FINAL AGENDA FOR THE COUNCIL MEETING
CITY OF PORTAGE
DECEMBER 17, 2019

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 December 3, 2019.
   b. Pre-Council Meeting of December 16, 2019.
2. Approval of the Accounts Payable Register of December 17, 2019 as presented.
3. Authorize the purchase and installation of new City Hall HVAC equipment from the Carrier Corporation utilizing the Sourcewell Cooperative Purchasing Program at a total cost of $98,000, and authorize the City Manager to execute all documents related to the purchases on behalf of the city.
4. Approve the purchase of 30 sets of Personal Protective Equipment from Douglass Safety Systems at a cost of $65,940, and authorize the City Manager to execute all documents related to the purchase on behalf of the city.
5. Award a contract in the amount of $45,668 to Dewitt Fence Company, for the removal and replacement of existing fencing and removal of trees at South Cemetery, Indian Fields Cemetery and Dry Prairie Cemetery, and authorize the City Manager to execute all documents related to this action on behalf of the city.
6. Adopt the:
   1. 2020 Freedom of Information Act fees,
   2. 2020 Recreation and Park Facility fees,
   3. 2020 Community Development and Building Permit fees,
   4. 2020 Right-of-Way Permit Fees, and
   5. 2020 Special Assessment Rates.
7. Accept the amendment to Division 7, Section 82-196, Article 2 “Water System” in the City of Portage Code of Ordinances for first reading and set a second reading with final adoption for January 14, 2020.
8. Confirm the appointments of Christopher Forth as Interim Director of Community Development and Erica Eklov as Interim City Clerk.
9. Adopt the Resolution for Charitable Gaming License recognizing the Angling Road Parent Teacher Organization as a nonprofit organization in the City of Portage.
10. Minutes of Boards & Commissions:
    a. Portage Public Schools Board of Education Regular Business Meeting of November 25, 2019.
    b. Youth Advisory Committee of November 11, 2019.
11. Materials Transmitted of December 3, 2019.

12. Calendar of Meetings:

    - Senior Citizen Advisory Board, Wednesday, December 18, 2019 at 2:30 p.m., Portage Senior Center.
    - Planning Commission, Thursday, December 19, 2019 - CANCELLED.
    - Human Services Board, Thursday, January 2, 2020 - CANCELLED.
    - Historic District Committee, Wednesday, January 8, 2020 at 8:15 a.m., City Hall Room #2.
    - Park Board, Wednesday, January 8, 2020 at 6:30 p.m., Department of Public Works.
    - Environmental Board, Wednesday, January 8, 2020 at 7:00 p.m., City Hall Room #1.
    - Planning Commission, Thursday, January 9, 2020 at 7:00 p.m., Council Chambers.
    - Youth Advisory Committee, Monday, January 13, 2020 at 6:00 p.m., City Hall Room #1.
    - Zoning Board of Appeals, Monday, January 13, 2020 at 7:00 p.m., Council Chambers.

B. Petitions and Statements of Citizens:

C. Communications:

D. Public Hearings:

1. Subsequent to the public hearing, accept the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 8 (8015, 8043 and 8061 Portage Road, and 2610 and 2700 East Centre Avenue).

E. Regular Business Agenda:

F. Unfinished Business:

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 DECEMBER 3, 2019

The Regular Meeting was called to order by Mayor Patricia Randall at 7:00 p.m. The following members were 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 Joe La Margo, City Attorney Randy Brown and Deputy City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to honor all religions and personal beliefs and in recognition of all that there is for which to be grateful.

Following the moment of silence, 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. Motion by Pearson, seconded by Reid, to approve the Consent Agenda. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF MINUTES: Motion by Pearson, seconded by Reid, to approve the Committee of the Whole and Regular Meeting Minutes of November 19 and Pre-Council Meeting Minutes of December 2, 2019. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF DECEMBER 3, 2019: Motion by Pearson, seconded by Reid, to approve the Accounts Payable Register of December 3, 2019. Upon a roll call vote, motion carried 7 to 0.

COMPUTER REPLACEMENT BID TABULATION: Motion by Pearson, seconded by Reid, to approve the purchase of computing devices, monitors and accessories from SHI International in the amount of $166,716.82 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.

LEXINGTON GREEN PARK ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES: Motion by Pearson, seconded by Reid, to award a contract in the amount of $58,900 to Fleis & VandenBrink for architectural and engineering professional services for the Lexington Green Park Renovation Project 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.

HEALTH INSURANCE CONTRACT RENEWALS: Motion by Pearson, seconded by Reid, to approve one-year contracts with Blue Cross Blue Shield of Michigan and Blue Care Network for employee health insurance; maintain current employer/employee cost sharing practices by taking action to exempt the city from requirements of PA 152 for the 2020 medical benefits plan year, and authorize the City Manager to execute all documents related to the contract renewals on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

FINAL CONDOMINIUM SUBDIVISION FOR COPPERLEAF PHASE 4: Motion by Pearson, seconded by Reid, to approve the Final Condominium Subdivision for Copperleaf Phase 4, 3800 West Milham Avenue, subject to: 1) completion of sidewalks and street trees by November 2021; 2) confirmation the asphalt paving meets city specifications; and 3) two sections of the storm sewer be reviewed before expiration of the two-year maintenance bond. Upon a roll call vote, motion carried 7 to 0.

DRAFT

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT PLAN, PLAN AMENDMENT NO. 8, CENTREPORT COMMONS: Motion by Pearson, seconded by Reid, to accept the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 8 (8015, 8043 and 8061 Portage Road, and 2610 and 2700 East Centre Avenue), and set a public hearing for December 17, 2019. Upon a roll call vote, motion carried 7 to 0.

MDOT CONTRACT 2018-0770 – ZYLMAN AVENUE: Motion by Pearson, seconded by Reid, to adopt a Resolution authorizing the City Manager to sign all documents with the Michigan Department of Transportation related to Contract 2018-0770 on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

REZONING APPLICATION #19/20-3, 1816 EAST CENTRE AVENUE: Motion by Pearson, seconded by Reid, to accept Rezoning Application #19/20-3, 1816 East Centre Avenue, for first reading and set a public hearing for January 14, 2020; and subsequent to the public hearing, consider approving Rezoning Application #19/20-3 changing the zoning designation of 1816 East Centre Avenue from R-1B, one family residential, to OS-1, office service. Upon a roll call vote, motion carried 7 to 0.

SPECIAL MEETING FOR BOARD AND COMMISSION APPLICANTS: Motion by Pearson, seconded by Reid, to set a Special Meeting on Tuesday, January 14, 2020, beginning at 5:30 p.m., to interview Board and Commission applicants. Upon a roll call vote, motion carried 7 to 0.

