abonmarche being the second lowest bidder, the firm was selected due to the wealth of experience and full understanding of the scope of the project as compared with the lowest bidder. Councilmember Burns thanked him for his response and offered the motion to award an engineering services contract for the Cora & Emily Lift Station Renovations to Abonmarche Consultants, Inc., in the amount not to exceed \$107,660 and authorize the City

Manager to execute all documents related to the contract on behalf of the city. Seconded by Knapp; upon a roll call vote, motion carried 7 to 0.

PROFESSIONAL SERVICES CONTRACT - SENIOR CENTER FUNDRAISING: Mayor Randall introduced the item and asked Councilmember Reid to explain why she had removed the item from the Consent Agenda. Councilmember Reid replied that she would like a statement from the City Administration on the plan for the Senior Center project, as well as a timeline in relation to the \$75,000 cost for the contract. City Manager Shaffer noted that prior efforts to take millages for funding upgrades to the Portage Senior Center to citizens had previously failed. City Manager Shaffer commented that the prior history of those failed millages combined with the continued need of current Senior Center users to have a larger building with expanded programs has the City Administration following requests from both the Friends of the Portage Senior Center Board and the Senior Citizens' Advisory Board to move forward with new concepts, estimates and proposals in an effort to ensure a new center for the future and long-term use. City Manager Shaffer relayed that there have been evaluations on the cost of renovation of the current Senior Center building versus construction of a new center and the minimal difference between the costs makes a new building more practical. City Manager Shaffer confirmed that the next step is figuring how to fund the project and he explained that Hopkins Consulting was contracted based on prior successful fundraising projects in the area. City Manager Shaffer commented that the initial contract with Hopkins was to perform inquiries and interviews with key community individuals regarding the Portage Senior Center and that based on the results of Mr. Hopkins' initial interviews, as well as promised donations, he would like to pursue the Portage Senior Center project through community donation initiatives and to do so now while interest is high. City Manager Shaffer noted the Administration's desire to pursue the Hopkins firm based on its prior success record and also wants Mr. Hopkins to negotiate, as well as track any potential benefactor requests or stipulations. He noted that these would also be brought back to Council at a later date as part of determining next steps on the project. City Manager Shaffer highlighted the presence of Senior Center Manager Kim Phillips in the audience in order to answer any additional questions.

Councilmember Reid replied that she recognized the need for the Portage Senior Center to expand but wants the city to be open about plans to have the building available as a community space, as well as the Senior Center. Councilmember Reid motioned to approve the proposed contract with the addition of the words "Community Center".

Mayor Pro Tem Pearson noted that the City Manager stated any next steps regarding the project will come back to Council for review and approval before moving forward. He inquired with City Attorney Brown whether inclusion of a community center aspect in the motion changed the next steps legally. City Attorney Brown responded that the contract with Hopkins Consulting, which is the item on the agenda for City Council approval, did not concern that aspect and would not affect the approval.

Mayor Randall noted her position on the City Council Portage Senior Center sub-committee and previous positive discussions she has had with Mr. Hopkins. Mayor Randall further noted her campaign pledge to work on a new Senior Center and her recent, as well as upcoming meetings with large area employers to discuss supporting the project. Mayor Randall noted that donors may dictate certain aspects of the project, but she does not have concerns moving forward. She highlighted the City Council subcommittee's unanimous vote to move forward. She highlighted Mr. Hopkins' 95 percent success rate, especially with local area projects and stated that she does not support modifying the agenda motion at this time.

Councilmember Ford commented that he does not have a preference whether the project at this stage is currently Portage Senior Center or Community Center. He did note that this is one of

the riskier ventures the city has recently pursued with regard to the \$75,000 contract but commented that the various entities interviewed so far show unanimous support and the level of community interest at this time is strong.

Mayor Pro Tem Pearson commented that he is happy to support an altered motion with the reassurances of the City Attorney that it would not affect moving forward with the proposal.

Councilmember Knapp commented that she is also happy to support the altered motion in light of the City Attorney's reassurances and further noted that examination and research of the community base is needed at this time no matter what to determine the approach and next steps for the Portage Senior Center.

Mayor Randall questioned City Attorney Brown should the scope of the Senior Center proposal be widened to a Community Center now could that endanger existing pledges from initial interviews due to a change in what was previously presented. The City Attorney opined that he believed modifying the project scope at this point does not affect verbal pledges.

Mayor Pro Tem Pearson offered an amendment to Councilmember Reid's motion to include the word "project" so as to read "Portage Senior Center Project." Discussion followed to clarify the motion versus the contract.

Councilmember Reid commented that she could not support the proposed modification to her motion as her purpose was to hopefully broaden the fundraising possibilities by including a Community Center aspect in the scope.

Councilmember Ford proposed language for another modified motion and discussion followed on which motion was currently on the floor. Mayor Pro Tem Pearson withdrew his motion as Councilmember Reid's motion remained for a vote.

Councilmember Reid re-stated her motion with a slight modification to award a professional services contract in the amount of \$75,000 to Hopkins Fundraising Consulting for campaign implementation services for the construction of a new Portage Senior/Community Center Project and authorize the City Manager to execute all documents related to this action on behalf of the City. Councilmember Urban seconded; upon a roll call vote motion passed 7-0.

Following the vote Councilmember Urban asked to make an additional comment, requesting that all of the Council be involved in future discussions with the consultant beyond the Mayor. He further commented that a subcommittee of Council does not have the power to promise naming rights for any city project.

FIRE STATION NO. 2 FACILITY REPLACEMENT – INCREASE TO ARCHITECTURAL SERVICES

CONTRACT: Mayor Randall introduced the item and requested Councilmember Reid explain her interest in pulling this item off the Consent Agenda. Councilmember Reid expressed concerns with the growing costs, size and complexity of the project and wanted to know at what point the City Administration and Council need to re-evaluate the project.

City Manager Shaffer responded that the original facility proposed was approximately 75-80 percent of the size now anticipated. The current proposal now includes a back-up Emergency Coordination Center (ECC), specialized firefighter training facilities, LEED design elements and expanded barracks to include private facilities for future female firefighters. City Manager Shaffer noted that the original design request to Williams Architects did not include these elements, but the revised design will accommodate these new items with each element bid separately. He noted that if the prices on the new design elements are not feasible, then aspects of the design will be eliminated to meet the budget. The City Manager relayed that the current building cost estimate from the architect is approximately \$6 million, which he would like to see reduced, but the City Administration requires a design to be finalized in order to post the various aspects of the project out for bidding.

Councilmember Reid asked for clarification of the \$6 million cost currently noted versus the original \$2.5 million cost. Councilmember Reid further noted that, should Council approve of the contract change to Williams Architects to account for adding the new elements to the overall design, such approval would not equate to Council approving the additional square footage or elements proposed in the revised project.

Councilmember Urban asked for clarification regarding the 400-square-foot building design increase from approximately 14,000 to 18,000 square feet.

City Manager Shaffer confirmed the quoted building footprint increase, noting that it was a result of the proposed emergency communication center backup in case the Kalamazoo County Consolidated Dispatch Authority (KCCDA) does not supply a similar back up site.

Councilmember Urban noted that the proposed square footage costs plus the revised architectural costs have increased greatly since issuance of the original RFP. He cannot support the requested increase to the architectural services contract without additional backup information and recommended sending the project out to bid again based on these new aspects.

City Manager Shaffer responded that the original architectural services contract was based on a \$2.5 million project, whereas the proposed revised cost is now based upon a \$6 million project. Further, he supplied that the Williams Architects' contract will only be about seven percent of the total project cost and is not atypical.

Councilmember Urban noted that the project has changed significantly and feels the original RFP, bids and award are no longer applicable. He reiterated that he cannot support the requested increase without additional information or sending the project out to bid again.

Councilmember Ford inquired on the status of the owner representative for this project. Councilmember Ford additionally asked whether AVB is dictating the additional building element requests to the architect or is the city dictating the terms with AVB following.

City Manager Shaffer responded that American Village Builders (AVB) is the city's representative and has been working very closely on this project. City Manager Shaffer further commented that a Committee of the Whole meeting on the topic may be beneficial for Council to review the status of the project. The City Manager noted the promising track record of the architect based on construction of numerous fire station projects and was selected by a City Administration team based upon prior buildings designed, quality projects and ability to meet or exceed budget expectations.

Deputy City Manager Rob Boulis noted that the construction costs were originally estimated by AVB based upon the design provided by the architect performing the initial feasibility study. He was unsure of AVB's history with constructing fire stations, but expressed confidence in the experience of the architect with design and execution of fire station projects.

Councilmember Reid asked to review the need for an emergency communications center, noting that Council originally supported the move to consolidated dispatch due to the existing backup plan, as well as current dispatch center the city has at the Police Station.

Deputy City Manager Boulis clarified that the emergency coordination center proposed is not a dispatch center but an emergency coordination center (ECC), which is currently in Fire Station #1 for major city emergencies. He elaborated that this location is presently too close to the railroad track in the event of a railroad/hazardous emergency.

Councilmember Reid asked if the dispatch center in the police building could be utilized as a backup once it is vacated under the KCCDA project. Deputy City Manager Boulis noted that this location is still too close to the railroad.

Councilmember Urban supplied that the hypothetical railroad/hazardous emergency situation actually occurred between a local train and tanker truck 20 years ago, noting that the City

Administration's reasoning is sound, but still the Council needs more discussion with justification before moving forward on the item and supported the City Manager's proposed COW meeting.

City Manager Shaffer requested postponing the agenda item to do further research and explanation in order to bring it back to the Council. Mayor Randall noted the price per square foot increase is concerning. City Manager Shaffer requested to bring all the representatives on the project to an additional Committee of the Whole meeting to explain or present the aspects on the project.

Councilmember Urban moved to table the agenda item regarding the increase to the contract with Williams Architects of Itasca, Illinois, in the amount of \$276,500 for architectural services for Fire Station No. 2 to the regular City Council Meeting of August 28, 2018.

Councilmember Reid seconded; upon roll call vote, motion passed 7 to 0.

Following the vote, Councilmember Ford asked the City Manager whether this would impact item A.10, Fire Station #2 Aggregate Piers Contract. City Manager Shaffer responded that the City Administration would hold on the contract until a Council decision is made on the entire Fire Station #2 project.

Mayor Randall then asked for a motion regarding the Committee of the Whole meeting scheduling. Councilmember Burns called for a Committee the Whole to be scheduled for August 28, 2018 at 5:15 p.m. to discuss the new Fire Station #2 project. Councilmember Knapp seconded; upon roll call vote, motion passed 7 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Burns noted that the Central County Transportation Authority (CCTA) met recently and reviewed the pension plans, as well as a first reading of the 2019/2020 budget. He elaborated that fares make up twenty percent of the revenue while taxes make about thirty-seven percent with the remainder coming from the Michigan Department of Transportation, as well as the Federal Transportation Administration. Councilmember Burns recommended that citizens check out the proposed CCTA budget on the CCTA website.

Councilmember Reid noted that she had recently met with the Kalamazoo County Environmental Health Advisory Council (EHAC) with discussion focusing around PFAS in the water. She commented on the great response with the emergency provision of bottle water and relayed that the City of Kalamazoo will initially be providing water to Parchment and Cooper Township as a next step. Councilmember Reid noted that the short-term response has been great but the long-term response to the PFAS issue is concerning and somewhat uncertain. She highlighted that the State of Michigan has been proactive in testing for PFAS, but noted that other states have yet to adopt such testing. Councilmember Reid complimented the response from the local community noting that it appears lessons have been learned from the Flint water crisis.

Mayor Pro Tem Pearson also noted his participation with the EHAC as chairperson and commented that the PFAS levels for Portage are very low and the City Administration is well on top of any potential issues.

Motion by Reid, seconded by Ford, to receive the Council Committee Reports as presented. Upon a voice vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Burns commented on Tuesday's primary election and thanked the City Clerk's Office for administering the election with a record turnout. He also thanked Metro Transit Board for providing several vehicles to the Parchment and Cooper Township water response for residents without personal transportation to get rides to the bottled water dispensing location.

Councilmember Ford relayed his attendance at a stakeholder meeting with the Mayor for Discover Kalamazoo to review potential opportunities for new sports venues in the Kalamazoo area.

He additionally thanked the City Administration for their efforts to advise Portage residents of local water data in light of the Parchment and Cooper Township PFAS issue.

Councilmember Urban commented that he is not opposed to a new fire station and supports the public safety personnel, but he simply wants more examination of the data.

Councilmember Reid highlighted the senior millage that was adopted as part of the August Election and how it is encouraging that area citizens are supporting the senior population going forward.

Councilmember Knapp highlighted the Paint the Plow Contest and the winning entries from Central Middle School, North Middle School and North High School.

Mayor Randall thanked Mayor Pro Tem Pearson and City Manager Shaffer for the opportunity to present the State of the City to the Portage Rotary on July 25. She noted the Primary Election with its record turnout of 38 percent. Mayor Randall also relayed that she has received complaints regarding the local road construction, clarifying those projects that are currently city projects and the efforts the city is making to keep residents informed of any changes. Mayor Randall also relayed the closure of Ramona Beach due to high E. coli levels, but noted that the beach is expected to re-open before the end of the week.

ADJOURNMENT: Mayor Randall adjourned the meeting at 8:30 p.m.

Erica L. Eklov, Deputy City Clerk

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF AUGUST 27, 2018**

Mayor Randall called the meeting to order at 8:00 a.m. Councilmembers Chris Burns, Richard Ford, Lori Knapp, Claudette Reid and Mayor Pro Tem Jim Pearson joined via the conference phone line. Councilmember Terry Urban was absent with excuse. Also in attendance were Deputy City Manager Rob Boulis and City Clerk Adam Herringa.

Mayor Randall opened the meeting and inquired if there were any questions or concerns regarding items on the proposed August 28th Regular Meeting Agenda. With regard to Item A.2, Accounts Payable, Mayor Pro Tem Pearson inquired as to a payment of approximately \$11,000 to USA Softball for what was identified as "softballs." Deputy City Manager Boulis stated that he would research and respond with more detail as to what the payment was for.

With regard to Item A.3, Councilmember Reid stated her understanding that the City has implemented a practice of trying to replace vehicles earlier in their life cycle in order to maximize the return value. With regard to this item she pointed out the return value is roughly ten cents on the dollar. She wondered if the vehicles that are being replaced were held onto for too long or what other circumstances might be involved. Mr. Boulis shared that his understanding is that the quick turnaround for vehicle replacement applies primarily to passenger vehicles and not the heavier equipment that is more costly to purchase. He concluded by stating that he would research and respond to the circumstances involved in the recommended purchase and replacement of the identified vehicles.

With regard to Item A.4, Councilmember Reid shared that a citizen contacted her with concern about the additional parking and impermeable surface that will accompany this phase of development. The citizen inquired if the water runoff from the surface would be directed into Portage Creek. Councilmember Reid stated that her understanding is that underground retention ponds would be utilized to hold the water but ultimately the water would end up in the creek. Councilmember Reid commented that a citizen contacted her about increasing water temperatures of the creek harming the trout population. She wondered if any survey had been conducted to determine the temperature of the water that is discharged into the creek from the underground retention basins. Deputy City Manager Boulis confirmed that underground retention basins will be utilized in the latest phase of Greenspire to manage water runoff. He stated that he does not believe any temperature checking of the water discharge has been conducted but would inquire. Mayor Randall inquired if the water from Greenspire is discharged into Portage Creek or into Hampton Lake. Mr. Boulis stated that he would research and respond.

With regard to Item C.2, Councilmember Reid inquired as to the members of the City Manager Salary Review/Evaluation Committee. Mayor Randall responded that it was herself, Mayor Pro Tem Pearson and Councilmember Ford.

With regard to Item F.1, Councilmember Reid inquired if additional information regarding the planned reconstruction of Fire Station No. 2 for the Committee of the Whole (COW) Meeting would be forthcoming. Mayor Randall stated that no action related to Fire

Station No. 2 would occur at the August 28th Regular Meeting. Deputy City Manager Boulis shared that the plan for the COW Meeting is to review the building plans and review the differences between the result of the feasibility study and the current plan. He continued by stating that discussion would also focus on proposed cost as it relates to various building components. Councilmember Reid commented that a request was made at the last meeting for additional information to help inform discussion at the COW meeting. She cited a desire for City Administration to provide information related to components of the proposed building, rationale for the components and related costs.

Mayor Randall asked Mr. Boulis to review the proposed COW Meeting format. Mr. Boulis stated that staff will review in detail what is proposed to be included, rationale, cost and to respond to inquiries from City Council. He stated that the building plans and drawings will be present at the meeting. Mayor Pro Tem Pearson commented that the discussion at the last Regular Meeting included lots of question from City Council. He asked that staff review these questions and be prepared to answer them at the COW meeting.

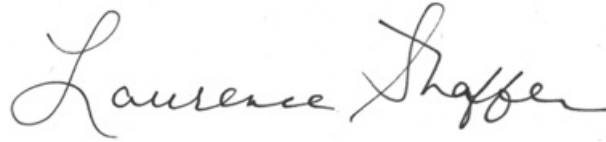
Councilmember Reid questioned why no action related to this project would be taken at the August 28th Regular Meeting since lack of action would result in a delay of an additional two weeks. Deputy City Manager Boulis shared that City Administration heard concerns related to cost and the architectural fee is, in part, based on the overall cost of the project. Should the costs and/or project components change, the architectural costs would have to be recalculated. Mr. Boulis concluded by also sharing that conversations have been had with American Village Builders about delaying construction until the spring of 2019. The reason for the potential delay is not only related to the cost review but also due to current pricing in the construction industry. Pushing the project back to next spring may result in improved construction costs.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:18 a.m.

Adam Herringa, City Clerk

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of August 28, 2018 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period August 5, 2018 through August 19, 2018 and notes \$610,743.54 in automated clearing house payments, \$824,770.59 in paper checks and \$92,004.44 in auto-pay payments for a grand total of \$1,527,518.57.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of 8-28-2018

ACCOUNTS PAYABLE REGISTER

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Check Dates From: 8/5/2018 to 8/19/2018

Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
08/10/2018	9233(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES	85,748.38
08/10/2018	9234(A)	ALL-PHASE ELECTRIC SUPPLY CO.	SUPPLIES - PARKS DIV	45.00
08/10/2018	9235(A)	AMERICAN SAFETY & FIRST AID	FIRST AID KIT REFILL	48.93
08/10/2018	9236(A)	ANIMAL REMOVAL SERVICE, LLC	MOLE REMOVAL SERVICE	820.00
08/10/2018	9237(A)	APPROVED PROTECTION SYSTEMS	ALARM SYSTEM INSPECT	645.40
08/10/2018	9238(A)	AUMACK, MICHAEL	UMPIRE PAYROLL	350.00
08/10/2018	9239(A)	BEEBE, RONALD E.	UMPIRE PAYROLL	408.00
08/10/2018	9240(A)	BELL EQUIPMENT COMPANY	SWEEPER MAINTENANCE	1,858.00
08/10/2018	9241(A)	BILL'S LOCK SHOP, INC.	LOCK REPAIR	75.00
08/10/2018	9242(A)	BOGARD, SCOTT	EMPLOYEE TRAINING	225.00
08/10/2018	9243(A)	C T S TELECOM, INC.	MONTHLY FIBER SERVICE	718.90
08/10/2018	9244(A)	CAPSTONE HOME IMPROVEMENT, LLC	CDBG 5937 BELARD	2,298.00
08/10/2018	9245(A)	CLARK, STEVEN	CALEA CONFERENCE	76.39
08/10/2018	9246(A)	CROWN TROPHY	2ND HALF TROPHIES	658.00
08/10/2018	9247(A)	E J USA, INC.	ADA PLATES	9,913.05
08/10/2018	9248(A)	EDWARDS, HENRY	UMPIRE PAYROLL	322.00
08/10/2018	9249(A)	ENGINEERED PROTECTION SYSTEMS, INC.	FIRE STATION 2	16,002.00
08/10/2018	9250(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	WELDING SERVICES	1,060.00
08/10/2018	9251(A)	ETNA SUPPLY, INC.	SUPPLIES - PARKS DIV	197.40
08/10/2018	9252(A)	FARM N GARDEN	SHOP MAINTENANCE	396.00
08/10/2018	9253(A)	FARRELL AUDIO VIDEO LLC	RAMONA SPEAKER SERVICE	429.37
08/10/2018	9254(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,117.88
08/10/2018	9255(A)	FORSHEE, MARK	UMPIRE PAYROLL	329.00
08/10/2018	9256(A)	GAIL ANDRUS TRAVEL	TRIP VENDOR PAYMENT	4,440.00
08/10/2018	9257(A)	GORDON WATER SYSTEMS	HARDWARE COFFEE SUPPLIES	157.45
08/10/2018	9258(A)	GRAHAM FORESTRY SERVICE, INC.	CONSULTANT FORESTRY	768.00
08/10/2018	9259(A)	GRIFFIN PEST SOLUTIONS, INC.	FIRE FACILITY MAINT.	55.00
08/10/2018	9260(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	8,921.04
08/10/2018	9261(A)	HARTMAN, CHARLES	UMPIRE PAYROLL	192.00
08/10/2018	9262(A)	HOJNACKI, DAVID	UMPIRE PAYROLL	184.00
08/10/2018	9263(A)	INDUSCO SUPPLY CO., INC.	TOILET PAPER/TOWELS	533.63

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08/10/2018	9264(A)	INTERNATIONAL CODE COUNCIL, INC	CODE BOOKS	93.90
08/10/2018	9265(A)	IRISH AYRES ENTERPRISES, LLC	MOWING/LANDSCAPING	8,348.00
08/10/2018	9266(A)	J-AD GRAPHICS, INC	NEWSLETTER AUG/SEPT	2,107.00
08/10/2018	9267(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOM	315.00
08/10/2018	9268(A)	KEHOE, EDWARD J	COURSE INSTRUCTOR	275.00
08/10/2018	9269(A)	KLOSTERMAN DISTRIBUTING	RAMONA CONCESSIONS	405.11
08/10/2018	9270(A)	KUSHNER & COMPANY, INC.	COBRA & FSA	298.71
08/10/2018	9271(A)	LAKE MICHIGAN MAILERS, INC.	POSTAGE METER	263.96
08/10/2018	9272(A)	LAWSON PRODUCTS, INC	BALL DIAMOND PAINT	1,014.21
08/10/2018	9273(A)	LEXISNEXIS RISK SOLUTIONS	MONTHLY ACCURINT	150.00
08/10/2018	9274(A)	LOUTHAN, WILLIAM F	UMPIRE PAYROLL	192.00
08/10/2018	9275(A)	LOWE'S HOME CENTER	SUPPLIES - PARKS DIV	14.24
08/10/2018	9276(A)	MANEY II, JOHN R.	EMPLOYEE TRAINING	225.00
08/10/2018	9277(A)	MAPLE HILL SPRINKLING, INC.	IRRIGATION REPAIRS	302.00
08/10/2018	9278(A)	MCCULLIN, LARRY W.	UMPIRE PAYROLL	230.00
08/10/2018	9279(A)	MCDONNELL, JOSEPH	CALEA CONFERENCE	22.93
08/10/2018	9280(A)	MCMILLAN, BRANDON	EMPLOYEE TRAINING	225.00
08/10/2018	9281(A)	MEJEUR ELECTRIC LLC	ELECTRICAL SERVICES	8,319.00
08/10/2018	9282(A)	MENARDS, INC	CELERY FLATS VC	263.37
08/10/2018	9283(A)	MICHIGAN PAVING & MATERIALS CO.	ROCKFORD ST RECONSTRUCTION	43,821.63
08/10/2018	9284(A)	MILLS, DANIEL	CALEA CONFERENCE	83.86
08/10/2018	9285(A)	MULDERS LANDSCAPE SUPPLIES INC	TOP SOIL	450.00
08/10/2018	9286(A)	NUYEN, ERIC	UMPIRE PAYROLL	126.00
08/10/2018	9287(A)	OFF THE CUFF CATERING	RAMONA CONCESSIONS	160.50
08/10/2018	9288(A)	ONE WAY PRODUCTS	CAN LINERS/SUPPLIES	368.90
08/10/2018	9289(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEES	2,056.59
08/10/2018	9290(A)	PARIS CLEANERS	UNIFORM CLEANING	1,008.35
08/10/2018	9291(A)	PATESEL, TERRY	UMPIRE PAYROLL	23.50
08/10/2018	9292(A)	PCM SALES, INC.	DIRECTORS MONITOR	168.87
08/10/2018	9293(A)	PEOPLEFACTS, LLC 740303	EMPLOYEE BACKGROUND	16.67
08/10/2018	9294(A)	PREMIER SAFETY	FIRE SCBA MAINTENANCE	600.00
08/10/2018	9295(A)	PROFESSIONAL BUILDING SERVICES LLC	JANITORIAL SERVICES	785.00
08/10/2018	9296(A)	R W LAPINE INC.	HVAC ON-CALL SERVICE	3,884.30

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08/10/2018	9297(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES	1,019.34
08/10/2018	9298(A)	RHODES, KEVIN	UMPIRE PAYROLL	216.00
08/10/2018	9299(A)	RIDGE AUTO NAPA	SUPPLIES	1,199.94
08/10/2018	9301(A)	RIETH-RILEY CONSTRUCTION CO., INC	OAKLAND DR RECONSTRUCTION	57,141.05
08/10/2018	9302(A)	S B F ENTERPRISES, INC.	UTILITY BILL PRINTING	600.28
08/10/2018	9303(A)	SECANT TECHNOLOGIES	FIRE VIDEO CONFERENCE	14,272.76
08/10/2018	9304(A)	SEVERANCE ELECTRIC COMPANY, INC	TRAFFIC SIGNAL REPAIR	4,143.33
08/10/2018	9305(A)	SIMPLIFILE LLC	DOCUMENT RECORDING	132.00
08/10/2018	9306(A)	SNELL, DEBRA	COURSE INSTRUCTOR	144.00
08/10/2018	9307(A)	SOLARWINDS, INC.	SOLARWINDS SOFTWARE	1,470.00
08/10/2018	9308(A)	SOS TECHNOLOGIES	FIRE EMS SUPPLIES	279.75
08/10/2018	9309(A)	SOURCE TECHNOLOGIES	MICR CHECK STOCK	221.50
08/10/2018	9310(A)	SUEZ WATER ENVIRONMENTAL SERVICES	WATER METERS	16,889.44
08/10/2018	9311(A)	TERMINAL SUPPLY CO.	EQUIPMENT LIGHTS	7,174.34
08/10/2018	9312(A)	THE POSTMAN INC.	FENCE REPAIR	5,363.00
08/10/2018	9313(A)	THOMPSON, HELENE	COURSE INSTRUCTOR	144.00
08/10/2018	9314(A)	UNITED PETROLEUM	FUEL SYSTEM MAINTENANCE	155.00
08/10/2018	9315(A)	USA SOFTBALL OF MICHIGAN	SOFTBALLS	11,050.00
08/10/2018	9316(A)	VANCE OUTDOORS, INC.	AMMO	1,836.00
08/10/2018	9317(A)	WARNER NORCROSS & JUDD LLP	GENERAL RETAINER FEE	4,205.31
08/10/2018	9318(A)	WEST MICHIGAN INT'L LLC	MAINTENANCE SUPPLIES	1,874.23
08/17/2018	9319(A)	A NEW LEAF	PLANT CARE	85.00
08/17/2018	9320(A)	A-1 SIGNS	VEHICLE NUMBERS	30.00
08/17/2018	9321(A)	ACCESS EMPLOYER STAFFING SERVICES	TEMP STAFFING	880.32
08/17/2018	9322(A)	ALL-TRONICS, INC.	FIRE ALRM MONITORING	81.00
08/17/2018	9323(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICE	1,095.00
08/17/2018	9324(A)	APOLLO FIRE APPARATUS REPAIR	FIRE APPARATUS MAINT	2,766.74
08/17/2018	9325(A)	APPROVED PROTECTION SYSTEMS	NEW KIDDE CONTROL	561.25
08/17/2018	9326(A)	C C I SOUTH, INC.	FIRE VIDEO CONFERENCE	2,000.00
08/17/2018	9327(A)	C T S TELECOM, INC.	TELEPHONE SERVICE	2,311.49
08/17/2018	9328(A)	CHARTER COMMUNICATIONS	CABLE TV	674.94
08/17/2018	9329(A)	CLEANIT CORP	CAR WASHES 2018/19	542.97
08/17/2018	9330(A)	DEER CONTRACTING & LANDSCAPE	CONCRETE REPAIRS	2,728.00

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08/17/2018	9331(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ACCESS CONTROL	4,000.00
08/17/2018	9332(A)	GORDON WATER SYSTEMS	2018 - 2019 WATER	408.50
08/17/2018	9333(A)	GRIFFIN PEST SOLUTIONS, INC.	PEST CONTROL - DPS	75.00
08/17/2018	9334(A)	IRISH AYRES ENTERPRISES, LLC	MOWING/LANDSCAPING	13,176.25
08/17/2018	9335(A)	MAPLE HILL SPRINKLING, INC.	IRRIGATION REPAIRS	688.00
08/17/2018	9336(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	131.75
08/17/2018	9337(A)	MEJEUR ELECTRIC LLC	FIRE FACILITY MAINT.	116.00
08/17/2018	9338(A)	MICHIGAN ELECTION RESOURCES, LLC	AV ENVELOPE IMPRINTING	2,518.79
08/17/2018	9339(A)	MYERS, JAMES	CALEA CONFERENCE	120.13
08/17/2018	9340(A)	NEW FRESH CLEANING SERVICE	JANITORIAL SERVICES	1,400.00
08/17/2018	9341(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEES	10,400.21
08/17/2018	9342(A)	PARADIGM DESIGN, INC.	CITY HALL WINDOW	3,225.00
08/17/2018	9343(A)	PECKELS, CHRISTINE	COURSE INSTRUCTOR	240.00
08/17/2018	9344(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	1,419.33
08/17/2018	9345(A)	PLM LAKE & LAND MANAGEMENT	AQUATIC WEED MGMT	863.00
08/17/2018	9346(A)	PORTAGE POLICE OFFICERS ASSOC	CHALLENGE COINS	462.00
08/17/2018	9347(A)	PREIN & NEWHOF	ENGINEERING SERVICES	785.50
08/17/2018	9348(A)	R W LAPINE INC.	HVAC ON-CALL SERVICE	7,003.78
08/17/2018	9349(A)	RIDDERMAN & SONS OIL CO. INC.	GASOLINE	14,738.43
08/17/2018	9350(A)	RIDGE AUTO NAPA	FIRE APPARATUS MAINT	22.82
08/17/2018	9351(A)	RIETH-RILEY CONSTRUCTION CO., INC	OAKLAND DR RECONSTRUCTION	171,488.00
08/17/2018	9352(A)	SUEZ WATER ENVIRONMENTAL SERVICES	WATER SYSTEM CHEMICALS	11,608.37
08/17/2018	9353(A)	WARNER NORCROSS & JUDD LLP	LEGAL FEES & RETAINER	4,176.67
08/17/2018	9354(A)	WIGHTMAN & ASSOCIATES, INC.	ENGINEERING SERVICES	1,500.00
08/17/2018	9355(A)	XEROX CORPORATION	XEROX JULY 2018 PAYM	1,276.61
			Total ACH Transactions:	610,743.54

Check Type: Paper Check

08/10/2018	307011	A T & T	TELEPHONE SERVICE	293.47
08/10/2018	307012	A T & T LONG DISTANCE	LONG DISTANCE	12.94
08/10/2018	307013	ABNET, CHEYENNE	PARK REFUND	100.00
08/10/2018	307014	ACTION TRAFFIC MAINTENANCE	GUARDRAIL REPAIRS	2,750.00
08/10/2018	307015	ADP, INC.	BI-WEEKLY PAYROLL	860.10

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08/10/2018	307016	ALADTEC, INC.	FIRE SOFTWARE	3,000.00
08/10/2018	307017	ALLEGRA PRINT & IMAGING	BUSINESS CARDS	334.93
08/10/2018	307018	ARIEL PAIGE BROWN	ALCOHOL/TOBACCO	42.00
08/10/2018	307019	ASHLYN ROSE WISSER	ALCOHOL/TOBACCO	31.50
08/10/2018	307020	BAMBACHT, JOHN	LAKEVIEW #1 DEPOSIT	100.00
08/10/2018	307021	BEST WAY DISPOSAL, INC.	PORTABLE RESTROOM	96.00
08/10/2018	307022	BILL HUGUELET	BOND REFUND	10.00
08/10/2018	307023	BILL HUGUELET	BOND REFUND	50.00
08/10/2018	307024	BINDER PARK ZOOLOGICAL SOCIETY, INC	ZOOMOBILE EVENT	200.00
08/10/2018	307025	BOMGAR CORPORATION	BOMGAR ENCRPTION	8,690.00
08/10/2018	307026	BORGESS MEDICAL CENTER	PATTERSON PHYSICAL	243.00
08/10/2018	307027	BRENDEN THOMAS WARNER	ALCOHOL / TOBACCO	42.00
08/10/2018	307028	BRUSSEE, MADISON	RAMONA #1 RENTAL FEE	110.00
08/10/2018	307029	CASS COUNTY COURT	BOND REFUND	400.00
08/10/2018	307030	CASS COUNTY COURT	BOND REFUND	400.00
08/10/2018	307031	CASSADA, DON	PARK REFUND	100.00
08/10/2018	307032	CHICAGO TITLE	OVERPAYMENT WATER	41.65
08/10/2018	307033	CINTAS CORP.	UNIFORM RENTAL	318.41
08/10/2018	307034	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGE	307,221.13
08/10/2018	307035	CLASSIC GLASS, INC.	WINDSHIELD REPAIR	70.00
08/10/2018	307036	CONSUMERS ENERGY-BILL PMT CNT	T/S POLE ATTACHMENT	287.98
08/10/2018	307037	CUSTER OFFICE ENVIRONMENTS	NEW DESK CHAIR	384.38
08/10/2018	307038	CY INSTITUTIONAL LLC	OVERPAYMENT WATER	152.99
08/10/2018	307039	DAVIS, DAVE	PARK REFUND	100.00
08/10/2018	307040	DEVON TITLE AGENCY	OVERPAYMENT TAX	450.56
08/10/2018	307041	DIMON, DERRICK	PARK REFUND	100.00
08/10/2018	307042	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PAYMENT	19,219.00
08/10/2018	307043	EICHAKER, DAVID	ADVANCED ANGLERS REFUND	85.00
08/10/2018	307044	EMERGENCY VEHICLE PRODUCTS	VEHICLE 160 CHANGEOVER	28,514.49
08/10/2018	307045	FILE OF LIFE FOUNDATION INC	FIRE MARSHAL SUPPLIES	1,922.00
08/10/2018	307047	FLOYD, AUSTIN & CHERIE	REFUND OVERPAY	63.86
08/10/2018	307048	FORD, JIM	PARK REFUND	100.00
08/10/2018	307049	FORESTRY SUPPLIERS, INC.	SAFETY SUPPLIES	556.17

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08/10/2018	307050	FRAZIER, CARLOTTA	LAKEVIEW #1 DEPOSIT	100.00
08/10/2018	307051	FUN SERVICES	FUN SERVICES RENTALS	4,077.55
08/10/2018	307052	GORDON FOOD SERVICE	RAMONA CONCESSIONS	113.99
08/10/2018	307053	GRAYBAR ELECTRIC CO.	MAINTENANCE SUPPLIES	104.79
08/10/2018	307054	H & H PROPERTY MAINTENANCE, LLC	HYDROSEEDING SERVICE	2,500.00
08/10/2018	307055	HALL BUILDERS LLC	RESTROOM FIXTURES	11,094.00
08/10/2018	307056	HALT FIRE, INC.	FIRE APPARATUS MAINT	40.56
08/10/2018	307057	HAMPTON INN	CONCERT HOTELS	357.00
08/10/2018	307058	HANNAH ALEXIS LORD	ALCOHOL/TOBACCO	31.50
08/10/2018	307059	HOLOCENE ENVIRONMENTAL LLC	UST A & B OPERATORS	150.00
08/10/2018	307060	HOME DEPOT	SUPPLIES - PARKS DIV	1,181.49
08/10/2018	307061	HUNDLEY, WENDELL	PARK REFUND	100.00
08/10/2018	307062	IMAGETREND, INC.	FIRE SOFTWARE	15,796.19
08/10/2018	307063	INT'L ASSOC OF ARSON INVESTIGATORS	FIRE MEMBERSHIPS	1,020.00
08/10/2018	307064	INTERNATIONAL CODE COUNCIL, INC	FIRE MEMBERSHIPS	135.00
08/10/2018	307065	IPMA-HR	ICMA-HR MEMBERSHIPS	397.00
08/10/2018	307066	J & J LOCKSMITHS	HAYLOFT OFFICE KEY	82.00
08/10/2018	307067	JAMB, LLC	REFUND	90.28
08/10/2018	307068	JAY SAMBORN ENTERTAINMENT	DAMIEN CONCERT SOUND	5,500.00
08/10/2018	307069	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES JULY	477.50
08/10/2018	307070	KALAMAZOO COUNTY TREASURER'S ASSN	REIMBURSE AD - SUMMER	27.60
08/10/2018	307071	KALAMAZOO KLASH	PARK REFUND	100.00
08/10/2018	307072	KALAMAZOO LANDSCAPE SUPPLIES	TOP SOIL	4,352.00
08/10/2018	307073	KALAMAZOO LITERACY COUNCIL	CDBG - LITERACY SERV	500.00
08/10/2018	307074	KERR PUMP AND SUPPLY INC.	LIFT STATION PUMP	3,773.30
08/10/2018	307075	KEYES, DALE & THERESA	PROGRAM REFUND	60.00
08/10/2018	307076	KIMBERLY TOOGOOD	OVERPAYMENT REFUND	85.05
08/10/2018	307077	KZOO TIRE COMPANY	TIRES - POLICE DIV	1,494.50
08/10/2018	307078	LADIES LIBRARY ASSOCIATION	TRIP VENDOR PAYMENT	300.00
08/10/2018	307079	LUDENS, JUDY	TRIP VENDOR PAYMENT	79.85
08/10/2018	307080	MAGLOCLIN, INC.	USER FEES	400.00
08/10/2018	307081	MAX JOSEPH MCDONNELL	ALCOHOL/TOBACCO	42.00
08/10/2018	307082	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	326.00

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08/10/2018	307083	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR	7,655.90
08/10/2018	307084	MICHIANA LAND SERVICES	EASEMENT ACQUISITION	4,814.00
08/10/2018	307085	MICHIGAN ASSESSOR ASSOCIATION	2018 THOMPSON MCAT EXAM	50.00
08/10/2018	307086	MICROTEL INN & SUITES OF KALAMAZOO	UMPIRE ROOMS	1,350.30
08/10/2018	307087	MIDWEST ELECTRIC MOTORS, INC	CITY HALL FOUNTAIN REPAIR	377.80
08/10/2018	307088	MIHM ENTERPRISES, INC.	STUART MANOR ROOFING	30,080.00
08/10/2018	307089	MILBECK, ALYSSA	LUAU / CONCERT SUPPL	399.41
08/10/2018	307090	MILLER ROAD TRANSFER STATION	DISPOSAL SERVICES	475.00
08/10/2018	307091	MILLER, WILIAM & MARY	TRIP REFUND	164.00
08/10/2018	307092	MLIVE MEDIA GROUP	CLASSIFIED ADVERTISING	629.23
08/10/2018	307093	MOSQUITO CONTROL OF SW MICHIGAN	MOSQUITO SPRAY SERVICE	149.00
08/10/2018	307094	NAPIER, PEGGY	2018 REIM RP LUAU	535.40
08/10/2018	307095	NATIONAL FIRE PROTECTION ASSOC	FM OPERATING SUPPLIES	1,345.50
08/10/2018	307096	NELSON, NELL	REFUND OVERPAY	114.79
08/10/2018	307097	NORD, ALISON	PARK REFUND	150.00
08/10/2018	307098	OCKERMAN, JOAN	TRIP REFUND	600.00
08/10/2018	307099	OFFICE DEPOT, INC.	FIRE OFFICE SUPPLIES	542.95
08/10/2018	307100	OSWALT, SHARON	TRIP REFUND	640.00
08/10/2018	307101	PATTON, MIKE	PARK REFUND	100.00
08/10/2018	307102	PETERMAN CONCRETE CO.	CONCRETE	438.69
08/10/2018	307103	PETTY CASH-ALYSSA MILBECK	REPLENISHMENT CHECK	456.14
08/10/2018	307104	PETTY CASH-JANET GATES	REPLENISHMENT CHECK	366.63
08/10/2018	307105	PORTAGE PUBLIC SCHOOLS	BUS FOR FISH CAMP	247.07
08/10/2018	307106	PRICE, ANDREW	TRIP REFUND	174.00
08/10/2018	307107	PRINTING SERVICES INC	LUAU BANNER PRINTING	362.36
08/10/2018	307108	PURITY CYLINDER GASES, INC	WELDING MAINTENANCE	2,877.61
08/10/2018	307109	RACQUET SPORTS	COURT PAINTING	9,400.00
08/10/2018	307110	RATHCO SAFETY SUPPLY, INC.	SIGNS/SIGN MATERIAL	112.50
08/10/2018	307111	ROBINSON, KEVIN	UMPIRE PAYROLL	299.00
08/10/2018	307112	ROMENCE GARDENS, INC	LANDSCAPE SUPPLIES	498.60
08/10/2018	307113	ROSSITER, LINDSAY	SWIM LESSONS REFUND	45.00
08/10/2018	307114	RTC AGILITY TEST	AGILITY TEST	800.00
08/10/2018	307115	SAFEBUILT MICHIGAN, LLC	JUNE FILL IN INSPECT	7,170.00