MINUTES OF BOARDS AND COMMISSIONS: Motion by Pearson, seconded by Reid, to receive the minutes of the Senior Citizens Advisory Board of October 16, Portage Public Schools Board of Education Policy Governance Retreat and Committee of the Whole / Work Session of November 11, 2019. Upon a roll call vote, motion carried 7 to 0.

MATERIALS TRANSMITTED: Motion by Pearson, seconded by Reid, to receive the Materials Transmitted of November 19, 2019. Upon a roll call vote, motion carried 7 to 0.

CALENDAR OF MEETINGS: Motion by Pearson, seconded by Reid, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 7 to 0.

PETITIONS AND STATEMENTS OF CITIZENS: None.

COMMUNICATIONS: Senior Citizens Advisory Board chairperson Doug Gilchrist provided a status update on the Board's goals from the prior year. Mr. Gilchrist specifically noted the Board's role in the new Senior Community Center Capital Campaign and an increase in membership of 15 percent. Motion by Reid, seconded by Burns, to review the annual update of the Senior Citizens Advisory Board. Upon a voice vote, motion carried 7 to 0.

PUBLIC HEARINGS:

REZONING APPLICATION #19/20-2, 1730 EAST CENTRE AVENUE: Mayor Randall noted that the preliminary agenda originally included a public hearing for Rezoning Application #19/20-2 regarding 1730 East Centre Avenue, but that the public hearing was going to be rescheduled to the January 14, 2020 meeting due to an issue with proper noticing. She inquired whether anyone in the

audience was present to make a comment on the matter, stating that any comments would be entered into the official record and noted during the January 14 public hearing. As no one came forward, Mayor Randall asked for a motion to reset the public hearing.

Councilmember Reid highlighted that the January 14th City Council Meeting would now have two public hearings for two rezonings concerning properties adjacent to each other on East Centre.

Motion by Urban, seconded by Knapp, to set a public hearing for January 14, 2020, for Rezoning Application #19/20-2, 1730 East Centre Avenue; and subsequent to the public hearing, consider approving Rezoning Application #19/20-2, changing the zoning designation of 1730 East Centre Avenue from R-1B, one-family residential, to OS-1, office service. Upon a roll call vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Burns noted that it was Giving Tuesday, highlighting the city's human services grant application opportunities, as well as the opportunity to serve on a City Board or Commission. He noted the recent review of the I Love Portage student essay contest submissions, with the winners invited to the annual Holiday Tree Lighting Ceremony.

Councilmember Ford stated he would be attending the annual Holiday Tree Lighting Ceremony. He also noted Giving Tuesday and emphasized the local Kzoo Spartans Alumni Organization's Scholarship Fund.

Councilmember Reid stated she would not be able to attend the annual Holiday Tree Lighting Ceremony this year due to a prior family conflict, but noted the event is a great tradition. She mentioned the recent Thanksgiving holiday and the beginning of the holiday season, asking everyone to be patient and kind when out and about.

Councilmember Knapp also mentioned the Tree Lighting Ceremony and relayed other upcoming holiday events sponsored by the city, including the December 8th Holiday Market, the Gingerbread House Building Workshops, and the 20th anniversary of the Millennium Ice Rink opening.

City Manager La Margo stated that he has been impressed so far by the array of city programming, as well as the Portage Senior Center offerings. He concluded by stating that he is excited to attend his first annual Holiday Tree Lighting Ceremony with his family and encouraged everyone to shop locally.

Mayor Pro Tem Pearson highlighted the January 14, 2020, Board and Commission Interview Session and the open positions on the noted Boards, including the Human Services Board. He closed by encouraging citizen participation on the city's Boards and Commissions.

Mayor Randall complimented city staff on the Fall Leaf Pickup Program, despite the early winter weather interruption. She stated that this week was the final week of the program. Mayor Randall noted that Vice President Mike Pence was scheduled to visit Portage late Wednesday morning and requested patience with potential traffic complications from the visit. Mayor Randall concluded by encouraging everyone to attend the annual Holiday Tree Lighting Ceremony on Saturday.

ADJOURNMENT: Mayor Randall adjourned the meeting at 7:29 p.m.

_____

Erica L. Eklov, Deputy City Clerk

DRAFT

MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF DECEMBER 16, 2019

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

With regard to Item A.4, Councilmember Reid expressed concern that the purchase did not go to bid, citing the department's preference for the vendor who facilitated the purchase in 2015. She requested further justification for continuing to pursue the single vendor. Mayor Pro Tem Pearson noted the five-year replacement schedule for the equipment and asked whether the city simply discards the old equipment after five years of use or if the equipment is re-sold on a secondary market or recycled. Deputy City Manager Herringa responded that staff would research and respond.

With regard to Item A.6, Councilmember Reid noted the Parks and Recreation non-resident per person softball team fee was eliminated but the resident team fee is recommended to increase to $40 per team. She asked for further clarification as to how this was determined. Councilmember Reid then expressed concern with the Farmers Market daily vendor table rental rate increase from $15 to $20 with the intent to motivate vendors to become seasonal vendors at a lower annual rate. She stated that she would like to see an increased focus on gaining quality vendors or seek alternatives to encourage regular participation while continuing to build the Farmers Market program. She cautioned against comparing the Portage Market to the established Bank Street Market in Kalamazoo. Mayor Pro Tem Pearson agreed with Councilmember Reid's points, suggesting to maintain the seasonal rate at $15.00.

Councilmember Reid further inquired regarding the Special Assessment rates. She noted that the majority of the rates appear to be increasing by approximately 4.75%, but then highlighted that the water rate for commercial properties is proposed to increase only 3.7% and the sewer leads rate has a proposed 6.35% increase. Councilmember Reid asked for additional background as to how these increases are calculated. Deputy City Manager Herringa responded that staff would research and respond.

With regard to Item A.7, Councilmember Reid asked whether the proposed ordinance language could be more straightforward by pre-determining the winter weather dates instead of utilizing the judgment of two department directors in waiving water fees and shut off delays. City Manager La Margo responded that the ordinance was drafted with the intent to assist those residents that cannot afford a water shut off during the colder months, but also prevent others from simply shirking responsibility for their winter water bill.

Mr. La Margo offered to eliminate the notation of the individual months from the draft ordinance in an effort to simplify the language. Deputy City Manager Herringa noted that the proposed ordinance was set for first reading and modification would still be possible.

DRAFT

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:26 a.m.

_____

Erica L. Eklov, Deputy City Clerk

DRAFT

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: Approval of Accounts Payable Register of December 17, 2019 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 November 24, 2019 through December 7, 2019 and notes $335,371.54 in automated clearing house payments, $130,044.31 in paper checks, and $43,995.46 in auto-pay payments for a grand total of $509,411.31.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of December 17, 2019

ACCOUNTS PAYABLE REGISTER
Check Dates From: 11/24/19 to 12/07/19

Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
11/27/2019	12298(A)	ABONMARCHE CONSULTANTS, INC	SURVEY FOR HOOSE PROPERTY	850.00
11/27/2019	12299(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	3,580.20
11/27/2019	12300(A)	ENGINEERED PROTECTION SYSTEMS, INC.	CITY HALL BLDG -VIDEO PRORATED SVC	32.50
11/27/2019	12301(A)	ENTENMANN-ROVIN CO.	NEW RANGER BADGE	116.50
11/27/2019	12302(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,274.40
11/27/2019	12303(A)	GAIL ANDRUS TRAVEL	TRIP VENDOR PMT-WONDERFUL LIFE	4,133.00
11/27/2019	12304(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL SUPPLIES DPW	233.64
11/27/2019	12305(A)	KEHOE, EDWARD J	CLASS INSTRUCTOR PAYMENT	440.00
11/27/2019	12306(A)	NYE UNIFORMS	FIRE ADMIN UNIFORMS	238.99
11/27/2019	12307(A)	O'BOYLE-COLWELL-BLALOCK & AS.	LAKEVIEW PARK CONCEPT PLAN	224.50
11/27/2019	12308(A)	ONE WAY PRODUCTS	RESTROOM SUPPLIES	562.16
11/27/2019	12309(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	1,202.50
11/27/2019	12310(A)	PHILLIPS, KIMBERLY	REIMBURSE EXPENSES	97.76
11/27/2019	12311(A)	ROTO-ROOTER SEWER & DRAIN SERV	MISC DRAIN SERVICES	582.09
11/27/2019	12312(A)	SNELL, DEBRA	PROG INSTRUCTOR EXERCISE CLASSES	288.00
11/27/2019	12313(A)	HUDSON, MAURICE	CRAFTSMAN 2.5 GAL 2 PEAK HP WET/DRY	96.65
11/27/2019	12314(A)	MICHIGAN PAVING & MATERIALS CO.	LOCAL STREETS RECONST	16,058.57
11/27/2019	12315(A)	PETERS CONSTRUCTION CO.	ZYLMAN AVENUE RECONST	248,769.78
12/06/2019	12316(A)	BATTERIES PLUS	LED BULBS - DPW	894.00
12/06/2019	12317(A)	C D W GOVERNMENT, INC.	ARBITATOR IN CAR CAMERA SYS	214.00
12/06/2019	12318(A)	CHARTER COMMUNICATIONS	CABLE TV	124.98
12/06/2019	12319(A)	CONTINENTAL LINEN SERVICES	LINEN SVC, SPECIAL EVENT	146.18
12/06/2019	12320(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC SUPPLIES	3,406.71
12/06/2019	12321(A)	EVERETT, CHIP	FIRE TRAINING	230.60
12/06/2019	12322(A)	GORDON WATER SYSTEMS	HARDWARE RENTAL & WATER	82.45
12/06/2019	12323(A)	GRIFFIN PEST SOLUTIONS, INC.	FIRE FACILITY MAINT	174.00
12/06/2019	12324(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	9,026.64
12/06/2019	12325(A)	KUSHNER & COMPANY, INC.	COBRA & FSA ADMINISTRATION	378.53
12/06/2019	12326(A)	LEXISNEXIS RISK SOLUTIONS	MONTHLY ACCURINT	300.00
12/06/2019	12327(A)	MARANA GROUP	METER SERVICE	273.00
12/06/2019	12328(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	820.00

Check Date	Check	Vendor Name	Description	Amount
12/06/2019	12329(A)	ONSTAFF USA INC	TEMP EMPLOYEE SERVICES	24,065.99
12/06/2019	12330(A)	PCM SALES, INC.	VMWARE COMBINED/CO-TERMED REN	15,655.00
12/06/2019	12331(A)	STEELE, DANA	FIRE TRAINING	75.36
12/06/2019	12332(A)	WOLVERINE POWER SYSTEMS	SVC TO CITY HALL GENERATOR	722.86
			Total ACH Transactions:	**335,371.54**

Check type: Paper Check

11/27/2019	311902	A T & T	ELECTRONIC COMMUNICATIONS	426.24
11/27/2019	311903	A T & T	RADIO CIRCUITS	5,375.61
11/27/2019	311904	ALLEGRA PRINT & IMAGING	GLOSS POSTCARD-THANK YOU	337.00
11/27/2019	311905	AMERICAN PLANNING ASSOCIATION	RENEW SUBSCRIPTION	1,422.00
11/27/2019	311906	BOGUS, PAULINE	ACTIVITY REF-CASINO EXCURSION	30.00
11/27/2019	311907	BORLIK, JOHN & DIANE	TRIP REF GULF COAST 2020	200.00
11/27/2019	311908	CHICAGO TITLE OF MICHIGAN, INC.	CDBG TITLE SEARCHES	300.00
11/27/2019	311909	D.A.D.S. TREE SERVICE	CDBG 1613 HAMELINK TREE TRIM	500.00
11/27/2019	311910	DARANIJOH, TOYIN	REPLACEMENT PAYROLL CHECK	153.20
11/27/2019	311911	DELOOF BUILDERS LLC	BD Payment Refund	1,235.00
11/27/2019	311912	DOWNING, THOMAS	REF CR BALANCE-1322 E. OSTERHOUT	3,200.00
11/27/2019	311913	DUTCH VALLEY FOOD DISTRIBUTORS, INC	MPIR CONCESSIONS	93.40
11/27/2019	311914	FIREFIGHTERS BOOKSTORE	FIRE TRAINING SUPPLIES	305.39
11/27/2019	311915	FOREMOST SALES COMPANY	REF BID BOND-PARK FACILITES CLEAN	2,300.00
11/27/2019	311916	GILCHRIST, PAMELA	TRIP REF - TEXAS TENORS	103.00
11/27/2019	311917	GUARDIAN TRACKING, LLC	FIRE TECH SUPPLIES	1,384.00
11/27/2019	311918	HOME DEPOT	FIRE FACILITY MAINT	182.58
11/27/2019	311919	INFOGUYS, INC.	MI INFORMATION & RESEARCH SVC	945.00
11/27/2019	311920	INT'L ASSOC OF FIRE CHIEFS	FIRE ADMIN TRAINING	240.00
11/27/2019	311921	KALAMAZOO ROD AND GUN CLUB	MEMBERSHIP DUES 2020	200.00
11/27/2019	311922	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER CONTRACT	364.00
11/27/2019	311923	MAIN STREET PORTRAITS INC	FIRE ADMIN PRINTING	85.00
11/27/2019	311924	MEDILODGE OF PORTAGE	THANKSGIVING LUNCHES	384.00
11/27/2019	311925	MICHIGAN FARMERS MARKET ASSOCIATION	2020 MKT MANAGER CERT PROG	300.00
11/27/2019	311926	MOORLAG, TODD	T MOORLAG - SHOE ALLOWANCE	175.00