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08/10/2018	307116	SANDERSON DEHAAN IRRIGATION	IRRIGATION REPAIRS	100.87
08/10/2018	307117	SCHURING JR CO, JOHN	NOTARY BOND FEE	50.00
08/10/2018	307118	SCOTHORN, WILLIAM AND PAMELA	TRIP REFUND	126.00
08/10/2018	307119	SEMRAU, RACHEL	HAYLOFT REFUND	820.00
08/10/2018	307120	SHERRIFF-GOSLIN CO.	ROOF REPLACEMENTS	17,880.00
08/10/2018	307121	SHIRLEY PIO	OVERPAYMENT REFUND	533.67
08/10/2018	307122	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR	2,169.13
08/10/2018	307123	SODERQUIST, ANGELA	LAKEVIEW #2 DEPOSIT	100.00
08/10/2018	307124	SPARBEL, DEB	TRIP REFUNDS	151.00
08/10/2018	307125	STATE OF MICHIGAN (BOILER DIV)	FIRE MEMBERSHIP	150.00
08/10/2018	307126	STATE OF MICHIGAN (DOT)	US-131 IMPROVEMENTS	291.44
08/10/2018	307127	STATE OF MICHIGAN (TREASURY)	PILOT	147,737.86
08/10/2018	307128	STEENSMA LAWN & POWER EQUIPMENT	MAINTENANCE EQUIPMENT	943.88
08/10/2018	307129	SWANK MOTION PICTURES, INC.	SHOWING RIGHTS	362.00
08/10/2018	307130	SWEARINGEN, MARIAN	TRIP REFUND	95.00
08/10/2018	307131	THE CANOPEUM, INC.	CHAIR RENTAL	365.00
08/10/2018	307132	TILBURY, RANDY	FINAL BILL OVERPAYMENT	126.03
08/10/2018	307133	TODD ARBANAS ENTERPRISES INC.	TRIM CANOPY - MILHAM	1,500.00
08/10/2018	307134	TR SYSTEMS, LLC DBA DIESEL LAPTOPS	DIESEL MAINTENANCE	3,997.50
08/10/2018	307135	TRACTOR SUPPLY CORP.	MAINTENANCE SUPPLIES	309.97
08/10/2018	307136	U S POSTMASTER	PORTAGER POSTAGE	8,000.00
08/10/2018	307137	UNITED PARCEL SERVICE	WEEKLY DELIVERY	12.00
08/10/2018	307138	VANGUARD FIRE & SUPPLY CO., INC.	FIRE EXTINGUISHER INS	2,317.35
08/10/2018	307139	VERIZON WIRELESS SERVICES, LLC	WIRELESS SERVICE	1,883.08
08/10/2018	307140	WILLIAMS, SUSAN	TRIP REFUND	465.00
08/10/2018	307141	XAVUS SOLUTIONS	KEYTAG MEMBERSHIP	380.00
08/10/2018	307142	YAPLE, BONNIE J	BOND REFUND	200.00
08/17/2018	307143	10TH DISTRICT COURT	BOND REFUND	164.00
08/17/2018	307144	A T & T	TELEPHONE SERVICE	15,513.59
08/17/2018	307145	ALERT-ALL CORP.	FIRE MARSHAL SUPPLIES	1,300.00
08/17/2018	307146	ALLEGRA PRINT & IMAGING	MISC PRINTING SERVICE	565.00
08/17/2018	307147	ANY CUTTING & WELDING	WELDING SERVICES	1,860.00
08/17/2018	307148	BELSON OUTDOORS, INC.	PARK BENCHES	2,681.56

ACCOUNTS PAYABLE REGISTER

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Check Dates From: 8/5/2018 to 8/19/2018

Check Date	Check	Vendor Name	Description	Amount
08/17/2018	307149	BEST WAY DISPOSAL, INC.	18/19 CURBSIDE RECYCLING	49,457.83
08/17/2018	307150	BORGESS CORPFIT	HMP WELLNESS WORKSHOP	250.00
08/17/2018	307151	CARTRIDGE WORLD	PRINTER SERVICES	2,018.97
08/17/2018	307152	CHICAGO TITLE	OVERPAYMENT WATER	112.47
08/17/2018	307153	CHICAGO TITLE	OVERPAYMENT WATER	116.90
08/17/2018	307154	COCHRAN GLASS AND DOOR, LLC	DOOR MAINTENANCE	235.00
08/17/2018	307155	D L GALLIVAN INC.	COPY MACHINE USAGE	111.51
08/17/2018	307156	DAANE'S CATERING	EMPLOYEE TRAINING	1,047.15
08/17/2018	307157	DEVON TITLE AGENCY	TITLE SEARCH SERVICE	267.00
08/17/2018	307158	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PAYMENT	1,109.00
08/17/2018	307159	ENGINEERING SUPPLY & IMAGING	ANNUAL MAINTENANCE	1,452.00
08/17/2018	307160	FAWLEY OVERHEAD DOOR, INC.	CDBG WADNEY 5937 BELARD	834.32
08/17/2018	307161	GORDON FOOD SERVICE	RAMONA CONCESSIONS	28.98
08/17/2018	307162	JOE RAFACZ	ROPE MAKING DEMO	150.00
08/17/2018	307163	KALAMAZOO LANDSCAPE SUPPLIES	LANDSCAPE SUPPLIES	129.00
08/17/2018	307164	KALAMAZOO NATURE CENTER, INC.	SCREECH OWL PROGRAM	210.00
08/17/2018	307165	KALAMAZOO OIL COMPANY	FUEL FOR SMALL EQUIP	162.73
08/17/2018	307166	KALAMAZOO SYMPHONY ORCHESTRA	STORYBOOK FEE	500.00
08/17/2018	307167	KENT COMPANIES, INC.	SIDEWALK LEVELING	795.00
08/17/2018	307168	KENTWOOD OFFICE FURNITURE INC.	OFFICE FURNITURE	4,621.56
08/17/2018	307169	LYSTER EXTERIORS	SIDING REPAIR	3,450.00
08/17/2018	307170	M COVILLE EXCAVATING	HAULING SERVICES	3,400.00
08/17/2018	307171	MACALLISTER MACHINERY CO., INC.	EQUIPMENT RENTAL	1,928.00
08/17/2018	307172	MI ASSOC. OF CHIEFS OF POLICE	JOB AD - POLICE OFFICER	100.00
08/17/2018	307173	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR	1,405.23
08/17/2018	307174	MICHAEL & S.F. POHLMAN	OVERPAYMENT OF \$450	450.00
08/17/2018	307175	MICHIANA LAND SERVICES	EASEMENT SERVICES	1,696.80
08/17/2018	307176	MICHIGAN FIRE INSPECTOR'S SOCIETY	FM TRAINING	325.00
08/17/2018	307177	MILLER, WILIAM & MARY	TRIP REFUND	318.00
08/17/2018	307178	MOSQUITO CONTROL OF SW MICHIGAN	MOSQUITO SPRAY SERVICE	327.00
08/17/2018	307179	ORBIS ENVIRONMENTAL CONSULTING	E. ROOT SAWMILL/PORT	342.40
08/17/2018	307180	PAUL WILSON	BRAND DESIGN, REVISI	400.00
08/17/2018	307181	PCL CURTIS, LLC	BOND REFUND	1,235.00

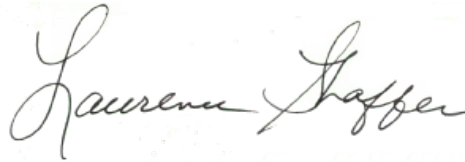
ACCOUNTS PAYABLE REGISTER
Check Dates From: 8/5/2018 to 8/19/2018

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Check Date	Check	Vendor Name	Description	Amount
08/17/2018	307182	PETERMAN CONCRETE CO.	CONCRETE	146.23
08/17/2018	307183	PETTY CASH-DEREK HENSON	REPLENISHMENT CHECK	271.20
08/17/2018	307184	PETTY CASH-TERESA GIPSON	REPLENISHMENT CHECK	541.56
08/17/2018	307185	RATHCO SAFETY SUPPLY, INC.	SIGNS AND SIGN MATER	336.75
08/17/2018	307186	ROAD COMMISSION OF KALAMAZOO COUNTY	LIQUID TAR EMULSION	68.30
08/17/2018	307187	ROPES THAT RESCUE, LTD	FIRE OPS TRAINING	4,375.00
08/17/2018	307188	ROTARY CLUB PORTAGE	CONCERT CONCESSIONS	350.00
08/17/2018	307189	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR	708.01
08/17/2018	307190	SMOKED DOWN BBQ	CONCERT CONCESSIONS	200.00
08/17/2018	307191	STAP BROS LAWN & LANDSCAPE, INC	LANDSCAPE BED MAINT	7,664.00
08/17/2018	307192	STATE SYSTEMS RADIO, INC	RADIO SERVICES	478.50
08/17/2018	307193	SUNBELT RENTALS, INC.	SCISSOR LIFT RENTAL	974.00
08/17/2018	307194	THOMAS HAMANN	FALL/WINTER 2018 BROCHURE	2,595.00
08/17/2018	307195	UNITED PARTY & EVENT SERVICES	TV FOR KSO STORYBOOK	400.00
08/17/2018	307196	VERIZON WIRELESS SERVICES, LLC	CELL PHONES	2,912.67
08/17/2018	307197	FLETCHER ENTERPRISES	PAINTING	775.00
08/17/2018	307198	HUTT, TOM & LEE	TRIP REFUND	323.00
08/17/2018	307199	MICHIANA LAND SERVICES	EASEMENT AQUISITION	3,750.00
Total Paper Checks:				824,770.59
Check Type: Auto-Pay Payment				
08/06/2018	6806	CONSUMERS ENERGY	GAS-ELECTRIC	4,644.19
08/08/2018	6819	CONSUMERS ENERGY	GAS-ELECTRIC	22,540.94
08/10/2018	6842	CONSUMERS ENERGY	GAS-ELECTRIC	1,111.26
08/13/2018	6844	CONSUMERS ENERGY	GAS-ELECTRIC	7,262.98
08/14/2018	6856	CONSUMERS ENERGY	GAS-ELECTRIC	17,585.81
08/15/2018	6865	CONSUMERS ENERGY	GAS-ELECTRIC	1,148.36
08/15/2018	6808	RANDALL BROWN ASSOC	RETAINER FEE	18,810.00
08/16/2018	6874	CONSUMERS ENERGY	GAS-ELECTRIC	9,547.43
08/17/2018	6875	CONSUMERS ENERGY	GAS-ELECTRIC	9,353.47
Total Auto-Pay Payments:				92,004.44
Grand Total:				1,527,518.57

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Vehicle and Equipment Purchase Recommendation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: Authorize the purchase of 12 vehicles and pieces of equipment as noted through the State of Michigan MiDEAL and Sourcewell (formerly National Joint Powers Alliance) purchasing programs at a total cost of \$980,201.09 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

The Council-adopted Fiscal Year 2018-2019 Equipment Fund Capital Outlay budget includes the purchase of 12 vehicles and pieces of equipment including:

Quantity	Vehicle/Equipment Description	Department
2	4-Wheel Drive 3/4-Ton Pickup Trucks	Public Services
1	4-Wheel Drive 1-Ton Small Dump Truck	Public Services
1	2-Wheel Drive 1-Ton Small Dump Truck	Transportation & Utilities
1	Front-End Loader	Public Services
2	Dump Trucks Equipped w/Salt Spreaders & Wing Plows	Public Services
1	Sport Utility Vehicle	Community Development
4	3/4-Ton Pickup Trucks with Multi-purpose Utility Bed	Public Services / Transportation & Utilities

If approved, the vehicles and equipment identified will be purchased through the purchasing programs known as State of Michigan MiDEAL in the amount of \$832,819.09 and Sourcewell (formerly known as National Joint Powers Alliance) in the amount of \$147,382 at a total cost of \$980,201.09. The City of Portage has entered into these purchasing programs to utilize the extended purchasing agreement services due to the significant economic advantage realized by the city. It is anticipated that all displaced vehicles and equipment will generate an estimated auction value of \$95,000 through either the Kalamazoo County Intergovernmental Auction Program or Biddergy.com, coordinated through the

Purchasing Department. These funds will be returned to the General Fund.

It is recommended that City Council approve the purchase of the vehicles and equipment as noted above through the State of Michigan MiDEAL and Sourcewell purchasing programs at a cost of \$980,201.09 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

FUNDING: Sufficient funds are available in the Fiscal Year 2018-2019 Equipment Fund Capital Outlay budget.

Attachments: 1. Fleet Comparison 2018-2019

Fleet Comparison 2018-2019

Asset Number	Year	Make	Model	Class	Department	Proposed Replacement
141	2016	Ford	C-Max	Automobile, Compact, 4 Door [A22]	Assessor [49]	
139	2017	Ford	C-Max	Automobile, Compact, 4 Door [A22]	Assessor [49]	
140	2017	Ford	C-Max	Automobile, Compact, 4 Door [A22]	Community Dev. [28]	
142	2016	Ford	C-Max	Automobile, Compact, 4 Door [A22]	Community Dev. [28]	
143	2014	Ford	Focus	Automobile, Compact, 4 Door [A22]	Community Dev. [28]	
14	2015	Ford	Escape	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Community Dev. [28]	
148	2014	Ford	Focus	Automobile, Compact, 4 Door [A22]	Community Dev. [28]	
171	2016	Ford	Transit	Van, 1/2 Ton, Cargo [C25]	Community Dev. [28]	
		New Vehicle		Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Community Dev. [28]	Ford Escape
7039	1998	Cyclone	Cyclone	0	Fire [72]	
7068	2001	Sutphen	Sutphen	Fire Truck, Ladder [768]	Fire [72]	
7086	2017	Pierce	Pumper	Fire Truck, Equipment [730]	Fire [72]	
7091	2002	Sutphen	Sutphen	Fire Truck, Pumper [743]	Fire [72]	
7093	2005	Sutphen	Sutphen	Fire Truck, Pumper [743]	Fire [72]	
7289	1989	Ford	F-350 4 X 4	Truck, Pickup, 1 Ton, [B30]	Fire [72]	
7301	2017	Ford	F-250 4 X 4	Truck, Pickup, 3/4 Ton, Utility Body [B33]	Fire [72]	
7363	2017	Pierce	Pumper	Fire Truck, Pumper [743]	Fire [72]	
7412	2017	Ford	Expedition EL	Truck, SUV, 3/4 Ton, 4D, LE [B3B]	Fire [72]	
7413	2017	Ford	Expedition XL	Truck, SUV, 3/4 Ton, 4D, LE [B3B]	Fire [72]	
7440	2015	Interstate	Cargo	Trailer, Cargo [F22]	Fire [72]	
7625	2013	Ford	Super Duty	Truck, Pickup, 1/4 Ton, Extended Cab [B12]	Fire [72]	
7639	2016	Ford	F550	Truck, Pickup, 2 Ton, Dump Body [B63]	Fire [72]	
7739	2017	Ford	Interceptor	Truck, SUV, 1/2 Ton, 4 Door	Fire [72]	
7874	2017	Ford	Expedition EL	Truck, SUV, 3/4 Ton, 4D, LE [B3B]	Fire [72]	
7906	2014	Ford	Expedition	Truck, SUV, 3/4 Ton, 4D, LE [B3B]	Fire [72]	
7907	2014	Ford	Expedition	Truck, SUV, 3/4 Ton, 4D, LE [B3B]	Fire [72]	
7927	2014	Pierce	Pierce	Fire Truck, Pumper [743]	Fire [72]	
3	2012	Ford	F350	Truck, Pickup, 3/4 Ton, Utility Body [B33]	Fleet & Facilities [55]	
100	2018	Ford	Escape	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Fleet & Facilities [55]	
77	2006	Yamaha	Golf Car	Golf Cart [E32]	Fleet & Facilities [55]	
282	1993	Kohler	200R02071	Generator, Trailer Mount [R02]	Fleet & Facilities [55]	
9	1994	Jamar	Jam1	Trailer, Mower Transport [FH1]	Parks Division [60]	
13	2013	Toro	AHA-00868	Broom, Angle, Hydraulic [J68]	Parks Division [60]	
15	2013	Toro	5910	Mower, Deck, Riding [K11]	Parks Division [60]	
20	1998	Chevrolet	C6500	Truck, Pickup, 2 Ton, Dump Body [B63]	Parks Division [60]	Ford F-350 4 X 4 Dump
46	2015	McLane	901-5.50	Edger [KD8]	Parks Division [60]	
90	1972	John Deere	LR72	Rake, Landscape [J61]	Parks Division [60]	
103	2018	Integrity	IT-7X14-2900-SNB	Trailer, Implement Transport [FH0]	Parks Division [60]	
122	1991	Jamar	Jam1	Trailer, Implement Transport [FH0]	Parks Division [60]	
164	1994	Goosen	VCT9000	Leaf Vacuum, Trailer Mounted [K64]	Parks Division [60]	
166	1994	Bannerman	B-DM-6	Field Groomer, [E8A]	Parks Division [60]	
179	1992	Jamar	Trailer	Trailer, Mower Transport [FH1]	Parks Division [60]	
194	2004	B & M Mfg	Haul-Rite	Trailer, Implement Transport [FH0]	Parks Division [60]	
195	2010	Maynard	82X22	Trailer, Implement Transport [FH0]	Parks Division [60]	
214	2009	John Deere	3320	Tractor, Utility [H10]	Parks Division [60]	
215	2014	John Deere	3046R	Tractor, Utility [H10]	Parks Division [60]	
257	2016	Billy Goat	QV900HSP	Leaf Vacuum, Walk Behind [K65]	Parks Division [60]	
255	2011	Exmark	Lazer Z	Mower, Deck, Riding [K11]	Parks Division [60]	
256	2015	Exmark	Lazer S	Mower, Deck, Riding [K11]	Parks Division [60]	
261	2015	Exmark	Lazer S	Mower, Deck, Riding [K11]	Parks Division [60]	
262	2016	Hurricane	X-3	Blower, Leaf, Trailer Mounted [K63]	Parks Division [60]	
264	1998	Lely	WFR	Spreader, Fertilizer [N87]	Parks Division [60]	
272	2000	Goosen	BL2000PTO	Blower, Leaf, Mounted [P04]	Parks Division [60]	
287	2007	Ford	F150 4 X 4	Truck, Pickup, 1/2 Ton [B20]	Parks Division [60]	
307	2014	Boss	VBX8000	Spreader, Box [N83]	Parks Division [60]	
308	2014	Boss	VBX8000	Spreader, Box [N83]	Parks Division [60]	
309	2009	John Deere	HD47	Blower, Snow, Front Mounted [P03]	Parks Division [60]	
310	2009	John Deere	59	Blower, Snow, Front Mounted [P03]	Parks Division [60]	
315	2015	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	
320	2000	John Deere	Gator	Motorized Cart, 1-2 Passenger, Lift [E3A]	Parks Division [60]	
322	2000	Olympia	500	Ice Groomer [E8A]	Parks Division [60]	
401	2015	EZ Dumper	EZ0012T	Body, Utility [I22]	Parks Division [60]	
404	2018	Ingersoll-Rand	Carryall 1500	Motorized Cart, 1-2 Passenger, Lift [E3A]	Parks Division [60]	
405	2018	Ingersoll-Rand	Villager 6	Motorized Cart, 4-6 Passenger, Lift [E3A]	Parks Division [60]	

Fleet Comparison 2018-2019

406	2018	John Deere	HPX615E Gator	Motorized Cart, 1-2 Passenger, Lift [E3A]	Parks Division [60]	
410	2018	Ford	Escape	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Parks Division [60]	
418	2012	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	
419	2012	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	
420	2014	Ford	F150 4 X 4	Truck, Pickup, 1/2 Ton [B20]	Parks Division [60]	
421	2008	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	Ford F-250 4 X 4 Utility
422	2013	Ford	F150 4 X 4	Truck, Pickup, 1/2 Ton [B20]	Parks Division [60]	
423	2013	Ford	F150 4 X 4	Truck, Pickup, 1/2 Ton [B20]	Parks Division [60]	
424	2017	Ford	Escape	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Parks Division [60]	
425	2010	GMC	K2500 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	Ford F-250 4 X 4
430	2017	Ford	F-150 4x4	Truck, Pickup, 1/2 Ton [B20]	Parks Division [60]	
443	2008	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	Ford F-250 4 X 4 Utility
445	2014	Honda	Quad	Unknown	Parks Division [60]	
450	2017	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	
451	2016	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	
452	2017	Ford	F-250 4x4	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	
453	2017	Ford	F-250	Truck, Pickup, 3/4 Ton [B30]	Parks Division [60]	
8007	2002	Monroe	MRT	Trailer, Implement Transport [FH0]	Police [81]	
8008	2015	Zero	NAZF12.5 ABS	Motorcycle [MC2]	Police [81]	
8030	2008	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8031	2014	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8032	2014	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8033	2016	Ford	Explorer	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8034	2016	Ford	Explorer	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8153	2017	Ford	Interceptor	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8154	2017	Ford	Interceptor	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8045	2011	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8046	2011	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8047	2011	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8048	1982	Cadillac	Deville	Automobile, Full Size 4 Door [A42]	Police [81]	
8049	2000	MRAP	MRAP	MRAP [MR1]	Police [81]	
8062	2010	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8089	2003	Dodge	Durango	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8091	2017	Ford	Transit	Van, 1/2 Ton, Cargo [C25]	Police [81]	
8099	2004	Ford	E450 Chassis	Truck Pickup 1 1/2 Ton, Utility Body [B53]	Police [81]	
8105	2005	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8106	2006	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8108	2010	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8126	2011	Ford	Crown Victoria	Automobile, Full Size 4 Door [A42]	Police [81]	
8127	2011	Ford	Crown Victoria	Automobile, Full Size 4 Door [A42]	Police [81]	
8130	2011	Ford	Crown Victoria	Automobile, Full Size 4 Door [A42]	Police [81]	
8131	2011	Ford	Crown Victoria	Automobile, Full Size 4 Door [A42]	Police [81]	
8133	2011	Ford	Crown Victoria	Automobile, Full Size 4 Door [A42]	Police [81]	
8154	2017	Ford	Interceptor	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8155	2017	Ford	Interceptor	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8156	2017	Ford	Interceptor	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8157	2017	Ford	Interceptor	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8137	2012	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8138	2012	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8139	2013	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8140	2013	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8141	2013	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8142	2013	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8143	2014	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8144	2014	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8145	2014	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8146	2014	Chevrolet	Caprice	Automobile, Full Size 4 Door [A42]	Police [81]	
8147	2014	Chevrolet	Caprice	Automobile, Intermediate, 4 Door [A32]	Police [81]	
8148	2014	Chevrolet	Caprice	Automobile, Full Size 4 Door [A42]	Police [81]	
8149	2014	Chevrolet	Caprice	Automobile, Full Size 4 Door [A42]	Police [81]	
8150	2016	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8151	2016	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8152	2016	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8158	2018	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8129	2018	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8160	2018	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	

Fleet Comparison 2018-2019

8161	2018	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8162	2018	Chevrolet	Tahoe	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Police [81]	
8888	2014	KVET	Unmarked Car	Unknown	Police [81]	
2	2013	Dura-Patcher	125DJT	Patch Machine [N20]	Streets Division [63]	
8	2012	Maynard	MFITTA83X20+2-2	Trailer, Mower Transport [FH1]	Streets Division [63]	
10	2002	Silva	4001	Trailer, Mower Transport [FH1]	Streets Division [63]	
16	2014	Monroe	14 FT MSC	Spreader, Box [N83]	Streets Division [63]	
17	2014	Monroe	14 FT MSC	Spreader, Box [N83]	Streets Division [63]	
18	2015	Monroe	10 FT MSC	Spreader, Box [N83]	Streets Division [63]	
19	2015	Monroe	14 FT MSC	Spreader, Box [N83]	Streets Division [63]	
22	2015	Monroe	14 FT MSC	Spreader, Box [N83]	Streets Division [63]	
24	2013	Falcon	MI10259	Asphalt Heater [N10]	Streets Division [63]	
25	2015	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Streets Division [63]	
27	2014	Ford	F250	Truck, Pickup, 3/4 Ton [B30]	Streets Division [63]	
28	2015	Ford	F350 4 X 4	Truck, Pickup, 1 Ton [B40]	Streets Division [63]	
29	2017	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Streets Division [63]	
32	2015	Cimline	230 Magma	Crack Sealer [N22]	Streets Division [63]	
36	2016	Ford	F350	Truck, Pickup, 1 Ton [B40]	Streets Division [63]	
34	1997	Devilbiss	GB2000-2	Generator, Trailer Mount [R02]	Streets Division [63]	
87	2017	Doosan	DL220-3	Loader, Rubber Tire [G51]	Streets Division [63]	
39	2017	Case	580SN	Backhoe, with Loader [G11]	Streets Division [63]	
40	2018	Ford	Escape	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Streets Division [63]	
41	2006	Coleman	PM0435001	Generator, Trailer Mount [R02]	Streets Division [63]	
44	2005	Edco	CPM-8-94	Scarifier [KD2]	Streets Division [63]	
45	2014	Mikasa	GX160	Compactor [KD3]	Streets Division [63]	
49	2015	Whiteman	J36H90H	Compactor [KD3]	Streets Division [63]	
58	1995	Target	Minicon MCII-13H	Cement Saw [KD4]	Streets Division [63]	
60	2018	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Streets Division [63]	
80	2017	Case	DV23	Asphalt Roller	Streets Division [63]	
84	2015	Bobcat	E35	Excavator [G2B]	Streets Division [63]	
85	2006	Case	721E	Loader, Rubber Tire [G51]	Streets Division [63]	Volvo V70H Loader
86	2015	Doosan	DL220-3	Loader, Rubber Tire [G51]	Streets Division [63]	
87	2016	Doosan	DI200-5	Loader, Rubber Tire [G51]	Streets Division [63]	
88	2013	Ford	F350	Truck, Pickup, 1 Ton, Other [B41]	Streets Division [63]	
89	2015	Bobcat	BC3	Broom, Angle, Hydraulic [J68]	Streets Division [63]	
91	2015	Bobcat	T650	Loader, Skid Steer [G70]	Streets Division [63]	
93	2015	Bobcat	HB980	Breaker [R30]	Streets Division [63]	
94	2015	Bobcat	SSLX	Change Frame [R40]	Streets Division [63]	
95	2015	Bobcat	SSLX	Pallet Forks [G30]	Streets Division [63]	
96	2015	Bobcat	GRPL 72 Root	Grapple [G20]	Streets Division [63]	
97	2016	Bobcat	T650	Trencher [PD0]	Streets Division [63]	
98	2016	Bobcat	39" Bucket	Grading Bucket [G50]	Streets Division [63]	
99	2015	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Streets Division [63]	
101	2016	Sure-Trac	ST102205LPD	Trailer, Implement Transport [FH0]	Streets Division [63]	
102	1988	Magline	CTH37010	Trailer, Implement Transport [FH0]	Streets Division [63]	
107	1998	Tink Claw	720	Claw [KD5]	Streets Division [63]	
108	1998	Tink Claw	720	Claw [KD5]	Streets Division [63]	
109	1998	Tink Claw	720	Claw [KD5]	Streets Division [63]	
110	2015	Tink Claw	720	Claw [KD5]	Streets Division [63]	
112	2016	Tink Claw	720	Claw [KD5]	Streets Division [63]	
115	2000	Tink Claw	720	Claw [KD5]	Streets Division [63]	
117	2000	Tink Claw	720	Claw [KD5]	Streets Division [63]	
119	2000	Tink Claw	720	Claw [KD5]	Streets Division [63]	
125	1991	Eager Beaver	290	Chipper, Pull Behind [KB2]	Streets Division [63]	
128	2017	Trackless	MT7	Tractor, Municipal [H20]	Streets Division [63]	
182	1998	Macklander	Trailer	Trailer, Mower Transport [FH1]	Streets Division [63]	
193	2003	Silva	Trailer	Trailer, Implement Transport [FH0]	Streets Division [63]	
197	2000	Spaulding	RMV	Asphalt Heater [N10]	Streets Division [63]	
210	2018	Ford	F-650	Truck, Bucket [260]	Streets Division [63]	
220	2015	International	7400 SBA 6 X 4	Truck, Dump, 10-11 Cubic Yard [624]	Streets Division [63]	
221	2015	International	7400 SBA 6 X 4	Truck, Dump, 10-11 Cubic Yard [624]	Streets Division [63]	
222	2017	International	7400 6 x 4	Truck, Dump, 10-11 Cubic Yard [624]	Streets Division [63]	
223	2018	International	7400 6 X 6	Truck, Dump, 10-11 Cubic Yard [624]	Streets Division [63]	
234	2003	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	
236	2003	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	International 7400
238	2004	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	International 7400

Fleet Comparison 2018-2019

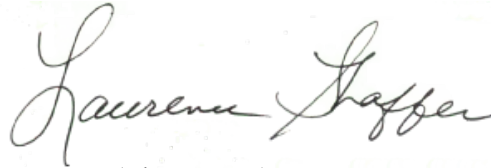
239	2004	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	
240	2005	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	
241	2005	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	
242	2005	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	
243	2014	International	7400 SBA 6 X 4	Truck, Dump, 10-11 Cubic Yard [624]	Streets Division [63]	
244	2014	International	7400 SBA 6 X 4	Truck, Dump, 10-11 Cubic Yard [624]	Streets Division [63]	
245	2015	International	7400 SBA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Streets Division [63]	
246	2006	Ford	F-150	Truck, Pickup, 1/2 Ton, Extended Cab [B21]	Streets Division [63]	Ford F-250 4 X 4
263	1994	Wacker	VP6155A	Compactor [KD3]	Streets Division [63]	
278	1991	Stanley	PD1991	Post Driver/Puller [Y14]	Streets Division [63]	
279	1991	Stanley	PP1991	Post Driver/Puller [Y14]	Streets Division [63]	
294	2015	Elgin	NP Pelican	Truck, Sweeper, Street [210]	Streets Division [63]	
383	2001	Monroe	MO347111NT	Front Plow [N21]	Streets Division [63]	
384	2001	Monroe	MO347111NT	Front Plow [N21]	Streets Division [63]	
385	2001	Monroe	MO347111NT	Front Plow [N21]	Streets Division [63]	
386	2001	Monroe	MO347111NT	Front Plow [N21]	Streets Division [63]	
387	2001	Monroe	MO347111NT	Front Plow [N21]	Streets Division [63]	
388	2001	Monroe	MO347111NT	Front Plow [N21]	Streets Division [63]	
390	1980	Root	441V79	Front Plow [N21]	Streets Division [63]	
391	1980	Root	532X88	Front Plow [N21]	Streets Division [63]	
392	2000	Root	RT62PR10	Front Plow [N21]	Streets Division [63]	
395	1980	Root	532X88	Front Plow [N21]	Streets Division [63]	
396	1980	Root	532X88	Front Plow [N21]	Streets Division [63]	
400	1980	Root	532X86	Front Plow [N21]	Streets Division [63]	
402	1980	Root	441V79	Front Plow [N21]	Streets Division [63]	
4005	2002	Packer Chutes	Chute	Packer Chute [PD1]	Streets Division [63]	
73	2017	Ford	Transit Connect	Van, 1/2 Ton, Cargo [C25]	Transportation [53]	
1	2012	Long Chih Industrial	LCI-851TA	Trailer, Implement Transport [FH0]	Utilities [64]	
11	2002	Coleman	MH4000RL	Light Tower, Portable [SA6]	Utilities [64]	
12	2002	Coleman	MH4000RL	Light Tower, Portable [SA6]	Utilities [64]	
23	2000	Volvo	EW170	Excavator [G2B]	Utilities [64]	
30	2003	Jamar	5 X 9 Tilt Bed	Trailer, Mower Transport [FH1]	Utilities [64]	
31	2005	Ford	Taurus	Automobile, Intermediate, 4 Door [A32]	Utilities [64]	
35	2008	Ford	F250	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	Ford F-250 4 X 4 Utility
48	2012	Solar Tech	AB-0615	Trailer, Message Board, Solar [F21]	Utilities [64]	
62	2010	GMC	K2500	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	Ford F-250 4 X 4 Utility
67	2017	Doosan	P185WD	Compressor, Trailer Mounted [SA5]	Utilities [64]	
68	2018	Doosan	P185WD	Compressor, Trailer Mounted [SA5]	Utilities [64]	
71	2017	Ford	Escape	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Utilities [64]	
72	2015	Ford	Escape	Truck, Sport Utility, 1/2 Ton, 4 Door [B2B]	Utilities [64]	
74	2017	Ford	C-Max	Automobile, Compact, 4 Door [A22]	Utilities [64]	
78	2006	Target Minicon	Cement Saw	Cement Saw [KD4]	Utilities [64]	
82	2011	Ford	F550	Truck, Pickup, 1 Ton [B40]	Utilities [64]	
111	1999	Chevrolet	C6500	Truck Pickup 1 1/2 Ton, Utility Body [B53]	Utilities [64]	Ford F-350 4 X 2 Dump
121	2001	Dodge	2500	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	
127	2017	Doosan	Pro5,25	Forklift, Industrial [J30]	Utilities [64]	
74	2017	Ford	C-Max	Automobile, Compact, 4 Door [A22]	Utilities [64]	
145	1980	GMC	TP31442	Truck, Box Van Body [6G1]	Utilities [64]	
151	2016	Godwin	CD150M	Pump, Centrifugal, Portable [S20]	Utilities [64]	
153	1980	Gorman Rupp	16C2	Pump, Centrifugal, Portable [S20]	Utilities [64]	
156	1981	Condec	Generator	Generator, Trailer Mount [R02]	Utilities [64]	
157	1981	Condec	Generator	Generator, Trailer Mount [R02]	Utilities [64]	
158	2003	John Deere	717A Z Track	Mower, Deck, Riding [K11]	Utilities [64]	
160	1981	Chippewa	Chip1	Trailer, Implement Transport [FH0]	Utilities [64]	
161	1981	Custom	Cust1	Trailer, Implement Transport [FH0]	Utilities [64]	
163	2014	Northstar	157310	Pressure Washer, Hot Water [KD6]	Utilities [64]	
175	2017	Case	5805N	Backhoe, with Loader [G11]	Utilities [64]	
235	2003	International	7400 SFA 4 X 2	Truck, Dump, 3-5 Cubic Yard [621]	Utilities [64]	
280	2017	Ford	F-150 4x4	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	
281	1993	DeVries	Trailer	Trailer, Implement Transport [FH0]	Utilities [64]	
283	2012	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	
284	2012	Ford	F350 4 X 4	Truck, Pickup, 1 Ton [B40]	Utilities [64]	
285	2014	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	
286	2016	Ford	F250 4 X 4	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	
289	2018	Ford	F250 4 x 4	Truck, Pickup, 3/4 Ton [B30]	Utilities [64]	
324	2002	Solar Tech	MB2-2248	Trailer, Message Board, Solar [F21]	Utilities [64]	

Fleet Comparison 2018-2019

325	2002	Solar Tech	MB2-2248	Trailer, Message Board, Solar [F21]	Utilities [64]	
326	2005	Solar Tech	MB2-2248	Trailer, Message Board, Solar [F21]	Utilities [64]	
327	2005	Solar Tech	MB2-2248	Trailer, Message Board, Solar [F21]	Utilities [64]	
359	2014	International	7500 SBA 6 X 4	Truck, Catch Basin, Vacuum Jet [235]	Utilities [64]	
369	2007	Sterling	Vactor	Truck, Catch Basin, Vacuum Jet [235]	Utilities [64]	

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Final Plan for Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre Avenue.

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: Approve the Final Plan for Greenspire Apartments Phase V-C, 3413 Fawn Cove and 3413 West Centre Avenue, subject to MDEQ approval of the storm water discharge and finalization of the detailed engineering plans related to the underground utilities (storm sewer, water and sanitary sewer).

H & G II, LLC has submitted a Final Plan to construct Phase V-C of Greenspire Apartments within the Greenspire Planned Development (PD). The Final Plan for Phase V-C proposes construction of 100 apartment units in six, three-story buildings and associated site improvements. Phase V-A included the construction of 76 units in three buildings and Phase V-B included 108 units in five buildings. The total number of units in Phase V (Phases V-A, V-B, and V-C) is 284, consistent with the overall residential component of the Greenspire PD at 704 units on 83.3 acres with a density of 8.45 units per acre.

The original Greenspire PD rezoning and tentative plan/narrative was approved by City Council in April 2010 and subsequently amended in January 2017. Consistent with these approvals, apartment buildings will maintain a minimum 30-foot setback from the outer perimeter of the property, 30-foot separation between buildings and 25-foot setback from interior private streets. Additionally, buildings will not exceed 40-feet in height.

Access for Phase V-C will be from the existing drives from Fawn Cove and Shirley Court, which provides access to the signalized intersection at Tozer Court/Cooley Drive and West Centre Avenue. Access to West Centre Avenue is also available at Greenspire Drive. Sidewalks will be installed within Phase V-C and will connect to the existing sidewalk network located throughout the Greenspire PD.

Storm water from Phase V-C will be collected and conveyed to a treatment cell located between Buildings 4 and 5, along the north side of Fawn Cove, prior to being discharged to the adjacent lowland/wetland area. The Michigan Department of Environmental Quality (MDEQ) has reviewed this design and the appropriate approval/permit is pending.

In a report dated August 10, 2018, the Department of Community Development recommended the approval of the Final Plan for Greenspire Apartments Phase V-C, 3413 Fawn Cove and 3413 West Centre Avenue, subject to MDEQ approval of the storm water discharge and finalization of the

detailed engineering plans related to the underground utilities (storm sewer, water and sanitary sewer). At the August 16, 2018 meeting the Planning Commission reviewed the Final Plan and recommended City Council approve the plan subject to the same conditions.

FUNDING: N/A

- Attachments:**
1. August 17, 2018 Planning Commission transmittal
 2. August 10, 2018 Community Development staff report
 3. August 16, 2018 Planning Commission meeting minutes

TO: Honorable Mayor and City Council

FROM: Planning Commission

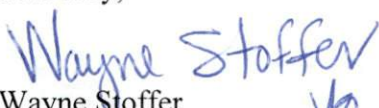
DATE: August 17, 2018

SUBJECT: Final Plan for Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre Avenue

During the August 16, 2018 meeting, the Planning Commission reviewed and discussed the Final Plan for the above captioned development project. Mr. Greg Dobson, representing H & G II, LLC, was present to support the final/site plan and explain the development project. No citizens spoke regarding the proposed development and no citizen communications have been received.

The final plan for Greenspire Apartments (Phase V-C) has been designed in substantial conformance with the approved tentative plan/narrative for the Greenspire Planned Development. After a brief conversation, a motion was made by Commissioner Patterson, seconded by Commissioner Corradini, to recommend to City Council that the Final Plan for Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre Avenue, be approved subject to MDEQ approval of the storm water discharge and finalization of the detailed engineering plans related to the underground utilities (storm sewer, water and sanitary sewer). The motion was unanimously approved 6-0.

Sincerely,


Wayne Stoffer
Chairman

TO: Planning Commission**DATE:** August 10, 2018**FROM:** Vicki Georgeau, ^hDirector of Community Development**SUBJECT:** Final Plan for Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre**I. INTRODUCTION:**

A final plan has been submitted by H & G II, LLC requesting approval to construct Phase V-C of the Greenspire Apartments within the Greenspire Planned Development (PD). The final plan for Phase V-C proposes construction of 100 apartment units in six, three-story buildings and associated site improvements. Phase V-A included the construction of 76 units in three buildings and Phase V-B includes 108 units in five buildings. The combined total number of units in Phase V (A, B and C) is 284, which is consistent with the overall residential component of the Greenspire PD at 704 units on 83.3 acres with a density of 8.45 units per acre.

The original Greenspire PD rezoning and tentative plan/narrative was approved by City Council on April 13, 2010 and amended in January 2017. Consistent with the 2010 and 2017 approvals, the apartment buildings will maintain a minimum 30-foot setback from the outer perimeter of the property, 30-foot separation between buildings and will be setback a minimum of 25-feet from the interior private streets. Access for Phase V-C will be provided from the existing access drives from Fawn Cove and Shirley Court which provides access to the signalized intersection at Tozer Court/Cooley Drive and West Centre Avenue. Access to West Centre Avenue is also available at Greenspire Drive. Sidewalks will be installed within Phase V-C and will connect to the existing sidewalk network located throughout the Greenspire PD accommodating pedestrian movements within the overall apartment complex and to/from the retail portion of the Greenspire PD along West Centre Avenue.