Check Date	Check	Vendor Name	Description	Amount
11/27/2019	311927	MPPOA	MMPOA MEMBERSHIP DUES	75.00
11/27/2019	311928	NAPIER, PEGGY	TRAD HOLIDAY REIMB	1,989.69
11/27/2019	311929	NUYEN, AMANDA	LAKEVIEW SOFTBALL DEP REF	100.00
11/27/2019	311930	PATTON, MIKE	LAKEVIEW SOFTBALL DEP REF	100.00
11/27/2019	311931	PENNZAR PROMOTIONS	MO MASH MAGIC	450.00
11/27/2019	311932	PETTY CASH-PAULA GUSTAFSON	REPLENISHMENT CHECK	282.96
11/27/2019	311933	R-COMM MEDIA	DISCOVER KALAMAZOO GUIDE	1,596.00
11/27/2019	311934	RE, ROSEMARY	TRIP REFUND - NEW YEARS	50.00
11/27/2019	311935	SCHNYDERS, BRIAN	B. SCHNYDERS - SHOE ALLOWANCE	175.00
11/27/2019	311936	STATE OF MICHIGAN	SHIPPING FEE FOR DRY GAS	47.00
11/27/2019	311937	STATE SYSTEMS RADIO, INC	MISC RADIO REPAIRS	264.75
11/27/2019	311938	STIVER, JOSEPH	J. STIVER - SHOE ALLOWANCE	175.00
11/27/2019	311939	TODD ARBANAS ENTERPRISES INC.	RAMONA BEACH EXP PHASE II TREE TRIM	7,670.00
11/27/2019	311940	TOO CLEAN, INC.	REF BID BOND ON PARK FACILITES CLEAN	2,220.00
11/27/2019	311941	VCA ANIMAL HOSPITALS, INC.	EMERGENCY VET SERVICES	2,797.23
11/27/2019	311942	WAL-MART STORES, INC	BD Bond Refund	4,235.00
11/27/2019	311943	WELLMAN, FRA	PROG REF - FOUR WINDS EXCURSION	30.00
11/27/2019	311944	WEST HILLS ATHLETIC CLUB	FIRE FITNESS PROGRAM	5,850.00
11/27/2019	311945	WILHELME, JOE	MPIR LIGHTING	304.91
11/27/2019	311946	WILLIMAS, SUSAN	TRIP REF - KELLOGG MANOR HOUSE	110.00
11/27/2019	311947	WRIGHT, JASON	SHOE ALLOWANCE	169.58
11/27/2019	311948	WRIGHT, JOSEPH	SHOE ALLOWANCE	175.00
11/27/2019	311949	ADVANCE II LLC	NOVEMBER 2019 ELEC TEMP	800.55
12/06/2019	311950	AAA SLING & INDUSTRIAL SUPPLY	EQUIPMENT SUPPLIES	401.10
12/06/2019	311951	ADVANCE II LLC	NOVEMBER 2019 ELECT TEMP	1,419.99
12/06/2019	311952	ALLEGRA PRINT & IMAGING	PROP APPRAISER DOOR HANGERS	1,559.00
12/06/2019	311953	ASCENSION MICH OCCUPATIONAL HEALTH	HMP ANNUAL SCREENINGS	2,394.00
12/06/2019	311954	BC SOUND LLC	TRAD HOLIDAY SOUND	500.00
12/06/2019	311955	BINDER PARK ZOOLOGICAL SOCIETY, INC	DECEMEBER BINDER PARK PROG	200.00
12/06/2019	311956	CERTIFIED LABORATORIES	SHOP SUPPLIES	280.00
12/06/2019	311957	CHICAGO TITLE OF MICHIGAN	OP WATER BILL 3620 WOODBRIDG	59.40
12/06/2019	311958	COMPTON, MARTHA	OP WATER BILL 6296 REDFORD	185.70
12/06/2019	311959	COSTAR REALTY INFORMATION, INC.	COSTAR REALTY	351.42

Check Date	Check	Vendor Name	Description	Amount
12/06/2019	311960	DEVON TITLE AGENCY	OP WATER BILL 1904 ROMENCE	63.71
12/06/2019	311961	DTN, LLC	WEATHER SERVICE	912.00
12/06/2019	311962	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PMT - NEW YEAR'S EVE	3,654.00
12/06/2019	311963	H & H PROPERTY MAINTENANCE, LLC	TRAIL RESTORATION	17,650.00
12/06/2019	311964	HOEKSTRA ROOFING CO.	CITY HALL ROOF/FLASHING REPAIRS	5,368.57
12/06/2019	311965	HOLDER, DALE & MICHELLE	TRIP REF - OLD FASHIONED HOLS	620.00
12/06/2019	311966	HOME DEPOT	MAINTENANCE SUPPLIES - PARKS, DPW	757.36
12/06/2019	311967	KALAMAZOO SPORTSWEAR	T-SHIRTS AND SWEATSHIRTS	983.00
12/06/2019	311968	KENT COUNTY DPW	WASTE DISPOSAL	90.00
12/06/2019	311969	LAURENCE SHAFFER	REIM/LUNCHES W COMM LRDS	122.41
12/06/2019	311970	MIDWEST ELECTRIC MOTORS, INC	GATE MOTOR REPAIRS	178.77
12/06/2019	311971	MILLER, CANFIELD, PADDOCK & STONE	AUSTIN LAKE TRAIL LEGAL SVCS	22,717.50
12/06/2019	311972	NORTHERN LAKE SERVICE, INC.	WATER SAMPLE TESTING	252.00
12/06/2019	311973	O'REILLY AUTO PARTS	CORE CREDITS	446.18
12/06/2019	311974	OFFICE DEPOT, INC.	FIRE OFFICE SUPPLIES	201.95
12/06/2019	311975	SMITH, ALAN	PROG REF - CASINO EXCURSION	40.00
12/06/2019	311976	STATE OF MICHIGAN	ASSESSING STAFF RECERTIFICATIONS (5)	750.00
12/06/2019	311977	ULINE, INC.	MISC. EVIDENCE SUPPLIES	276.49
12/06/2019	311978	USPS	EASEMENT REVIEW	500.00
12/06/2019	311979	VARNUM, RIDDERING, SCHMIDT & H	CABLE FRANCHISE RENEWAL	924.00
12/06/2019	311980	VERIZON WIRELESS	CELLULAR TELEPHONES	3,006.36
12/06/2019	311981	WILLIAMS ASSOCIATES ARCHITECTS, LTD	FIRE STATION 2	12,972.09
12/06/2019	311982	WILLIAMS DIST/KENNETH L POLL	BD Payment Refund	85.00
12/06/2019	311983	WISSOTA SKATE SHARPENERS	MPIR SHARPENER SUPPLIES	214.22
			Total Paper Checks:	**130,044.31**

Check Type: Auto-Pay Payment

11/22/2019		CONSUMERS ENERGY	GAS-ELECTRIC	33.63
12/02/2019		CONSUMERS ENERGY	GAS-ELECTRIC	525.05
12/02/2019		CONSUMERS ENERGY	GAS-ELECTRIC	43,436.78
			Total Auto-Pay Payments:	**43,995.46**
			Grand Total:	**509,411.31**

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: City Hall HVAC Replacement - Cooperative Purchase Recommendation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Works

ACTION RECOMMENDED: Authorize the purchase and installation of new City Hall HVAC equipment from the Carrier Corporation utilizing the Sourcewell Cooperative Purchasing Program at a total cost of $98,000, and authorize the City Manager to execute all documents related to the purchases on behalf of the city.

The Fiscal Year 2018-2019 Public Facilities City Hall Capital Improvement Program budget included the replacement of windows throughout City Hall. The project was completed under budget by $143,939.69. It is recommended that excess funds available from this project be used for the replacement of the failing City Hall Heating, Ventilation and Cooling (HVAC) system. The HVAC system is original to the building and was installed in 1988. The system has failed to the point where repair is no longer an option.

The City of Portage participates in the Sourcewell Cooperative Purchasing Program, formerly known as the National Joint Powers Alliance (NJPA), as there is a significant economic advantage. Sourcewell issued a Request for Proposals for this service and received interest from five vendors, all including equipment and installation. Sourcewell ranked the overall quality of all five vendors and quotes were obtained from the top two with Carrier Corporation being the lowest bid over a $113,330 bid by Johnson Controls.

It is recommended that the City Council approve the purchase and installation of new City Hall HVAC equipment from Carrier Corporation utilizing the Sourcewell Cooperative Purchasing Program, Contract 030817-CAR, at a total cost of $98,000 and authorize the City Manager to execute all documents related to the purchases on behalf of the city.

FUNDING: Funds are available Fiscal Year 2018-2019 Public Facilities City Hall Capital Improvement Program budget

Attachments: 1. Air Cooled Condensing Unit & Cooling Replacement

Address 40120 Grand River Ave.
Novi MI 48375
Phone 734.756.9826 cell
1-800-943-4446 24 Hour Service Line
E-mail christopher.lapointe@carrier.com

Contact Name	Jeremy Rowe
Account	Portage City Hall
Phone	(269) 329-4445
Site Address	7900 S Westnedge Ave Portage, MI, 49002-5117
Estimate Date	12/02/2019
Quote Number	**00506865**

Job Description Air Cooled Condensing Unit + Cooling Coils replacement
*Sourcewell contract number 030817- CAR
*Service utilizes 5% discount off of hourly street rate as ceiling level for install

Scope of Work : Starts on Page 2

Scope:
We are quoting an equivalent condensing unit to the existing model. Our offered nominal 70 size unit has similar capacity to the existing nominal 80 size unit and almost identical electrical requirements. It also aligns with the maximum airflow capacity of the existing air handler while keeping your cfm / ton ratio at the minimum recommended lower limit of 300 to ensure proper operation. As we discussed, new refrigerant lines will be required and cannot be run underground. A preliminary air balance should be performed to determine actual airflow and field measurement of coils will be required to verify fit.

Current lead time is 8-10 weeks for the condensing unit, 6-8 weeks for the cooling coils and 3-4 weeks for the VFD.

Air-Cooled Condensing Unit Qty: (1)
Model: 38APD070 Gemini Select
*External Interface Option: UPC with BACnet
*Fan and Sound Options: Low Sound Fans and Compressors - Includes AeroAcoustic fan system and independent compressor blankets
*Coil Options: Micro Channel (MCHX)
*Controls Options: Scrolling Marquee Display
*Starter Options: Across the Line
*Low Ambient Options: No Low Ambient Head Pressure Control
*Min Load Control Option: Digital Compressor - Allows for increased unloading capability
*Long Line Options: Standard Line Length
*Power/Disconnect Options: Single Point Non-Fused Disconnect Switch
*Puron R-410a Refrigerant

Field Installed: Vibration Isolation Pads, Temperature Sensors
Services: Start up, First year parts and labor warranty, Five year compressor warranty

Cooling Coils Qty: (2)
Model: DX12 Precision Coils
*Tube wall thickness (in): 0.016, Fin thickness (in): 0.006
*Connection type: Sweat
*Supply conn. size (in): 0.875, Return conn. size (in): 1.125
*Casing material: 16 ga. galv. steel (std)
*Intermediate drain pan: 18 ga. stainless steel
*Split: 2-circuit face + 2-circuit intertwined
* Customized dimensions to fit existing AHU

The following items are included:
*(4) Thermal Expansion Valves
*(4) Liquid Line Solenoid Valves and Coils
*(4) Sight Glass
*(2) Filter Drier and Core

Variable Frequency Drive
Model: VLT HVAC Danfoss
*(1) 30 HP 208
*Vertical Panel Configuration
*Graphical display
*RFI filter (as standard)
*Single motor
*Disconnect
*First year warranty, including parts and labor
*Services included: Startup

Installation includes:
Labor and materials required to replace the existing 80 ton outdoor condensing unit, (2) evaporator coils (located in the indoor air handler), and the refrigeration piping between the two (condensing unit and evaporator coils provided by Carrier). The new refrigeration piping will be installed above ground (the old piping, which is underground, will be abandoned in place). Includes refrigeration piping and pipe insulation, pipe mounting hardware, crane service, permit, new refrigerant R-410a as needed, and disposal of the old condensing unit and evaporator coils.

*Price does not include main power wiring or controls.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

*1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.
*Carrier CCS not responsible for part/unit delays by vendor.
*Nothing outside scope.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $98,000.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Christopher LaPointe

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However,

in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters

any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Personal Protective Equipment - Cooperative Purchase Recommendation

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

ACTION RECOMMENDED: Approve the purchase of 30 sets of Personal Protective Equipment from Douglass Safety Systems at a cost of $65,940, and authorize the City Manager to execute all documents related to the purchase on behalf of the city.