Storm water from Phase V-C will be collected and conveyed to a treatment cell located between Buildings 4 and 5, along the north side of Fawn Cove, prior to being discharged to the adjacent lowland/wetland area. The Michigan Department of Environmental Quality (MDEQ) has preliminary reviewed this design and the appropriate approved/permit is pending. Finally, outdoor lighting units associated with Greenspire Apartments (Phase V-C) will be similar to the existing apartments and will include light poles and building mounted fixtures with shielded fixtures in conformance with applicable ordinance standards.

II. RECOMMENDATION:

The final plan has been reviewed by the City Administrative departments and is consistent with the approved Greenspire PD tentative plan/narrative. Staff advises that the Planning Commission recommend to City Council approval of the Final Plan for Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre, subject to MDEQ approval of the storm water discharge and finalization of the detailed engineering plans related to the underground utilities (storm sewer, water and sanitary).

Attachments: Final Plan Sheets for Greenspire Apartments (Phase V-C)
2017 Approved Tentative Plan

T:\COMMDEV\2018-2019 Department Files\Board Files\Planning Commission\PC Reports\Site Plans\Greenspire Apartments (Phase V-C), 3413 Fawn Cove-FP.docx

FINAL SITE PLAN REVIEW

Greenspire Phase V-C

Greenspire Drive
City Of Portage
Kalamazoo County, Michigan
8/13/18

OWNER

H & G II, LLC
750 TRADE CENTRE WAY, SUITE 100
PORTAGE, MI 49002
(269) 342-8600

CONSTRUCTION MANAGER



AVB CONSTRUCTION, INC.
4200 W. CENTRE AVENUE
PORTAGE, MI 49024
269.329.2022

ARCHITECT

progressive

Progressive AE
1811 4 Mile Rd NE
Grand Rapids, MI 49525
(616) 361-2664

PLANS PREPARED BY:



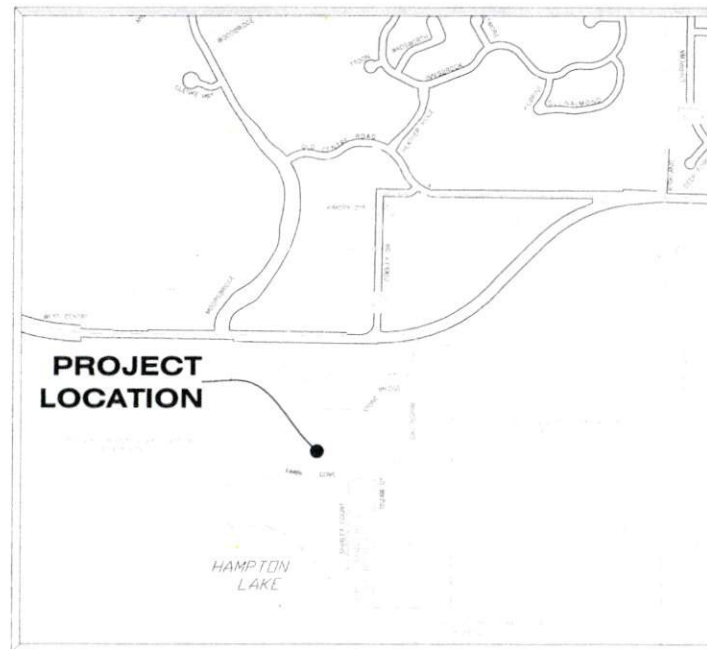
hurley & stewart

hurley & stewart, llc
2800 south 11th street
kalamazoo michigan 49009
269.552.4960 fax 552.4961
www.hurleystewart.com



UTILITY CONTACTS:

CONSUMERS ENERGY CO MIKE SOKOLOV 2500 E. CORK STREET KALAMAZOO, MI 49001 269.337.2244	ELECTRIC
CONSUMERS ENERGY CO KYLE OAK 2500 E. CORK STREET KALAMAZOO, MI 49001 269.337.2368	GAS
CHARTER COMMUNICATIONS MARK BURKE 4176 COMMERCIAL AVE PORTAGE, MI 49002 269.217.8152	CABLE TELEVISION
AT&T TODD SHIBAYAMA 2919 MILLCORN ST KALAMAZOO, MI 49001 269.384.4436	TELEPHONE
CITY OF PORTAGE BOB MILLER-SIEZ 7719 S. WESTMEADOW AVENUE PORTAGE, MI 49024 269.324.9235	WATER/SANITARY



SITE LOCATION MAP
SCALE: 1" = 500'



RECEIVED
AUG 13 2018
COMMUNITY DEVELOPMENT

DRAWING INDEX

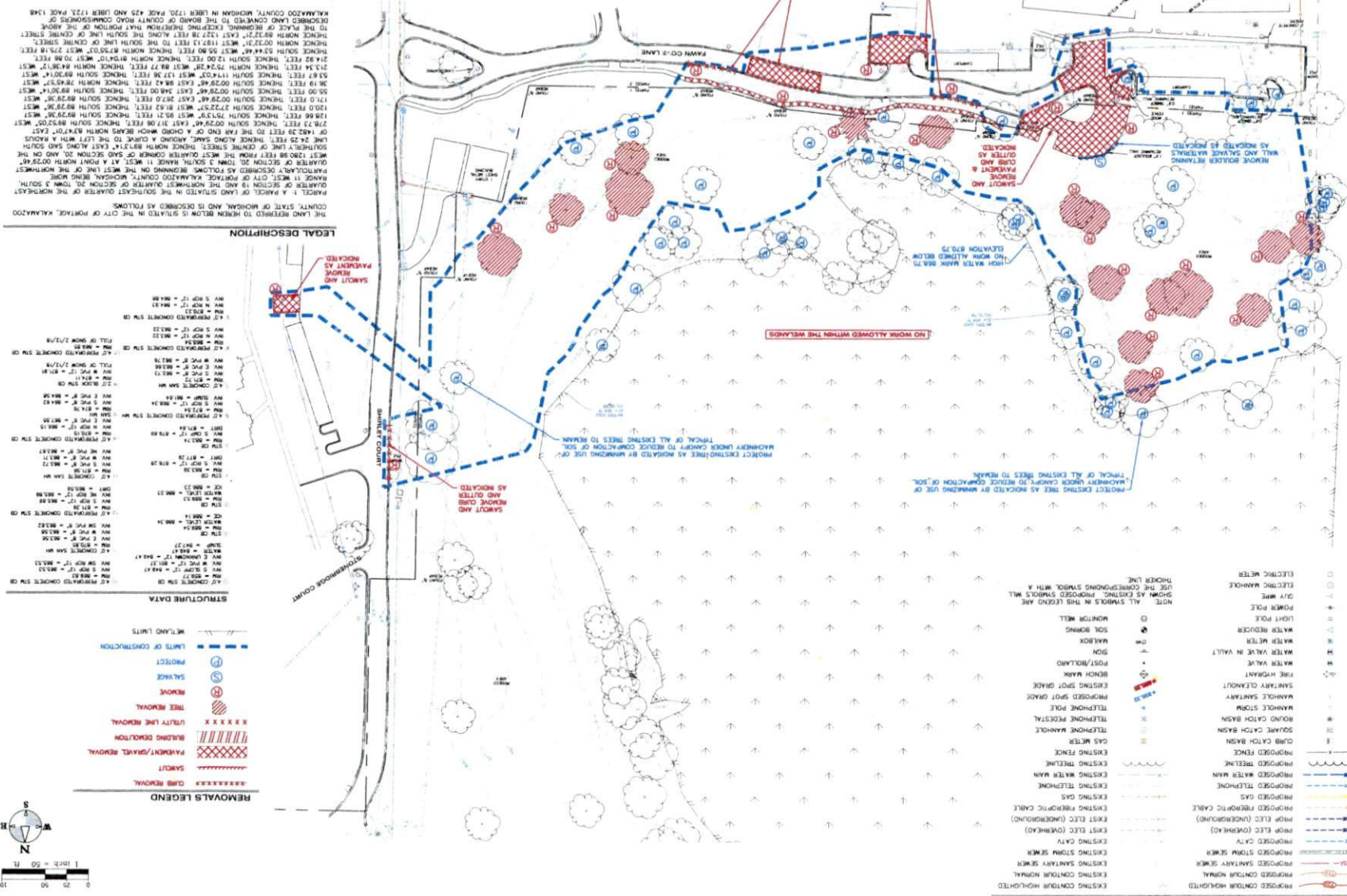
SHT #	DESCRIPTION
C-0	TITLE SHEET
C-1	EXISTING CONDITIONS - DEMOLITION SHEET
C-2	SITE LAYOUT PLAN
C-3	WATER PLAN
C-4	SANITARY PLAN
C-5	STORM PLAN
C-6	GRADING PLAN
C-7	DETAILS
L-1	SITE LANDSCAPE PLAN
L-2	LANDSCAPE ENLARGMENT PLAN
L-3	LANDSCAPE ENLARGMENT PLAN
L-4	LANDSCAPE DETAIL



EXISTING TOPOGRAPHY PROVIDED BY CASE AND ASSOCIATES LAND SURVEYING. ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

ISSUED FOR:
FINAL SITE PLAN REVIEW
8/13/18

LOCATIONS AS SHOWN ARE APPROXIMATE LOCATIONS
DERIVED FROM ACTUAL WEATHERMAN DATA AVAILABLE
IN RECORDS. DATA SHOULD NOT BE ASSUMED THAT THE
ARE THE ONLY SITES IN THE AREA



(35)

ZONING REQUIREMENTS

ZONING

ZONING: PD - PLANNED DEVELOPMENT
SETBACKS:
FRONT - N/A
MIN. SIDES - 30' BUILDING SETBACK
PROVIDED - 30' BUILDING SETBACK
REAR - N/A

PROPOSED USE
MULTI-FAMILY APARTMENTS, 3 STORIES, SLAB ON GRADE

PARKING

MULTI-FAMILY RESIDENTIAL
PARKING SPACES REQUIRED
3 SPACES PER PROPOSED UNIT = 100 UNITS X 2 = 213 SPACES
PARKING SPACES DEMOLISHED
= 13 SPACES
PARKING SPACES PROVIDED:
149 SPACES + 53 GARAGES + 23 BANKED = 225 SPACES
BARRIER FREE SPACES REQUIRED: 7 SPACES
BARRIER FREE SPACES PROVIDED: 7 SPACES

ALL BARRIER FREE SPACES DESIGNED PER ADA REQUIREMENTS
TYPICAL PARKING SPACE DIMENSION = 9' x 18'
TYPICAL GARAGE PARKING SPACE DIMENSIONS = 11.425' x 22'

SITE STATISTICS

BUILDING INFORMATION

CONSTRUCTION TYPE - 90
HEIGHT - NOT TO EXCEED 40 FEET PER APPROVED TENTATIVE PLAN
BUILDING OCCUPANCY - R2
SPRINKLER SYSTEM - NFPA 13B
BUILDING HEIGHT (FF TO ROOF) - 30'6"

SEE GRADING PLAN FOR GRADE ADJUSTMENTS TO MEET FIRE CODE

BUILDING 1 - 3 STORY 11,928 SFT WITH 12 UNITS
8 ONE-BED UNITS, 6 TWO-BED UNITS

BUILDING 2 - 3 STORY 11,928 SFT WITH 16 UNITS
10 ONE-BED UNITS, 6 TWO-BED UNITS

BUILDING 3 - 3 STORY 11,928 SFT WITH 16 UNITS
10 ONE-BED UNITS, 6 TWO-BED UNITS

BUILDING 4 - 3 STORY 11,928 SFT WITH 14 UNITS
8 ONE-BED UNITS, 6 TWO-BED UNITS

BUILDING 5 - 3 STORY 11,928 SFT WITH 12 UNITS
8 ONE-BED UNITS, 6 TWO-BED UNITS

BUILDING 6 - 3 STORY 23,856 SFT WITH 30 UNITS
18 ONE-BED UNITS, 12 TWO-BED UNITS

VARIBLE STALL GARAGE - NOT TO EXCEED 40 FEET IN HEIGHT

PHASE V-C AND OVERALL DEVELOPMENT SUMMARY

TOTAL SFT - 83,496 TOTAL UNITS - 100

SITE LEGEND

- (C1) LIGHT DUTY HMA PAVEMENT
- (C2) HEAVY DUTY HMA PAVEMENT
- (C3) C2 CURB AND GUTTER

*PROVIDE SPILL CURB AND GUTTER WHERE INDICATED.

- (S1) INTEGRAL SIDEWALK/CURB
- (S2) CONCRETE SURFACE
- (S3) PARKING STRIPING (5'x8')
- (S4) SIDEWALK RAMP - RAMP HMA
- (S5) DUMPSTER ENCLOSURE (SEE DETAIL)
- (S6) ADA RAMP (SEE DETAIL)
- (S7) STORMWATER TREATMENT CELL (SEE DETAIL)

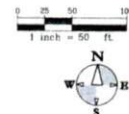
LEGEND

- (L1) LIGHT DUTY HMA PAVEMENT
- (L2) HEAVY DUTY HMA PAVEMENT
- (L3) PROPOSED BUILDING
- (L4) CONCRETE SIDEWALK
- (L5) CONCRETE CURB AND GUTTER
- (L6) TYPE VAINES

- (L7) BOULDER RETAINING WALL DETERMINED IN FIELD
- (L8) CONCRETE SPILL CURB & GUTTER. SEE DETAIL.

NOTES

1. ALL DIMENSIONS SHOWN ARE TO THE EDGE OF METAL.
2. PROVIDE CURB CUTS/RAMPS AT ALL BARRIER FREE ACCESS POINTS.
3. PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND MICHIGAN BARRIER FREE CODE.
4. MATCH EXISTING CURB & GUTTER SECTIONS WHEN CONNECTING TO THEM.
5. EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2012 EDITION, AND CITY OF PORTAGE STANDARD SPECIFICATIONS.
6. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REVISION MAY OCCUR.
7. ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
8. ALL EXTERIOR CONCRETE SHALL BE MOOT GRADE (P1 (3500PSI), AIR ENTRAINED, Limestone Aggregate, Broom Finished, Curing Seal).
9. ANY BITUMINOUS OR CONCRETE PAVEMENT, SANITARY SEWER, SANITARY SEWER SERVICE LEADS, OR STORM SEWER, WHICH IS DAMAGED BY THE CONTRACTOR DURING HIS OPERATIONS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AND AT THE CONTRACTOR'S EXPENSE.
10. ALL CONSTRUCTION SIGNING TO BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. REGULATORY SIGNAGE (IF SPECIFIED) SHALL BE PER MOOT.
11. ALL LIGHTING SHALL BE UPDATED TO MEET CURRENT PORTAGE STANDARDS. FIXTURES TO BE SHIELDED CUT-OFF STYLE. ANY ADDITIONAL FIXTURES TO BE NO GREATER THAN 25' HIGH.



Greenspire Apartments	
Proposed PD Zoning	
Acres	102.5600
Total Units (Proposed)	1,420
Total Units (Existing)	10,000
Total Units (Total)	11,420
Total Units (Per Lot)	6,500
Total Units (Per Lot)	6,500
Total Units (Per Lot)	754
Proposed Units	102
Units Available	320
Proposed Units	36
Proposed Units	76
Proposed Units	108
Proposed Units	100
Proposed Units	320
Proposed Units	0
Average (7 Units Available) (20%)	20.512

hurley & stewart, llc
2800 south 11th street
Ann Arbor, MI 48106
734.963.0000
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1. CLIENT: H&S #2
2. PROJECT: GREENSPIRE PHASE V-C
3. DATE: 8/13/18
4. FILE: 272_721_001318
5. PROJECT: GREENSPIRE PHASE V-C
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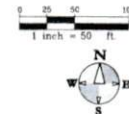
SITE LAYOUT PLAN
GREENSPIRE PHASE V-C
H&G, LLC

Sheet Title
Project
Client

8/13/18
Sheet
C-2

NOTES

- COORDINATE ALL UTILITY LOCATIONS AND ELEVATIONS WITH MECHANICAL DRAWINGS AND BUILDING CONTRACTOR PRIOR TO INSTALLATION.
- REMOVE SEDIMENT FROM ALL STRUCTURES ONCE PAVING IS COMPLETE AND REMOVE SILT SACKS.
- VERIFY NUMBER OF FITTINGS PRIOR TO ORDERING. TOTALS DO NOT INCLUDE VERTICAL DEFLECTIONS THAT MAY BE NEEDED.
- PROVIDE 18" WATER MAIN SEPARATION WHEN CROSSING OTHER UTILITIES. DEFLECT UNDER OTHER UTILITIES W/D USING FITTINGS WHENEVER POSSIBLE. SEE WATER MAIN PROFILE SHEET.
- WATER MAIN AND SANITARY SEWER MATERIALS AND INSTALLATION SHALL COMPLY WITH CITY OF PORTAGE SPECIFICATIONS.
- THE CONTRACTOR SHALL INSTALL PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
- CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT FOR GROUNDWATER AND SOILS INFORMATION. ANY UTILITIES REQUIRING DEWATERING SHALL BE INSTALLED TO THE CITY OF PORTAGE STANDARDS AND INCLUDED IN THE INSTALLATION COSTS. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING NECESSARY TO CONSTRUCT UTILITIES IN THE DRY.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- ALL WATER AND SEWER MAIN SHALL BE IN RESPECTIVE 20' AND 30' WIDE EASEMENTS TO THE CITY OF PORTAGE.
- SEE PROFILE SHEET FOR ALL SANITARY AND STORM PIPE SIZES, LENGTHS, AND SLOPES.
- ALL EXISTING PIPE TO BE REMOVED SHALL NOT BE REUSED.
- ALL WATER MAIN INSTALLED IN GROUND WATER OR POOR SOILS SHALL BE WRAPPED WITH POLYETHYLENE.



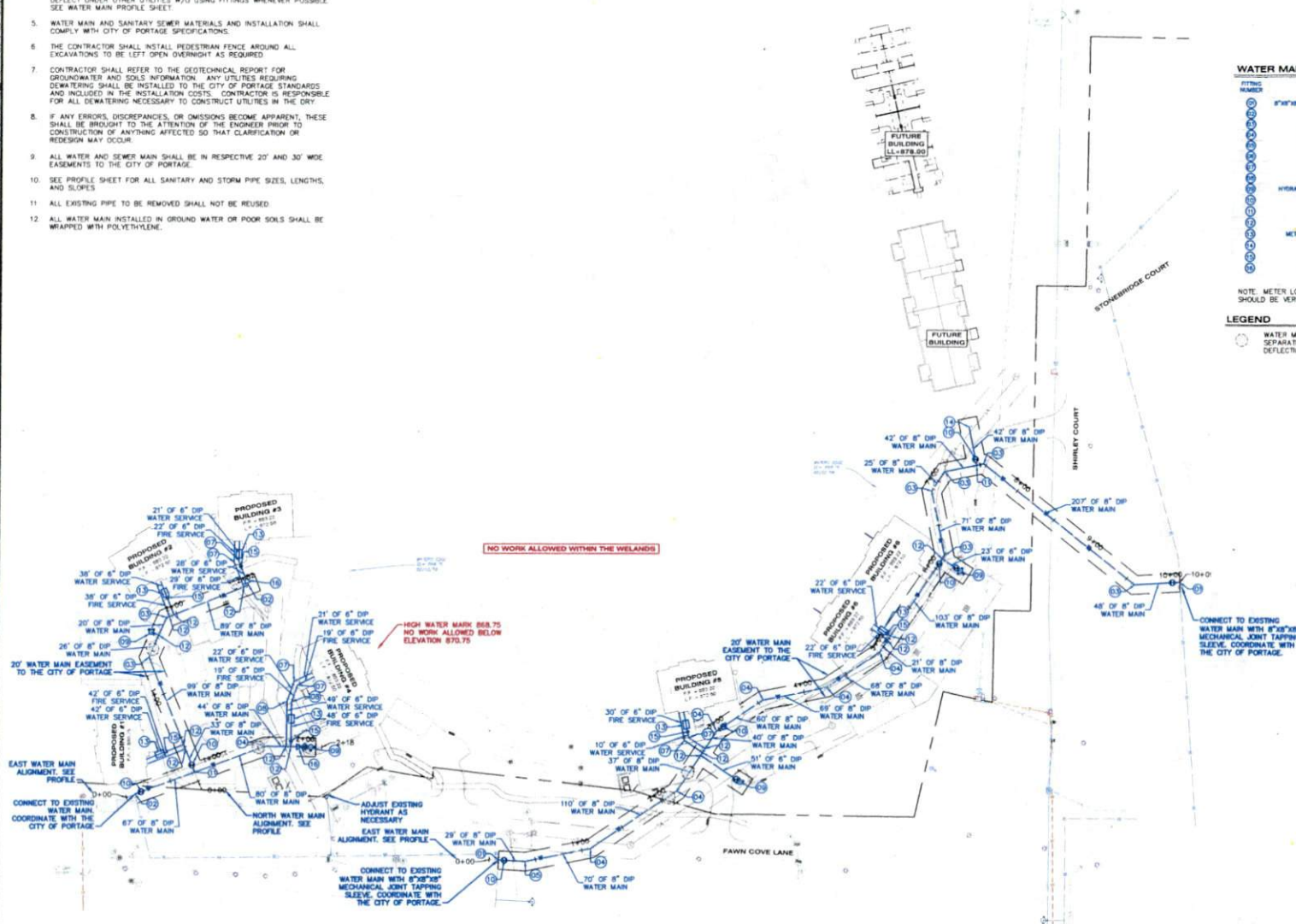
WATER MAIN FITTING SCHEDULE

FITTING NUMBER	DESCRIPTION	TOTAL NOS
1	8"X10" TAPPING SLEEVE & VALVE	2
2	8" 90° BEND	2
3	8" 45° BEND	2
4	8" 22.5° BEND	1
5	8" 11.25° BEND	0
6	8" 22.5° BEND	0
7	8" 11.25° BEND	0
8	HYDRANT ASSEMBLY WITH VALVE	4
9	8" GATE VALVE	0
10	8"X10" TEE	2
11	8"X10" TEE	14
12	METER PIT (PER DEP REG.)	0
13	6"X8" PLUG	1
14	8" GATE VALVE	0
15	8"X6" REDUCER	2

NOTE: METER LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED WITH CITY OF PORTAGE.

LEGEND

WATER MAIN DEFLECTION: PROVIDE 18" SEPARATION. NOTE: FITTINGS FOR WATER MAIN DEFLECTIONS ARE NOT SHOWN IN TABLE.



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oklahoma, michigan 48069
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DESIGNED BY: J. HURFLEY
CHECKED BY: J. HURFLEY
DATE: 4/14/18
SCALE: AS SHOWN
PROJECT: GREENSPIRE PHASE V-C
CLIENT: H&G, LLC

WATER PLAN
GREENSPIRE PHASE V-C
H&G, LLC

Sheet Title
Project
Client

8/13/18
Sheet
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1. COORDINATE ALL UTILITIES LOCATIONS AND ELEVATIONS WITH MECHANICAL DRAWINGS AND BUILDING CONTRACTOR PRIOR TO INSTALLATION.
2. REMOVE SEDIMENT FROM ALL STRUCTURES ONCE PAVING IS COMPLETE AND REMOVE SILT SACKS.
3. PROVIDE 18" WATER MAIN SEPARATION WHEN CROSSING OTHER UTILITIES. DEFLECT UNDER OTHER UTILITIES W/UD JOINTS FITTINGS WHENEVER POSSIBLE. SEE WATER MAIN PROFILE SHEET.
4. SEE SITE ELECTRICAL PLAN FOR LOCATION OF ALL ELECTRICAL SLEEVES AND CONDUIT.
5. WATER MAIN AND SANITARY SEWER MATERIALS AND INSTALLATION SHALL COMPLY WITH CITY OF PORTAGE REQUIREMENTS.
6. PLACE SANITARY CLEANDOUT EVERY 100' AND/OR AT BENDS ON ALL 8" SANITARY SEWER LEADS.
7. ALL STRUCTURE CASTINGS TO BE EAST JORDAN ROP WORKS OR APPROVED EQUAL. SEE STRUCTURE TABLE FOR SPECIFIC CASTING AT EACH STRUCTURE.
8. VERIFY LOCATION AND ELEVATION OF EXISTING SANITARY LEAD PRIOR TO ORDERING STRUCTURES AND CONSTRUCTION.
9. THE CONTRACTOR SHALL INSTALL PEDESTAL FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
10. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT FOR GROUNDWATER AND SOILS INFORMATION. ANY UTILITIES REQUIRING DEWATERING SHALL BE INSTALLED TO THE CITY OF PORTAGE STANDARDS AND INCLUDED IN THE INSTALLATION COSTS. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING NECESSARY TO CONSTRUCT UTILITIES IN THE DRY.
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12. SEE PROFILE SHEET FOR ALL SANITARY AND STORM PIPE SIZES, LENGTHS, AND SLOPES.
13. ALL EXISTING PIPE TO BE REMOVED SHALL NOT BE REUSED.

STR. #	RIM EL.	DIAM.	CASTING	PIPES IN:	PIPES OUT
SMH# 9	880.84	4'	1040 A	8" N: 865.78	8" SE: 865.68
SMH# 10	880.82	4'	1040 A		8" S: 866.28

43 LF OF 6" SAN @ 1.00%
INV. = 868.50

PROPOSED BUILDING #2
127 LF OF 6" SAN @ 1.00%
INV. = 868.50

CLEANOUT
INV. = 868.50

PROPOSED BUILDING #3
10 LF OF 8" SAN @ 0.50%
INV. 8" = 866.23
INV. 6" = 867.23

CLEANOUT
INV. = 868.07

84 LF OF 6" SAN @ 1.00%

10 LF OF 8" SAN @ 0.50%

WYE
INV. 8" = 866.20
INV. 6" = 867.23

85 LF OF 8" SAN @ 0.50%

37 LF OF 8" SAN @ 0.50%

28 LF OF 6" SAN @ 1.00%

WYE
INV. 8" = 867.63
INV. 6" = 865.43

147 LF OF 8" SAN @ 4.43%

88 LF OF 6" SAN @ 1.00%

2+18MAN @ 1.00%

30' SANITARY EASEMENT TO THE CITY OF PORTAGE

100 LF OF 8" SAN @ 0.50%

CORE INTO EXISTING STRUCTURE, E = 864.93
COORDINATE WITH CITY OF PORTAGE

EAST SANITARY ALIGNMENT SEE PROFILE

NORTH SANITARY ALIGNMENT SEE PROFILE

NO WORK ALLOWED WITHIN THE WELANDS

HIGH WATER MAIN 868.75
NO WORK ALLOWED BELOW ELEVATION 870.75

PROPOSED BUILDING #4
137 LF OF 8" SAN @ 0.50%

100 LF OF 8" SAN @ 0.50%

30' SANITARY EASEMENT TO THE CITY OF PORTAGE

CLEANOUT
INV. = 868.50

43 LF OF 6" SAN @ 1.00%

93 LF OF 6" SAN @ 1.00%

25 LF OF 8" SAN @ 0.50%

WYE
INV. 8" = 864.58
INV. 6" = 867.58

87 LF OF 8" SAN @ 0.50%

1 LF OF 8" SAN @ 0.50%

159 LF OF 8" SAN @ 0.50%

129 LF OF 8" SAN @ 0.50%

CORE INTO EXISTING STRUCTURE, E = 862.83
COORDINATE WITH CITY OF PORTAGE

PAWN COVE LANE

STR.	RM. EL.	DIAM.	CASTING	PIPES IN.	PIPES OUT
SMH # 1	878.94	4"	1040 A	8" NE: 863.79	8" SW: 863.69
SMH # 2	891.14	4"	1040 A	8" NE: 864.71	8" SW: 864.61
SMH # 3	881.49	4"	1040 A	8" NW: 865.25	8" SW: 865.15
SMH # 4	881.82	4"	1040 A	8" NE: 865.47	8" SE: 865.37
SMH # 5	882.18	4"	1040 A	8" SE: 866.78	8" SW: 866.68
SMH # 6	882.49	4"	1040 A	8" N: 870.57	8" SW: 870.47
SMH # 7	882.85	4"	1040 A	8" NE: 871.16	8" S: 871.06
SMH # 8	886.29	4"	1040 A	8" NE: 871.16	8" SW: 871.78



Sub No	18	Cont	P M	Est	Rev	QA/QC	Rev
ISSUED FOR REVISIONS							
1	CLIENT REVIEW #0						6/24/10
2	NOTE PLAN REVIEW						5/31/10
3	NOTE PLAN RECOMMITTAL						5/18/10
4	FINAL NOTE PLAN REVIEW						7/23/10

SANITARY PLAN
GREENSPIRE PHASE V-C
H&G, LLC

Sheet Title	Project	Client
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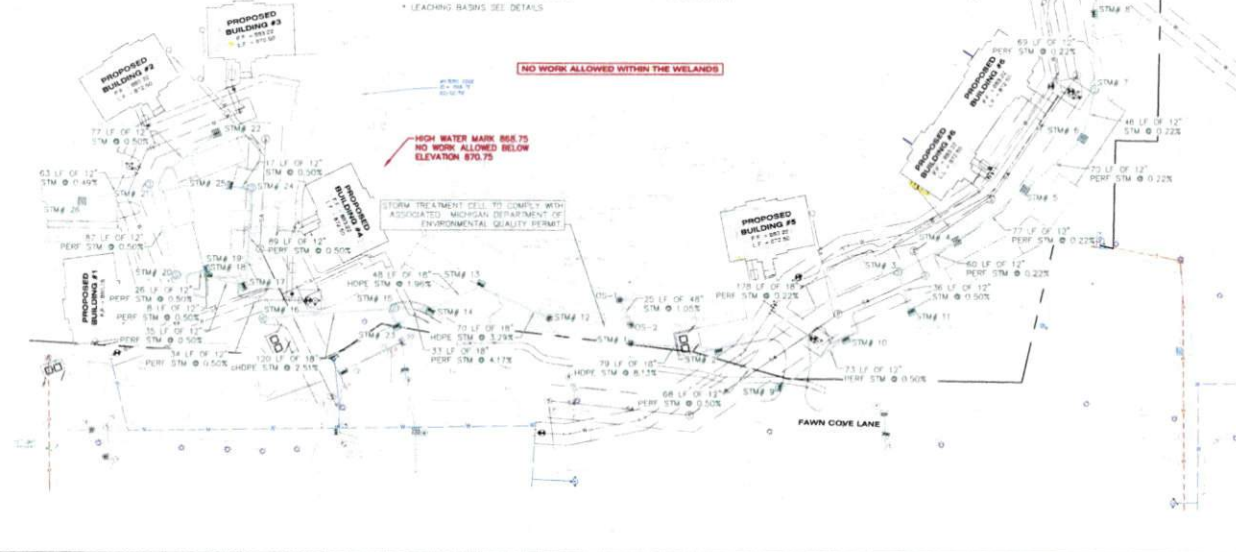
NOTES

- COORDINATE ALL UTILITY LOCATIONS AND ELEVATIONS WITH MECHANICAL DRAWINGS AND BUILDING CONTRACTOR PRIOR TO INSTALLATION.
- REMOVE SEDIMENT FROM ALL STRUCTURES ONCE PAVING IS COMPLETE AND REMOVE SILT SACKS.
- PROVIDE 18" WATER MAIN SEPARATION WHEN CROSSING OTHER UTILITIES. DEFLECT UNDER OTHER UTILITIES W/O USING FITTINGS WHENEVER POSSIBLE. SEE WATER MAIN PROFILE SHEET.
- SEE SITE ELECTRICAL PLAN FOR LOCATION OF ALL ELECTRICAL SLEEVES AND CONDUIT.
- WATER MAIN AND SANITARY SEWER MATERIALS AND INSTALLATION SHALL COMPLY WITH CITY OF PORTAGE REQUIREMENTS.
- PLACE SANITARY CLEANOUT EVERY 100' AND/OR AT BENDS ON ALL 6" SANITARY SEWER LEADS.
- ALL STRUCTURE CASTINGS TO BE EAST JORDAN IRON WORKS OR APPROVED EQUAL. SEE STRUCTURE TABLE FOR SPECIFIC CASTING AT EACH STRUCTURE.
- VERIFY LOCATION AND ELEVATION OF EXISTING SANITARY LEAD PRIOR TO ORDERING STRUCTURES AND CONSTRUCTION.
- THE CONTRACTOR SHALL INSTALL PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
- CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT FOR GROUNDWATER AND SOILS INFORMATION. ANY UTILITIES REQUIRING DEWATERING SHALL BE INSTALLED TO THE CITY OF PORTAGE STANDARDS AND INCLUDED IN THE INSTALLATION COSTS. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING NECESSARY TO CONSTRUCT UTILITIES IN THE DRY.
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- SEE PROFILE SHEET FOR ALL SANITARY AND STORM PIPE SIZES, LENGTHS, AND SLOPES.
- ALL EXISTING PIPE TO BE REMOVED SHALL NOT BE REUSED.

STORM SEWER STRUCTURE SCHEDULE

STR #	RM	EL	DIAM.	CASTING	PIPES IN	PIPES OUT
STW# 12	872.00	4'	BAR GRATE	18" NW 869.00		
STW# 13	875.06	4'	7045	18" SW 871.31 18" SE 871.31		
STW# 14	876.00	2'	7045	18" W 872.25 18" NE 872.25		
STW# 15	877.39	4'	1120	18" W 873.64 18" E 873.64 12" S 873.64		
STW# 16	880.40	4'	1120	12" NW 874.32 18" E 874.65		
STW# 17	879.89	4'	7045	12" N 875.12 12" SE 874.49 12" W 874.49		
STW# 18	879.40	4'	7045	12" NW 874.66 12" E 874.66		
STW# 19	878.97	4'	7045	12" W 874.70 12" SE 874.70		
STW# 20	879.84	4'	1120	12" N 874.83 12" E 874.83		
STW# 21	881.04	4'	1120	12" NE 875.27 12" S 875.27 12" W 875.24		
STW# 22	881.01	4'	5105 M1	12" SW 875.85		
STW# 23	877.29	4'	7045	12" N 875.54		
STW# 24	880.15	4'	1120	12" W 875.58 12" S 875.58		
STW# 25	879.01	2'	7045	12" E 875.85		
STW# 26	880.00	4'	5105 M1	12" E 875.85		

* LEACHING BASINS SEE DETAILS



STORM SEWER STRUCTURE SCHEDULE

STR #	RM	EL	DIAM.	CASTING	PIPES IN	PIPES OUT
OS-1	873.00	6'	BAR GRATE	48" NW 863.55	48" SE 863.51	
OS-2	872.00	6'	BAR GRATE	48" NW 863.55		
STW# 1	872.00	4'	BAR GRATE	18" E 869.00		
STW# 2	879.34	4'	7045	18" NE 873.00 12" SE 873.88 18" W 875.44		
STW# 4	881.39	4'	5105 M1	12" NE 873.52 12" SW 873.52		
STW# 5	881.84	4'	5105 M1	12" NE 873.68 12" SW 873.68		
STW# 6	881.86	4'	5105 M1	12" NE 873.84 12" SW 873.84		
STW# 8	881.19	4'	7045	12" S 874.00		
STW# 9	881.21	2'	7045	12" NE 874.22 12" NW 874.22		
STW# 10	880.58	4'	7045	12" SW 874.59		
STW# 11	880.36	2'	7045	12" N 874.59		

* LEACHING BASINS SEE DETAILS

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JOHN A. HURLEY, P.E., LEED AP BD+C, 507.332.0900
JESSICA M. STEWART, P.E., LEED AP BD+C, 507.332.0900
1 PLANT DESIGN
2 SITE PLAN DEVELOPMENT
3 CIVIL ENGINEERING
4 FINAL SITE PLAN REVIEW
507.332.0900
1000 WEST 1ST ST. SUITE 200, MANKATO, MN 56001

STORM PLAN
GREENSPIRE PHASE V-C
H&G, LLC

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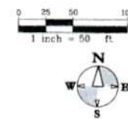
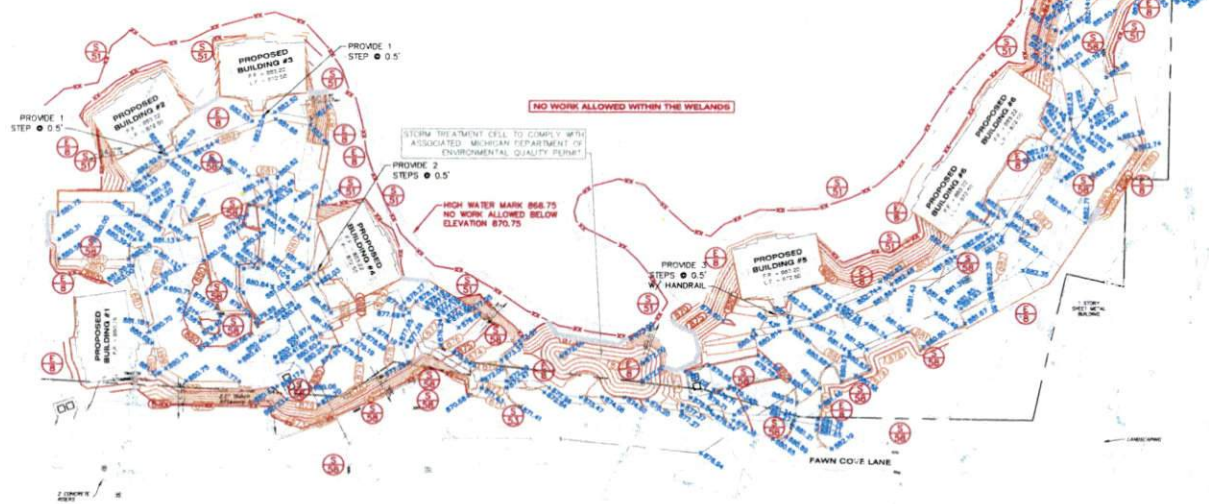
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GRADING NOTES

1. MATCH EXISTING GRADES AROUND PERIMETER WITH SLOPES AS SHOWN. MATCH AT 1: ON 3 IF NOT LABELED.
2. THE CONTRACTOR SHALL INSTALL PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
3. ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT GRADES AT EDGE OF METAL (EOM) UNLESS OTHERWISE NOTED.
4. ALL SOIL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO MASS GRADING.
5. ALL EXISTING ELEVATIONS ARE TO BE VERIFIED AND ACCEPTED AS SHOWN PRIOR TO COMMENCEMENT OF WORK.
6. REMOVE AND REPLACE WITH CONTROLLED FILL ANY AREAS THAT HAVE BEEN SOFTENED BY RAINS, FREEZING, CONSTRUCTION EQUIPMENT, ETC.
7. ALL REQUIRED FILL FOR THIS PROJECT SHALL BE SELECTED EXCAVATED MATERIAL FROM THE SITE APPROVED BY THE ENGINEER OR CLASS 4 GRANULAR MATERIAL FROM BORROW AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
8. ALL GRANULAR FILL UNDER THE INFLUENCE OF THE ROADWAY AND PROCESSED ROAD GRAVEL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
9. ALL COMPACTION SHALL BE ACCOMPLISHED BY PLACING THE FILL IN 12" LOOSE LIFTS AND MECHANICALLY COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY. FIELD DENSITY TESTS SHOULD BE PERFORMED ON EACH LIFT AS NECESSARY TO ENSURE THAT ADEQUATE MOISTURE CONDITIONS AND COMPACTION ARE BEING ACHIEVED.
10. SITE CONTRACTOR SHALL REMOVE AND STOCKPILE ALL TOPSOIL AND BLACK ORGANIC SOILS ON-SITE TO BE USED IN THE REGRADING OF LANDSCAPE AREAS. THIS MATERIAL IS NOT TO BE USED FOR FILL OR PAVEMENT SUBBASE. REMOVAL OF ANY EXCESS SOIL OFF-SITE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
11. CONTRACTOR RESPONSIBLE FOR VERIFYING EARTHWORK CALCULATIONS PRIOR TO COMMENCING WORK. NO EXTRA EARTHWORK WILL BE PAID FOR ONCE EARTHWORK HAS BEGUN ANY DISCREPANCIES WITH THE EARTHWORK CALCULATIONS SHALL BE REVIEWED WITH THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION.
12. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.

SESC NOTES

1. AVOID UNNECESSARY DISTURBING OR REMOVING EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE AREAS ACT AS SEDIMENT FILTERS.
2. CONTRACTOR SHALL APPLY FOR AND COMPLY WITH THE SOIL EROSION CONTROL PERMIT FROM THE CITY OF PORTAGE AT ALL TIMES.
3. ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEANUP AND APPROVAL.
4. CONTRACTOR TO PROVIDE STRAW BALE DAMS OR SILT FENCES ACROSS ALL DITCHES, SWALES, AND ROUGH CUT ROADS WHICH EXIST FROM THE SITE TO ELIMINATE SEDIMENT RUNOFF. PROVIDE STRAW BALE DAMS, SILT FENCES OR INSTALL FILTER FABRIC UNDER INLETS AT ALL STORM SEWER STRUCTURES DURING CONSTRUCTION.
5. ALL SOIL PILES SHALL BE SURROUNDED BY SILT FENCE IF ALLOWED TO REMAIN IN PLACE FOR MORE THAN 7 DAYS. TOPSOIL PILES SHALL BE SEEDDED IF ALLOWED TO REMAIN IN PLACE FOR MORE THAN 20 DAYS. SPILL PILES SHALL NOT BE PLACED WITHIN 50' FROM ANY TEMPORARY OR PERMANENT WATERCOURSE.
6. THE CONTRACTOR SHALL COMPLY WITH THE WEEKLY RECOMMENDATIONS OF THE CERTIFIED STORM WATER OPERATOR.
7. ALL INLETS IN PAVED AREAS SHALL HAVE SILT SAVER SEDIMENTATION REDUCERS DURING CONSTRUCTION.
8. CLEAN ADJACENT ROADWAYS WHEN NECESSARY.
9. FINAL LANDSCAPING SHALL CONSIST OF MIN. 3" TOPSOIL, 200#/ACRE CLASS A SEEDING, 21/ACRE MULCH AND 240#/ ACRE CHEMICAL FERTILIZER NUTRIENT.
10. COORDINATE TOPSOIL STOCKPILE WITH OWNER.
11. PLACE TRACK MATS AT THE ENTRANCE TO REDUCE MATERIAL TRACKED OFF SITE.
12. COORDINATE THE CLEARING LIMITS WITH THE OWNER PRIOR TO COMMENCING WORK.



SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading allowed).
S51	SILT FENCE		Use adjacent to critical areas to prevent sediment laden sheet flow from entering these areas.
S53	STABILIZED CONSTRUCTION ACCESS		Used at every point where construction traffic enters or leaves a construction site.
S58	NET PROTECTION FABRIC DRIP		Use at streambank outlets, especially at construction sites.

BOULDER RETAINING WALL DETERMINED IN FIELD



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL UTILITIES AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
FIELD WORK PERFORMED BY LANDTECH PROFESSIONAL SURVEYING

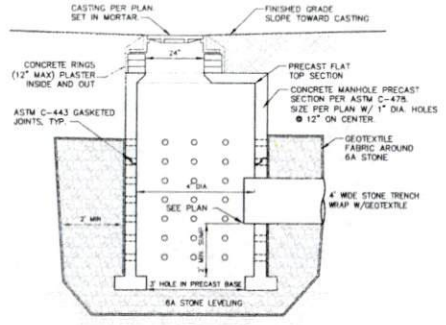
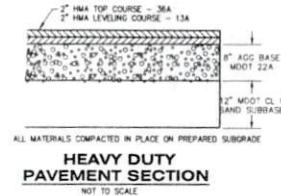
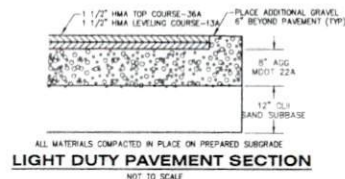
hurley & stewart, llc
2000 south 11th street
Kalamazoo, michigan 49009
phone: 268.4362 fax: 268.4961
www.hurleyandstewart.com



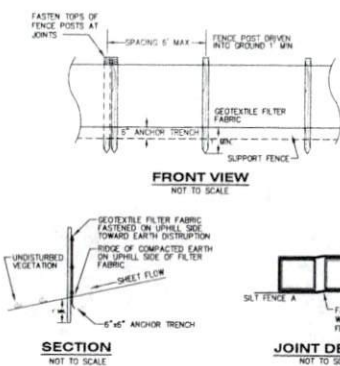
DATE: 8/13/18 BY: J. H. HARRIS, P.E. CHECKED: J. H. HARRIS, P.E. DATE: 8/13/18
DESIGNED: J. H. HARRIS, P.E.
1. CLIENT REVIEW #1 8/13/18
2. PERMITS REVIEW #1 8/13/18
3. PERMITS REVIEW #2 8/13/18
4. FINAL REVIEW #1 8/13/18
5. FINAL REVIEW #2 8/13/18
APPROVED: J. H. HARRIS, P.E.

GRADING PLAN
GREENSPIRE PHASE V-C
H&G, LLC

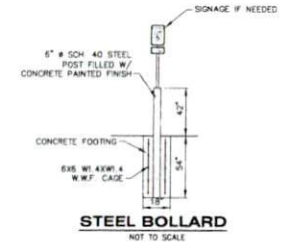
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Project: _____
Client: _____
Date: 8/13/18
Sheet: _____
C-6



LEACHING BASIN DETAIL
NO SCALE



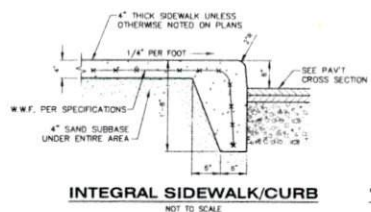
SILT FENCE DETAILS



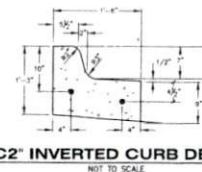
STEEL BOLLARD
NOT TO SCALE



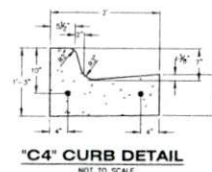
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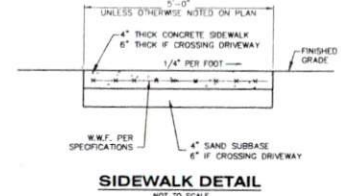
INTEGRAL SIDEWALK/CURB
NOT TO SCALE



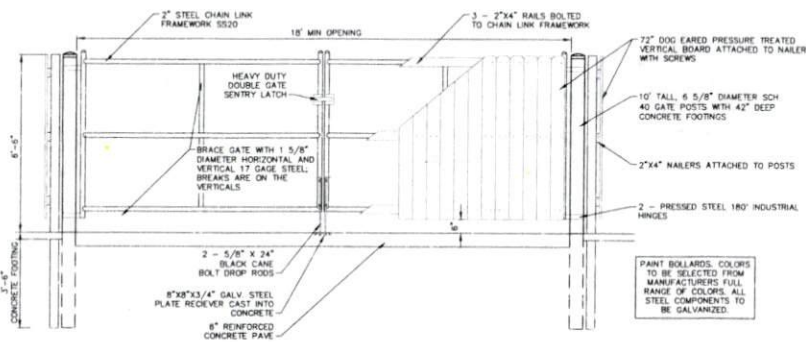
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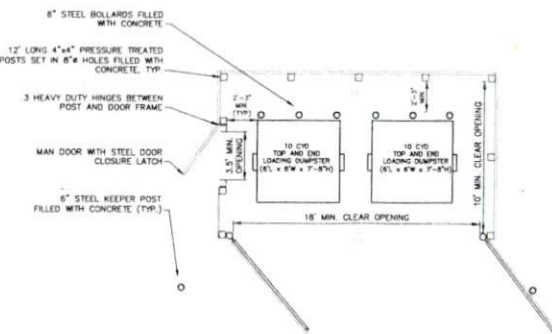
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SIDEWALK DETAIL
NOT TO SCALE



DOUBLE DUMPSTER ENCLOSURE SECTION
SCALE: 1\"/>



DOUBLE DUMPSTER ENCLOSURE PLAN
SCALE: 1\"/>

LANDSCAPE NOTES:

1. ALL LAWN AREAS SHALL BE SEEDED AND MULCHED WITH THE FOLLOWING MIXTURE: 20% IMPROVED PERENNIAL RYEGRASS, 40% FINE FESCUE, AND 40% KENTUCKY BLUEGRASS AT A RATE OF 8-10 LBS/1000 SFT. PROVIDE 18-19-19 STARTER FERTILIZER AT A RATE OF 5-7 LBS/1000 SFT.
2. ALL EDGING SHALL BE STANDARD COMMERCIAL-STEEL EDGING 8" x 4" ROLLED EDGE, FABRICATED IN SECTIONS OF STANDARD LENGTHS WITH JOINTS STAMPED FROM OR WELDED TO FACE OF SECTIONS TO RECEIVE STAKES IN STANDARD FINISH OF GREEN PAINT.
3. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK" MEASURED ACCORDING TO ANSI Z60.1 STANDARDS.
4. MAINTAIN TREES, SHRUBS, AND PERENNIALS FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
5. REMOVE AND REPLACE DEAD PLANTS IMMEDIATELY. REPLACE PLANTS THAT ARE MORE THAN 25% DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD. A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
6. MAINTAIN TREES, SHRUBS, AND PERENNIALS FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, TIGHTENING AND REPAIRING STAKES AND GUY SUPPORTS, AND RESETTling TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY Viable PLANTINGS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
7. BEGIN LAWN MAINTENANCE IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL ACCEPTABLE LAWN IS ESTABLISHED: A MINIMUM OF 60 DAYS AFTER SUBSTANTIAL COMPLETION.
8. MAINTAIN AND ESTABLISH LAWN BY WATERING, FERTILIZING, WEEDING, USING CHEMICAL TREATMENT TO ELIMINATE BROADLEAF AND NOXIOUS WEEDS, MOWING, TRIMMING, REPLANTING, AND OTHER OPERATIONS. ROLL, REGRADE, AND REPLANT BARE OR ERODED AREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH LAWN.
9. PROTECT ADJACENT AND ADJOINING STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND PLANTINGS FROM HYDROSEEDING OVER-SPRAY AND DAMAGE CAUSED BY PLANTING OPERATIONS.
10. REMOVE STONES LARGER THAN 1" IN ANY DIMENSION AND REMOVE STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER FROM SITE.
11. MAINTAIN LAWN UNTIL A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED. FREE OF WEEDS AND SURFACE IRREGULARITIES, WITH COVERAGE EXCEEDING 90% OVER ANY 10 SQFT AND BARE SPOTS DO NOT EXCEED 5 BY 5 INCHES.

LEGEND

- NUMBER AND TYPE OF PLANTS TO BE PROVIDED AND INSTALLED:
- SEEDING LAWN
 - PERENNIAL PLANTING. SEE PLANTING SCHEDULE FOR PLANT SPACING REQUIREMENTS.
 - STONE COBBLE MULCH 2-3" DIA. NATURAL STONE COBBLE WASHED OVER FILTER FABRIC.
 - TURF SEEDING WITH EROSION BLANKET
 - PROPOSED DECIDUOUS TREE
 - PROPOSED EVERGREEN TREE
 - PROPOSED SHRUBS, EVERGREEN AND DECIDUOUS
 - STEEL LANDSCAPE EDGING

Planting Schedule Trees

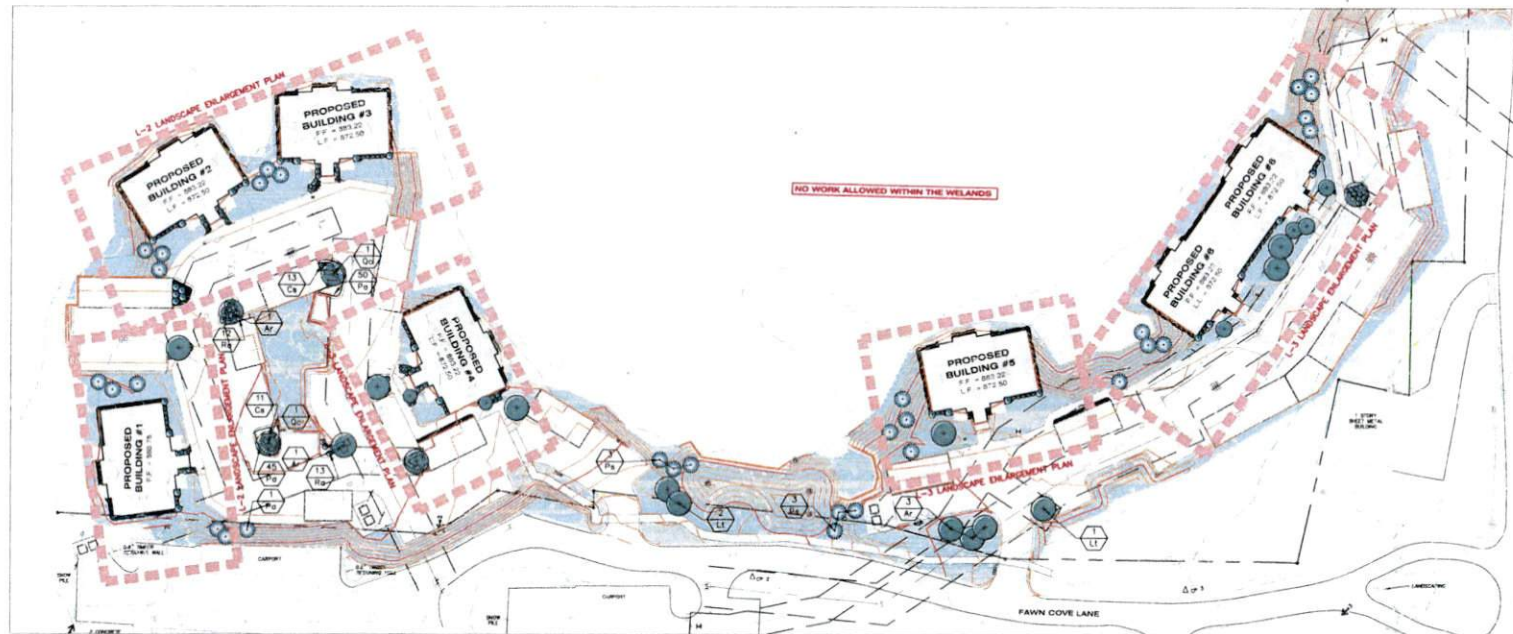
Symbol	Latin Name	Common Name	Size	Container Type	Comments
Ac	Amelanchier canadensis	Shadblow Service Berry	8" Ht	9A/B	
Ar	Acer rubrum 'Armstrong'	Armstrong Maple	3" Cal	9A/B	3-4 stem clump
As	Acer saccharum 'Commencement' or 'Legacy'	Commencement or Legacy Sugar Maple	3" Cal	9A/B	
L1	Liriodendron tulipifera	Tulip Tree	3" Cal	9A/B	
Pd	Pinus strobus	Norway Spruce	8" Ht	9A/B	Shaded well shaped
Pg	Pinus strobus	Eastern White Pine	8" Ht	9A/B	
Qc	Quercus coccinea	Scarlet Oak	3" Cal	9A/B	Shaded well shaped
Tc	Taxus canadensis	Canadian Hemlock	8" Ht	9A/B	

Planting Schedule Shrubs

Symbol	Latin Name	Common Name	Size	Container Type	Comments
Cs	Oenothera glazioviana 'Hummingbird'	Hummingbird Summer Sweet	30" Ht	Cont	
Cx	Chorizanthe speciosa 'Texas Scarlet'	Texas Scarlet Flowering Quince	30" Spr	Cont	
Cos	Cornus stolonifera 'Farrow'	Arctic Fire Dogwood	30" Ht	Cont	
Es	Eurythmum alatum 'Compactum'	Deerf Burning Bush	36" Ht	Cont	
Fm	Fothergilla major 'Mt. Airy'	Mt. Airy Fothergilla	36" Ht	Cont	
Hf	Hypericum frondosum 'Sunburst'	Sunburst St. Johnswort	3 Cal	Cont	
Hp	Hydrangea paniculata 'Drapery'	Pinkie Whisk Hydrangea	36" Ht	Cont	
lv	Ilex verticillata 'Little Goby' & 'Little Goby Girl'	Little Goby Winterberry	30" Ht	Cont	1 Goby Girl shrub for every 6 Goby Girls
lv	Ilex virginica 'Spray'	Little Henry Sweetgum	24" Spr	Cont	
My	Myrica pensylvanica	Northern Bayberry	36" Ht	Cont	
Ra	Ribes alpinum	Alpine Currant	36" Ht	Cont	
Rg	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	30" Spr	Cont	
Tm	Taxus x media 'McCluskey'	McCluskey Yew	42" Ht	9A/B or Cont	
Vj	Viburnum Juddii	Juddii Viburnum	36" Ht	Cont	

Planting Schedule Perennials

Symbol	Latin Name	Common Name	Size	Container Type	Comments
Hm	Hakonechloa macro 'Aureola'	Gold Japanese Forest Grass	#2	Cont	
Ls	Liriope spicata	Creeping Liriope	#1	Cont	
Pg	Pennisetum glaucum 'Nurella'	Fountain Grass 'Nurella'	#2	Cont	24" x 6"

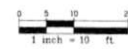


SITE LANDSCAPE PLAN
GREENSPIRE PHASE V-C
H&G, LLC

Sheet Title
Project
Client
6/13/18
Sheet
L-1

hurley & stewart, llc
2000 south 11th street
kalamazoo, michigan 49009
phone: 268.4444
www.hurleyandstewart.com

1. CLIENT: H&G, LLC
2. SITE: 11th STREET
3. PROJECT: GREENSPIRE PHASE V-C
4. DATE: 6/13/18
5. SHEET: L-1



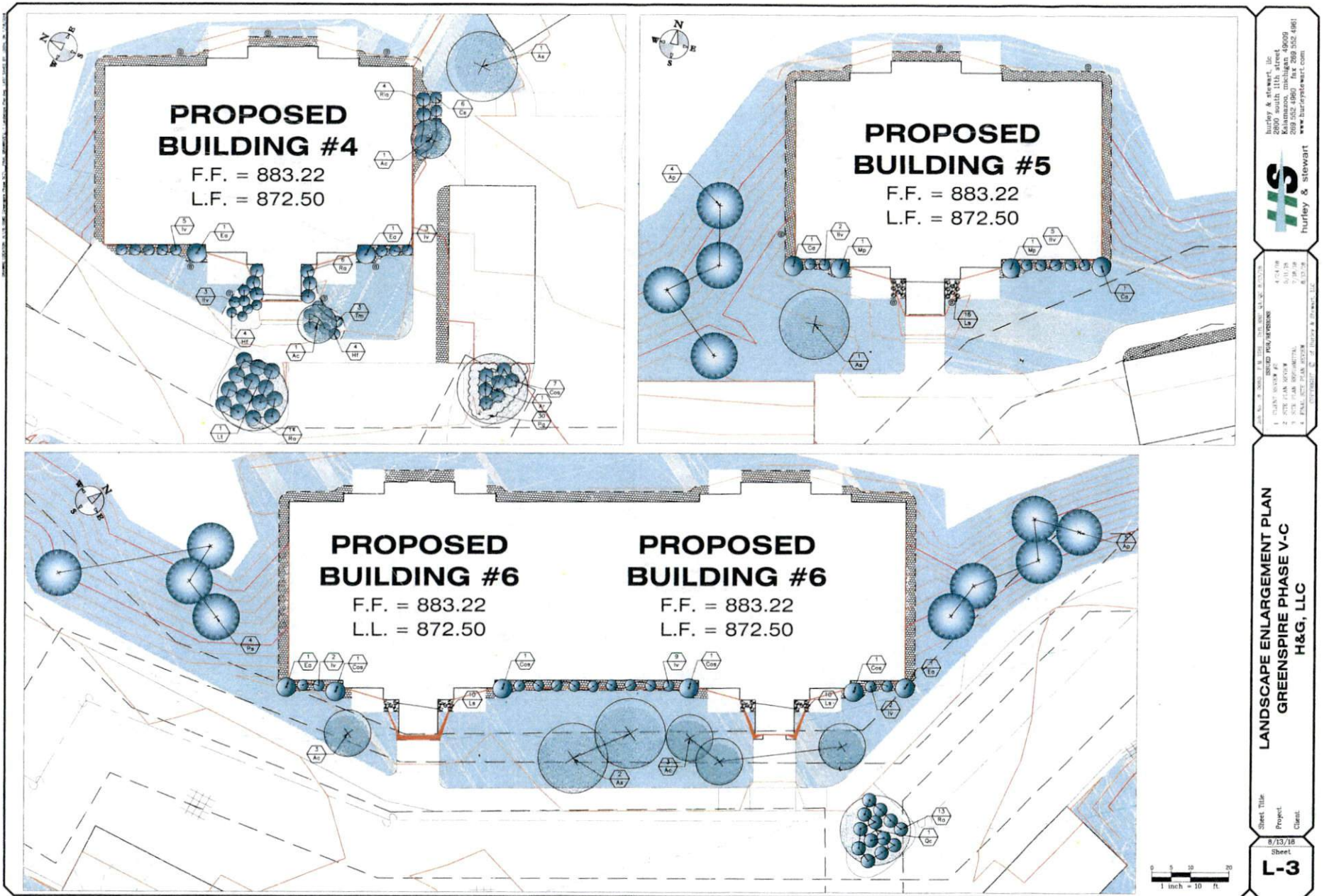
hurley & stewart

ISSUED FOR/REVISIONS	
1	CLIENT REVIEW #1 6/24/78
2	SITE PLAN REVIEW 8/11/78
3	SITE PLAN REVISIONAL 7/18/78
4	FINAL SITE PLAN REVIEW 8/13/78

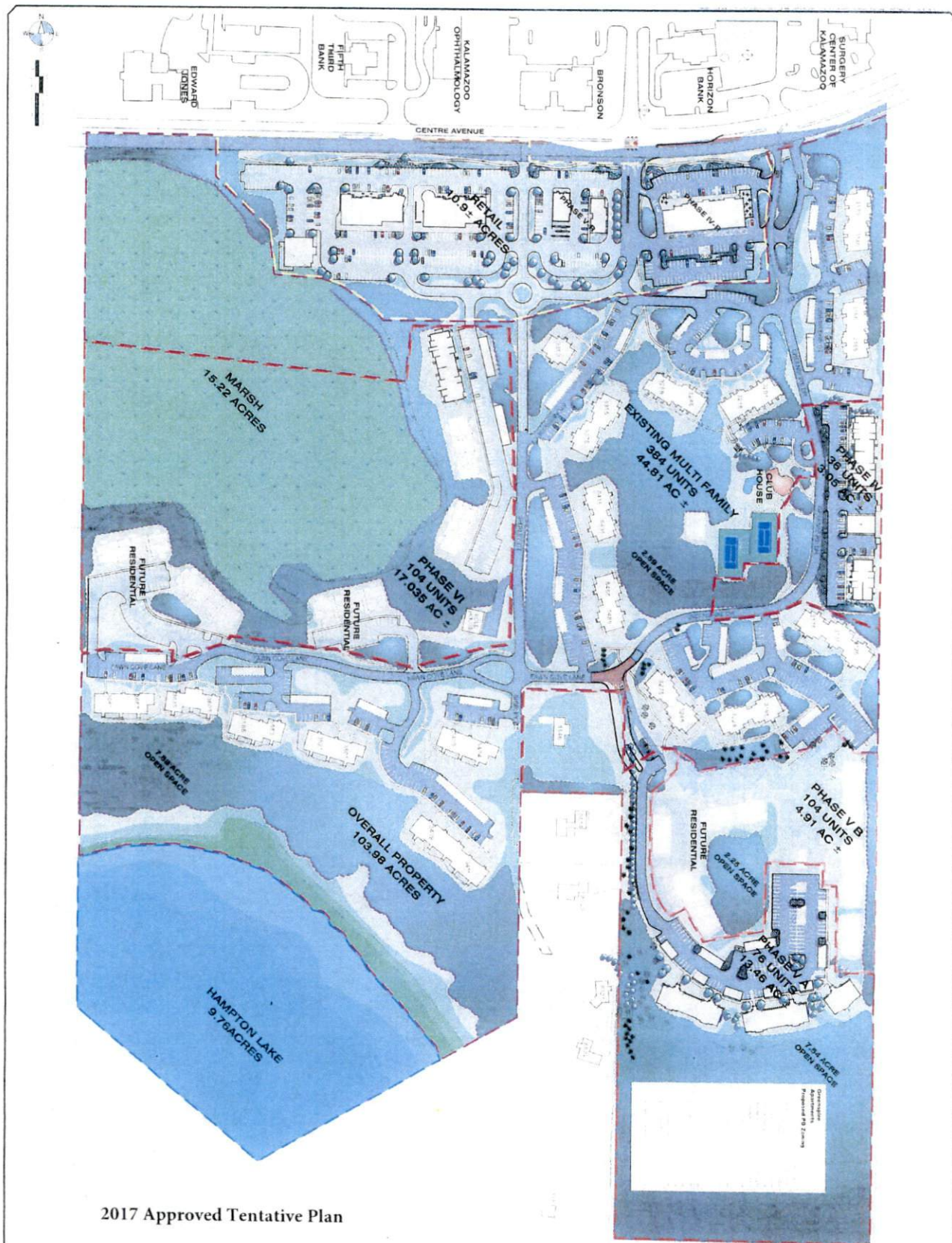
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**LANDSCAPE ENLARGMENT PLAN
GREENSPIRE PHASE V-C
H&G, LLC**

Sheet Title:
Project:
Client:
8/13/18
Sheet
L-2







PLANNING COMMISSION

August 16, 2018

DRAFT

The City of Portage Planning Commission meeting of August 16, 2018 was called to order by Chairman Stoffer at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. Seventeen citizens were in attendance.

PLEDGE OF ALLEGIANCE:

Chairman Stoffer led the Commission, staff and citizens in the Pledge of Allegiance.

IN ATTENDANCE:

Mike West, Senior City Planner, Randy Brown, City Attorney and Kyle Mucha, Zoning & Codes Administrator.

ROLL CALL:

Mr. West called the roll: Baldwin (yes); Place (yes); Schimmel (yes); Stoffer (yes); Corradini (yes); and Patterson (yes). A motion was then made by Commissioner Patterson, seconded by Commissioner Corradini, to Approve the Roll excusing Commissioners Pezzoli, Joshi and Harrell-Page. The motion was unanimously approved 6-0.

APPROVAL OF MINUTES:

Chairman Stoffer referred the Commission to the August 2, 2018 meeting minutes contained in the agenda packet. A motion was made by Commissioner Place, seconded by Commissioner Corradini, to approve the minutes as submitted. The motion was unanimously approved 6-0.

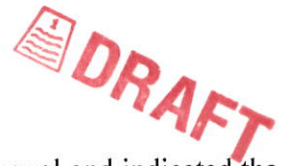
SITE/FINAL PLANS:

1. Site Plan: Stryker Corporation (expansion), 3800 East Centre Avenue. Mr. West summarized the August 10, 2018 staff report regarding a proposed industrial expansion at the existing Stryker Corporation facility located at 3800 East Centre Avenue. Mr. West indicated the proposed expansion project involved a 258,941 square foot building addition along the south side of the existing facility, along with associated parking, access and storm water related improvements. Mr. West discussed the new access drive proposed from Zylman Avenue, storm water treatment cells and infiltration basins located along the southern portion of the property and preservation of existing mature tree lines along South Sprinkle Road and Zylman Avenue. Mr. West also discussed a parking expansion plan that was administratively approved in July 2018 and nearing completion at the site, in preparation for the proposed building expansion project.

Phil Warden (representing Stryker Corporation) was present to support the application and discuss the proposed building expansion. Mr. Warden introduced the development team for the project and thanked the city for the continuing partnership with Stryker. Mr. Warden indicated the majority of the building expansion would be for manufacturing and indicated continued growth was forecasted.

Chairman Stoffer thanked Stryker Corporation for their continued investment in Portage. The Commission and Mr. Warden briefly discussed the timeline for construction, access and traffic flow. After additional discussion, a motion was made by Commission Patterson, seconded by Commissioner Corradini, to approve the Site Plan for Stryker Corporation (expansion), 3800 East Centre Avenue. The motion was unanimously approved 6-0.

2. Final Plan: Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre Avenue. Mr. West summarized August 10, 2018 staff report regarding a request from H & G II, LLC to construct Phase V-C of the Greenspire Apartments within the Greenspire Planned Development (PD). Mr. West indicated that Phase V-C proposes construction of 100 apartment units in six, three-story buildings with associated site improvements.

DRAFT

Mr. West discussed the original Greenspire PD rezoning and tentative plan/narrative approval and indicated the final plan for Phase V-C has been designed in substantial conformance with the approved tentative plan/narrative. Mr. West then briefly discussed access to Phase V-C, minimum apartment building setbacks, sidewalk installation and outdoor lighting. Mr. West indicated that storm water from Phase V-C will be collected and conveyed to a treatment cell located between Buildings 4 and 5, along the north side of Fawn Cove, prior to being discharged to the adjacent lowland/wetland area. Mr. West indicated that the Michigan Department of Environmental Quality (MDEQ) has preliminarily reviewed this design and the appropriate approved/permit is pending.

Greg Dobson (representing H & G II, LLC) was present to support the final plan and discuss Phase-V-C of the Greenspire Apartment. Mr. Dobson provided a brief history of Greenspire Apartments development and indicated an ongoing demand for additional housing units. Mr. Dobson discussed the ongoing efforts to preserve trees and natural features with Phase V-C to continue the wooded/natural theme of the Greenspire Apartments complex. Mr. Dobson also provided an update on the MDEQ review and approval of the permit to discharge storm water into the adjacent lowland/wetland area.

After additional discussion, a motion was made by Commissioner Patterson, seconded by Commission Corradini, to recommend to City Council that the Final Plan for Greenspire Apartments (Phase V-C), 3413 Fawn Cove and 3413 West Centre, be approved subject to MDEQ approval of the storm water discharge and finalization of the detailed engineering plans related to the underground utilities (storm sewer, water and sanitary). The motion was unanimously approved 6-0.

PUBLIC HEARING:

1. Rezoning Application #18/19-1, 5932 Iowa Avenue. Mr. West referred the Planning Commission to communication dated August 15, 2018 from the applicant (Matt Callander) requesting that the rezoning application be withdrawn from further consideration. Chairman Stoffer asked if anyone in the audience was present for this matter and indicated the Commission would be accepting the applicant's request to withdraw the application.

Tim Miller, on behalf of his mother Lois Miller who owns 5928 Iowa Avenue, requested clarity on the proposed withdraw of the rezoning application. Mr. West indicated the applicant had submitted a site plan earlier in the week for the office redevelopment which identified elimination of the storm water retention pond from the 5932 Iowa Avenue parcel: Site plan had been redesigned with storm water retention being handled underneath the parking lot on the office zoned parcels along West Milham Avenue.

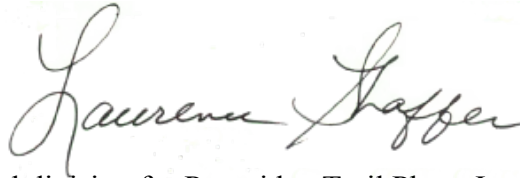
After additional discussion, a motion was made by Commissioner Schimmel, seconded by Commissioner Baldwin, to accept the applicant's request to withdraw Rezoning Application #18/19-1, 5932 Iowa Avenue, from further consideration. The motion was unanimously approved 6-0.

2. Preliminary Report: Rezoning Application #18/19-2, 4211 (east ½) and 4525 Long Lake Drive. Mr. West summarized the August 10, 2018 preliminary staff report regarding a request from Cassandra Hammermeister to rezone property located at 4525 Long Lake Drive from B-3, general business to R-1A, one family residential. During the administrative review of the rezoning request, Mr. West indicated that staff also noted that the eastern portion of 4211 Long Lake Drive is also zoned B-3 (western portion of 4211 Long Lake Drive is zoned R-1B, one family residential). Mr. West stated the property at 4211 Long Lake Drive is owned by the Michigan Department of Natural Resources (MDNR) and developed as a public access/boat launch to Long Lake. Given the applicant's request and the surrounding residential zoning/land use pattern in the area, Mr. West indicated the city administration expanded the rezoning application to also include consideration of the eastern portion of 4211 Long Lake Drive.

Roger Zahm of Battle Creek (applicant representative) was present to support the rezoning application. Mr. Zahm stated the applicant (Cassandra Hammermeister) was his daughter and her and her husband currently reside in Texas. Mr. Zahm indicated his daughter and her husband were planning on relocating back to Portage and planned to demolish the former Long Lake Roller Rink and construct a new lake home.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Preliminary Condominium Subdivision for Pennridge Trail Phase I

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: Approve the Preliminary Condominium Subdivision for Pennridge Trail Phase I, 1722 and 1800 West Osterhout Avenue, subject to submittal of detailed engineering plans for streets, utilities and storm water as outlined in the August 10, 2018 Department of Community Development staff report.

In June 2018, City Council approved the rezoning and tentative plan/narrative for the Pennridge Trail Planned Development project that includes a total of 137 single-family residential homes, 63 single-family detached homes and 74 attached duplex units, in multiple phases on the 46.54-acre tract of land with approximately 16 acres (34%) devoted to open space areas. Phase I of the Pennridge Trail Subdivision proposes 22 single-family residential lots/units on approximately 6.35 acres and construction of a new public street to be named Pennridge Drive from West Osterhout Avenue. The Preliminary Condominium Subdivision for Pennridge Trail Phase I has been designed in substantial compliance with the approved tentative plan/narrative.

In a report dated August 10, 2018, the Department of Community Development recommended the approval of Preliminary Condominium Subdivision for Pennridge Trail Phase I with two conditions regarding submittal of the detailed engineering drawings for the public streets, utilities and storm water. The Planning Commission convened a public hearing during the August 16, 2018 meeting to consider the Preliminary Condominium Subdivision for Pennridge Trail Phase I. Mr. Brian Wood, of Westview Capital, LLC was present to support the application and explain the development project. No additional citizens spoke during the public hearing and no written communications were received from area residents or interested citizens. At the conclusion of the public hearing, the Commission voted unanimously to recommend that City Council approve the Preliminary Condominium Subdivision for Pennridge Trail Phase I subject to the two conditions regarding submittal of the detailed engineering drawings for the public streets, utilities and storm water.

FUNDING: N/A

Attachments:

1. August 17, 2018 Planning Commission transmittal
2. August 10, 2018 Community Development staff report
3. August 16, 2018 Planning Commission meeting minutes

TO: Honorable Mayor and City Council

FROM: Planning Commission

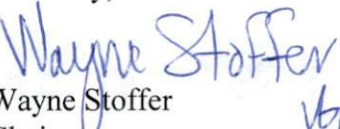
DATE: August 17, 2018

SUBJECT: Preliminary Condominium Subdivision of Pennridge Trail (Phase I), 1722 and 1800 West Osterhout Avenue

The Planning Commission convened a public hearing during the August 16, 2018 meeting to consider the Preliminary Condominium Subdivision of Pennridge Trail Phase I. Mr. Brian Wood of Westview Capital, LLC was present to support the application and explain the development project. No additional citizens spoke during the public hearing and no written communications were received from area residents or interested citizens.

After careful consideration, a motion was made by Commissioner Patterson, seconded by Commissioner Shimmel, to recommend to City Council that the Preliminary Condominium Subdivision of Pennridge Trail (Phase I), 1722 and 1800 West Osterhout Avenue, be approved subject to the two conditions contained in the Department of Community Development report dated August 10, 2017. The motion was unanimously approved 6-0.

Sincerely,


Wayne Stoffer
Chairman

S:\2018-2019 Department Files\Memos\City Council\2018 08 10 PC Pennridge Trail Subdivision (Phase I), 1722 and 1800 West Osterhout Avenue - preliminary condominium.doc

TO: Planning Commission

DATE: August 10, 2018

FROM: Vicki Georgeau, Director of Community Development

SUBJECT: Preliminary Site Condominium for Pennridge Trail Planned Development (Phase 1), 1722 and 1800 West Osterhout Avenue

I. INTRODUCTION:

Westview Capital, LLC has submitted the preliminary site condominium for Phase I of the Pennridge Trail Planned Development (PD). Phase 1 of the Pennridge Trail Subdivision proposes 22 single family residential lots/units and construction of a new public street (Pennridge Drive) from West Osterhout Avenue. The PD, planned development rezoning and tentative plan/narrative for the Pennridge Trail Planned Development received City Council approval in June 2018. The overall PD project includes a total of 137 single family detached/attached residential homes (63 single family detached homes and 74 attached duplex units) in multiple phases on the 46.54 acre tract of land with approximately 16 acres (34%) devoted to open space areas. Phase 1 of the Pennridge Trail has been designed in substantial compliance with the approved tentative plan/narrative. A copy of the June 2018 approved tentative plan for the overall Pennridge Trail PD project is attached for reference.

Applicant	Sites/Area	Location
Westview Capital, LLC	22 lots-units/6.35 acres (Phase 1)	Northeast ¼ of Section 32, North of West Osterhout Avenue and East of the Penn-Central railroad tracks.

II. BACKGROUND INFORMATION:

Article 6, Condominium Projects outlines the requirements for single family detached residential condominium subdivisions within the City of Portage pursuant to the authority conferred by the Michigan Condominium Act, PA 59 of 1978, as amended. Single family residential condominium projects must meet the Zoning Code requirements for the district in which the development is located including minimum lot size (area), width and setbacks unless otherwise approved by City Council. Additionally, all Required Improvements and Design Standards contained in Article 5, Division 4 of the Subdivision and Land Division Regulations are also applicable to the residential condominium subdivision project.

The following summarizes the requirements that are applicable to the preliminary condominium subdivision application.

Zoning – The subject property is zoned PD, planned development and consistent with the approved tentative plan and narrative, lots/units within the site condominium portion of the project will maintain a minimum 60-foot width and a minimum 8,000 square foot area with the average lot/unit being approximately 9,720 square feet in size. Single family detached homes within the site condominium portion of the development will have a maximum lot coverage of 30% and will maintain minimum building setbacks of 25-feet (front), 25-feet (rear) and 5-feet (side) with a minimum 15-foot separation provided between homes. Additionally, the homes will maintain a minimum 40-foot rear setback from

the outer perimeter of the property. Single family detached residential home sizes will range between 1,400 – 2,800 square feet of living area (excluding any basement area) with an attached two-car garage and deck or patio.

Section 42-803(i) of the Subdivision and Land Division Regulations establishes a provision for a maximum 20-lots on a cul-de-sac street. In conjunction with the PD rezoning and tentative plan/narrative approval in June 2018, City Council approved a modification to this standard allowing the 63 site condominium lots/units proposed in Phase 1, 4 and 5 of the project to be located on a public cul-de-sac street. As discussed during the PD rezoning and tentative plan/narrative review, a secondary emergency vehicle access drive will be constructed from the Pennridge Trail development to the existing industrial facility located to the north at 9801 Shaver Road prior to construction of more than 30 residential dwelling units.

- Vehicular Access/Streets/Utilities – Phase 1 of the Pennridge Trail Subdivision will be accessed through a public street extension (Pennridge Drive) from West Osterhout Avenue with provisions for future public and private street extensions. The new public street entrance may include a landscaped boulevard/median island at West Osterhout Avenue. If proposed with submittal of the final preliminary condominium (engineering) plan, the boulevard entrance and any other improvements located within the public street right-of-way will be owned and maintained by the condominium association with the appropriate maintenance/indemnification agreement provided to the city.

Municipal water and sewer will be extended to serve the development. Storm water will be collected and conveyed to a private retention basin proposed along the northern portion of the overall property, within the area identified for future Phase 3. Storm water related piping and structures located within the public streets will be owned and maintained by the city, while storm water related piping, structures and the private retention basin located outside of the public streets will be owned and maintained by the condominium association with the appropriate easements and maintenance/indemnification agreement provided to the city.

Sidewalks/Pedestrian Circulation – Section 42-804 of the Subdivision and Land Division Regulations establishes sidewalk requirements including installation of sidewalks along both sides of all streets. In conjunction with the PD rezoning and tentative plan/narrative approval in June 2018, City Council also approved a modification from this standard waiving the requirement for installation of a 5-foot wide concrete sidewalk along the West Osterhout Avenue frontage. Four-foot wide concrete sidewalks will be installed along both sides of the internal public streets.

III. PUBLIC NOTICE REQUIREMENTS:

In accordance with the Michigan Planning Enabling Act (PA 33 of 2008, as amended), a public notice was published in the local newspaper and notice was mailed to owners of land located within 300-feet of the subject property 15 days prior to the date of the public hearing.

Submission of the preliminary condominium subdivision is intended to provide the community with the opportunity to examine existing and proposed conditions pertaining to the development of the subdivision. After review and approval by the City Council, the preliminary condominium subdivision approval is effective for 12 months. During the 12 month period, detailed engineering drawings (final preliminary condominium) will be prepared and submitted to City Council for review and approval.

Following construction of the condominium improvements, the developer will request that City Council grant final condominium subdivision approval.