Personal Protective Equipment (PPE), or turnout gear, is the first line of protection between firefighters and the hostile environment in which they operate. The equipment must be manufactured in compliance with the National Fire Protection Association (NFPA) 1971, Standard on Protective Ensemble for Structural Fire Fighting, to conform to MIOSHA regulations. In addition to the age of PPE, the retirement and replacement of equipment is based on several factors including the overall condition, deterioration of materials or components beyond repair, the ability to adequately remove hazardous materials and other contaminants and excessive soil buildup that could impact performance of the equipment. Based on these factors and requirements set forth in NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, a five-year replacement schedule for turnout gear has been developed by the Department of Public Safety. The five-year replacement schedule ensures the required level of safety for Fire Division employees.

The current PPE, manufactured by Honeywell Morning Pride, was purchased from Douglass Safety Systems of Sandford, Michigan, in 2015 using a sealed bid process. At that time, and in 2010, Douglass was the only vendor to submit a bid for turnout gear. Based on the exceptional performance, wear and comfort, the Fire Division recommends the continued use of the turnout gear manufactured by Honeywell Morning Pride. In 2018, Douglass Safety Systems, was awarded a contract to provide turnout gear to the City of Grand Rapids Fire Department. Subsequently, Honeywell authorized Douglass Safety Systems to offer the Grand Rapids contract pricing to fire agencies statewide. By piggybacking on the high-volume pricing of the Grand Rapids contract, the City of Portage can purchase 30 sets of Honeywell turnout gear at a savings of more than $21,000 over the pricing offered by Douglass in the 2015 bid.

It is recommended that City Council approve the purchase of 30 sets of Personal Protective Equipment from Douglass Safety Systems at a cost of $65,940, and authorize the City Manager to execute all documents related to the purchase on behalf of the city.

FUNDING: Funds for the purchase are available in the 2019-2020 Fire Division Capital Improvement Project budget.

Attachments: 1. Douglass Safety Systems Quote

Douglass Safety Systems LLC
2655 N. Meridian Rd
Suite #6
Sanford, MI 48657

Voice: 989-687-7600
Fax: 989-687-7601
Email: info@dougsafe.com

QUOTATION

36703

Quote Date: Dec 3, 2019

Quoted To:

CITY OF PORTAGE FIRE DEPT.
ATTN: FINANCE DEPT.
7900 S. WESTNEDGE AVENUE
PORTAGE, MI 49002

Cusomer ID - P018

Shipping Terms	Good Thru	Payment Terms	Sales Rep
NOT INCLUDED	1/2/20	Net 30 Days	TR002-SR

Quantity	Item	Description	Unit Price	Amount
		PLEASE NOTE: The Product Quoted is based on the Honeywll Grand Rapids Bid Spec.		
1.00		#LTOTOS74B - Honeywell Tails OuterShell Pioneer Black, Thermal Liner Synergy II, Moist Barrier Stedair 4000, Trim New York Lime 3" Scotchlite	2,113.00	2,113.00
1.00		#MPLPOS74B - Honeywell PRO FIT Pant OuterShell Pioneer Black, Thermal Liner Synergy II, Moist Barrier Stedair 4000, Trim NFPA Lime 3" Scotchlite		
1.00		#Comfort Chinstrap		
1.00		#Half Hi Bellows Pockets		
2.00		#Mic Tabs Right Chest & on Stormflap		
1.00		#Large Hook on a Patch Left Chest		
1.00		#Radio Pocket Right Chest		
1.00		#Notch Flap Double Notches		
1.00		#Bellows Pockets w/ Tool Dividers Kevlar Lined w/ E Z Grip Flaps		
1.00		# Dyna-Fit Suspenders w/ Snap Attachment		
1.00		.		
1.00		**PORTAGE ACCESORY** Back Patch 3" Sewn lime Letters <PORTAGE>	32.50	32.50

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	**Continued**

Douglass Safety Systems LLC
2655 N. Meridian Rd
Suite #6
Sanford, MI 48657

Voice: 989-687-7600
Fax: 989-687-7601
Email: info@dougsafe.com

QUOTATION

36703

Quote Date: Dec 3, 2019

Quoted To:

CITY OF PORTAGE FIRE DEPT.
ATTN: FINANCE DEPT.
7900 S. WESTNEDGE AVENUE
PORTAGE, MI 49002

Cusomer ID - P018

Shipping Terms	Good Thru	Payment Terms	Sales Rep
NOT INCLUDED	1/2/20	Net 30 Days	TR002-SR

Quantity	Item	Description	Unit Price	Amount
1.00		**PORTAGE ACCESORY** Hem Patch w/ Velcro FF LAST NAME (1st INITIAL when Specified) Avg 7 3" letters ok to use 2" Letters	32.50	32.50

Subtotal	2,178.00
Sales Tax	
Freight	20.00
TOTAL	**2,198.00**

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Cemetery Fencing and Tree Removal - Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Works

ACTION RECOMMENDED: Award a contract in the amount of $45,668 to Dewitt Fence Company, for the removal and replacement of existing fencing and removal of trees at South Cemetery, Indian Fields Cemetery and Dry Prairie Cemetery, and authorize the City Manager to execute all documents related to this action on behalf of the city.

The Fiscal Year 2019-2020 Capital Improvement Program (CIP) budget includes a project to remove and upgrade the fencing at city cemeteries to provide an attractive and uniform appearance. Due to the location of the new fences, several trees would need to be trimmed or removed.

Invitations to bid for this project were sent to thirteen area contractors, and on November 21, 2019, four bids were received to perform the work. The lowest bid was submitted by Dewitt Fence Company, of Battle Creek, MI, in the amount of $45,668. The city has no prior experience with Dewitt Fence Company, however the firm received positive remarks during a reference check.

It is recommended that City Council award a contract in the amount of $45,668 to Dewitt Fence Company, for the removal and replacement of existing fencing and removal of trees at South Cemetery, Indian Fields Cemetery and Dry Prairie Cemetery, and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Funds are available in the Fiscal Year 2019-2020 CIP Budget

Attachments: 1. Cemetery Fencing Bid Tabulation

CEMETERY FENCING
BID TABULATION

	Total
Dewitt Fence Co. **3236 W. St. Joseph** **Lansing, MI 48917**	**$45,668.00**
RMD Holdings dba Nationwide Construction Group **69951 Lowe Plank Road** **Richmond, MI 48062**	**$55,739.00**
Action Traffic Maintenance **5182 S. Saginaw Road** **Flint, MI 48507**	**$60,210.00**
M&M Fencing Inc. **255 Walter Street SE** **Wyoming, MI 49548**	**$76,175.00**

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: 2020 Fees Schedules

SUPPORTING PERSONNEL: Erica Eklov, Deputy City Clerk
Kathleen Hoyle, Director of Parks, Recreation & Senior Citizen Services
Chris Forth, Acting Director of Community Development
Nicholas Armold, Director of Public Safety - Police / Fire Chief
Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Adopt the:

1. 2020 Freedom of Information Act fees,
2. 2020 Recreation and Park Facility fees,
3. 2020 Community Development and Building Permit fees,
4. 2020 Right-of-Way Permit Fees, and
5. 2020 Special Assessment Rates.