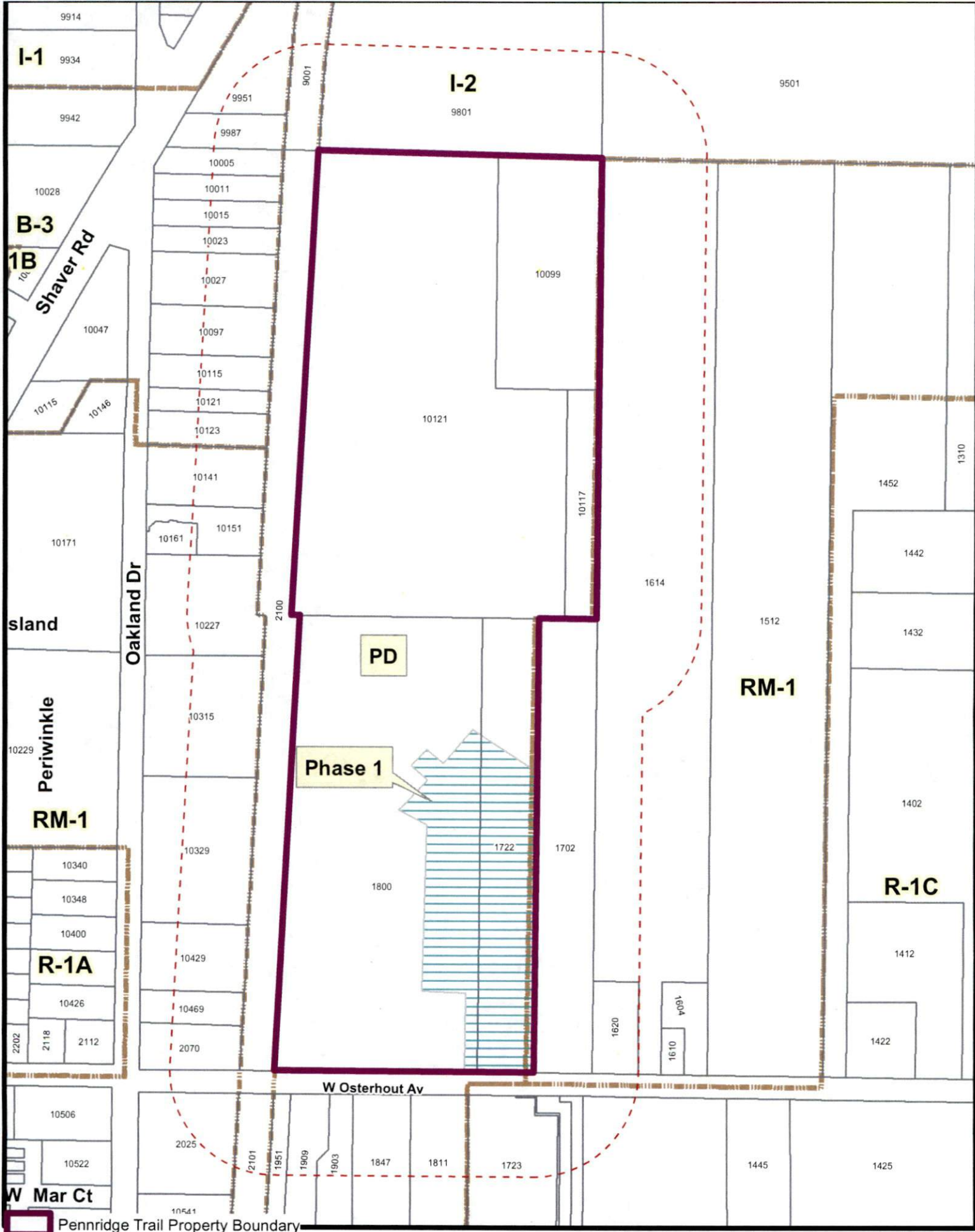
IV. RECOMMENDATION:

The preliminary condominium subdivision has been reviewed within the context of the Comprehensive Plan, Land Development Regulations and other applicable ordinance requirements. Based on the above information and subject to any additional information received during the public hearing, staff advises the Planning Commission recommend to City Council that the Preliminary Condominium for Pennridge Trail Subdivision (Phase I), 1722 and 1800 West Osterhout Avenue, be approved subject to the following conditions:

1. Streets and Utilities – The proposed street system, municipal water and sanitary sewer are acceptable in concept. Final design, location and related issues will be addressed as part of the detailed engineering plan review (final preliminary condominium plan). Any public utility located outside of the street right-of-way will require that an easement(s) be conveyed to the city. Additionally, any boulevard entrance/median island and any other improvements proposed within the public street right-of-way will be owned and maintained by the condominium association with appropriate maintenance/indemnification agreements provided to the city.
2. Storm Water Retention – Storm water from the development will be collected and conveyed to a private retention basin located along the northern portion of the overall property, within an area identified for future Phase 3. Final design and other related issues will be addressed as part of the detailed engineering plan review (final preliminary condominium plan). Storm water related piping and structures located within the public streets will be owned and maintained by the city, while storm water related piping, structures and the private retention basin located outside of the public streets will be owned and maintained by the condominium association. Appropriate easements and maintenance/indemnification agreements will be provided to the city.

Attachments: Zoning/Vicinity Map
 Aerial Photograph Map
 Preliminary Condominium Subdivision Plan (Pennridge Trail - Phase I)
 Pennridge Trail Planned Development – June 2018 Approved Tentative Plan

S:\Commdev\2018-2019 Department Files\Board Files\PLANNING COMMISSION\PC Reports\Plats-Site Condos\2018 08 10 Preliminary Condominium Subdivision, Pennridge Trail Subdivision (Phase I).doc



- Pennridge Trail Property Boundary
- Pennridge Trail Buffer Zone
- Pennridge Trail Phase 1

Tenative Condominium Plan Pennridge Trail (Phase 1)

NOTE: "PENNRIDGE TRAIL" IS A PROPOSED CONDOMINIUM AND PLANNED DEVELOPMENT. PROPOSED PHASE 1 (UNITS 1 - 22) IS A SINGLE FAMILY SITE CONDOMINIUM.

NOTE: "PENNRIDGE TRAIL" IS A PROPOSED CONDOMINIUM AND PLANNED DEVELOPMENT. PROPOSED PHASE 1 (UNITS 1 - 22) IS A SINGLE FAMILY SITE CONDOMINIUM.

SUBJECT PROPERTY = 46.54 ACRES
ADDRESS = 1800 W. OSTERHOUT AVE.
CURRENT ZONING = PD



AERIAL PHOTO OF VICINITY



SETBACKS WITHIN SITE CONDO

**SETBACKS WITHIN SITE CONDO
PORTION OF PROJECT:**

- MINIMUM WIDTH @ FRONT SETBACK = 60
- REQUIRED FRONT SETBACK = 25 (FROM R.O.W.)
- REQUIRED REAR SETBACK = 25
- REQUIRED SIDE SETBACK = 5
(MINIMUM 15 BETWEEN DWELLINGS)
- MAXIMUM UNIT COVERAGE = 30%
- MAXIMUM PERCENT REAR YARDED SETBACK = 40.0
- MINIMUM UNIT AREA = 8000 SQUARE FEET

NOTE: THIS TENTATIVE CONDOMINIUM PLAN IS INTENDED FOR CITY REVIEW RELATIVE TO TENTATIVE APPROVAL (STEP 1 APPROVAL) AS OUTLINED IN THE CITY OF PORTAGE'S LAND DEVELOPMENT REGULATIONS.

NOTE: ALSO SEE APPROVED PD TENTATIVE
PLAN FOR THIS DEVELOPMENT.

NOTE: CENTER TURN LANE SHALL BE PROVIDED WITHIN OSTERHOUT AVENUE (CONSTRUCTION PLANS PENDING)

GENERAL NOTES

- [illegible]

FIRE DEPT. NOTES

- FIRE DEPT. NOTES**
- 1) COMPLETIBLE BUILDING CONSTRUCTION SHALL NOT BE STARTED UNTIL THE FIRE DEPARTMENT AND ALL WEATHER ROAD SURFACE IS IN PLACE
- 2) THE FIRE FLOW FOR EACH BUILDING SHALL BE SHOWN FROM THE FIRE DEPARTMENT. THE FLOW PORTION OF THE BUILDING THIS FLOW IS BASED ON THE FLOOR AREA OF THE BUILDING INCLUDING THE ROOF AREA
- 3) IN NEW CONSTRUCTION, SHOULD A BUILDING EXCEED 2600 SQUARE FEET THE MINIMUM FIRE FLOW WILL BE BASED ON THE MINIMUM TYPE OF CONSTRUCTION
- 4) FIRE APPARATUS ACCESS ROADS LESS THAN 26' WIDE SHALL BE POSTED ON BOTH SIDES AS A FIRE LANE
- 5) ALL ROAD SIGNAGE SHALL BE INDICATED AS REQUIRED BY THE CITY
- 6) TEMPORARY STREET SIGNS SHALL BE PROVIDED AS TEMPORARY BY THE FIRE DEPARTMENT
- 7) WIDTH OF IMPROVED STREETS SHALL BE A MINIMUM OF 26 FEET
- 8) THE FIRE DEPARTMENT SHALL BE PROVIDED WITH AN ELECTRONIC COPY OF THE APPROVED SITE PLAN SHALL BE PROVIDED TO THE FIRE DEPARTMENT (LIFE FORM)

NOTE: SHOWN NUMBER OF SINGLE FAMILY SITE
CONDO UNITS IS 22. SHOWN NUMBER OF
DUPLEX BUILDINGS IS 11 (WITH 22 UNITS).
THE TOTAL NUMBER OF UNITS SHOWN WITHIN
PHASES 1 AND 2 IS 44. THE MAXIMUM
NUMBER OF UNITS ON SITE SHALL NOT
EXCEED 30 UNLESS A SECONDARY ACCESS
DRIVE ACCEPTABLE TO THE PORTAGE FIRE
DEPARTMENT IS IN PLACE.

EMERGENCY ACCESS DRIVE WILL BE CONSTRUCTED PRIOR TO THE 31st UNIT BEING CONSTRUCTED. IT IS ANTICIPATED THAT EMERGENCY ACCESS DRIVE WILL BE CONSTRUCTED AS PART OF PHASE 3.

PARCEL DESCRIPTION (ENTIRE SITE)

A parcel of land situated in the Northeast quarter of Section 32, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commence at the East quarter corner of Section 3, Town 3 South, Range 11 West, thence S 80°00'00" W 165.00 feet along the South line of the Northwest quarter of said Section to the Place of Beginning; thence continuing S 90°00'00" W 729.77 feet along said South line to the East quarter corner of said Section; thence S 22°15'00" W 1232.26 feet along said South line to the North line of the South half of said Northeast quarter of Section 32, thence N 89°53'07" W 25.00 feet along said Pennsylvania Railroad right-of-way to the Northwest quarter corner of said Section 32, thence S 82°46'14" E 822.30 feet along said North line to the East line of said Section 32, thence S 82°46'14" E 822.30 feet along said East line to the North line of the South half of said Northeast quarter of Section 32, thence N 89°53'07" W 165.00 feet along said North line to the Northwest quarter corner of said Section 32, thence S 82°46'14" E 822.30 feet along said North line to the North line of said Section 32, thence S 82°46'14" E 822.30 feet along said North line to the North line of the Northeast quarter of Section 32 to the Place of Beginning, containing 47.39 acres of land. The said 33.0 acre being subject highway Easement Parcel is subject to easements of condemnation.

APPLICANT:

WESTVIEW CAPITAL, LLC
2186 EAST CENTRE STREET
PORTAGE, MI 49002
(269) 321-2610

TENTATIVE CONDOMINIUM PLAN		REVISED 7/26/2014
PHASE 1 of PENNRIDGE TRAIL		DATE 6/14/2018
PART OF THE NE 1/4 of SEC. 32 T. 5 S. R. 11 W. - CITY OF PORTAGE, MICHIGAN		SHEET 1
Ingersoll, Watson & McMachen, Inc.		JOB NO.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS		36676
1302 East Witham Road - Portage, Michigan 49802 - Phone 269 344-6105 - Fax 269 344-0555		

NOTE: "PENNRIDGE TRAIL" IS A PROPOSED CONDOMINIUM AND PLANNED DEVELOPMENT

AERIAL PHOTO OF VICINITY
NO SCALE

NO SCALE

RECEIVED
APR 11 2018

MENT

PROPOSED SETBACKS WITHIN SITE CONDO PORTION OF PROJECT:

- MINIMUM REAR SETBACK = 50'
- REQUIRED REAR SETBACK = 25' (FROM R.O.A.)
- REQUIRED SIDE SETBACK = 5'
- MINIMUM 15' BETWEEN DWELLING UNITS
- MAXIMUM UNIT COVERAGE = 30%
- MINIMUM PERMITTED REAR YARD SETBACK 40'
- MINIMUM NET AREA = 8000 SQUARE FEET

NOTE: CENTER TURN LANE
SHALL BE PROVIDED WITHIN
OSTERHOUT AVENUE.

NOTE: PLANTING TREES, SHRUBS, OR
GROUND COVER MAY BE ALLOWED TO
ALLOW FOR ADDITIONAL LANDSCAPING AND
IMPROVEMENTS IN THE COMMON AREA.

GENERAL NOTES:

[illegible]

APPLICANT:
WESTVIEW CAPITAL, LLC
2186 EAST CENTRE STREET
PORTAGE, MI 49002
(269) 321-2610

TENTATIVE PLAN "PENNBRIDGE TRAIL" CONDOMINIUM PART OF THE NE 1/4 OF SEC. 24, T. 13 N., R. 11 W., CITY OF PORTSMOUTH, MISSOURI		REVISED: 3/15/2018
Ingersoll, Watson & McMachen, Inc. CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS		DATE: 2/02/2018
4219 East Milliken Road - Portage, Michigan 49802 Phone 360 344 0255 Fax 360 344 0523		JOB NO: 36676

UNIT AREA / COMMON AREA: (FOR DUPLEX AREA)

- CONDOMINIUM UNIT AREA = INTERIOR OF DWELLINGS
- GENERAL COMMON AREA = ROADWAYS, NATURAL AREAS, AND NON-YARD AREAS
- LIMITED COMMON AREAS = YARD AREAS AROUND EACH DWELLING

PROPOSED SETBACKS WITHIN
DUPLEX PORTION OF PROJECT:

- MINIMUM DISTANCE BETWEEN BUILDINGS: 20.0'
- MINIMUM DISTANCE BETWEEN EDGE OF ROADWAY AND FRONT OF BUILDING/WAREHOUSE: 25.0'
- MINIMUM PERIMETER REAR YARD SETBACK: 40.0'

NOTE: ADDITIONAL TREES MAY BE PLANTED IN VARIOUS LOCATIONS
ALONG WEST PROPERTY LINE TO SUPPLEMENT EXISTING TREES
AND/OR EARTH BERM MAY BE INSTALLED IN CERTAIN LOCATIONS

NOTE: ADDITIONAL TREES MAY BE PLANTED IN VARIOUS LOCATIONS
ALONG WEST PROPERTY LINE TO SUPPLEMENT EXISTING TREES
AND/OR EARTH BERM MAY BE INSTALLED IN CERTAIN LOCATIONS

FIRE DEPT. NOTES

THE FIRE FLOW FOR EACH BUILDING IS 1,000 GPM FROM ONE HYDRANT WITHIN AFT OF ALL PORTIONS OF THE BUILDING. THIS FLOW IS BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING BASEMENT FOR A BUILDING OF TYPE 1-A OR 2-A. THE MINIMUM FIRE FLOW SHALL BE BASED ON THE SIZE AND TYPE OF CONSTRUCTION FOR THAT BUILDING.

FIRE APPARATUS ACCESS RADIUS 20' TO 34' FEET WIDE SHALL BE POSTED ON ONE SIDE OF A FIRE LANE.

IT IS INTENDED THAT ALL STREETS WILL BE WIDE ENOUGH TO ALLOW TURNING ON ONE SIDE OF THE STREET PER THE FIRE CODE.

SITE DATA:

SITE AREA = 45.54 ACRES
OF DUPLEX BLOCS = 37 (74 UNITS)
OF SINGLE FAMILY UNITS = 63
TOTAL # UNITS = 74 + 63 = 137
NET DENSITY = 137 UNITS / 45.54 ACRES = 3.01 UNITS PER ACRE

OPEN SPACE

TOTAL OPEN SPACE = 16 ACRES
% OPEN SPACE = 16 / 43.8 = 34%

<u>PHASE #</u>	<u>SITE CONDO UNITS</u>	<u>DUPLEX UNITS</u>	<u>ANTICIPATED CONSTRUCTION</u>
1	21	0	2018-19
2	0	22	2019-21
3	0	22	2020-23
4	24	0	2021-24
5	18	0	2022-26
6	0	30	2023-28

(PHASING AND SCHEDULE SUBJECT TO CHANGE)

PARCEL DESCRIPTION:

A parcel of land situated in the Northeast quarter of Section 32, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

[illegible]

72 HOURS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

 DRAFT

The public hearing was opened by Chairman Stoffer. No citizens spoke regarding the proposed rezoning. After a brief conversation, a motion was made by Commissioner Patterson, seconded by Commissioner Baldwin, to adjourn the public hearing for Rezoning Application #18/19-2, 4211 (east 1/2) and 4525 Long Lake Drive, to the September 6, 2018 meeting. The motion was unanimously approved 6-0.

3. Preliminary Site Condominium: Pennridge Trail Subdivision (Phase 1), 1722 and 1800 West Osterhout Avenue. Mr. West summarized the August 10, 2018 staff report regarding a request from Westview Capital LLC to construct Phase 1 of the Pennridge Trail site condominium. Mr. West stated Phase 1 of the Pennridge Trail Subdivision proposes 22 single family residential lots/units and construction of a new public street (Pennridge Drive) from West Osterhout Avenue. Mr. West indicated the PD, planned development rezoning and tentative plan/narrative for the Pennridge Trail Planned Development received City Council approval in June 2018. Mr. West stated the overall PD project includes a total of 137 single family detached/attached residential homes (63 single family detached homes and 74 attached duplex units) in multiple phases on the 46.54 acre tract of land with approximately 16 acres (34%) devoted to open space areas. Mr. West indicated Phase 1 of the Pennridge Trail Subdivision has been designed in substantial compliance with the approved tentative plan/narrative and is recommended for approval subject to the two conditions contained in the staff report.

Brian Wood (Westview Capital LLC representative) was present to support the plan and explain the timeline for construction of Phase 1 of the Pennridge Trail Subdivision. Chairman Stoffer opened the public hearing. No citizens spoke regarding proposed preliminary site condominium. A motion was made by Commissioner Baldwin, seconded by Commissioner Schimmel, to close the public hearing. The motion was unanimously approved 6-0.

After a brief discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Schimmel, to recommend to City Council that the Preliminary Condominium for Pennridge Trail Subdivision (Phase 1), 1722 and 1800 West Osterhout Avenue, be approved subject to the two conditions outlined in the August 10, 2018 staff report. The motion was unanimously approved 6-0.

4. Special Land Use Permit: Paver Dog Park, 9651 Portage Road. Mr. West summarized the August 10, 2018 staff report regarding a Special Land Use Permit for Paver Dog Park, located at 9651 Portage Road. Mr. West stated that a previous determination in 2010 by the Department of Community Development was made indicating the operation of a dog park, located in a B-3 zoning district, would be permitted subject to a Special Land Use Permit approval.

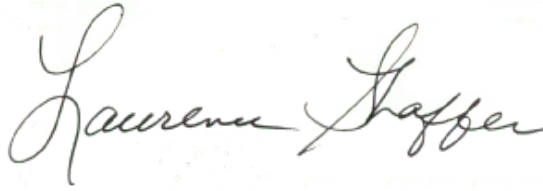
John Paver, Paver Dog Park, was present to speak on behalf of his application. Mr. Paver stated no fees would be associated with the use of the dog park. Mr. Paver stated documentation of all applicable shots and updated medical history would be required by patrons who wished to use the dog park. Mr. Paver stated agreement with the conditions set forth in the August 10, 2018 staff report.

Chairman Stoffer opened the public hearing. Jason Groth, 323 Dawnlee, spoke in favor of the dog park and inquired about the regulations for placement of screening fences on residential properties. Mr. West stated fencing on residential property may be placed up to the property line, and that a fence under seven feet in height does not require a building permit. Peg Fraga, 5124 Midfield, spoke in favor of a dog park at this location. Mrs. Fraga indicated Portage does not have enough dog parks, and the addition of the Paver Dog Park would be welcomed in Portage. There being no further public comments, Chairman Stoffer closed the public hearing.

With no further discussion, Corradini moved, seconded by Commissioner Patterson, to approve the Special Land Use Permit at 9651 Portage Road for Paver Dog Park subject to the following conditions; 1) the fenced outdoor dog park maintain a minimum 30-foot setback from the west property line and a 20-foot setback from the south and east property lines; 2) a 6-foot tall solid wood or decorative vinyl screening fence be installed along the west, south and east sides of the outdoor dog park area; 3) daily use of the outdoor dog park be limited to the hours of 9am to dusk; 4) no outdoor lighting be installed with the outdoor dog park; 5) no overnight boarding or kenneling of dogs occur at the site; 6) the outdoor dog park operate in compliance with all applicable City of Portage Code of Ordinances including Community Quality (Chapter 24) in regard to noise, odors, sanitation, health and be consistent with Section 42-461.E, Special Land Use Decisions. Motion passed 6-0.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Final Condominium Subdivision for Copperleaf Phase III

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: Approve the Final Condominium Subdivision for Copperleaf Phase III, 3800 West Milham Avenue and 5710 Angling Road, subject to:

1. completion of sidewalks and street trees by November 2020, and
2. amendment of Association Bylaws to include Phase III Maintenance and Indemnification agreements between the association and the City of Portage.

On January 9, 2018, City Council granted Final Preliminary Condominium approval of engineering plans for Copperleaf Subdivision Phase III which allowed the developer, Westfield Capital, LLC, to proceed with construction. The developer has completed all required public improvements with the exception of the concrete sidewalk and street trees. Receiving Final Condominium approval before completion of all public improvements will allow the developer to record an amendment to the Master Deed and Homeowner Association Bylaws. Once recorded, the developer can begin selling condominium sites and building houses.

Consistent with Final Preliminary Condominium approval, the storm water from the public streets will be collected and conveyed to an existing infiltration basin located in the middle portion of the overall property that was constructed with Phase I. Storm water related piping and structures located within the public streets will be owned and maintained by the city, while the infiltration basin will be owned and maintained by the Condominium Association. The association will also maintain the landscaped median islands located in Paxton Court. Maintenance and indemnification agreements between the association and the City of Portage concerning the landscaped areas located in the public street right-of-way and discharge of storm water from the public streets to the private basin were prepared and recorded with the Master Deed for Phase I and II. Similar agreements have been prepared and approved by the City Attorney to include the lots in Phase III. However, the Association Bylaws also need to be amended to include the Phase III agreements.

In conformance with Section 42-921 of the Land Development Regulations, and to ensure completion of the sidewalk and street trees, the developer has deposited a surety bond with the city in the amount of 125 percent of the total construction costs. The amount of the surety bond has been reviewed and determined to be acceptable by the City Administration.

It is recommended that Final Condominium approval be granted for Copperleaf Phase III with the stipulation that sidewalk and street trees be installed by November 2020 and the Association Bylaws be amended to include the Phase III agreements. Should the developer not complete the remaining public improvements, the developer can request City Council grant an extension of time or the surety will be used to complete the construction.

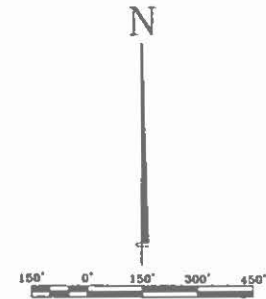
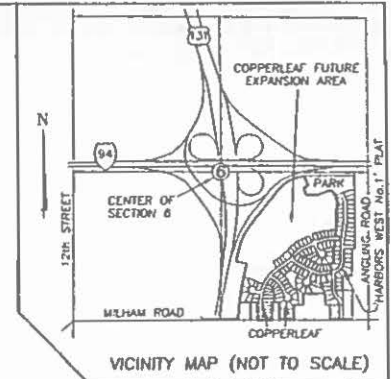
FUNDING: N/A

Attachments: 1. Final Condominium drawings for Copperleaf Phase 3

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD
C1	50.00'	170.00'	16°51'03"	S 81°34'53" W 49.82'
C2	12.75'	230.00'	3°10'36"	S 88°25'06" W 12.75'
C3	174.36'	680.00'	11°23'03"	N 32°19'24" E 175.01'
C4	232.73'	850.00'	16°01'51"	N 46°15'51" E 231.49'

L = 65.92' Rad = 727.51'
 $\Delta = 511'31"$
 Ch = N 86°52'04" E 65.90'

U.S. HIGHWAY I-94
 A LIMITED ACCESS HIGHWAY



L = 574.43' Rad = 727.51'
 $\Delta = 451'42"$
 Ch = S 61°39'08" W 559.62'

EXIT RAMP NORTH BOUND US-131
 A LIMITED ACCESS HIGHWAY

FUTURE DEVELOPMENT AREA
 (AREA = 40.2 ACRES)

20.0' WIDE PRIVATE EASEMENT
 TO THE CITY OF PORTAGE FOR
 STORM SEWER PURPOSES.
 (RECORDING PENDING)

PRIVATE EASEMENT TO THE
 CITY OF PORTAGE FOR STORM
 WATER BASIN PURPOSES.
 DOC. No. 2018-

PRIVATE EASEMENT TO THE
 CITY OF PORTAGE FOR STORM
 WATER BASIN PURPOSES.
 DOC. No. 2015-038216

20.0' WIDE PRIVATE EASEMENT
 TO THE CITY OF PORTAGE FOR
 STORM SEWER PURPOSES.
 DOC. No. 2015-036119

L = 478.71' Rad = 1054.92'
 $\Delta = 26°00'00"$
 Ch = S 26°01'56" W 474.61'

L = 6.0' Rad = 2573.79'
 $\Delta = 3°06'54"$
 Ch = N 11°16'57" E 139.91'

L = 139.93' Rad = 2573.79'
 $\Delta = 3°06'54"$
 Ch = N 11°16'57" E 139.91'

ELEVATION BENCHMARK:
 60d NAIL IN 18" OAK TREE.
 ELEVATION = 905.55.

Copperleaf
 CONDOMINIUM
 (33.81 ACRES)

CURVE #2
 L = 20.04'
 $\Delta = 20.01'$
 Ch = S 73°09'21" W 20.01'

CURVE #1
 L = 20.01'
 $\Delta = 10.00'$
 Ch = S 73°09'21" W 10.00'

IMPLANTED
 S 73°09'21" W 10.00'

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IMPLANTED
 S 73°09'21" W 10.00'

REPLAT No.2 - REVISED
 CONDOMINIUM BOUNDARY

LEGEND

- CONCRETE SURVEY MONUMENT
- M MEASURED DIMENSION

NOTES:

- 1) THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 6 AS BEING N. 00°00'00" W. AS SHOWN ON THE "HARBORS WEST No.1" RECORDED IN L. 40, PG. 9.
- 2) ALSO SEE SHEETS 3, 3B, 4, AND 4B FOR EASEMENT LOCATIONS AND INFORMATION.
- 3) THE ELEVATION DATUM AS SHOWN HEREON IS BASED ON U.S.C.S. DATUM AS PROMULGATED WITHIN THE CITY OF PORTAGE.

SURVEYOR'S CERTIFICATE:

I, RANDY B. LIGMAN, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY.

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No. 264, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT ALL OBSERVABLE ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED ARE SHOWN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND OR WILL BE PLACED BY JUNE 1, 2018 AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT No.59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No.59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No.59 OF THE PUBLIC ACTS OF 1978.

DATE OF SURVEY

RANDY B. LIGMAN
 PROFESSIONAL SURVEYOR No. 28413
 INGERSOLL, WATSON & MCMACHEN, INC.
 1133 EAST MILHAM ROAD
 PORTAGE, MI. 49002

Copperleaf

in the City of Portage, Kalamazoo County, Michigan

SURVEY PLAN

Ingersoll, Watson & McMachen, Inc.

AMENDED 07/01/2018
 AMENDED 06/19/2017
 PROPOSED 06/11/2015

DATE	6/11/2015
BY	36273
NO.	2

NOTES:

- STREETS WITHIN THE CONDOMINIUM PROJECT ARE PAVED ROADWAYS WITH CONCRETE CURBS AND MUST BE BUILT.
- PROPOSED CONCRETE SIDEWALKS AND PAVED TRAILS MUST BE BUILT.
- THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS DEVELOPED BY INGERSOLL, WATSON & McMAHON, INC.
- THE COORDINATES SHOWN ARE BASED ON A VALUE OF 8999.94 NORTH AND 7018.81 EAST ON THE SOUTH 1/4 CORNER OF SECTION 8, TOWN 3 SOUTH, RANGE 12 WEST.
- ANY EASEMENTS LOCATED WITHIN THE STREETS (SHOWN AS PUBLIC RIGHT-OF-WAY ARE NOT SHOWN HEREIN).
- SHOWN EASEMENTS BASED ON CERTAIN INFORMATION PROVIDED BY THE DEVELOPER. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.

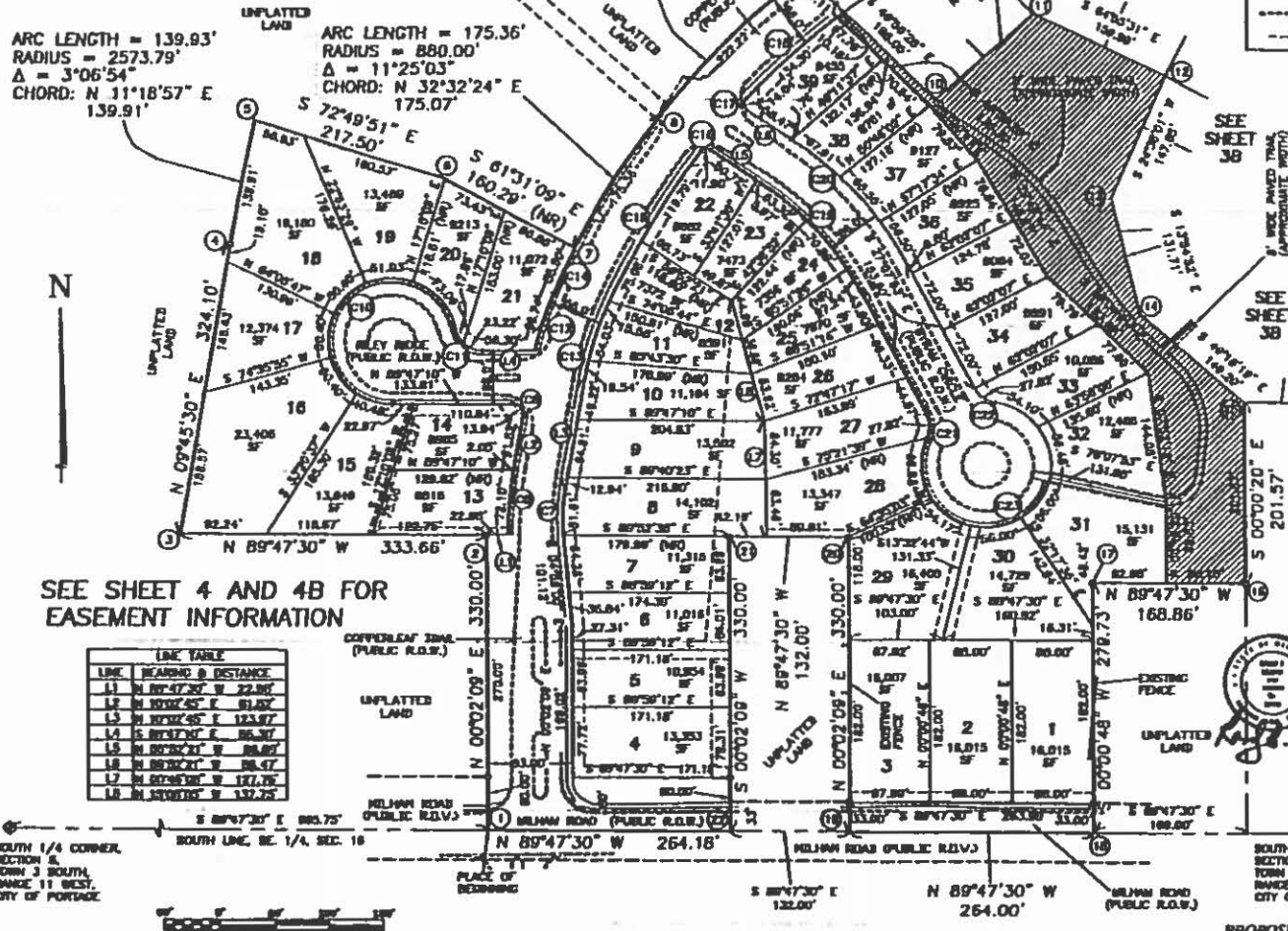
SEE SHEET 4 AND 4B FOR EASEMENT INFORMATION

LEGEND

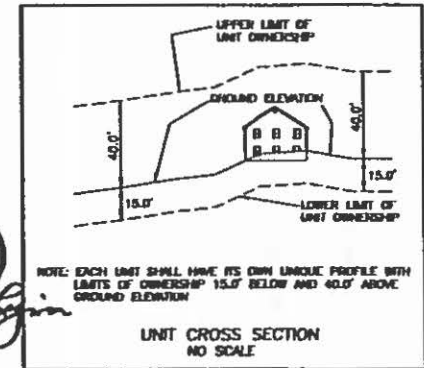
- GENERAL COMMON ELEMENT (HATCHED)
- COORDINATE LOCATION
- (NR) INDICATES UNIT LINE IS NON-RADIAL
- CONCRETE SURVEY MONUMENT
- SQUARE FOOT
- CURVE NUMBER
- LINE NUMBER
- CONCRETE SIDEWALK OR PAVED TRAIL
- CONCRETE CURB
- EDGE OF EASEMENT

SCHEDULE OF COORDINATES

	NORTHING	EASTING
1	8997.92	7003.29
2	7327.92	7003.48
3	7328.74	7201.80
4	7648.18	7408.74
5	7785.34	7434.19
6	7721.14	7642.00
7	7544.79	7702.89
8	7702.84	7877.06
9	7648.42	8036.22
10	7811.20	8180.83
11	7902.85	8286.22
12	7833.14	8431.13
13	7700.84	8580.84
14	7573.00	8701.27
15	7475.81	8814.38
16	7274.24	8914.40
17	7274.85	9045.48
18	8095.12	9155.43
19	8095.08	9201.43
20	7326.56	9201.44
21	7326.56	7948.43
22	8095.56	7948.43
23	7952.31	8044.30



CURVE	LENGTH	RADIUS	CURVE TABLE	CHORD
C7	81.87	195.87	131°45'	N 02°37'22" E 91.46'
C8	74.15	430.00	85°46'	N 05°05'21" E 74.05'
C9	13.84	8.00	89°49'25"	N 30°02'01" W 12.25'
C10	318.77	70.87	88°27'47"	N 89°08'45" E 189.43'
C11	41.88	30.87	78°27'47"	N 89°08'45" E 37.85'
C12	86.74	390.00	10°15'45"	N 10°11'17" E 86.85'
C13	73.57	390.00	13°42'00"	N 19°21'05" E 73.11'
C14	85.87	890.00	3°08'45"	N 89°02'25" E 85.87'
C15	810.45	890.00	14°24'00"	N 89°23'13" E 810.45'
C16	11.87	8.00	89°17'18"	N 89°17'30" E 10.81'
C17	14.84	8.00	10°28'31"	N 08°28'00" W 12.31'
C18	144.48	770.00	10°45'03"	N 49°02'42" E 144.47'
C19	181.45	370.00	10°24'27"	N 42°25'07" W 181.14'
C20	181.77	300.00	10°54'57"	N 42°25'07" W 181.70'
C21	27.87	30.00	83°07'48"	N 03°07'48" W 28.83'
C22	27.87	30.00	83°07'48"	N 84°21'47" W 28.83'
C23	248.73	70.87	89°15'37"	N 89°02'01" E 248.07'



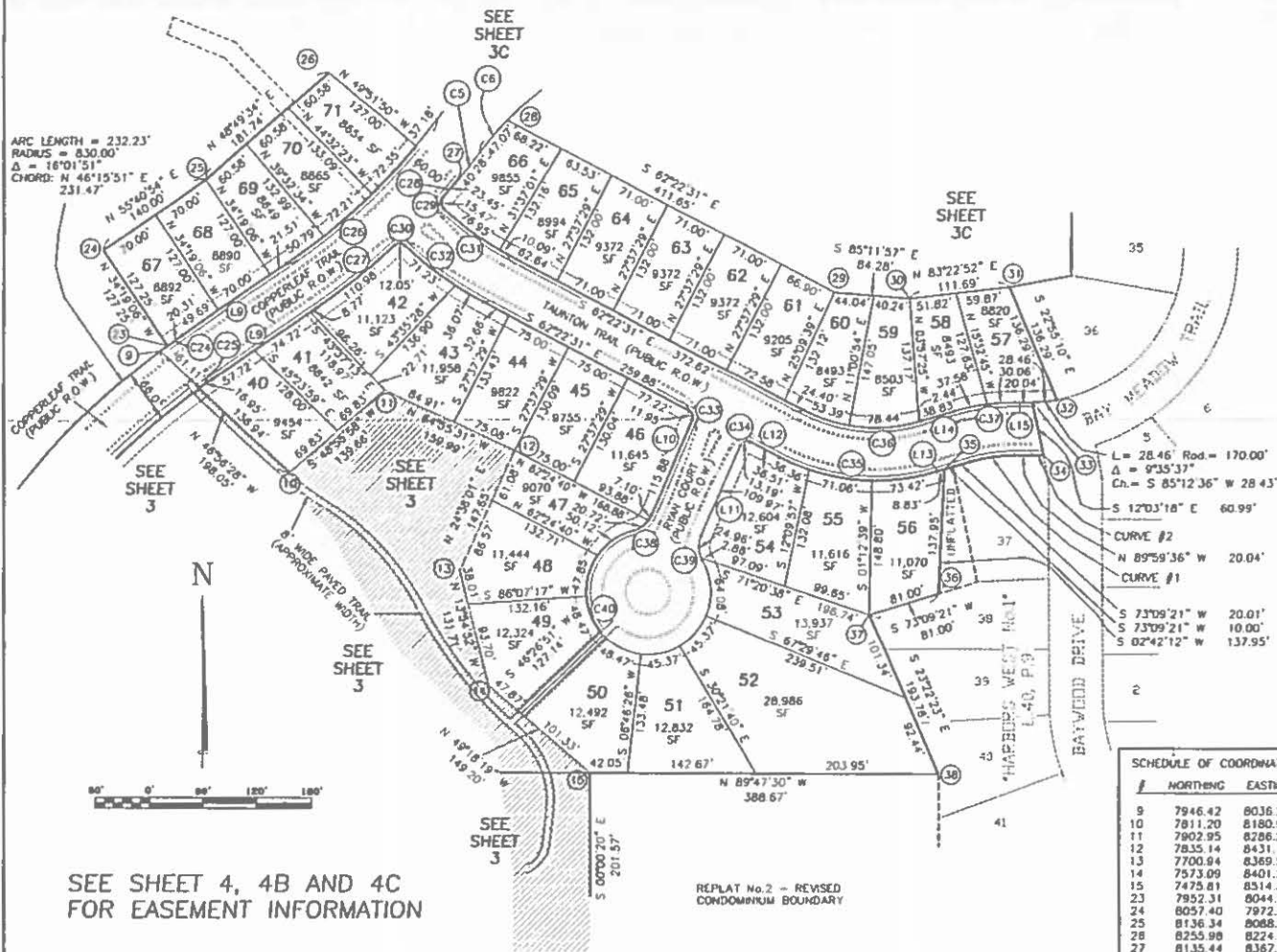
Copperleaf
in the City of Portage, Kalamazoo County, Michigan

SITE PLAN

Ingersoll, Watson & McMahon, Inc.
SURVEYORS AND ENGINEERS
1000 East Edison Street • Portage, Michigan 49782 • Phone 228-0000 • Fax 228-0000

PROPOSED: 06/11/2015
AMENDED: 06/19/2017

4/1/2015
36173
3



SEE SHEET 4, 4B AND 4C
FOR EASEMENT INFORMATION

LINE TABLE	
LINE	BEARING & DISTANCE
L9	N 55°40'54" E 141.21'
L10	S 23°10'59" W 115.88'
L11	S 23°10'59" W 109.97'
L12	S 62°22'31" E 36.51'
L13	N 73°09'21" E 8.83'
L14	N 73°09'21" E 38.83'
L15	S 89°39'36" E 20.04'

NOTES:

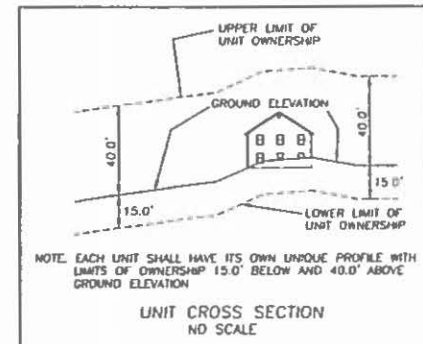
- STREETS WITHIN THE CONDOMINIUM PROJECT ARE PAVED ROADWAYS WITH CONCRETE CURBS AND MUST BE BUILT.
- PROPOSED CONCRETE SIDEWALKS AND PAVED TRAILS MUST BE BUILT.
- THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS DEVELOPED BY INGERSOLL, WATSON & MCMACHEN, INC.
- THE COORDINATES SHOWN ARE BASED ON A VALUE OF 6999.94 NORTH AND 7019.51 EAST ON THE SOUTH 1/4 CORNER OF SECTION 6, TOWN 3 SOUTH, RANGE 12 WEST.
- ANY EASEMENTS LOCATED WITHIN THE STREETS (SHOWN AS PUBLIC RIGHT-OF-WAY AREA) ARE NOT SHOWN HEREON.
- SHOWN EASEMENTS BASED ON CERTAIN INFORMATION PROVIDED BY THE DEVELOPER. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.

SCHEDULE OF COORDINATES		
#	NORTHING	EASTING
9	7946.42	8036.22
10	7811.20	8180.93
11	7902.95	8286.22
12	7835.14	8431.13
13	7700.84	8369.59
14	7573.09	8401.27
15	7475.81	8314.38
23	7952.31	8044.30
24	8057.40	7972.56
25	8136.34	8088.19
26	8255.99	8224.99
27	8135.44	8367.95
28	8202.49	8423.86
29	8011.61	8788.58
30	8004.56	8872.56
31	8017.43	8983.51
32	7891.90	9036.59
33	7889.53	9006.26
34	7829.88	9020.99
35	7813.54	8910.21
36	7875.75	8903.70
37	7852.28	8826.18
38	7474.40	8903.05

LEGEND

- GENERAL COMMON ELEMENT (HATCHED)
- COORDINATE LOCATION
- (NR) INDICATES UNIT LINE IS NON-RADIAL
- CONCRETE SURVEY MONUMENT
- SF SQUARE FOOT
- CURVE NUMBER
- LINE NUMBER
- CONCRETE SIDEWALK OR PAVED TRAIL
- CONCRETE CURB
- EDGE OF EASEMENT

CURVE TABLE				
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD
C1	50.00'	170.00'	16°51'03"	S 81°34'53" W 49.82'
C2	12.75'	230.00'	3°10'36"	S 68°29'06" W 12.75'
C5	40.28'	780.00'	2°57'32"	N 38°39'25" E 40.27'
C6	183.57'	370.00'	28°25'37"	N 51°23'27" E 181.70'
C18	144.48'	770.00'	10°45'03"	N 49°02'42" E 144.27'
C24	20.31'	830.00'	1°47'07"	N 54°58'50" E 20.31'
C25	16.95'	770.00'	1°15'40"	N 55°03'03" E 16.95'
C26	232.53'	720.00'	18°30'15"	N 46°25'46" E 231.62'
C27	110.98'	780.00'	8°09'07"	N 51°36'20" E 110.88'
C28	23.45'	780.00'	1°43'22"	N 40°59'52" E 23.45'
C29	15.47'	10.00'	88°38'57"	N 02°27'56" W 13.97'
C30	12.05'	8.00'	86°16'25"	N 82°20'00" W 10.94'
C31	87.04'	320.00'	15°35'07"	N 24°34'57" W 86.76'
C32	107.30'	380.00'	16°10'43"	N 54°17'09" W 106.95'
C33	11.95'	8.00'	85°33'30"	N 19°35'46" W 10.67'
C34	13.19'	6.00'	94°26'30"	N 70°24'14" E 11.74'
C35	180.84'	233.00'	44°28'08"	N 84°36'35" W 176.33'
C36	134.27'	173.00'	44°28'08"	N 84°36'35" W 130.93'
C37	67.64'	230.00'	16°51'03"	N 81°34'53" E 67.40'
C38	27.82'	30.00'	53°07'48"	S 49°44'53" W 26.83'
C39	27.82'	30.00'	53°07'48"	S 03°22'55" E 26.83'
C40	349.73'	70.00'	286°15'37"	N 66°49'01" W 84.00'



Copperleaf

in the City of Portage, Kalamazoo County, Michigan

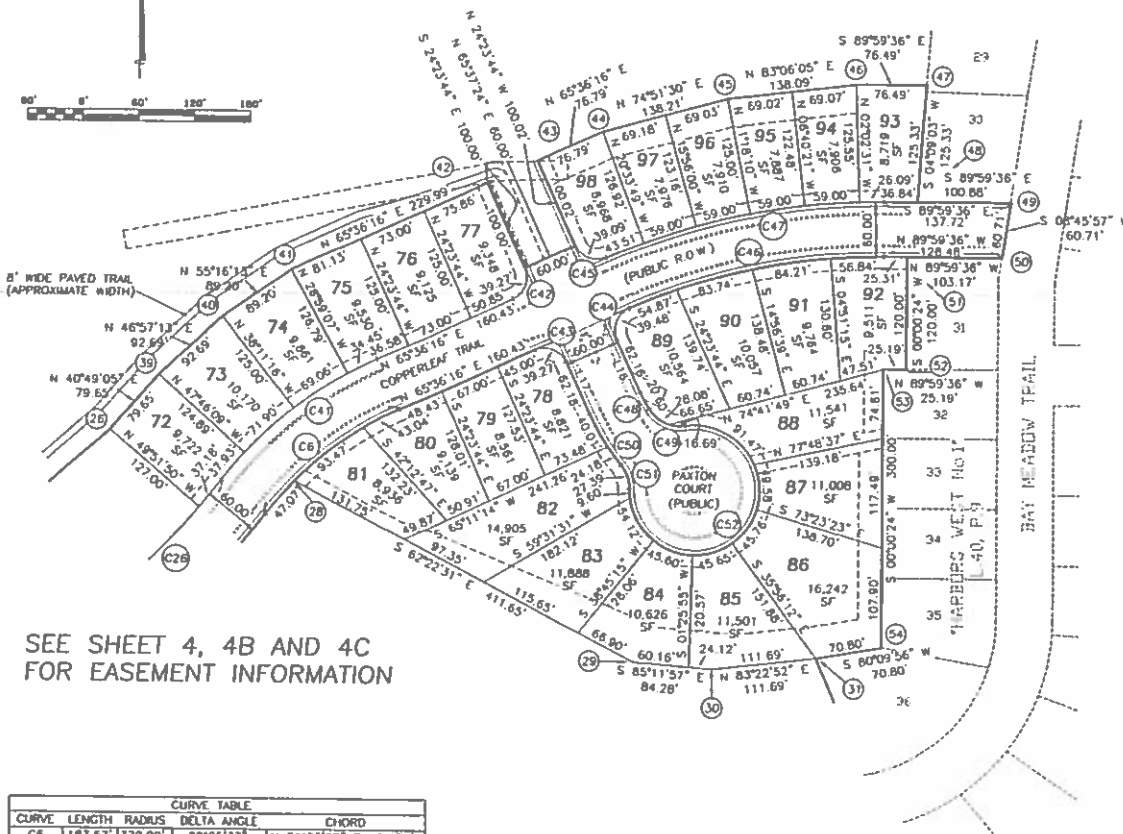
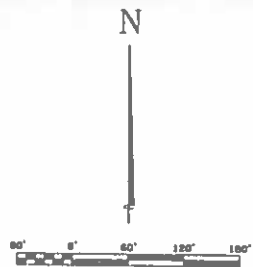
SITE PLAN

Ingersoll, Watson & McMachen, Inc.

CONDOMINIUM CIVIL, SURVEYING AND LAND SURVEYING
3400 East 38th Street • Portage, Michigan 49783 • Phone 269-244-0000 • Fax 269-244-0000

AMENDED 07/01/2018
PROPOSED 06/19/2017

6/19/2017
36273
3B



SEE SHEET 4, 4B AND 4C
FOR EASEMENT INFORMATION

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD
C6	183.57'	370.00'	28°25'37"	N 51°23'27" E 181.70'
C26	232.53'	720.00'	18°30'15"	N 46°25'46" E 231.52'
C41	213.34'	430.00'	28°25'37"	S 51°23'27" W 211.16'
C42	39.27'	25.00'	80°00'00"	N 20°36'16" E 35.36'
C43	39.27'	25.00'	80°00'00"	N 69°23'44" W 35.36'
C44	39.48'	25.00'	90°20'11"	S 20°50'51" W 35.51'
C45	39.09'	25.00'	89°35'04"	S 69°11'16" E 35.73'
C46	279.66'	670.00'	23°54'57"	S 78°02'56" W 277.64'
C47	309.61'	730.00'	23°58'12"	S 78°00'48" W 303.39'
C48	20.60'	170.00'	6°58'36"	S 27°52'02" E 20.59'
C49	44.77'	38.00'	67°29'53"	S 68°05'17" E 42.22'
C50	84.18'	230.00'	13°59'23"	S 32°23'26" E 63.88'
C51	27.39'	38.00'	41°18'06"	N 19°44'04" W 28.80'
C52	341.78'	70.00'	27°49'12"	N 41°02'23" E 80.22'

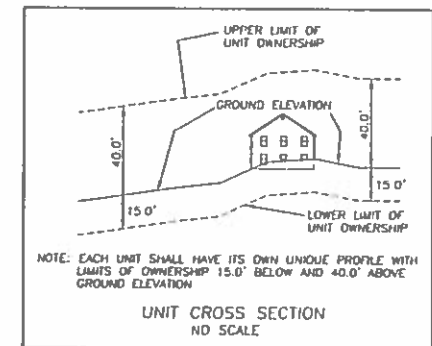
LINE TABLE		
LINE	BEARING	DISTANCE
L16	S 24°23'44" E	62.16'
L17	S 24°23'44" E	62.18'

NOTES:

- 1) STREETS WITHIN THE CONDOMINIUM PROJECT ARE PAVED ROADWAYS WITH CONCRETE CURBS AND MUST BE BUILT.
- 2) PROPOSED CONCRETE SIDEWALKS AND PAVED TRAILS MUST BE BUILT.
- 3) THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS DEVELOPED BY INGERSOLL, WATSON & MCMACHEN, INC.
- 4) THE COORDINATES SHOWN ARE BASED ON A VALUE OF 6999.94 NORTH AND 7010.51 EAST ON THE SOUTH 1/4 CORNER OF SECTION 6, TOWN 3 SOUTH, RANGE 12 WEST.
- 5) ANY EASEMENTS LOCATED WITHIN THE STREETS (SHOWN AS PUBLIC RIGHT-OF-WAY AREA) ARE NOT SHOWN HEREON.
- 6) SHOWN EASEMENTS BASED ON CERTAIN INFORMATION PROVIDED BY THE DEVELOPER. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.

SCHEDULE OF COORDINATES		
#	NORTHING	EASTING
26	8255.98	8224.99
27	8135.44	8367.95
28	8202.49	8423.86
29	8011.61	8788.58
30	8004.56	8872.56
31	8017.43	8983.51
32	8319.25	8292.73
40	8370.07	8366.04
41	8433.73	8506.41
42	8465.06	8575.50
43	8489.85	8630.14
44	8521.56	8700.07
45	8557.67	8833.49
46	8574.25	8970.58
47	8574.24	9047.07
48	8449.25	9037.99
49	8449.23	9138.87
50	8389.23	9129.62
51	8389.25	9028.45
52	8269.25	9026.44
53	8269.25	9001.25
54	7969.25	9001.21

LEGEND	
	GENERAL COMMON ELEMENT (HATCHED)
	COORDINATE LOCATION
	INDICATES UNIT LINE IS NON-RADIAL
	CONCRETE SURVEY MONUMENT
	SQUARE FOOT
	CURVE NUMBER
	LINE NUMBER
	CONCRETE SIDEWALK OR PAVED TRAIL
	CONCRETE CURB
	EDGE OF EASEMENT



Copperleaf
in the City of Portage, Kalamazoo County, Michigan

SITE PLAN

Ingersoll, Watson & McMachen, Inc.

REGISTERED CIVIL ENGINEER AND LAND SURVEYOR
2000 East Main Street • Portage, Michigan 49801 • Phone 268-4444 • Fax 268-4444

7/01/2018

36273

3C

PROPOSED 07/01/2018

NOTES:

- 1) STREETS WITHIN THE CONDOMINIUM PROJECT ARE PAVED ROADWAYS WITH CONCRETE CURBS AND MUST BE BUILT.
- 2) PROPOSED CONCRETE SIDEWALKS MUST BE BUILT.
- 3) THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS DEVELOPED BY INGERSOLL, WATSON & MCMACHEN, INC.
- 4) ANY EASEMENTS LOCATED WITHIN THE STREETS (SHOWN AS PUBLIC RIGHT-OF-WAY AREA) ARE NOT SHOWN HEREON.
- 5) SHOWN EASEMENTS BASED ON CERTAIN INFORMATION PROVIDED BY THE DEVELOPER. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.

LEGEND

- GENERAL COMMON ELEMENT (HATCHED)
- CONCRETE SIDEWALK OR PAVED TRAIL
- CONCRETE CURB
- EDGE OF EASEMENT
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- PRIVATE UTILITIES (GAS, ELECTRIC & COMMUNICATION)

LISTING OF SHOWN EASEMENTS:

- EASEMENT #1: 15.0' WIDE PRIVATE EASEMENT FOR UTILITIES
 EASEMENT #2: 8.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR WATER LINES
 EASEMENT #3: 20.0' WIDE PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR STORM SEWER PURPOSES
 EASEMENT #4: PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR STORM WATER DISPOSAL PURPOSES
 EASEMENT #5: 12.0' WIDE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR A PAVED TRAIL AND FOR PEDESTRIAN AND VEHICLE MAINTENANCE ACCESS
 EASEMENT #6: 30.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR WATER LINES
 EASEMENT #7: 30.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM SEWER PURPOSES
 EASEMENT #8: PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR WATER LINES, GRADING, DRAINAGE, AND STORM SEWER PURPOSES
 EASEMENT #9: PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR LANDSCAPING AND SEWAGE
 EASEMENT #10: PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION AND TO THE OWNER OF UNIT 2 FOR SANITARY SEWER PURPOSES
 EASEMENT #11: 3.0' WIDE PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR SIDEWALK PURPOSES

UTILITY OWNERS:

- SANITARY SEWER - CITY OF PORTAGE
- WATER MAIN - CITY OF PORTAGE
- STORM SEWER - CITY OF PORTAGE
- STORM WATER BASIN - CONDOMINIUM ASSOCIATION
- GAS - CONSUMERS ENERGY
- ELECTRIC - CONSUMERS ENERGY
- TELEPHONE - A.T.&T.
- CABLE TELEVISION - COMCAST

*NOTE THAT STORM SEWER THAT IS LOCATED ON UNITS 5 OR 6 IS PRIVATE AND OWNED BY THE CONDOMINIUM ASSOCIATION.

*NOTE THAT INDIVIDUAL UTILITY SERVICES TO EACH DWELLING ARE OWNED THE OWNER OF THE UNIT UNLESS THE UTILITY COMPANY DICTATES OTHERWISE.

SIZE OF UTILITY LINES:

- WATER MAINS: 6" DIAMETER
- WATER SERVICES (TO EACH UNIT): 1.25" DIAMETER
- SANITARY SEWER MAINS: 6" DIAMETER
- SANITARY SEWER SERVICES (TO EACH UNIT): 6" DIAMETER
- STORM SEWER PIPE: 12" DIAMETER UNLESS NOTED OTHERWISE

*NOTE: SANITARY SEWER SERVICES MIGHT BE LESS THAN 6" DIAMETER OUTSIDE OF ROAD RIGHT-OF-WAY AREA
 WATER SERVICES MIGHT BE LESS THAN 1.25" DIAMETER OUTSIDE OF ROAD RIGHT-OF-WAY AREA

*NOTE: UNITS 1 AND 2 ARE SERVICED BY SANITARY LEADS WITHIN MILHAM ROAD. UNITS 1, 2 & 3 MAY REQUIRE THAT NEW WATER SERVICES BE INSTALLED BEFORE (OR DURING) ANY HOUSE CONSTRUCTION.

Copperleaf
 In the City of Portage, Kalamazoo County, Michigan

UTILITY / EASEMENT PLAN

Ingersoll, Watson & McMachen, Inc.

2000 East Edison Road • Portage, Michigan 49782 • Phone 269-233-0300 • Fax 269-233-0305

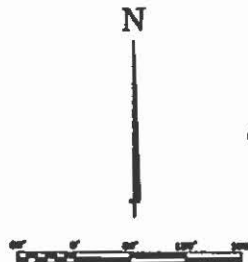
6/1/2013

36273

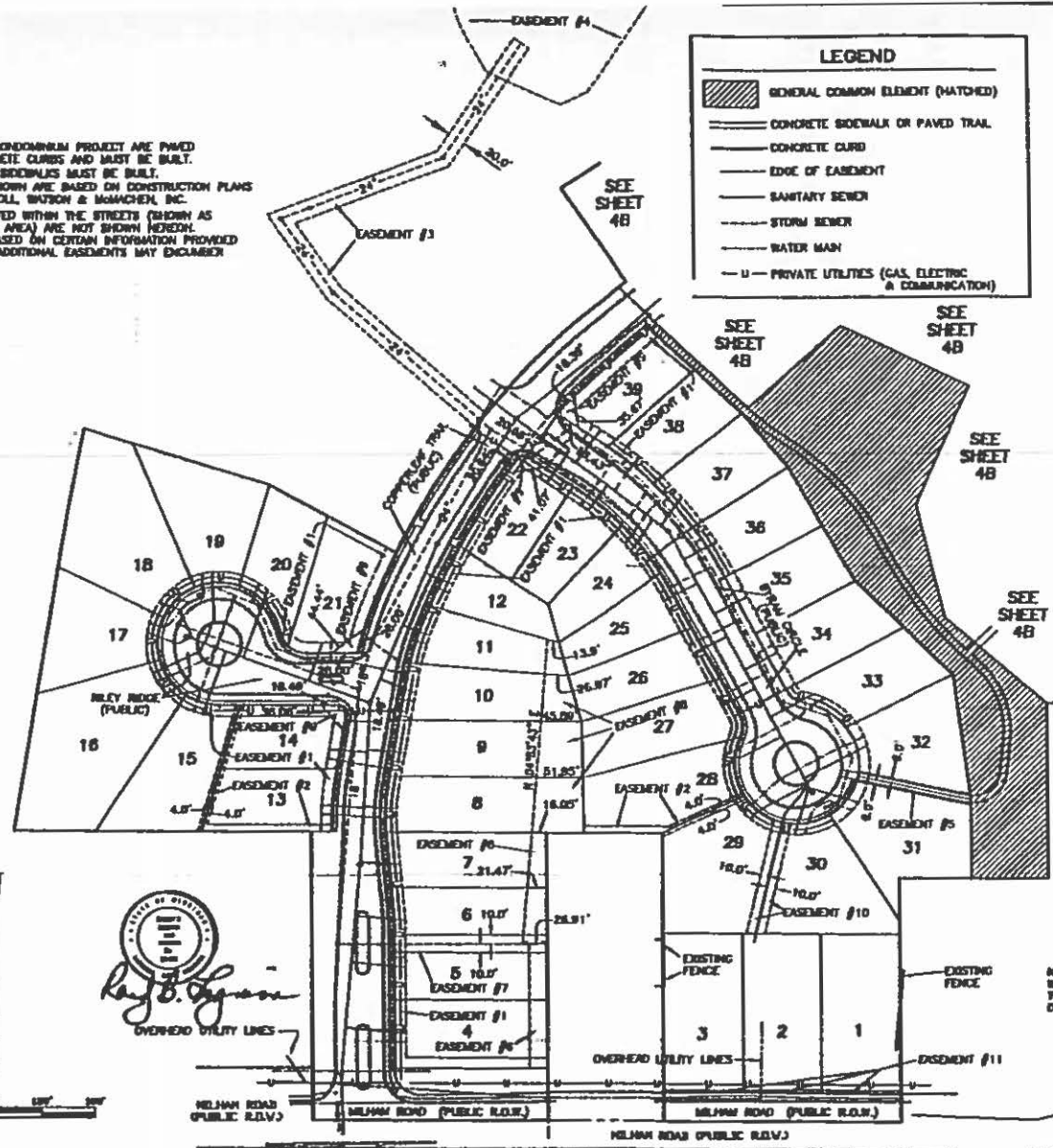
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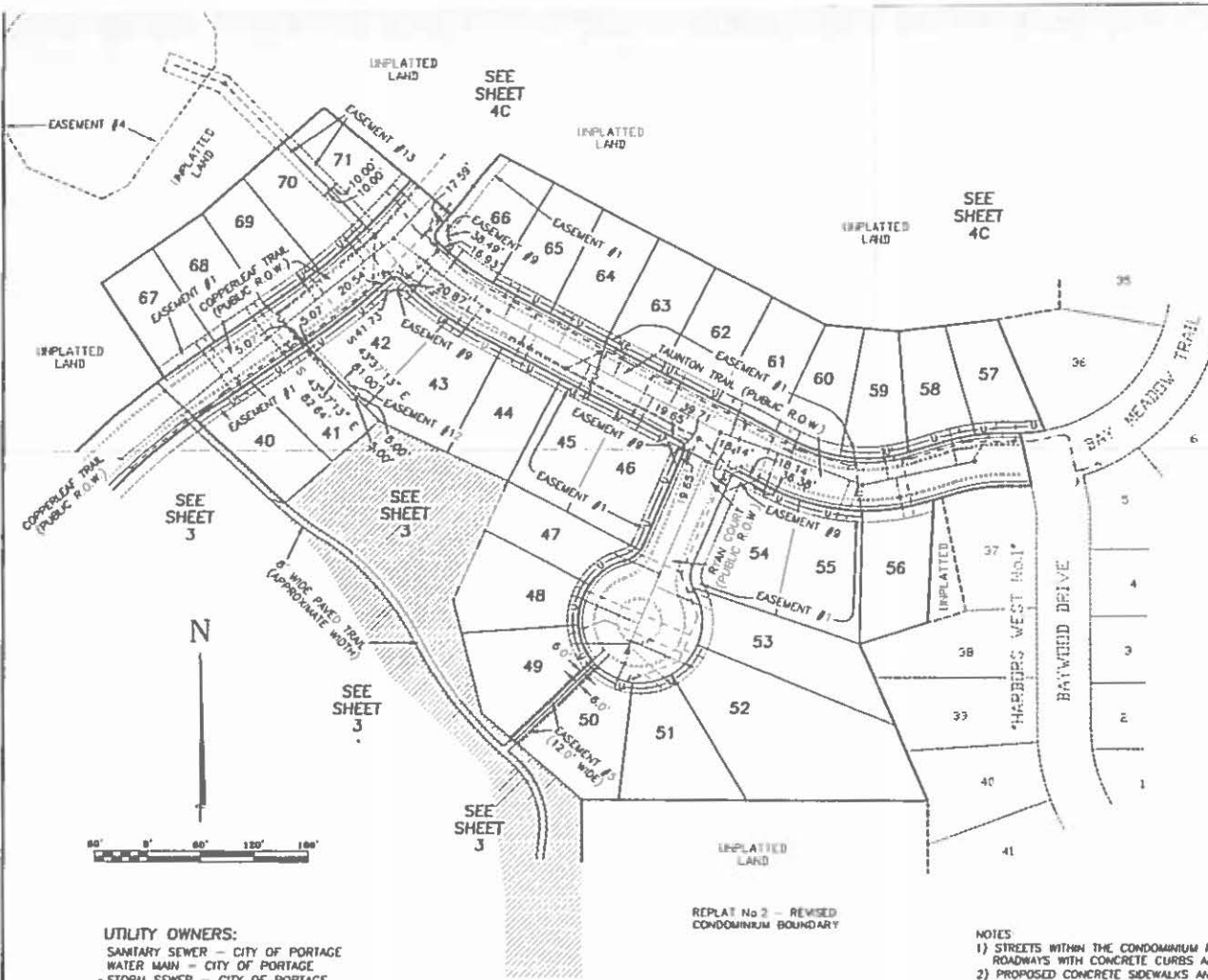
PROPOSED: 06/1/2013

AMENDED: 06/19/2017



Ray B. Ingersoll
 OVERHEAD UTILITY LINES





LISTING OF SHOWN EASEMENTS:
 EASEMENT #1: 12.0' WIDE PRIVATE EASEMENT FOR UTILITIES
 EASEMENT #4: PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR STORM WATER DISPOSAL PURPOSES. DOCUMENT NO. 2015-038216
 EASEMENT #5: 12.0' WIDE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR A PAVED TRAIL AND FOR PEDESTRIAN AND VEHICLE MAINTENANCE ACCESS.
 EASEMENT #9: PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR LANDSCAPING AND SIGNAGE
 EASEMENT #12: 10.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM SEWER PURPOSES.
 EASEMENT #13: 20.0' WIDE PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR STORM SEWER PURPOSES. (RECORDING PENDING)

LEGEND

- GENERAL COMMON ELEMENT (HATCHED)
- CONCRETE SIDEWALK OR PAVED TRAIL
- CONCRETE CURB
- EDGE OF EASEMENT
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- PRIVATE UTILITIES (GAS, ELECTRIC & COMMUNICATION)

UTILITY OWNERS:
 SANITARY SEWER - CITY OF PORTAGE
 WATER MAIN - CITY OF PORTAGE
 STORM SEWER - CITY OF PORTAGE
 STORM WATER BASIN - CONDOMINIUM ASSOCIATION
 GAS - CONSUMERS ENERGY
 ELECTRIC - CONSUMERS ENERGY
 TELEPHONE - A.T.&T.
 CABLE TELEVISION - COMCAST

*NOTE THAT STORM SEWER THAT IS LOCATED ON UNITS 41 OR 42 IS PRIVATE AND OWNED BY THE CONDOMINIUM ASSOCIATION.

NOTE THAT INDIVIDUAL UTILITY SERVICES TO EACH DWELLING ARE OWNED THE OWNER OF THE UNIT UNLESS THE UTILITY COMPANY DICTATES OTHERWISE.

SIZE OF UTILITY LINES:
 WATER MAINS: 8" DIAMETER
 *WATER SERVICES (TO EACH UNIT): 1.25" DIAMETER
 SANITARY SEWER MAINS: 8" DIAMETER
 *SANITARY SEWER SERVICES (TO EACH UNIT): 6" DIAMETER
 STORM SEWER PIPE: 12" DIAMETER UNLESS NOTED OTHERWISE

*NOTE: SANITARY SEWER SERVICES MIGHT BE LESS THAN 6" DIAMETER OUTSIDE OF ROAD RIGHT-OF-WAY AREA.
 WATER SERVICES MIGHT BE LESS THAN 1.25" DIAMETER OUTSIDE OF ROAD RIGHT-OF-WAY AREA.

NOTES:
 1) STREETS WITHIN THE CONDOMINIUM PROJECT ARE PAVED ROADWAYS WITH CONCRETE CURBS AND MUST BE BUILT.
 2) PROPOSED CONCRETE SIDEWALKS AND PAVED TRAILS MUST BE BUILT.
 3) THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS DEVELOPED BY INGERSOLL, WATSON & MCMACHEN, INC.
 4) ANY EASEMENTS LOCATED WITHIN THE STREETS (SHOWN AS PUBLIC RIGHT-OF-WAY AREA) ARE NOT SHOWN HEREON.
 5) SHOWN EASEMENTS BASED ON CERTAIN INFORMATION PROVIDED BY THE DEVELOPER. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.

Copperleaf
 in the City of Portage, Kalamazoo County, Michigan

UTILITY/EASEMENT PLAN		6/19/2017
Ingersoll, Watson & McMachen, Inc.		36273
CONSULTING CIVIL ENGINEERING AND LAND SURVEYING 1600 East Wilson Road • Portage, Michigan 49782 • Phone 269-221-0100 • Fax 269-221-0101		4B

AMENDED 07/01/2018
 PROPOSED 06/19/2017

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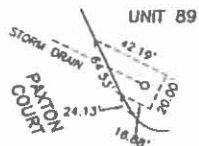


NOTES:

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8' WIDE PAVED TRAIL
(APPROXIMATE WIDTH)

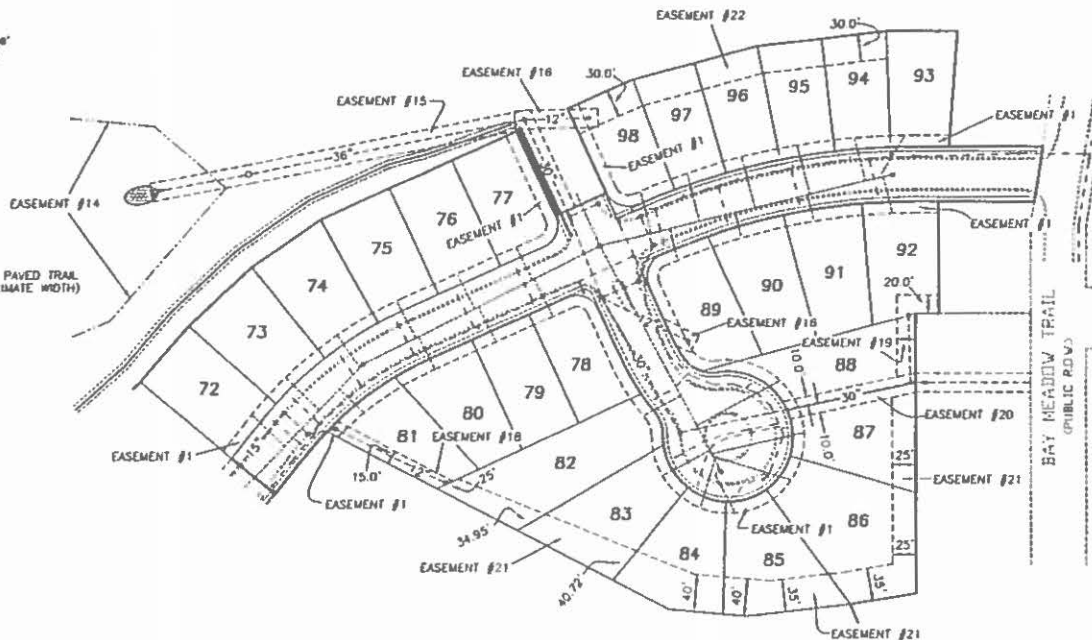
UNIT 89



EASEMENT DETAIL

LEGEND

- GENERAL COMMON ELEMENT (HATCHED)
- CONCRETE SIDEWALK OR PAVED TRAIL
- CONCRETE CURB
- EDGE OF EASEMENT
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- PRIVATE UTILITIES (GAS, ELECTRIC & COMMUNICATION)

NOTE: NOT ALL REQUIRED EASEMENTS
HAVE BEEN SHOWN

LISTING OF SHOWN EASEMENTS:

- EASEMENT #1: 12.0' WIDE PRIVATE EASEMENT FOR UTILITIES
EASEMENT #14: PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR STORM WATER DISPOSAL PURPOSES. DOCUMENT NO. 2018-
EASEMENT #15: 20.0' WIDE PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR STORM SEWER PURPOSES. DOCUMENT NO. 2018-
EASEMENT #16: 20.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM SEWER PURPOSES. DOCUMENT NO. 2018-
EASEMENT #17: 20.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM SEWER PURPOSES.
EASEMENT #18: 15.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM SEWER PURPOSES.
EASEMENT #19: 20.0' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM SEWER PURPOSES.
EASEMENT #20: 20.0' WIDE PRIVATE EASEMENT TO THE CITY OF PORTAGE FOR STORM SEWER PURPOSES. DOCUMENT NO. 2018-
EASEMENT #21: PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM DRAINAGE PURPOSES.
EASEMENT #22: 30' WIDE PRIVATE EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR STORM DRAINAGE PURPOSES.
EASEMENT #23: PRIVATE RECREATIONAL ACCESS EASEMENT TO THE COPPERLEAF CONDOMINIUM ASSOCIATION FOR WALKWAY PURPOSES. DOCUMENT NO. 2018-
BAY MEADOW TRAIL (PUBLIC RD.)

UTILITY OWNERS:

- SANITARY SEWER - CITY OF PORTAGE
- WATER MAIN - CITY OF PORTAGE
- STORM SEWER - CITY OF PORTAGE
- STORM WATER BASIN - CONDOMINIUM ASSOCIATION
- GAS - CONSUMERS ENERGY
- ELECTRIC - CONSUMERS ENERGY
- TELEPHONE - A.T.&T.
- CABLE TELEVISION - COMCAST

*NOTE THAT STORM SEWER THAT IS LOCATED ON UNITS 5 OR 6 IS PRIVATE AND OWNED BY THE CONDOMINIUM ASSOCIATION.

NOTE THAT INDIVIDUAL UTILITY SERVICES TO EACH DWELLING ARE OWNED THE OWNER OF THE UNIT UNLESS THE UTILITY COMPANY DICTATES OTHERWISE.

SIZE OF UTILITY LINES:

- WATER MAINS: 8" DIAMETER
- *WATER SERVICES (TO EACH UNIT): 1.25" DIAMETER
- SANITARY SEWER MAINS: 8" DIAMETER
- SANITARY SEWER SERVICES (TO EACH UNIT): 8" DIAMETER
- STORM SEWER PIPE: 12" DIAMETER UNLESS NOTED OTHERWISE

*NOTE: SANITARY SEWER SERVICES MIGHT BE LESS THAN 6" DIAMETER OUTSIDE OF ROAD RIGHT-OF-WAY AREA.
WATER SERVICES MIGHT BE LESS THAN 1.25" DIAMETER OUTSIDE OF ROAD RIGHT-OF-WAY AREA.

Copperleaf

in the City of Portage, Kalamazoo County, Michigan

UTILITY PLAN

Ingersoll, Watson & McMachen, Inc.

CADD/PLANS DIV. ENGINEERING AND LAND SURVEYING

400 East Main Street • Portage, Michigan 49801 • Phone 269-244-0400 • Fax 269-244-0400

PROPOSED 07/01/2018

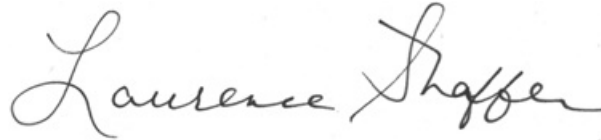
7/01/2018

36273

4C

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: 2018 Downtown Development Authority Bond Refunding Resolutions

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: Adopt a refunding bond resolution authorizing limited tax pledge to payment of the Downtown Development Limited Tax Refunding Bonds, Series 2018.

In 2003, the City of Portage sold Downtown Development Authority (DDA) bonds to finance the purchase of land for infrastructure improvements and the development of the West Fork Crossing area. The interest rates associated with that bond series ranged from 3.00% to 5.25%. The remaining bonds are callable (redeemable prior to the maturity date) and refunding of the bonds is expected to yield a present value savings of approximately \$176,000 over the period from 2019 to 2027.

The attached bond resolution was prepared by the city's bond counsel, John Axe. The resolution will initiate the legal process required to refinance the existing DDA bonds. On April 26, 2018, the Downtown Development Authority board approved a refunding resolution, and an amendment will be presented to that board to adopt this revision. Bids will be taken on or about November 15, 2018 and the bid results will be reported to City Council soon thereafter.

On February 27, 2018, City Council approved refunding the DDA bonds; however, the refunding was subsequently disallowed by the State of Michigan due to an error on the DDA qualifying statement. That issue is being resolved by bond counsel to allow the refunding to proceed, and because the amount of the debt to be refunded has changed since the prior action due to payments made, re-approval is required.

FUNDING: N/A

Attachments:

1. Portage-DDA-savings analysis
2. Refunding Bond Resolution

City of Portage
DDA 2003 Refunding

Dated: 11/01/2018
Delivered: 11/01/2018

Refunding Verification Report

\$1,740,000.00

*****Before Refunding*****			*****New Issue*****		****Net Savings (+/-)****				
Calendar Date	Outstanding Indebtedness	Total Debt Service	Outstanding Indebtedness	Total Debt Service	Bonds Called	Total Debt Service	Periods	PV Factor	Discounted Debt Svc
11/01/2018			3,480,000.00			-40,940.63		1.0000000	-40,940.63
01/01/2019	1,715,000.00	40,940.63	1,740,000.00		1,000,000.00	40,940.63	0.3333	0.9958395	40,770.29
07/01/2019	1,715,000.00	40,940.63	1,740,000.00	34,800.00		6,140.63	1.3333	0.9834616	6,039.07
01/01/2020	1,540,000.00	215,940.63	1,740,000.00	286,100.00	225,000.00	-70,159.38	2.3333	0.9712375	-68,141.42
07/01/2020	1,540,000.00	37,003.13	1,480,000.00	22,200.00		14,803.13	3.3333	0.9591654	14,198.65
01/01/2021	1,355,000.00	222,003.13	1,480,000.00	292,200.00	240,000.00	-70,196.88	4.3333	0.9472433	-66,493.52
07/01/2021	1,355,000.00	32,840.63	1,210,000.00	18,150.00		14,690.63	5.3333	0.9354695	13,742.63
01/01/2022	1,155,000.00	232,840.63	1,210,000.00	298,150.00	250,000.00	-65,309.38	6.3333	0.9238419	-60,335.54
07/01/2022	1,155,000.00	28,240.63	930,000.00	13,950.00		14,290.63	7.3333	0.9123589	13,038.18
01/01/2023	940,000.00	243,240.63	930,000.00	313,950.00		-70,709.38	8.3333	0.9010186	-63,710.46
07/01/2023	940,000.00	23,268.75	630,000.00	9,450.00		13,818.75	9.3333	0.8898193	12,296.19
01/01/2024	715,000.00	248,268.75	630,000.00	319,450.00		-71,181.25	10.3333	0.8787592	-62,551.18
07/01/2024	715,000.00	18,065.63	320,000.00	4,800.00		13,265.63	11.3333	0.8678365	11,512.39
01/01/2025	490,000.00	243,065.63	320,000.00	324,800.00		-81,734.38	12.3333	0.8570496	-70,050.42
07/01/2025	490,000.00	12,862.50				12,862.50	13.3333	0.8463968	10,886.78
01/01/2026	250,000.00	252,862.50				252,862.50	14.3333	0.8358764	211,361.80
07/01/2026	250,000.00	6,562.50				6,562.50	15.3333	0.8254868	5,417.26
01/01/2027		256,562.50				256,562.50	16.3333	0.8152263	209,156.50
Totals Before Accrued Interest		2,155,509.38		1,938,000.00	1,715,000.00	176,568.75			116,196.57
Accrued Interest									
Totals After Accrued Interest		2,155,509.38		1,938,000.00	1,715,000.00	176,568.75			116,196.57
Discounted Savings as a Percentage of Refunded Bonds				6.7753	%	Escrow Yield			1.0000000
Discounted Savings as a Percentage of Refunding Bonds				6.6780	%	Arbitrage Yield Limit (AYL)			2.5172138
						Discount Factor			2.5172138

CITY OF PORTAGE

At a _____ meeting of the City Council of the City of Portage, Kalamazoo County, Michigan (the "City"), held in the City of Portage Hall in said City, on _____, 2018 at __: __ m., Eastern Daylight Savings Time, there were

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____

REFUNDING BOND RESOLUTION **City of Portage** **County of Kalamazoo, State of Michigan** **Downtown Development Limited Tax Refunding Bonds, Series 2018**

WHEREAS, on December 18, 2003, at the request of the City of Portage Downtown Development Authority (the "Authority"), the City of Portage (the "City"), pursuant to Act No. 197, Public Acts of Michigan, 1975, as amended ("Act 197"), and pursuant to a Tax Increment Finance Plan/Development Plan (the "Plan"), issued its \$2,765,000 City of Portage Downtown Development Limited Tax Bonds, Series 2003 dated December 1, 2003 (the "2003 Bonds"), of which \$1,715,000 remains outstanding; and

WHEREAS, the City may call \$1,715,000 of the 2003 Bonds on January 1, 2019; and

WHEREAS, the 2003 Bonds were issued at a time when interest rates were higher than is currently the case and, accordingly, bear rates of interest in excess of current tax-exempt interest rates; and

WHEREAS, the Authority will determine that it is necessary and appropriate at this time to issue a series of Refunding Bonds pursuant to Act 197 and pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to refund all or part of the 2003 Bonds so long as such refunding generates present value savings; and

WHEREAS, the Authority has already approved a form of refunding bond resolution; and

WHEREAS, the Authority will ratify and approve any changes in this form of refunding bond resolution to be adopted for this purpose; and

WHEREAS, an estimate of the tax increment revenues to be available for the payment of the principal of and interest on refunding bonds to be issued by the City is attached hereto as Appendix A; and

WHEREAS, the refunding bonds to be issued by the City are to be payable primarily from tax increment revenues to be received by the Authority (the "Tax Increment Revenues") pursuant to Act 197 and the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, as follows:

1. **Issuance of Refunding Bonds.** Refunding Bonds aggregating in the principal amount not to exceed Two Million Dollars (\$2,000,000) (the "Refunding Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding the all of the 2003 Bonds except for the interest payment due on July 1, 2018 (the "Refunded Bonds") so long as such refunding generates present value savings.

2. **Refunding Bond Details.** The Refunding Bonds shall be known as "City of Portage Downtown Development Limited Tax Refunding Bonds, Series 2018" and shall be issued in anticipation of the receipt by the City of the Tax Increment Revenues for each year through and including the year ending June 30, 2025 and shall be dated October 1, 2018 or such later date not more than twelve calendar months thereafter as the City Finance Director shall provide in the Official Notice of Sale. The Refunding Bonds shall be fully registered Refunding Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the City Finance Director, regardless of rate and maturity date. The total amount of Refunding Bonds to be issued shall not exceed \$1,740,000. Subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS", in Section 7, if \$1,740,000 in Refunding Bonds are to be issued, the Refunding Bonds shall mature on January 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2020	\$ 260,000	2023	\$ 300,000
2021	270,000	2024	310,000
2022	280,000	2025	320,000

The Refunding Bonds shall be in substantially the form attached hereto as *EXHIBIT A* with such changes, additions or deletions as are not inconsistent with this resolution.