Service, permit and activity fees have historically been updated and implemented on a calendar year basis following an annual administrative review of fees for various city services and activities, as well as special assessment rates. Proposed fee modifications for the 2020 calendar year are recommended to facilitate continued service provision and to comply with the Council adopted goal to "Maintain the financial health of the city." The recommended fee modifications for 2020 are based on service cost considerations. A comprehensive listing of all recommended changes of fees for the 2020 year is attached and are detailed below.

Charges for Documents (FOIA) Fee Schedule
Under the Freedom of Information Act 442 of 1976 (FOIA), municipalities are allowed to recover costs incurred in providing certain documents for public purchase. Fees for FOIA requests are periodically revised to reflect actual costs for providing materials. A review of fees has recently been completed, with only minor changes to the document fees proposed (**see Attachment 1**). The Proposed 2020 Charges for Documents is being revised to clarify records related to the Office of the City Assessor. Specifically, it is recommended that the $.10 fee/page for historic and current property record cards for non-property owners be eliminated. There would be no charge for an individual to request historic or current property records cards. Additionally, it is recommended that the $.10/page fee for the annual database download be eliminated. The report takes only a few minutes to generate and is in digital format, making the need for the charge per page inapplicable.

Recreation and Park Facility Fees
Fee schedules for recreation programs and park facilities are reviewed yearly to ensure that programs offered are able to meet public demand in a cost-effective manner and continue to promote the quality of life within the community. A scholarship program, in cooperation with the Portage Community Center, is in place to provide subsidies for qualified residents to ensure program access for most activities. Minimal changes to the existing recreation and park facility fees are recommended for 2020 (**see Attachment 2**). The recommended changes are primarily to provide consistent fee rates across all facilities:

- *Adult Fall Softball Leagues*: Less than 5% of softball players are non-residents and the registration software does not accommodate for the addition of fees for non-resident individual players. For ease of administration by staff and team managers and to consolidate management in a single registration software program, it is recommended that the per person fee for non-residents be eliminated. As a result, an increase to the resident team fee is recommended, with a $40 increase to $600 for 2020. In 2021, the elimination of non-resident team fees will be evaluated. A tournament deposit fee of $50 is proposed to encourage committed team entries and to facilitate field assignments. The $50 will be refunded if the team plays in the tournament.
- *Football Fields, Soccer Fields & Volleyball Courts*: Volleyball leagues have become quite popular and the courts in Portage parks are in high demand. Volleyball courts are currently used on a first-come, first served basis, which sometimes causes conflict between volleyball leagues. It is recommended that the two volleyball courts at Lakeview Park be offered as rentals Monday through Wednesday during a four-hour window after 5:00 p.m. The maintenance requirements of a volleyball court are similar to those of a football or soccer field; rental rates would be the same as football and soccer fields. Other volleyball courts in the park system will continue to be used on a first-come, first-serve basis.
- *Farmers Market*: It is recommended that the daily vendor table rental rate be increased from $15 to $20 to motivate vendors to become seasonal vendors at a lower annual rate. The recommended daily rate of $20 is in line with other market rates. For example, the Bank Street Market daily vendor table rate is $20. It is also recommended that the Holiday and Art Market vendor fees be increased from $15 to $20 to be consistent with the main Farmers Market fees. Finally, a nominal $5 vendor table rental fee for the Kids Market is recommended.

Cemetery Fees and Charges
City cemetery fees are reviewed annually to ensure that the General Fund subsidy for this operation remains at or below $50,000. **No changes to the existing cemetery fees and charges are recommended for 2020.**

Senior Center Class and Facility Fee Schedule
Fee schedules for Senior Center programs and services are reviewed on an annual basis and several revisions were implemented in 2014. The current fee system for classes identifies member and nonmember rates, providing an incentive for older adults to join and become members of the Senior Center. A scholarship program through the Friends of the Portage Senior Center is in place to provide assistance to seniors of low income and to ensure program access to all older adults in the community. The Senior Center also has published rental rates, consistent with City of Portage park facilities. **No changes to the existing Senior Center class and facility fees are recommended at this time for 2020.**

Community Development Fees for Service
Community Development Fees for Service are not intended to cover all costs and maintaining lower fees for services will help continue to facilitate (re)development activities keeping Portage competitive in an ever changing economy. This approach is also consistent with Redevelopment Ready Communities certification program. The annual review for Community Development service fees (Planning, Development and Neighborhood Services, and Building and Housing Services) has been accomplished. In 2017, a three percent (3%) increase to planning and zoning fees was implemented, and the base fee for residential and commercial construction permits was increased by five dollars. In 2019, a new commercial building (shell-only) permit fee reduction of 20% was implemented for consistency with the guidelines established by the International Code Council. **No increase in fees is recommended for 2020.** However, and recognizing municipal costs for services increase as well, a comprehensive analysis of planning/zoning/building fees will be conducted in 2020 and a recommendation provided for Council consideration. Approval of the Community Development Fees for Services for 2020 (**see Attachment 3**) with no increases over 2019 fees is recommended.

Public Safety Department Fees

Fire Division:

- A review of Fire Division fees, including fees for false fire alarms, campfire permits, firework permits and follow-up business inspection fees, has been accomplished. Fees were last modified in 2015, which included a radio amplification system testing fee and a compliance check fire inspection fee. **No changes to the existing Fire Division fees are recommended for calendar year 2020.**

Police Division:

- Article 2, Section 78-66 of the Portage Code of Ordinances allows the city to impose emergency response fees upon individuals who have been adjudicated guilty of any state law pertaining to the act of impaired driving. The fees are based on the cost of the response of public safety personnel to these incidents. **No changes to the existing emergency response fees are recommended for calendar year 2020.**
- Michigan Compiled Laws (MCL) 765.12a gives the Department of Public Safety authority to collect a fee from persons arrested pursuant to a warrant issued by a court. The arrest warrant processing fee may be collected to defray the expense of receiving, depositing and delivering bail or bond money to the court, which Portage police officers accomplish on a daily basis. **No changes to the existing fees associated with Michigan Complied Laws are recommended for calendar year 2020.**

Right-of-Way and Excavation Permits
Chapter 66 – Streets, Sidewalks and Other Public Places, sets the requirements and procedures for performing excavations and other work in the public rights-of-way of the city. Persons proposing to perform any such work shall first obtain a permit from the Transportation & Utilities Department. The fee, insurance and bonding requirements are to be set by resolution of the City Council and were last modified in 2014. A review of the costs associated with permit processing, plan review and site

inspection indicates that a fee increase is warranted for work on major streets. Major roads have added costs of traffic control and fiber optic that local streets do not have. **A permit fee increase from $25 to $150 is recommended for work proposed on major streets (see Attachment 4)**.