3. **Interest Payment and Date of Record.** The Refunding Bonds shall bear interest payable July 1, 2019 and each July 1 and January 1 thereafter, until maturity, which interest shall not exceed 6% per annum. Interest shall be paid by check or draft mailed to the registered owner of each Refunding Bond as of the applicable date of record, provided, however, that the City Finance Director may agree with the bond registrar on a different method of payment. If interest is paid differently, the Refunding Bond form attached as Exhibit A and Official Notice of Sale form attached as Exhibit D shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

4. **Prior Redemption.** The Refunding Bonds shall not be subject to redemption prior to maturity

5. **Discount.** The Refunding Bonds may be offered for sale at par or at a price of not less than 99% of the face amount thereof, and the City Finance Director is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Official Notice of Sale for the Refunding Bonds.

6. **Adjustment of Refunding Bond Maturities.** The City Finance Director is authorized by order in the form attached as *EXHIBIT B* to adjust the amounts of the maturities of the Refunding Bonds, as set forth in Section 7.

7. **Increase or Decrease in Aggregate Amount of Refunding Bonds.** In the event the amount necessary to refund the Refunded Bonds shall be more or less than \$1,740,000, the City Finance Director shall increase, or decrease the principal amount of the Refunding Bonds by any amount, to the extent required to avoid the issuance of more Refunding Bonds than will be required in light of the amount of Refunding Bonds to be issued and proposals received, which increase or decrease may be applied to any one or more of the maturities and the Official Notice of Sale or Request for Proposal attached as *Exhibit D* shall so provide or be changed accordingly. In the event the City or the Authority determines to contribute additional amounts toward the refunding of the bonds, the bonds shall further be reduced by the amount of such contribution.

8. **Payment of Refunding Bonds; Pledge of Tax Increment Revenues.** The Refunding Bonds shall be a general obligation of the City, but shall be payable in the first instance from the Tax Increment Revenues collected by the Authority. Such Tax Increment Revenues and other funds which are the proceeds of Tax Increment Revenues held by the Authority may be used to make such payments. The Authority has heretofore pledged and the City hereby pledges all of the estimated Tax Increment Revenues (see Appendix A hereto), subject to those Tax Increment Revenues already pledged to the City to permit the City to retire the outstanding City of Portage Downtown Development Limited Tax Bonds, Series 2003, for payment of the principal of and interest on the Refunding Bonds and a first security interest is granted in the Tax Increment Revenues (to the extent so pledged) to continue until the payment in full of the principal of and interest on the Refunding Bonds.

9.(A) **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The City Finance Director shall designate, and shall enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The City Finance Director from time to time as required may designate a similarly qualified successor bond registrar and paying agent. If so designated the Refunding Bonds shall be deposited with a depository trustee designated by the City Finance Director who shall transfer ownership of interests in the Refunding Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Refunding Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the City Finance Director after consultation with the depository trustee. The City Finance Director is authorized to enter into any depository trust agreement on behalf of the City upon such terms and conditions as the City Finance Director shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the City Finance Director. The depository trustee may be the same as the Registrar otherwise named by the City Finance Director, and the Refunding Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the City Finance Director may determine.

(B) **Exchange and Transfer of Bonds.**

(i) The Refunding Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds.

(ii) The Refunding Bonds shall be transferable upon the books of the City, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Refunding Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Refunding Bonds, the bond registrar and paying agent on behalf of the City shall cancel the surrendered Refunding Bonds and shall authenticate and deliver to the transferee new Refunding Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Refunding Bonds pursuant to this Section, payment of interest on the Refunding Bonds is in default, the bond registrar and paying agent shall endorse upon the new Refunding Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

(iv) The City and the bond registrar and paying agent may deem and treat the person in whose name the Refunding Bonds shall be registered upon the books of the City as the absolute owner of such Refunding Bonds, whether such Refunding Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bonds to the extent of the sum or sums so paid, and neither the City nor the bond registrar and paying agent shall be affected by any notice to the contrary. The City agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Refunding Bonds, the City or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Refunding Bonds or portion of the Refunding Bonds which has been selected for redemption.

10. **Mutilated, Lost, Stolen or Destroyed Refunding Bonds.** In the event any Refunding Bond is mutilated, lost, stolen or destroyed, the Mayor and the City Clerk may, on behalf of the City, execute and deliver, a new Refunding Bond having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed.

In the case of a mutilated Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until such mutilated Refunding Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until the City and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Refunding Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Refunding Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Refunding Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Refunding Bond (or his or her attorney) to fully indemnify the City and the Bond Registrar against loss due to the lost, stolen or destroyed Refunding Bond and the issuance of any replacement Refunding Bond; and (iv) the agreement of the owner of the Refunding Bond (or his or her attorney) to pay all expenses of the City and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the City.

11. **Execution and Delivery.** The Mayor and the City Clerk are hereby authorized and directed to execute the Refunding Bonds for and on behalf of the City by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Refunding Bonds shall be authenticated by the Bond Registrar before delivery. The Refunding Bonds shall be sealed with the City's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Refunding Bonds shall be delivered to the City Finance Director, who is hereby authorized and directed to deliver the Refunding Bonds to the purchaser upon receipt in full of the purchase price for the Refunding Bonds.

12. **City's Limited Tax Pledge.** The principal of and interest on the Refunding Bonds shall be payable primarily out of the Tax Increment Revenues for each year through and including the year ending June 30, 2025, in anticipation of which the Refunding Bonds are to be issued. In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Refunding Bonds when due. If the foregoing collections of Tax Increment Revenues shall not be sufficient to pay the principal of and the interest on the Refunding Bonds as the same shall become due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. The City's ability to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the City.

13. **Principal and Interest Fund.** All monies paid to the City from tax increment revenues pursuant to the Plan shall be set aside by the City in a separate fund hereby established, to be known as the "Bond Payment Fund." All moneys in the Bond Payment Fund shall be kept in a separate depository account with one or more banks or trust companies where the principal of and interest on the Bonds are payable, and such moneys shall be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Refunding Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Refunding Bonds; (ii) the annual fees and expenses of the escrow agent under an escrow agreement; and (iii) the fees and expenses of the paying agent or paying agents for the Refunding Bonds. All accrued interest and the premium, if any, received from the purchaser of the Refunding Bonds shall be deposited in the Bond Payment Fund upon receipt.

14. **Use of Proceeds.** The proceeds of the sale of the Refunding Bonds shall be used as follows:

- a. Accrued interest shall be transferred to the Bond Payment Fund created pursuant to Section 15 above;
- b. There shall next be transferred to an escrow fund (the "Escrow Fund") an amount which will be sufficient to pay when due the principal of, premium, if any, and interest on the Refunded Bonds when due upon redemption; and
- c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

15. **Escrow Agreement; Redemption of Refunded Bonds.** In order that the Refunded Bonds may be properly defeased in accordance with Act 34, the City shall enter into an escrow agreement as may be determined by the City Finance Director (the "Escrow Agreement"),

with a bank or trust company designated by the City Finance Director. The Escrow Agreement shall be in substantially the form attached as *EXHIBIT C* to this Resolution (with such changes, modifications and additions as may be approved by the City Finance Director). The Escrow Agreement shall be completed by the City Finance Director with appropriate figures prior to execution on behalf of the City by the City Finance Director.

Upon execution of the Escrow Agreement and delivery of the Refunding Bonds, the City and/or the escrow agent shall take all necessary steps to cause the Refunded Bonds to be redeemed at the earliest possible redemption date or dates.

16. **Investments.** Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the City Finance Director which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Refunding Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

17. **Depositories.** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of and interest on the Refunding Bonds are payable. The City Finance Director shall select the depository or depositories to be used from those banks authorized in this Section.

18. **Arbitrage and Tax Covenants.** Notwithstanding any other provision of this resolution, the City covenants that it will not at any time or times:

(a) Permit any proceeds of the Refunding Bonds or any other funds of the City or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Refunding Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Refunding Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Refunding Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Refunding Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Refunding Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Refunding Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Refunding Bonds and the interest thereon from the State of Michigan income taxation.

19. **Qualified Tax-Exempt Obligations.** The Refunding Bonds are designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless, at the time the Official

Notice of Sale is circulated, the Refunding Bonds have been determined to be ineligible to be so designated on the basis of the City's reasonable expectations at the time of such publication. In such event, the Official Notice of Sale shall be changed appropriately and the Refunding Bond shall there be so designated.

20. **Defeasance or Redemption of Refunding Bonds.** If at any time,

- (a) the whole amount of the principal of and interest on all outstanding Refunding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of and premium, if any, and interest on all outstanding Refunding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of and premium, if any, and interest on such Refunding Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Refunding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Refunding Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the City shall be released from all further obligations under this resolution, and any moneys or other assets then held or pledged pursuant to this resolution for the purpose of paying the principal of and interest on the Refunding Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this resolution, paid over to the City and considered excess proceeds of the Refunding Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders thereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Refunding Bonds, (y) a description of the moneys or Government Obligations so held by it, and (z) that the City has been released from its obligations under this resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of and premium, if any, and interest on the Refunding Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the City, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

21. **Filing with Municipal Finance Division.** If necessary, the Chief Administrative Officer of the City is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Refunding Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

22. **Competitive Sale – Official Notice of Sale or Request for Proposal:** The City hereby authorizes its Bond Counsel to either publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids of the purchase of the Bonds or circulate a Request for Proposal to Prospective Purchasers. The Notice of Sale or the Request for Proposal shall be in substantially the form attached to this resolution as Exhibit D with such changes therein as are not inconsistent with this resolution and as are approved by the Finance Director after conferring with Bond Counsel. Once all bids are received, the Finance Director shall determine the lowest true interest cost bid and thereafter award the Bonds to the bidder meeting that criteria. The Bond Counsel and Financial Advisor are hereby designated to act for and on behalf of the City to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

23. **Retention of Bond Counsel.** The firm of Clark Hill PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance, sale and delivery of the Refunding Bonds.

24. **Retention of Financial Consultants.** Municipal Financial Consultants Incorporated, Milford, Michigan, is hereby retained to act as financial consultant and advisor to the City in connection with the sale and delivery of the Refunding Bonds.

25. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

26. **Effective Date.** This Resolution shall become effective upon its ratification by the Authority and shall be recorded in the minutes of the Council as soon as practicable after adoption.

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES: _____

 NO: _____
 ABSTAIN: _____

The resolution was declared adopted.

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The undersigned, being the City Clerk of the City of Portage, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City Council at a _____ meeting held on _____, 2018, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Council in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

City Clerk

[SEAL]

APPENDIX A

PROJECTED TAX INCREMENT REVENUES AND DEBT SERVICE COVERAGE

City of Portage Downtown Development Authority Estimated Captured Revenues and Annual Debt Service on Outstanding Bonds and Refunding Bonds

Projected Tax Increment Revenues and Debt Service Coverage

Year	Est. Revenue	Actual Remaining DS on 2003 Issue	Est. Annual DS on 2018 Refunding	Actual DS on 2012 Refunding	Actual Annual SA Costs per Agreement	Cumulative Coverage
						\$ 229,479.76
2018- 2019	\$ 649,432.86	\$ 194,240.63	\$ -	\$ 140,406.00	\$ 90,495.00	\$ 453,770.99
2019- 2020	\$ 658,776.76		\$ 320,900.00	\$ 336,506.00	\$ 94,001.00	\$ 361,140.75
2020- 2021	\$ 668,214.10		\$ 314,400.00	\$ 350,406.00	\$ 97,158.00	\$ 267,390.85
2021- 2022	\$ 682,511.67		\$ 316,300.00	\$ 338,769.00	\$ 95,158.00	\$ 199,675.52
2022- 2023	\$ 695,572.50		\$ 327,900.00	\$ 198,094.00	\$ 93,095.00	\$ 276,159.02
2023- 2024	\$ 707,485.94		\$ 328,900.00	\$ 198,656.00	\$ 95,754.00	\$ 360,334.96
2024- 2025	\$ 718,338.30		\$ 329,600.00	\$ 198,978.00	\$ 93,196.00	\$ 456,899.27
2025- 2026	\$ 728,212.24		\$ -	\$ 198,700.00	\$ 95,522.00	\$ 890,889.50
2026- 2027	\$ 737,186.23		\$ -	\$ 197,925.00	\$ 92,733.00	\$ 1,337,417.74
	\$ 6,245,730.61	\$ 194,240.63	\$ 1,938,000.00	\$ 2,158,440.00	\$ 847,112.00	

EXHIBIT A

UNITED STATES OF AMERICA-STATE OF MICHIGAN

CITY OF PORTAGE

County of Kalamazoo, State of Michigan

DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BOND, SERIES 2018

RATE MATURITY DATE DATE OF ISSUANCE CUSIP

_____ 1, _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the City of Portage (the "City"), County of Kalamazoo, State of Michigan, hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this bond (this "Refunding Bond") at the designated office of _____, _____, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with the interest thereon to the Registered Owner of this Refunding Bond, as shown on the books of the City maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing on _____, _____, and semi-annually thereafter on the first day of _____ and _____ in each year to and including the Maturity Date. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the City maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Refunding Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of _____ Dollars (\$_____), issued by the City, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 197, Public Acts of Michigan, 1975, as amended ("Act 197") and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be deposited with _____, _____, Michigan, as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of _____, _____. The Escrow Agent will use such proceeds to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including _____, _____, the interest on the City's outstanding _____, _____, dated _____, maturing in the years _____ through _____ (the "Refunded Bonds") and (ii) on _____, to redeem the Refunded Bonds maturing in the years _____ through _____, at a redemption price of _____% of the principal amount thereof.

The Refunding Bonds are being issued pursuant to the provisions of Act 197, and are being issued in anticipation of and are primarily payable from tax increment revenues ("Tax Increment Revenues") to be collected by the Authority for payment to the City, for each year until the principal of and interest on the Refunding Bonds has been paid in full.

In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Refunding Bonds when due. If the foregoing Tax Increment Revenues are insufficient for any reason to make the payment of the principal of and interest on the Refunding Bonds when due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. However, the City's ability to raise such funds is subject to applicable constitutional, statutory and tax limitations.

The Refunding Bonds maturing prior to _____ 1, ____ shall not be subject to redemption prior to maturity. Refunding Bonds on or after _____ 1, ____ shall be subject to redemption prior to maturity at the option of the Authority, in any order, in whole or in part on any date on or after _____ 1, _____. Refunding Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a refunding bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Refunding Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Refunding Bond a new refunding bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each refunding bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the refunding bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Refunding Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

This Refunding Bond shall be transferable on the books of the City maintained by the Bond Registrar with respect to the refunding bonds upon the surrender of this Refunding Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Refunding Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of refunding bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the City, unless otherwise agreed by the City and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Refunding Bond and the other bonds of this series have ____ been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Refunding Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Refunding Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the City, including the series of refunding bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Portage, County of Kalamazoo, Michigan, has caused this Refunding Bond to be executed in its name with the facsimile signatures of its Mayor and its City Clerk, has caused a facsimile of its seal to be affixed hereto, and has caused this Refunding Bond to be authenticated by the Bond Registrar, as the City's authenticating agent, all as of the Date of Issuance set forth above.

CITY OF PORTAGE

By:
Mayor

[SEAL]

By:
City Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This is Refunding Bond is one of a series of bonds designated "City of Portage Downtown Development Limited Tax Refunding Bonds, Series 2018".

By: _____, Michigan
as Bond Registrar and Authenticating Agent
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ this Refunding Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer this Refunding Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature:

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Refunding Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Refunding Bond unless the information concerning the transferee requested below is provided:

Name and Address: _____

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

EXHIBIT B

ORDER ADJUSTING MATURITIES

\$ _____
CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2018

The undersigned, City Finance Director, as authorized in the Award Resolution for the above referenced refunding bonds adopted by the City Council on _____ 1, _____, hereby establishes the final maturities for said refunding bonds with interest rates thereon, as follows:

Due <u>Oct. 1</u>	<u>Amount</u>	<u>Rate</u>
----------------------	---------------	-------------

Dated: _____

City Finance Director

ESCROW AGREEMENT

CITY OF PORTAGE

This escrow agreement (the "Agreement"), dated as of _____ 1, _____, is between the City of Portage (the "City"), County of Kalamazoo, Michigan, and _____, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the City has previously issued the following bonds of which the principal amount listed below remains outstanding (all of such outstanding bonds being referred to as the "Prior Bonds", and the Prior Bonds to be refunded referred to as the "Refunded Bonds"):

<u>Prior Bonds</u>	<u>Outstanding Principal</u>	<u>Principal to be Refunded</u>
City of Portage Downtown Development Limited Tax Bonds, Series 2003	\$ _____ maturing in _____ the years _____ thru _____	\$ _____ maturing in _____ the years _____ thru _____

all bearing interest, due as to principal and subject to redemption as more fully described in *APPENDIX I* to this Agreement.

WHEREAS, for the purpose of refunding the Refunded Bonds the City has, pursuant to a refunding bond resolution adopted on _____, _____ (the "Refunding Bond Resolution") authorized the issuance of an issue of refunding bonds dated _____, _____, as designated and described in the Bond Resolution and hereafter (the "Refunding Bonds"); and

WHEREAS, pursuant to the Refunding Bond Resolution the Escrow Agent has been appointed by the City for the purpose of assuring the payment of the principal of, premium, if any, and interest on the Prior Bonds and the Mayor has been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below the City and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Prior Bonds;

Section 1. **Appointment of Escrow Agent.** The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be custodian of the escrow fund (the "Escrow Fund"), to perform its duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such

counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Refunding Bonds or for the validity of the execution by the City of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the City, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Refunding Bonds or Prior Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any Prior Bond, shall be conclusive and binding upon all future owners of the same Prior Bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the City signed by (i) the Mayor, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the Mayor to the effect that a resolution in the form attached to such certificate has been adopted by the City as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the City pertaining to the Prior Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Prior Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

Section 2. Escrow Fund. On _____, _____ the City will irrevocably deposit with the Escrow Agent for the account of the City from the proceeds of the Refunding Bonds and from other City funds available therefor to establish an Escrow Fund for the Prior Bonds an amount which together with the investment income therefrom, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay interest on the Prior Bonds when due to and including _____, _____ and on that date to redeem and pay principal of and call premiums on the Refunded Bonds in accordance with Section 3 hereof.

Section 3. Redemption of Refunded Bonds. The City will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

<u>Prior Bonds</u>	<u>Principal to be Refunded</u>
--------------------	-------------------------------------

**City of Portage
Downtown Development
Limited Tax Bonds, Series 2003 \$ _____
maturing in
the years**

The City by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the City not more than forty five (45) nor less than 30 (30) days before _____ 1, _____, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as *APPENDIX III*. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in *APPENDIX III*, to the registered owner or owners at the addresses listed on the registration books of the Authority maintained by the paying agent for the Refunded Bonds.

Section 4. Investments. As directed by the City, moneys deposited in the Escrow Fund shall be immediately invested in direct obligations of the United States of America and/or obligations the principal of, premium, if any, and interest on which are fully guaranteed by the United States of America described on *APPENDIX IV* ("Investment Securities").

The investment income from the Investment Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

Section 5. Use of Moneys. Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium, if any, or interest on the Refunding Bonds or the Prior Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Prior Bonds, and the City agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

Section 6. Deficiency in Escrow Fund. At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of principal of, premium, if any, and interest falling due on the Prior Bonds, the Escrow Agent shall promptly notify the City of such deficiency.

Section 7. Reports to City. The Escrow Agent shall deliver to the Mayor of the City a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of _____ of each year shall deliver to the City a list of assets of the Escrow Fund as of December 31 of such year and an operating statement for the Escrow Fund for the year then ended.

Section 8. Fees of Escrow Agent. The Escrow Agent agrees with the City that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement (other than the acceptance fee of the Escrow Agent) shall be the total sum of _____ Dollars (\$_____) payable on the date of closing, which charges, fees and expenses shall be paid from monies deposited with the Escrow Agent from bond proceeds and other available funds of the City, subject to the provisions of Section 12 below.

Section 9. Payments from Escrow Fund. The Escrow Agent shall without further authorization or direction from the City, collect the principal of, premium, if any, and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Prior Bonds, of moneys sufficient for the payment of the principal of, premium, if any, and interest on such Prior Bonds as the same shall become due and payable, all as set out in *APPENDIX II*. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium, if any, and interest by such paying agent or agents without default. The City represents and warrants that the Escrow Funds will be sufficient to make the foregoing and all other payments required under this Agreement. The proper paying agent for the Prior Bonds is shown in *APPENDIX I*.

When the aggregate total amount required for the payment of principal of, premium, if any, and interest on the Prior Bonds has been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Prior Bonds to the City, and this Agreement shall cease.

Section 10. Interest of Bondholders Not Affected. The Escrow Agent and the City recognize that the holders from time to time of the Prior Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Prior Bonds can be used in any manner for another series.

Section 11. Escrow Agent Not Obligated. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

Section 12. Payment of Other Amounts. The City agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Prior Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of

the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Section 8 above.

Section 13. Segregation of Funds. The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the Investment Securities, and all moneys received from the City under this Agreement, in a separate escrow account.

Section 14. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the City. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the City. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and, the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the City.

If the City shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief; and, any such resulting appointment shall be binding upon the City.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

Section 15. Benefit. This Agreement shall be for the sole and exclusive benefit of the City, the Escrow Agent and the holders of the Prior Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

Section 16. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 17. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

If to the City:

Attention: _____
FAX: _____

If to the Escrow Agent:

Attention: _____

FAX: _____

The City and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

Section 18. **Costs of Issuance.** Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Trustee and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the County Treasurer, under the "Instructions to Trustee for Disbursement of Expenses at Closing", and shall be paid on the date of closing.

Section 19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

CITY OF PORTAGE

By: _____

Its Mayor

and

By: _____

Its Clerk

_____, as Escrow Agent

By: _____

Its: _____

APPENDIX I

**CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX BONDS, SERIES 2003**

Dated as of _____ 1, ____

SCHEDULE OF PRINCIPAL, PREMIUM AND INTEREST REQUIREMENTS

Bond Registrar and Paying Agent:

Attention: _____

NOTE: Bonds maturing prior to ____ shall not be subject to redemption prior to maturity. Bonds maturing in the years ____ through ____, inclusive, shall be subject to redemption prior to maturity, at the option of the City, in any order, in whole or in part, on or after _____, _____. Bonds so called for redemption at par, plus accrued interest to the date fixed for redemption.

APPENDIX II

**CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2018**

Sources of Funds

Bond Proceeds	\$ _____
Issuer Contribution	_____
Good Faith Check Interest	_____
Accrued Interest	_____
TOTAL	\$ _____

Uses of Funds

Cost of Escrow Fund	\$ _____
Costs of Issuance	_____
Accrued Interest	_____
Underwriter's Discount	_____
TOTAL	\$ _____

APPENDIX III

NOTICE OF REDEMPTION

**CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX BONDS, SERIES 2003**

DUE _____ THROUGH _____

NOTICE IS HEREBY GIVEN that the City of Portage, Kalamazoo County, Michigan has called for redemption, on _____, _____, (the "Redemption Date"), outstanding maturities of the subject Issue (the "Bonds"), at ____% of the par value, as follows:

Maturity	Due	CUSIP	Rate
\$____,000	_____	_____	____%
____,000	_____	_____	____%
____,000	_____	_____	____%
____,000	_____	_____	____%
____,000	_____	_____	____%
____,000	_____	_____	____%
____,000	_____	_____	____%
____,000	_____	_____	____%

The Bonds to be redeemed should be surrendered on the Redemption Date. The Bonds shall not bear interest on and after the Redemption Date, whether the Bonds are presented for redemption or not.

Bonds may be surrendered for payment at the office of the Bond Registrar and Paying Agent indicated below. Method of delivery is at the option of the Holder, but if by mail, registered mail is suggested.

If by U.S Mail:

Otherwise:

CITY OF PORTAGE

By: _____

Dated: _____

NOTE: Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 1992, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption or for payment at maturity.

APPENDIX IV

CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2018

Investment Securities to be Acquired Pursuant
to the Escrow Agreement

<u>Purchase</u> <u>Date</u>	<u>Investment</u> <u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Investment Type</u>
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EXHIBIT D
[FORM OF OFFICIAL NOTICE OF SALE]

§
CITY OF PORTAGE
County of Kalamazoo, State of Michigan

CITY OF PORTAGE
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2018

SEALED OR ELECTRONIC PROPOSALS: Sealed written proposals for the purchase of the bonds described herein (the "Refunding Bonds") will be received by the undersigned for and on behalf of the City of Portage (the "City") at the Office of the _____, _____, on _____, _____ until ____:____.m., Eastern _____ Time, at which time and place said proposals will be publicly opened and read.

In the alternative, sealed written proposals will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan, 48226, where they will be publicly opened simultaneously. Proposals received at _____, Michigan, will be read first, followed by those proposals received at the alternate location. Proposers may choose either location to present proposals and good faith checks, but not both locations. Any proposer may submit a proposal in person to either proposing location. However, no proposer is authorized to submit a FAX proposal to _____.

Also in the alternative, electronic proposals will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2nd Floor, New York, NY, 10018, (212) 849-5021.

If any provision of this Official Notice of Sale shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Official Notice of Sale shall control.

The Refunding Bonds will be awarded or all proposals will be rejected by the City Finance Director at a proceeding to be held within twenty-four hours of the sale.

BOND DETAILS: The Refunding Bonds will be dated _____ 1, _____ and will be known as "City of Portage, Downtown Development Limited Tax Refunding Bonds, Series 2018". The Refunding Bonds will be fully registered Refunding Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date payable _____ 1, _____ and semi-annually thereafter until maturity. The Refunding Bonds will mature on the 1st day of _____ in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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PRIOR REDEMPTION: The Refunding Bonds shall not be subject to redemption prior to maturity.

PRESENT VALUE SAVINGS: The Refunding Bonds must generate present value savings. If after the proposals are received and the final refunding analysis has been calculated, there is no present value savings to the Authority, the Authority shall exercise its right to reject all the proposals and the Refunding Bonds shall not be awarded.

INTEREST RATE AND PROPOSING DETAILS: The Refunding Bonds shall bear interest at a rate or rates not exceeding ___% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Refunding Bonds, at a price less than ___% of their par value or at an interest rate or rates that will result in a net interest cost exceeding ___%, will be considered.

TERM BOND OPTION: Refunding Bonds maturing in the years ____ - ____, inclusive, are eligible for designation by the original purchaser at the time of sale as serial bonds or term bonds, or both. There may be more than one term bond maturity. However, principal maturities designated as term bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on _____ 1st of the year in which the Refunding Bonds are presently scheduled to mature. Each maturity of term bonds and serial bonds must carry the same interest rate. Any such designation must be made at the time the proposals are submitted.

BOOK-ENTRY-ONLY: The Refunding Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Refunding Bonds. Purchase of the Refunding Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Refunding Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Refunding Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD: _____, Michigan has been selected as paying agent and bond registrar (the "Bond Registrar") for the Refunding Bonds. The Bond Registrar will keep records of the registered holders of the Refunding Bonds, serve as transfer agent for the Refunding Bonds, authenticate the original and any re-issued refunding bonds and pay interest by check or draft mailed to the registered holders of the Refunding Bonds as shown on the registration books of the City kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Refunding Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Refunding Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Refunding Bonds is the responsibility of DTC participants and indirect participants as described in the nearly final official statement for the Refunding Bonds. The City may from time to time as required designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The Refunding Bonds are to be issued pursuant to Act 197, Public Acts of Michigan, 1975, as amended (the "Act"), and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") and as specified in the Authority's development and tax increment financing plan, in anticipation of the collection of certain tax increment revenue payments from the City of Portage Downtown Development Authority (the "Authority") to the City for the purpose of paying costs of refunding the outstanding City of Portage, Downtown

Development Limited Tax Bonds, Series 2003 in the aggregate principal amount of \$1,945,000 maturing in the years 2019 through 2027 (the "Refunded Bonds"). In addition, the City has pledged its limited tax full faith and credit as additional security for the payment of the principal of and interest thereon, and pursuant to such pledge, should funds primarily pledged be insufficient for payment, the City is obligated to make such payment from its general funds or from any taxes which it may levy within applicable constitutional and statutory limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity including those related to equitable subordination.

ESCROW AGENT: Proceeds from the Refunding Bonds will be transferred to _____, _____ as escrow agent (the "Escrow Agent") under an escrow agreement (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

ADJUSTMENT IN PRINCIPAL AMOUNT: The aggregate principal amount of this issue has been determined as the amount necessary to defease the Refunded Bonds and pay a portion or all of the costs of issuance of the Refunding Bonds, assuming certain conditions and events exist on the date of sale. The City reserves the right to increase or decrease the total par amount of the Refunding Bonds by any amount prior to the sale or following the opening of proposals. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful proposer for all maturities will not change. The successful proposer may not withdraw the proposal as a result of any changes made within these limits.

ADJUSTMENT IN DISCOUNT: In the event the principal amount of this issue is increased or decreased, the premium or discount bid, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally bid.

BOND INSURANCE AT PURCHASER'S OPTION: If the Refunding Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the proposer/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Refunding Bonds. Any increased costs of issuance of the Refunding Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE REFUNDING BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE REFUNDING BONDS FROM THE CITY.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$_____) of the face amount of the Refunding Bonds, and payable to the order of the Authority will be required of the successful proposer as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Bonds. If a check is used, it must accompany each proposal. If a wire transfer is used, the successful proposer is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by Municipal Financial Consultants Incorporated. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful proposer will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be cashed immediately, in

which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

AWARD OF THE REFUNDING BONDS – TRUE INTEREST COST: : The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on: May 1, 2018 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to May 1, 2018 in an amount equal to the price proposed, excluding accrued interest. May 24, 2018 is the anticipated date of delivery of the Bonds.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Clark Hill PLC, Detroit, Michigan (the "Bond Counsel"), a copy of which will be printed on the reverse side of each bond and the original of which will be furnished without expense to the Purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for its services in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials.

TAX MATTERS: : It is the opinion of Clark Hill PLC, Bond Counsel, based on its examination of the documents described in its opinion, under existing law as enacted and construed on the date of the initial delivery of the Bonds, the interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the individual federal alternative minimum tax. For corporations with tax years beginning after December 31, 2017, the corporate alternative minimum tax was repealed by Public Law No. 115-97 (the "**Tax Cuts and Jobs Act**") enacted on December 22, 2017, effective for tax years beginning after December 31, 2017. For tax years beginning before January 1, 2018, interest on the Bonds is not an item of tax preference for purposes of the corporate alternative minimum tax in effect prior to enactment of the Tax Cuts and Jobs Act; however, interest on the Bonds held by a corporation (other than an S Corporation, regulated investment company, or real estate investment trust) may be subject to the federal alternative minimum tax for tax years beginning before January 1, 2018 because of its inclusion in the adjusted current earnings of a corporate holder. The opinion set forth above is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The City has covenanted to comply with all such requirements. Bond Counsel expresses no opinion regarding other federal tax consequences arising with respect to the Bonds and the interest thereon.

In the opinion of Clark Hill PLC, Bond Counsel, based on its examination of the documents described in its opinion, under existing law as enacted and construed on the date of the initial delivery of the Bonds, [the Bonds and the interest thereon are exempt from all taxation by the State of Michigan or a political subdivision thereof, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.]

"QUALIFIED TAX EXEMPT OBLIGATIONS": The Refunding Bonds have ____ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

"ISSUE PRICE": The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initially offering price of the Bonds to the public.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The Issuer shall treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. Any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the Bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the Bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning

bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the

Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the Bonds are awarded by the Issuer to the winning bidder.

DELIVERY OF BONDS: The City will furnish Refunding Bonds ready for execution at its expense. Refunding Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Refunding Bonds, will be delivered at the time of delivery of the Refunding Bonds. If the Refunding Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Refunding Bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the Refunding Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Refunding Bonds shall be paid by the purchaser at the time of delivery. The Refunding Bonds will be delivered on May 24, 2018.

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE: In order to assist proposers in complying with SEC Rule 15c2-12, as amended, the City will covenant to undertake (pursuant to resolutions adopted or to be adopted by their governing body), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Refunding Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the City, a form of which is included in the nearly final official statement and in the final official statement.

OFFICIAL STATEMENT:

Hard Copy

A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Municipal Financial Consultants Incorporated at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the City for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful proposer shall supply to the City, within twenty-four (24) hours after the award of the Refunding Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

Internet

In addition, the City has authorized the preparation and distribution of a Nearly Final Official Statement containing information relating to the Refunding Bonds via the Internet. The

Nearly Final Official Statement can be viewed and downloaded at www.i-dealprospectus.com or at www.tm3.com.

The City will furnish to the successful proposer, at no cost, 10 copies of the Final Official Statement within seven (7) business days after the award of the Refunding Bonds. Additional copies will be supplied upon the proposer's agreement to pay the cost incurred by the City for those additional copies.

The City shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the City and the Refunding Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Refunding Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Refunding Bonds. All expenses for printing CUSIP numbers on the Refunding Bonds shall be paid for by the City, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

ADDITIONAL INFORMATION: Further information may be obtained from the undersigned at the address specified above or from Municipal Financial Consultants, 400 North Main Street, Suite ___, Milford, Detroit, Michigan 48381, John R. Axe, telephone (313) 330-9696 or from Steven Burke, CFA, telephone (313) 782-3011, email: os@mfcj.com.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS.

ENVELOPES: Envelopes containing the proposals should be plainly marked "Proposal for City of Portage, Downtown Development Limited Tax Refunding Bonds, Series 2018."

William Furry, Finance Director
City of Portage

Minutes of Boards & Commissions

CITY OF PORTAGE ZONING BOARD OF APPEALS

Minutes of Meeting – June 11, 2018

The City of Portage Zoning Board of Appeals meeting was called to order by Chair Schau at 7:00 p.m. in the Council Chambers. Seven people were in the audience.

MEMBERS PRESENT: John Byrnes, Alexander Philipp, Jay Eichstaedt, Jeff Wettig (alt), Natalie Rowe, Randall Schau, Linda Finch, Linda Fry, Stu Bernhardt (alt)

IN ATTENDANCE: Jeff Mais, Zoning & Codes Administrator and Charlie Bear, Assistant City Attorney.

MEMBERS EXCUSED: None.

APPROVAL OF THE MINUTES: Byrnes moved and Fry seconded a motion to approve the May 14, 2018 minutes as submitted. Upon voice vote, the motion was approved 7-0.

OLD BUSINESS:

ZBA #17-24; 3070 West Centre Avenue: Eichstaedt and Schau stated they had a conflict of interest and both adjourned from chambers during this item. Mais responded to the Board's earlier request for more information and provided copies of the applicable section of Code as it was written prior to the 1989 amendment that listed jewelry stores expressly as a permitted in B-1 district. Mais also stated the Board has not previously considered a similar request and, therefore, no precedent to report. Mais concluded jewelry stores have always been permitted as a retail use in business districts, not personal service establishments. Consequently, no jewelry stores are located in an OS-1 zone in the City.

The public hearing was reopened. Diane Morrison and Rob Peterson were present to speak. Ms. Morrison stated they have looked exhaustively at other locations, but this location was the only thus far to meet their needs. The applicant explained the nature of their business is changing and an increasing amount of their time and resources have been directed towards providing consulting, repairs, and other services that they feel falls more along the lines of being a 'personal service establishment' rather than a retail store. Attorney Bear reminded the Board they should narrowly interpret the language of the Code and in rendering a decision, should consider how the Code has been applied historically by city staff. Bear stated the Board may not make a decision that has the effect of rewriting the Code. Rob Peterson stated if there was concern about creating a precedent he thought the Board could make an interpretation that this specific business is a personal service establishment and any other jewelry store would have to make their own argument that they are a personal service establishment.

Following additional discussion, a motion was made by Phillip, seconded by Byrnes, to deny a favorable interpretation that a jewelry store is a permitted use in an OS-1 zone as a sales and personal service establishment. Upon roll call vote: Byrnes-Yes, Rowe-No, Phillip-Yes, Finch-Yes, Bernhart-Yes, Wettig-No. Fry-No. Motion passed 4-3.

NEW BUSINESS:

ZBA #17-31; 1321 Lakeview Drive: Mais summarized the request for a 45 square-foot variance to erect a 64-square-foot covered front porch that would result in a total lot coverage of 1,980 square feet where a maximum 1,935 square feet is permitted. The builder, Mike Burke, was present to answer questions. Schau noted it was possible to build a very small 19 square-foot covered porch. Mr. Burke agreed it was possible but no builder wants to do the job. Mr. Burke stated one of the reasons for creating the 64 square-foot covered porch was to provide adequate space to accommodate a wheelchair. Eichstaedt inquired if the porch would be ADA compliant. Mr. Burke responded yes.

A public hearing was opened. No one spoke for or against the request. The public hearing was closed.

After a brief discussion, a motion was made by Rowe, seconded by Finch, to grant a variance to erect a 64-square-foot covered front porch that would result in a total lot coverage of 1,980 square feet where a maximum 1,935 square feet is permitted, for the following reasons: there are exceptional or extraordinary circumstances applying to the property that do not generally apply to other properties in the zoning district which include the substandard lot width; the variance is necessary for the preservation and enjoyment of a substantial property right, the right to access one's home safely, which is similar to that possessed by other properties in the same zoning district and in the vicinity; the immediate practical difficulty causing the need for the variance was not created by the applicant; will not be detrimental to adjacent property and will not materially impair the intent and purpose of the zoning ordinance. In addition, the application and supporting materials, staff report, and all comments, discussion and materials presented at this hearing be incorporated in the record of this hearing and the findings of the Board, and that action of the Board be final and effective immediately. Upon roll call vote: Wettig-Yes, Byrnes-Yes, Philipp-Yes, Finch-Yes, Schau-Yes, Eichstaedt-Yes, Bernhardt-Yes. The motion passed 7-0.

ZBA #17-; 10028 Harris Drive: Mais summarized the request to retain a nonconforming shed in the rear lakeside yard that is: a) 1.5 feet from the side (north) property line where a minimum 10 feet is required and b) 128 square-feet where a maximum 80 square feet is permitted. Schau requested clarification how the structure's legal nonconforming status had been affected. Mais stated Section 42-133(D) states that if a nonconforming structure is moved it must be moved to a conforming location, and also states that if a portion of a nonconforming structure is removed or modified, it results in the loss of that structure's legal nonconforming status. Because the shed had been both moved and modified by the applicant the structure could no longer be considered legal nonconforming and a variance was needed for it to remain.

The applicant, James Brayton, stated their property had been damaged by a storm some time ago and they lost several trees. Last year they attempted to improve the lakeside yard by installing approximately \$15,000 worth of landscaping and moved the shed to accommodate those improvements, not realizing the minimum setback distance. Later, after being advised by the building official the shed had been enlarged, he thought it would be a good idea to correct that situation and reduce the shed to its original dimensions. Mr. Brayton stated the neighbors did not object to the shed and the only people complaining about were the builders on the adjacent property.

A public hearing was opened. A letter from the owner of 10036 Harris Drive stating no objection to the request was read into the record. Jessica Garcia, 10024 Harris Drive, said they did not object to the shed and if they had to move the shed, their landscaping would need to be modified. The public hearing was closed.

Eichstaedt inquired if the applicant received any estimates to move the shed. Mais summarized Section 42-622(B)(1)(b) regarding the possibility that compliance with the code may prove to be more expensive cannot be considered by the Board. Schau stated it was clear that the need for the variance was a result of the applicant's own actions. A motion was made by Schau, seconded by Phillip, to deny the request to retain a nonconforming shed in the rear lakeside yard that is: a) 1.5 feet from the (north) side property line and b) 128 square-feet where a maximum 80 square feet is permitted for the following reasons; there are no exceptional or extraordinary circumstances or conditions applying to the property that do not generally apply to other properties in the same zoning district; the variance is not necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the vicinity because there are conforming alternative locations; the immediate practical difficulty causing the need for the variance was created by the applicant; and the variance would materially impair the intent and purpose of the zoning ordinance. In addition, the application and supporting materials, staff report, and all comments, discussion and materials presented at this hearing be incorporated in the record of this hearing and the findings of the Board, and that action of the Board be final and effective immediately. Upon roll call vote: Wettig-Yes, Byrnes-Yes, Philipp-Yes, Finch-Yes, Schau-Yes, Eichstaedt-Yes, Bernhardt-Yes. The motion passed 7-0.

OTHER BUSINESS: Election of officers: Eichstaedt was elected Chair; Schau, Vice Chair; and Byrnes, Secretary.

STATEMENT OF CITIZENS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:50 p.m.

Respectfully submitted,

Jeff Mais
Zoning & Codes Administrator

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PLANNING COMMISSION

August 2, 2018

The City of Portage Planning Commission meeting of August 2, 2018 was called to order by Chairman Stoffer at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. Four citizens were in attendance.

PLEDGE OF ALLEGIANCE:

Chairman Stoffer led the Commission, staff and citizens in the Pledge of Allegiance.

IN ATTENDANCE:

Christopher Forth, Deputy Director and Randy Brown, City Attorney.

ROLL CALL:

Mr. Forth called the roll: Pezzoli (yes), Baldwin (yes), Place (yes), Joshi (yes), Schimmel (yes), Stoffer (yes), Patterson (yes), Corradini (yes), and Harrell-Page (yes).

APPROVAL OF MINUTES:

Chairman Stoffer referred the Commission to the July 5, 2018 meeting minutes contained in the agenda packet. A motion was made by Commissioner Harrell-Page, seconded by Commissioner Schimmel, to approve the minutes as submitted. The motion was unanimously approved 9-0.

SITE/FINAL PLANS:

None

PUBLIC HEARING:

1. Preliminary Report: Rezoning Application #18/19-1, 5932 Iowa Avenue. Mr. Forth summarized the July 27, 2018 staff report regarding a request to rezone property located at 5932 Iowa Avenue from P-1, vehicular parking to R-1A, one family residential. Mr. Forth noted the applicant is requesting the rezoning to allow for installation of a storm water retention pond and outdoor patio associated with a proposed office redevelopment project involving 524, 602 and 610 West Milham Avenue and the subject parcel.

The applicant, Matt Callander, was present to support the application and discuss the development project. Mr. Callander stated he is under contract to purchase the property and wasn't aware 5932 Iowa was zoned only for parking. Mr. Callander further stated the proposed office building would be situated on the east side of the site and would maintain greenspace and a buffer area to the north. Commissioner Stoffer asked Mr. Callander if he considered an office zoning district. Mr. Callander responded by saying he believed the one-family residential district would be less impactful.

The public hearing was opened by Chairman Stoffer. Tim Miller, representing his parents that live at 5928 Iowa, expressed concern about locating a retention basin next to his parents' house and the impact on property values. Mr. Miller referenced the existing retention basins located at the intersection of Van Hoesen and Idaho and impacts these basins have on the area.

There being no further discussion, a motion was made by Commissioner Schimmel, seconded by Commissioner Place, to adjourn the public hearing for Rezoning Application #18/19-1, 5932 Iowa Avenue, until the August 16, 2018 meeting. The motion was unanimously approved 9-0.

OLD BUSINESS:

None.

NEW BUSINESS:

1. Accessory Building (Newsome), 2663 Mandigo Avenue. Mr. Forth summarized the July 27, 2018 staff report regarding a request from Debbie and Randy Newsome to construct a 13.5-foot tall, 936 square foot (26-foot by 36-foot) detached accessory building within the center portion of 2663 Mandigo Avenue. According to the applicant, the proposed building will be utilized as a horse barn. Commissioner Baldwin inquired about the storage/disposal of manure and impacts it may have on the water wells. Mr. Forth explained the zoning code requirements related to the storage and location of manure and location of the proposed barn from property lines. Mrs. Newsome explained the barn and pasture area will be on the north end of the property and the wells are located on the south end. Commissioner Pezzoli asked about fencing. Mr. Newsome explained their plans for fencing.

After additional discussion, a motion was made by Commissioner Corradini, seconded by Commissioner Harrell-Page, to approve the proposed Accessory Building for Debbie and Randy Newsome, 2663 Mandigo Avenue. The motion was unanimously approved 9-0.

2. FY 2017-18 Planning Commission Work Program Final Update and Proposed FY 2018-19 Work Program. Mr. Forth referred the Commission to the staff report dated July 27, 2018 that included a final update of the FY 2017-2018 Work Program and a copy of the proposed FY 2018-2019 Work Program. Forth provided an update on the FY2017-18 Neighborhood and Community Enhancement projects. All recommended projects have been completed with the exception of the landscaping in the Oakland Drive pedestrian island and the Towhee Street lights. Mr. Forth noted Consumers Energy has been authorized to proceed with the installation but has not yet completed the work. Mr. Forth also updated the Commission on the Lakeview Drive realignment project. There being no further discussion, a motion was made by Commissioner Harrell-Page, seconded by Commissioner Place, to accept the FY 2017-2018 Work Program update. The motion was unanimously approved 9-0. Chairman Stoffer indicated discussion on the proposed FY 2018-2019 Work Program would be postponed until the August 16, 2018 meeting to allow the Commission additional time to consider the work program.

3. Election of Officers. For the position of Chairman, Commissioner Schimmel nominated Commissioner Stoffer for Chairman. There being no further nominations, Commissioner Stoffer was elected Chairman. For the position of Vice-chairman, Commissioner Joshi nominated Commissioner Corradini. Commissioner Harrell-Page nominated Commissioner Place. Commissioner Place respectively declined the nomination. Commissioner Corradini nominated Commissioner Joshi. However, Commissioner Joshi respectively declined the nomination. There being no further nominations for Vice-chairman, Commissioner Corradini was elected Vice-chairman. With regard to the position of Secretary, Commissioner Joshi nominated Commissioner Schimmel. There being no further nominations for Secretary, Commissioner Schimmel was elected as the Secretary of the Planning Commission.

STATEMENT OF CITIZENS/COMMISSIONERS:

Commissioner Schimmel read a letter from Carol Long thanking the City of Portage for installation of the pedestrian island on Oakland Drive near the entrance to Oakland Drive Park. Commissioner Schimmel thanked Commissioner Patterson for volunteering to be the Vice-Chairman following the resignation of former Vice-chairman Shoup. Chairman Stoffer reminded everyone next Tuesday, August 7, 2018 is an election day.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 7:30 p.m.

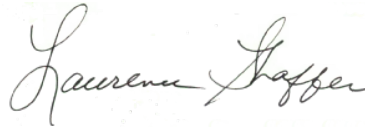
Respectfully submitted,

Christopher Forth, AICP
Deputy Director

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TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: MDOT Funding for Improvements to Zylman Avenue, Lover's Lane, and Idaho Avenue

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED:

1. Approve Contract #2018-0770 between the Michigan Department of Transportation and the City of Portage for the completion of the Zylman Avenue Reconstruction Project;
2. Approve Contract #2018-0771 between the Michigan Department of Transportation and the City of Portage for the completion of the Realignment of Lovers Lane north of Ramona Avenue Project;
3. Approve Contract #2018-0772 between the Michigan Department of Transportation and the City of Portage for the completion of the Reconstruction of Idaho Avenue from Oregon to South Westnedge Avenue Project;
4. Adopt Resolutions authorizing the City Manager to sign Contracts #2018-0770, #2018-0771 and #2018-0772; and

authorize the City Manager to sign all other documents related to these projects on behalf of the city.

At the Regular City Council Meeting of June 26, 2018, Michigan State Senator Margaret O'Brien and Michigan State Representative Brandt Iden announced that the State of Michigan Department of Transportation (MDOT) would fund three roadway improvement projects in the City of Portage. Total funding from the State of Michigan for these projects is \$3.25 million and work is anticipated to begin in the 2019 construction season. Contracts #2018-0770, #2018-0771 and #2018-0772 establish the amount of the Legislative Earmark (\$3.25 million) to the City of Portage. City Council authorization for the City Manager to sign the contracts is required by resolution.

The projects being funded by this Legislative Earmark include reconstruction of Zylman Avenue, realignment of Lovers Lane north of Ramona and reconstruction of Idaho Avenue from Oregon to South Westnedge Avenue.

Lovers Lane Realignment Project

Lovers Lane from East Centre Avenue to East Milham Avenue is part of the Kalamazoo Area Transportation Study Map 7 Proposed Bike Commuter Routes. With the increase in traffic and left

turn movements onto Stryker Way, conversion from 4 lanes to 3 lanes with a center turn lane with bike lanes in both directions will facilitate safer left-turn movements. Lovers Lane has a sharp reverse curve where safety is a concern due to drivers having to shift their vehicles abruptly. The grant funding enables implementation of a road diet from East Centre Avenue to East Milham Avenue and the correction of the reverse curve alignment on Lovers Lane. In total, the Lovers Lane project cost is estimated at \$1,250,000, with \$600,000 in state funds and \$650,000 to be funded by the 2018-2019 Capital Improvement Program Major Street Fund.

Idaho Reconstruction Project

The Idaho Avenue Reconstruction Project will be designed to include “complete street” enhancements such as cross walk improvements, curb and gutter and traffic calming measures, which are part of the City of Portage *A Natural Place to Move* initiative. The project also includes replacement of deteriorated water mains. In total, the Idaho Avenue Reconstruction project cost is estimated at \$1,350,000, with \$850,000 in state funds and \$500,000 financed through the 2019-2020 Capital Improvement Program Water Fund for the water main replacement.

Zylman Avenue Reconstruction Project

The Zylman Avenue Reconstruction project design will include “complete street” enhancements such as crosswalk improvements, installation of sections of curb and gutter and storm sewer where none exist, installation of bike lanes, which is part of the *A Natural Place to Move* initiative. In total, the Zylman Avenue Reconstruction project cost is estimated at \$2,050,000, with \$1,800,000 in state funds and \$250,000 financed through the Local Development Finance Authority.

It is recommended that City Council approve Contracts #2018-0770; #2018-0771 and #2018-0772, adopt Resolutions authorizing the City Manager to sign Contracts #2018-0770; #2018-0771 and #2018-0772 and authorize the City Manager to sign all other documents related to this project on behalf of the city.

FUNDING: Funding for these projects has been allocated from the State of Michigan in the amount of \$3.25 million, with the balance of the costs being funded by the 2018-2019 CIP Major Street Fund, the 2019-2020 CIP Water Fund and the Local Development Finance Authority.

- Attachments:**
1. MDOT Resolutions - Zylman, Lovers Lane & Idaho
 2. 2018-0770 Contract - Zylman
 3. 2018-0771 Contract - Lovers Lane
 4. 2018-0772 Contract - Idaho

CITY OF PORTAGE

Resolution

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall in said City on the _____ day of _____, 2018 at 7:30 p.m., local time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following resolution was offered by Council member _____ and seconded by Councilmember _____.

RESOLVED, the City Council for the City of Portage, does hereby authorize the City Manager, Laurence Shaffer, to sign contract 18-0770 between the City of Portage and Michigan Department of Transportation. This contract is for the completion of the Zylman Avenue Reconstruction Project.

ADOPTED: YEAS:

NAYS:

ABSENT

Adam Herringa, City Clerk

CERTIFICATION

I hereby certify this _____ day of _____, 2018 that the foregoing is a true and complete copy of the original on file in my office.

Adam Herringa, City Clerk

APPROVED AS TO FORM

Date 8/27/2018


City Attorney

CITY OF PORTAGE

Resolution

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall in said City on the _____ day of _____, 2018 at 7:30 p.m., local time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following resolution was offered by Council member _____ and seconded by Councilmember _____.

RESOLVED, the City Council for the City of Portage, does hereby authorize the City Manager, Laurence Shaffer, to sign contract 18-0771 between the City of Portage and Michigan Department of Transportation. This contract is for the completion of the realignment of Lovers Lane north of Ramona Avenue Project.

ADOPTED: YEAS:
NAYS:
ABSENT

Adam Herringa, City Clerk

CERTIFICATION

I hereby certify this _____ day of _____, 2018 that the foregoing is a true and complete copy of the original on file in my office.

Adam Herringa, City Clerk

APPROVED AS TO FORM

Date 8/27/2018


City Attorney

CITY OF PORTAGE

Resolution

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall in said City on the _____ day of _____, 2018 at 7:30 p.m., local time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following resolution was offered by Council member _____ and seconded by Councilmember _____.

RESOLVED, the City Council for the City of Portage, does hereby authorize the City Manager, Laurence Shaffer, to sign contract 18-0772 between the City of Portage and Michigan Department of Transportation. This contract is for the completion of the reconstruction of Idaho Avenue from Oregon to South Westnedge Project.

ADOPTED: YEAS:

NAYS:

ABSENT

Adam Herringa, City Clerk

CERTIFICATION

I hereby certify this _____ day of _____, 2018 that the foregoing is a true and complete copy of the original on file in my office.

Adam Herringa, City Clerk

APPROVED AS TO FORM

Date 8/27/2018
R

City Attorney

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF PORTAGE

CONTRACT

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Portage (AGENCY) of 7900 S. Westnedge Avenue, Portage, Michigan 49002 in accordance with Article XVII, Section 751 and Article XX, Section 1201 of Public Act 207 of 2018, Fiscal Year 2019 Omnibus Budget Appropriation Act, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark.

The EARMARK is to be expended on construction projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in Public Act 207 of 2018, and as provided herein.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of the Zylman Avenue Reconstruction Project (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00). The AGENCY will be responsible for all costs in excess of the funds shown above.
3. The AGENCY must submit a Request for Payment Form (Exhibit A) prior to the start of the PROJECT and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

4. Submit a copy of Exhibit B to MDOT for review and approval.
5. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
6. Ensure that any unspent above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
7. For auditing processes, all records, including executed contracts, are to be maintained for three years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice.
8. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
9. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.

MDOT will:

10. Make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

	<u>Milestones</u>	
Receipt of Exhibit A (Initial Payment)	\$900,000.00	50%
Evidence of Project Advertisement (Final Payment)	\$900,000.00	50%
<u>Total</u>	<u>\$1,800,000.00</u>	<u>100%</u>

11. May conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

12. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

13. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

14. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
15. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.
16. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.
17. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.

18. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
19. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
20. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.



21. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF PORTAGE

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT (for this request)	

CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained. Please provide a progress schedule with the completed Exhibit A.

FOR CONTRACTED PROJECTS: I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	EMAIL	PHONE	DATE
INITIAL PAYMENT		FINAL PAYMENT	

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
RECEIVED BY MDOT CONTRACT SERVICES DIVISION ADMINISTRATOR	DATE

PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

FROM	
TO	

A. ANNUAL COST OF WORK FOR FISCAL YEAR _____	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
B. ACTUAL CONSTRUCTION COMPLETION DATE _____	
C. FINAL COST OF ELIGIBLE WORK	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <u>minus</u> the total eligible costs.)	\$
D. PROJECT DESCRIPTION (Provide a detailed description of services completed)	

CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	EMAIL	PHONE	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
--	------

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF PORTAGE

CONTRACT

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Portage (AGENCY) of 7900 S. Westnedge Avenue, Portage, Michigan 49002 in accordance with Article XVII, Section 751 and Article XX, Section 1201 of Public Act 207 of 2018, Fiscal Year 2019 Omnibus Budget Appropriation Act, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark.

The EARMARK is to be expended on construction projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in Public Act 207 of 2018, and as provided herein.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of the realignment of Lovers Lane north of Ramona Avenue (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00). The AGENCY will be responsible for all costs in excess of the funds shown above.
3. The AGENCY must submit a Request for Payment Form (Exhibit A) prior to the start of the PROJECT and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

4. Submit a copy of Exhibit B to MDOT for review and approval.
5. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
6. Ensure that any unspent above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
7. For auditing processes, all records, including executed contracts, are to be maintained for three years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice.
8. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
9. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.

MDOT will:

10. Make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

	<u>Milestones</u>	
Receipt of Exhibit A (Initial Payment)	\$300,000.00	50%
Evidence of Project Advertisement (Final Payment)	\$300,000.00	50%
<u>Total</u>	<u>\$600,000.00</u>	<u>100%</u>

11. May conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

12. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

13. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

14. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
15. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.
16. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.
17. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.

18. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
19. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
20. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.



21. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF PORTAGE

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT (for this request)	

CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained. Please provide a progress schedule with the completed Exhibit A.

FOR CONTRACTED PROJECTS: I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	EMAIL	PHONE	DATE
INITIAL PAYMENT		FINAL PAYMENT	

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
RECEIVED BY MDOT CONTRACT SERVICES DIVISION ADMINISTRATOR	DATE

PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
FROM	
TO	
A. ANNUAL COST OF WORK FOR FISCAL YEAR _____	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
B. ACTUAL CONSTRUCTION COMPLETION DATE _____	
C. FINAL COST OF ELIGIBLE WORK	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <u>minus</u> the total eligible costs.)	\$
D. PROJECT DESCRIPTION (Provide a detailed description of services completed)	

CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	EMAIL	PHONE	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
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APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF PORTAGE

CONTRACT

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Portage (AGENCY) of 7900 S. Westnedge Avenue, Portage, Michigan 49002 in accordance with Article XVII, Section 751 and Article XX, Section 1201 of Public Act 207 of 2018, Fiscal Year 2019 Omnibus Budget Appropriation Act, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark.

The EARMARK is to be expended on construction projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in Public Act 207 of 2018, and as provided herein.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of the reconstruction of Idaho Avenue from Oregon to South Westnedge Avenue (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00). The AGENCY will be responsible for all costs in excess of the funds shown above.
3. The AGENCY must submit a Request for Payment Form (Exhibit A) prior to the start of the PROJECT and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

4. Submit a copy of Exhibit B to MDOT for review and approval.
5. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
6. Ensure that any unspent above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
7. For auditing processes, all records, including executed contracts, are to be maintained for three years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice.
8. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
9. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.

MDOT will:

10. Make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

	Milestones	
Receipt of Exhibit A (Initial Payment)	\$425,000.00	50%
Evidence of Project Advertisement (Final Payment)	\$425,000.00	50%
<u>Total</u>	<u>\$850,000.00</u>	<u>100%</u>

11. May conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

12. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

13. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

14. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
15. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.
16. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.
17. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.

18. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
19. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
20. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.



21. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF PORTAGE

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT (for this request)	

CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained. Please provide a progress schedule with the completed Exhibit A.

FOR CONTRACTED PROJECTS: I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	EMAIL	PHONE	DATE
INITIAL PAYMENT		FINAL PAYMENT	

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
RECEIVED BY MDOT CONTRACT SERVICES DIVISION ADMINISTRATOR	DATE

PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

FROM	
TO	

A. ANNUAL COST OF WORK FOR FISCAL YEAR _____	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
B. ACTUAL CONSTRUCTION COMPLETION DATE _____	
C. FINAL COST OF ELIGIBLE WORK	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <u>minus</u> the total eligible costs.)	\$
D. PROJECT DESCRIPTION (Provide a detailed description of services completed)	

CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	EMAIL	PHONE	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
--	------

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

TO: Portage City Council

FROM: Patricia Randall, Mayor

SUBJECT: City Manager Salary Review / Evaluation Committee

ACTION RECOMMENDED: Convene the City Manager Salary Review/Evaluation Committee and request a recommendation no later than November 6, 2018 as to compensation for the contract year.

The Council's City Manager Salary Review / Evaluation Committee is charged with conducting an evaluation of the City Manager's performance over the previous year and recommending compensation for the next year. The committee consists of myself, Councilmember Pearson and Councilmember Ford.

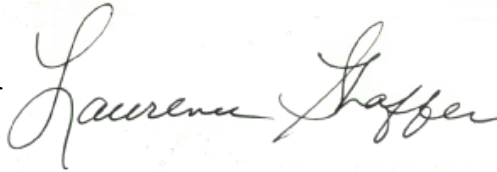
I recommend that the City Council reconvene the City Manager Salary Review / Evaluation Committee and request a recommendation as to compensation for the contract year no later than November 6, 2018.

FUNDING: N/A

Attachments: None

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Fire Station No. 2 Facility Replacement – Increase to Architectural Services Contract

SUPPORTING PERSONNEL: Nicholas Arnold, Director of Public Safety - Police / Fire Chief
John Podgorski, Senior Deputy Fire Chief

ACTION RECOMMENDED: Take no action at this time concerning the August 14, 2018 recommendation that City Council approve an increase to the contract with Williams Architects of Itasca, Illinois, in the amount of \$276,500 for architectural services for Fire Station No. 2.

Based on discussion held at the August 14, 2018 Regular Meeting of the City Council and discussion during the August 28, 2018 Committee of the Whole Meeting, it is recommended that City Council take no action on the item at this time concerning the August 14 recommendation that City Council approve an increase to the contract with Williams Architects of Itasca, Illinois, in the amount of \$276,500 for architectural services for the new Fire Station No. 2.

FUNDING: N/A

Attachments:

1. 2018 08-14 (A) LS-CC Williams Architects
2. 2018 08 14 CC Minutes - Draft

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Fire Station No. 2 Facility Replacement – Increase to Architectural Services Contract

SUPPORTING PERSONNEL: Nicholas Arnold, Director of Public Safety - Police / Fire Chief
John Podgorski, Senior Deputy Fire Chief

ACTION RECOMMENDED: Approve an increase to the contract with Williams Architects of Itasca, Illinois, in the amount of \$276,500 for architectural services for Fire Station No. 2 and authorize the City Manager to execute all documents on behalf of the city.

Design, engineering and construction of a new Fire Station No. 2 was planned for in the 2017-2027 Capital Improvement Program (CIP). Funding for design and engineering was programmed in the FY 2017-18 CIP budget and the construction is programmed in the FY 2018-19 and FY 2019-20 CIP budgets. On August 8, 2017, City Council awarded a contract to Williams Architects of Itasca, Illinois, in the amount of \$232,500 for architectural services for Fire Station No. 2.

Based on a November 2015 feasibility study, the Request for Proposals (RFP) for architectural services, issued in April 2017 for the design of the new Fire Station No. 2, was based on an estimated building size of 14,101 square feet and a construction cost of up to \$3 million. During the design phase, which has been completed, the building size increased to 18,364 square feet. The additional footage will provide for a backup Emergency Communications Center (ECC), specialized training space and enhanced cleaning and storage of personal protective equipment, as well as individual sleeping quarters to accommodate female firefighters. Additionally, a number of items to help conserve energy, such as Leadership in Energy and Environmental Design (LEED) mechanicals for heating & cooling of the building, as well as an energy alternative solar hot water system, have been added to the design. In consideration of these needed design changes, combined with the current construction environment, the estimated cost of construction is approximately \$6 million.

The fees contained in the contract with Williams Architects are based on construction costs of \$2.5 million with an additional fee of 7.9% of the the total construction costs, should they exceed the threshold amount. Given the additional costs, an increase to the contract with Williams Architects of \$276,500 is required. The additional work performed by Williams Architects has resulted in many features that will ensure that the new Fire Station No. 2 will serve the citizens of Portage for many years into the future.

It is recommend that City Council approve an increase to the contract with Williams Architects of Itasca, Illinois, in the amount of \$276,500 for architectural services for Fire Station No. 2 and authorize the City Manager to execute all documents on behalf of the city.

FUNDING: Sufficient funding is available in the FY 2018-19 and FY 2019-20 Capital Improvement Program budgets.

Attachments: None

CITY COUNCIL MEETING MINUTES FROM AUGUST 14, 2018

The Regular Meeting was called to order by Mayor Randall at 7:00 p.m. At the request of Mayor Randall, the Deputy City Clerk called the roll with the following members present: Councilmembers Chris Burns, Richard Ford, Lori Knapp, Claudette Reid, Terry Urban, Mayor Pro Tem Jim Pearson and Mayor Patricia Randall. Also in attendance were City Manager Larry Shaffer, City Attorney Randy Brown and Deputy City Clerk Erica Eklov.

At the request of Mayor Randall, Chaplain Ken Hovenkamp of the Portage Public Safety Chaplain Program provided the invocation and, following the invocation, City Council and the audience recited the Pledge of Allegiance.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Reid removed Items A.6 and A.9. Councilmember Burns removed Item A.4.

Motion by Reid, seconded by Knapp, to approve the Consent Agenda, with the exception of Items A.4, A.6 and A.9, as presented. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF MINUTES: Motion by Reid, seconded by Knapp, to approve the Committee of the Whole Meeting Minutes of July 24, 2018; Regular Meeting Minutes of July 24, and Pre-Council Meeting Minutes of August 13, 2018. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF AUGUST 14, 2018: Motion by Reid, seconded by Knapp, to approve the Accounts Payable Register of August 14, 2018. Upon a roll call vote, motion carried 7 to 0.

REPLACEMENT OF CITY HALL EXTERIOR WINDOWS, DOORS AND SKYLIGHTS: Motion by Reid, seconded by Knapp, to award a construction contract to the sole bidder, Forman Glass, of Kalamazoo, Michigan, in the amount of \$273,000 for the removal and replacement of the City Hall exterior windows, doors and skylights. Upon a roll call vote, motion carried 7 to 0.

PUBLIC SERVICES BUILDING PARKING LOT ASPHALT OVERLAY: Motion by Reid, seconded by Knapp, to award a contract in the amount of \$76,512.60 to J. Allen & Company for the Department of Public Services parking lot asphalt overlay and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

2018/2019 PORTAGE SENIOR CENTER BUS TRIPS: Motion by Reid, seconded by Knapp, to approve the bid from Gail Andrus Travel, LLC, for motor coach services for the late 2018 and 2019 Portage Senior Center travel program in the amount of \$42,187 and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

PUBLIC SAFETY RETENTION SCHEDULE: Motion by Reid, seconded by Knapp, to adopt a resolution to rescind the current City of Portage Records Retention Schedule 13 for the Department of Public Safety and replace the retention schedule with the State of Michigan General Schedule 11 for Law Enforcement Agencies. Upon a roll call vote, motion carried 7 to 0.

NEW FIRE STATION #2 AGGREGATE PIERS CONTRACT: Motion by Reid, seconded by Knapp, to award a contract in the amount of \$115,000 to Hayward Baker, Inc., for the installation of

aggregate piers in the new Fire Station #2 and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

MICHIGAN MUNICIPAL LEAGUE ANNUAL MEETING: Motion by Reid, seconded by Knapp, to authorize the City Manager to attend the Michigan Municipal League Annual Convention and cast the vote on behalf of the City of Portage. Upon a roll call vote, motion carried 7 to 0.

MINUTES OF BOARDS AND COMMISSIONS: Motion by Reid, seconded by Knapp, to receive the Senior Citizens Advisory Board minutes of June 20, 2018 and the Historic District Commission minutes of July 11, 2018. Upon a roll call vote, motion carried 7 to 0.

STATEMENTS OF CITIZENS: Dr. Romeo Phillips, 1983 Brighton Lane, spoke regarding his concerns over the deer population in the area. He asked for cooperation between the City of Portage, City of Kalamazoo and Kalamazoo County on efforts to remediate the deer. He also noted that Lieutenant Colonel Alexander Jefferson, a former member of the Tuskegee Airmen of World War II, will be visiting the community on March 8, 2019 to visit and speak at a Portage event, which may also include both high school choirs. Lieutenant Colonel Jefferson will be attending to speak on his time in World War II, as well as his book "Red Tail Captured, Red Tail Freed." Dr. Phillips noted he has been discussing this event with the City Manager and invited all of Council to attend.

Councilmember Ford asked Dr. Phillips if he has talked with the Air Zoo regarding Lieutenant Colonel Jefferson's visit. Dr. Phillips replied that he's confirmed that the City Manager has agreed to contact the Air Zoo regarding the event on Dr. Phillips' behalf. Further, Dr. Phillips plans to invite the local state and federal officials to the event as well.

Mayor Randall invited Portage Police Lieutenant Steve Clark, who was in attendance with his family, to speak and introduce the family's Korean exchange student from the 4H Ambassador Program. Lieutenant Clark introduced Jay Wu and described several area visits to local attractions that he and his family had taken Mr. Wu and highlighted the benefits of the 4H program, urging everyone to host an exchange student. Lieutenant Clark thanked City Manager Shaffer and Mayor Randall for discussing the local government aspect with Mr. Wu prior to the meeting.

COMMUNICATIONS:

CALENDAR OF MEETINGS: At the request of Mayor Randall, Deputy City Clerk Eklov read the meeting schedule for the record. Motion by Burns, seconded by Reid, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

CORA & EMILY LIFT STATION RENOVATIONS: Mayor Randall began by asking Councilmember Burns to explain removing the Cora & Emily Drive Lift Station item from the Consent Agenda. Councilmember Burns explained that he would like an explanation as to why the lowest bidder was not selected for the project, as well as have the explanation of the selection on record. City Manager Shaffer explained that, despite Abonmarche being the second lowest bidder, the firm was selected due to the wealth of experience and full understanding of the scope of the project as compared with the lowest bidder. Councilmember Burns thanked him for his response and offered the motion to award an engineering services contract for the Cora & Emily Lift Station Renovations to Abonmarche Consultants, Inc., in the amount not to exceed \$107,660 and authorize the City

Manager to execute all documents related to the contract on behalf of the city. Seconded by Knapp; upon a roll call vote, motion carried 7 to 0.

PROFESSIONAL SERVICES CONTRACT - SENIOR CENTER FUNDRAISING: Mayor Randall introduced the item and asked Councilmember Reid to explain why she had removed the item from the Consent Agenda. Councilmember Reid replied that she would like a statement from the City Administration on the plan for the Senior Center project, as well as a timeline in relation to the \$75,000 cost for the contract. City Manager Shaffer noted that prior efforts to take millages for funding upgrades to the Portage Senior Center to citizens had previously failed. City Manager Shaffer commented that the prior history of those failed millages combined with the continued need of current Senior Center users to have a larger building with expanded programs has the City Administration following requests from both the Friends of the Portage Senior Center Board and the Senior Citizens' Advisory Board to move forward with new concepts, estimates and proposals in an effort to ensure a new center for the future and long-term use. City Manager Shaffer relayed that there have been evaluations on the cost of renovation of the current Senior Center building versus construction of a new center and the minimal difference between the costs makes a new building more practical. City Manager Shaffer confirmed that the next step is figuring how to fund the project and he explained that Hopkins Consulting was contracted based on prior successful fundraising projects in the area. City Manager Shaffer commented that the initial contract with Hopkins was to perform inquiries and interviews with key community individuals regarding the Portage Senior Center and that based on the results of Mr. Hopkins' initial interviews, as well as promised donations, he would like to pursue the Portage Senior Center project through community donation initiatives and to do so now while interest is high. City Manager Shaffer noted the Administration's desire to pursue the Hopkins firm based on its prior success record and also wants Mr. Hopkins to negotiate, as well as track any potential benefactor requests or stipulations. He noted that these would also be brought back to Council at a later date as part of determining next steps on the project. City Manager Shaffer highlighted the presence of Senior Center Manager Kim Phillips in the audience in order to answer any additional questions.

Councilmember Reid replied that she recognized the need for the Portage Senior Center to expand but wants the city to be open about plans to have the building available as a community space, as well as the Senior Center. Councilmember Reid motioned to approve the proposed contract with the addition of the words "Community Center".

Mayor Pro Tem Pearson noted that the City Manager stated any next steps regarding the project will come back to Council for review and approval before moving forward. He inquired with City Attorney Brown whether inclusion of a community center aspect in the motion changed the next steps legally. City Attorney Brown responded that the contract with Hopkins Consulting, which is the item on the agenda for City Council approval, did not concern that aspect and would not affect the approval.

Mayor Randall noted her position on the City Council Portage Senior Center sub-committee and previous positive discussions she has had with Mr. Hopkins. Mayor Randall further noted her campaign pledge to work on a new Senior Center and her recent, as well as upcoming meetings with large area employers to discuss supporting the project. Mayor Randall noted that donors may dictate certain aspects of the project, but she does not have concerns moving forward. She highlighted the City Council subcommittee's unanimous vote to move forward. She highlighted Mr. Hopkins' 95 percent success rate, especially with local area projects and stated that she does not support modifying the agenda motion at this time.

Councilmember Ford commented that he does not have a preference whether the project at this stage is currently Portage Senior Center or Community Center. He did note that this is one of

the riskier ventures the city has recently pursued with regard to the \$75,000 contract but commented that the various entities interviewed so far show unanimous support and the level of community interest at this time is strong.

Mayor Pro Tem Pearson commented that he is happy to support an altered motion with the reassurances of the City Attorney that it would not affect moving forward with the proposal.

Councilmember Knapp commented that she is also happy to support the altered motion in light of the City Attorney's reassurances and further noted that examination and research of the community base is needed at this time no matter what to determine the approach and next steps for the Portage Senior Center.

Mayor Randall questioned City Attorney Brown should the scope of the Senior Center proposal be widened to a Community Center now could that endanger existing pledges from initial interviews due to a change in what was previously presented. The City Attorney opined that he believed modifying the project scope at this point does not affect verbal pledges.

Mayor Pro Tem Pearson offered an amendment to Councilmember Reid's motion to include the word "project" so as to read "Portage Senior Center Project." Discussion followed to clarify the motion versus the contract.

Councilmember Reid commented that she could not support the proposed modification to her motion as her purpose was to hopefully broaden the fundraising possibilities by including a Community Center aspect in the scope.

Councilmember Ford proposed language for another modified motion and discussion followed on which motion was currently on the floor. Mayor Pro Tem Pearson withdrew his motion as Councilmember Reid's motion remained for a vote.

Councilmember Reid re-stated her motion with a slight modification to award a professional services contract in the amount of \$75,000 to Hopkins Fundraising Consulting for campaign implementation services for the construction of a new Portage Senior/Community Center Project and authorize the City Manager to execute all documents related to this action on behalf of the City. Councilmember Urban seconded; upon a roll call vote motion passed 7-0.

Following the vote Councilmember Urban asked to make an additional comment, requesting that all of the Council be involved in future discussions with the consultant beyond the Mayor. He further commented that a subcommittee of Council does not have the power to promise naming rights for any city project.

FIRE STATION NO. 2 FACILITY REPLACEMENT – INCREASE TO ARCHITECTURAL SERVICES

CONTRACT: Mayor Randall introduced the item and requested Councilmember Reid explain her interest in pulling this item off the Consent Agenda. Councilmember Reid expressed concerns with the growing costs, size and complexity of the project and wanted to know at what point the City Administration and Council need to re-evaluate the project.

City Manager Shaffer responded that the original facility proposed was approximately 75-80 percent of the size now anticipated. The current proposal now includes a back-up Emergency Coordination Center (ECC), specialized firefighter training facilities, LEED design elements and expanded barracks to include private facilities for future female firefighters. City Manager Shaffer noted that the original design request to Williams Architects did not include these elements, but the revised design will accommodate these new items with each element bid separately. He noted that if the prices on the new design elements are not feasible, then aspects of the design will be eliminated to meet the budget. The City Manager relayed that the current building cost estimate from the architect is approximately \$6 million, which he would like to see reduced, but the City Administration requires a design to be finalized in order to post the various aspects of the project out for bidding.

Councilmember Reid asked for clarification of the \$6 million cost currently noted versus the original \$2.5 million cost. Councilmember Reid further noted that, should Council approve of the contract change to Williams Architects to account for adding the new elements to the overall design, such approval would not equate to Council approving the additional square footage or elements proposed in the revised project.

Councilmember Urban asked for clarification regarding the 400-square-foot building design increase from approximately 14,000 to 18,000 square feet.

City Manager Shaffer confirmed the quoted building footprint increase, noting that it was a result of the proposed emergency communication center backup in case the Kalamazoo County Consolidated Dispatch Authority (KCCDA) does not supply a similar back up site.

Councilmember Urban noted that the proposed square footage costs plus the revised architectural costs have increased greatly since issuance of the original RFP. He cannot support the requested increase to the architectural services contract without additional backup information and recommended sending the project out to bid again based on these new aspects.

City Manager Shaffer responded that the original architectural services contract was based on a \$2.5 million project, whereas the proposed revised cost is now based upon a \$6 million project. Further, he supplied that the Williams Architects' contract will only be about seven percent of the total project cost and is not atypical.

Councilmember Urban noted that the project has changed significantly and feels the original RFP, bids and award are no longer applicable. He reiterated that he cannot support the requested increase without additional information or sending the project out to bid again.

Councilmember Ford inquired on the status of the owner representative for this project. Councilmember Ford additionally asked whether AVB is dictating the additional building element requests to the architect or is the city dictating the terms with AVB following.

City Manager Shaffer responded that American Village Builders (AVB) is the city's representative and has been working very closely on this project. City Manager Shaffer further commented that a Committee of the Whole meeting on the topic may be beneficial for Council to review the status of the project. The City Manager noted the promising track record of the architect based on construction of numerous fire station projects and was selected by a City Administration team based upon prior buildings designed, quality projects and ability to meet or exceed budget expectations.

Deputy City Manager Rob Boulis noted that the construction costs were originally estimated by AVB based upon the design provided by the architect performing the initial feasibility study. He was unsure of AVB's history with constructing fire stations, but expressed confidence in the experience of the architect with design and execution of fire station projects.

Councilmember Reid asked to review the need for an emergency communications center, noting that Council originally supported the move to consolidated dispatch due to the existing backup plan, as well as current dispatch center the city has at the Police Station.

Deputy City Manager Boulis clarified that the emergency coordination center proposed is not a dispatch center but an emergency coordination center (ECC), which is currently in Fire Station #1 for major city emergencies. He elaborated that this location is presently too close to the railroad track in the event of a railroad/hazardous emergency.

Councilmember Reid asked if the dispatch center in the police building could be utilized as a backup once it is vacated under the KCCDA project. Deputy City Manager Boulis noted that this location is still too close to the railroad.

Councilmember Urban supplied that the hypothetical railroad/hazardous emergency situation actually occurred between a local train and tanker truck 20 years ago, noting that the City

Administration's reasoning is sound, but still the Council needs more discussion with justification before moving forward on the item and supported the City Manager's proposed COW meeting.

City Manager Shaffer requested postponing the agenda item to do further research and explanation in order to bring it back to the Council. Mayor Randall noted the price per square foot increase is concerning. City Manager Shaffer requested to bring all the representatives on the project to an additional Committee of the Whole meeting to explain or present the aspects on the project.

Councilmember Urban moved to table the agenda item regarding the increase to the contract with Williams Architects of Itasca, Illinois, in the amount of \$276,500 for architectural services for Fire Station No. 2 to the regular City Council Meeting of August 28, 2018.

Councilmember Reid seconded; upon roll call vote, motion passed 7 to 0.

Following the vote, Councilmember Ford asked the City Manager whether this would impact item A.10, Fire Station #2 Aggregate Piers Contract. City Manager Shaffer responded that the City Administration would hold on the contract until a Council decision is made on the entire Fire Station #2 project.

Mayor Randall then asked for a motion regarding the Committee of the Whole meeting scheduling. Councilmember Burns called for a Committee the Whole to be scheduled for August 28, 2018 at 5:15 p.m. to discuss the new Fire Station #2 project. Councilmember Knapp seconded; upon roll call vote, motion passed 7 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Burns noted that the Central County Transportation Authority (CCTA) met recently and reviewed the pension plans, as well as a first reading of the 2019/2020 budget. He elaborated that fares make up twenty percent of the revenue while taxes make about thirty-seven percent with the remainder coming from the Michigan Department of Transportation, as well as the Federal Transportation Administration. Councilmember Burns recommended that citizens check out the proposed CCTA budget on the CCTA website.

Councilmember Reid noted that she had recently met with the Kalamazoo County Environmental Health Advisory Council (EHAC) with discussion focusing around PFAS in the water. She commented on the great response with the emergency provision of bottle water and relayed that the City of Kalamazoo will initially be providing water to Parchment and Cooper Township as a next step. Councilmember Reid noted that the short-term response has been great but the long-term response to the PFAS issue is concerning and somewhat uncertain. She highlighted that the State of Michigan has been proactive in testing for PFAS, but noted that other states have yet to adopt such testing. Councilmember Reid complimented the response from the local community noting that it appears lessons have been learned from the Flint water crisis.

Mayor Pro Tem Pearson also noted his participation with the EHAC as chairperson and commented that the PFAS levels for Portage are very low and the City Administration is well on top of any potential issues.

Motion by Reid, seconded by Ford, to receive the Council Committee Reports as presented. Upon a voice vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Burns commented on Tuesday's primary election and thanked the City Clerk's Office for administering the election with a record turnout. He also thanked Metro Transit Board for providing several vehicles to the Parchment and Cooper Township water response for residents without personal transportation to get rides to the bottled water dispensing location.

Councilmember Ford relayed his attendance at a stakeholder meeting with the Mayor for Discover Kalamazoo to review potential opportunities for new sports venues in the Kalamazoo area.

He additionally thanked the City Administration for their efforts to advise Portage residents of local water data in light of the Parchment and Cooper Township PFAS issue.

Councilmember Urban commented that he is not opposed to a new fire station and supports the public safety personnel, but he simply wants more examination of the data.

Councilmember Reid highlighted the senior millage that was adopted as part of the August Election and how it is encouraging that area citizens are supporting the senior population going forward.

Councilmember Knapp highlighted the Paint the Plow Contest and the winning entries from Central Middle School, North Middle School and North High School.

Mayor Randall thanked Mayor Pro Tem Pearson and City Manager Shaffer for the opportunity to present the State of the City to the Portage Rotary on July 25. She noted the Primary Election with its record turnout of 38 percent. Mayor Randall also relayed that she has received complaints regarding the local road construction, clarifying those projects that are currently city projects and the efforts the city is making to keep residents informed of any changes. Mayor Randall also relayed the closure of Ramona Beach due to high E. coli levels, but noted that the beach is expected to re-open before the end of the week.

ADJOURNMENT: Mayor Randall adjourned the meeting at 8:30 p.m.

Erica L. Eklov, Deputy City Clerk