Soil Erosion and Sediment Control Permits
Part 91, Soil Erosion and Sediment Control (SESC), of the Natural Resources and Environmental Protection Act, 1994 PA 451 is the State of Michigan law regulating construction activities, including earth changes to ensure that any earth change is accomplished in a manner that will effectively reduce accelerated soil erosion and resulting sedimentation. The City of Portage acts as the local municipal enforcement agency for projects involving earth changes within the city limits. Persons proposing to perform any such work shall first obtain a permit from the Department of Community Development. **No changes to existing soil erosion and sediment control permit fees are recommended for 2020.** The SESC program was recently transferred to the Department of Community Development from the Department of Transportation & Utilities. During the 2020 calendar year, staff will review and monitor costs associated with this program and may recommend adjustments for the 2021 calendar year.

Special Assessment Rates
On May 21, 1991, City Council adopted a Special Assessment Policy Resolution that established funding rations for utility and street construction projects. The policy also provided for periodic review and amendment of special assessment rates by resolution of the Council. Through the practice of special assessment, a share of project costs is charged to property owners receiving the primary benefit of the improvement. The practice of special assessment is a critical component of Portage city financing and has been a primary factor in the continued excellent financial health of the city.

On November 7, 2006, Portage voters approved a street millage proposal which eliminated street special assessments on projects initiated by City Council. Street assessments will still be levied on street projects petitioned by affected and benefiting property owners. Approval of the street millage proposal also eliminated the street reconstruction portion of the special assessment rate for installation of new sanitary sewers. Any street improvement project or sanitary sewer project approved prior to November 7, 2006, whether it was a special assessment district or an extension district, was not affected by approval of the street millage proposal.

Special assessment rates are updated using a variety of factors: actual construction cost for comparable city projects; national construction cost indexes and applicable construction cost data from the Kalamazoo Builders Exchange, a local clearing house for public and private construction cost information. Recent improvement in the local economy has resulted in significant price increases for construction projects during 2019. Each special assessment rate was analyzed separately so that the recommended 2020 rates also properly reflect the City Council policy on property owner cost-sharing of needed infrastructure improvements. Due to increasing complexity of city projects, the city has experienced not only an increase in material prices, but higher construction labor and engineering design costs as well. Special Assessment rates were calculated based primarily on the actual bid history of completed 2019 projects. A Special Assessment Rate Resolution (**see Attachment 5**) reflecting the proposed rates for 2020 is provided for the consideration of Council.

FUNDING: N/A

Attachments:

1. 2020 Proposed FOIA Fee Schedule
2. 2020 Proposed Recreation and Facility Fees
3. 2020 Community Development and Building Permit Fees Resolutions
4. 2020 Right-of-Way Fees Resolution
5. 2020 Special Assessment Rates Resolution

CITY OF PORTAGE 2020 CHARGES FOR DOCUMENTS (FOIA FEES)

ORIGINATING DEPARTMENT	DOCUMENT TITLE	CURRENT CHARGE	PROPOSED	ONLINE AVAILABILITY
Finance	Budget (Paper copy)*	$.10/pg + *	Same	Available Online
		Plus Mailing		
	Budget CD ROM*	$0.38	Same	Available Online
		Plus Mailing		
	Comprehensive Audit (Paper Copy)	$.10/pg + *	Same	Available Online
		Plus Mailing		
	Comprehensive Audit CD (upon availability)	$0.38	Same	Available Online
		Plus Mailing		
	Full Copy of Electronic Property Tax File	$50.00	Same	Not Available Online
	Tax Payment Receipts (duplicates requested other than time of payment)	No Charge	Same	Available Online
	Individual Parcel Look-up Online	No Charge	Same	Available Online
	Special Assessment/Tax History on computer (since 2004)	No Charge	Same	Available Online
	Special Assessment/Tax History not on computer (prior to 2004)	No Charge	Same	Not Available Online
	Utility Bill History Information (upon availability)	No Charge	Same	Not Available Online
Assessor	Property Record Card/Property Record Data	$.10/pg + *	**No Charge**	Not Available Online
	Historical Property Record Card	$.10/pg + *	**No Charge**	Not Available Online
	Sales Study Report	$.10/pg + *	Same	Not Available Online
	Annual Database Download for Realtors Assn.	$.10/pg + *	**No Charge**	Not Available Online
Purchasing	Bid Specifications (First copy)	No Charge	Same	Available Online
	Contract Conditions & Specifications	No Charge	Same	Available Online
	Additional Copy	$.10/pg + *	Same	
City Clerk	City Charter	$2.40	Same	Available Online
	Precinct Maps (Color)	$6.00	Same	GIS Mapping Service Available Online
	Council Minutes and Agendas	No charge	Same	Prior Year Available Online
	Council Agenda Packets	$.10/pg + *	Same	Prior Year Available Online
	Advisory Board Minutes	No Charge	Same	Prior Year Available Online
	Advisory Board Agenda Packets	$.10/pg + *	Same	Prior Year Available Online
	Qualified Voter Information-Electronic Only	No Charge	Same	Not Available Online
	City of Portage Flag	$40	Same	Not Available Online

CITY OF PORTAGE 2020 CHARGES FOR DOCUMENTS (FOIA FEES)

ORIGINATING DEPARTMENT	DOCUMENT TITLE	CURRENT CHARGE	PROPOSED	ONLINE AVAILABILITY
Human Resources	Employee Records - If Available to employee or designee			Not Available Online
	1st Copy	No Charge	Same	
	2nd copy	$.10/pg + *	Same	
	To non-employee	$.10/pg + *	Same	
Fire	EMS Reports	$.10/pg + *	Same	Not Available Online
	Environmental Impact Statements	$.10/pg + *	Same	Not Available Online
	NFIRS Reports	$.10/pg + *	Same	Not Available Online
	Research	*		Not Available Online
	Digital Photos to Disc	*		Not Available Online
Police	POLICE REPORTS:			Not Available Online
	Minor Incident Report	$.10/pg + *	Same	
	Up to 20 pages	$.10/pg + *	Same	
	From 21-40 pages	$.10/pg + *	Same	
	From 41-60 pages	$.10/pg + *	Same	
	Accident Reports:			Not Available Online
	UD-10 Form	$.10/pg + *	Same	Not Available Online
	w/supplemental Info up to 20 pages	$.10/pg + *	Same	
	From 21-40 pages	$.10/pg + *	Same	
	From 41-60 pages	$.10/pg + *	Same	
	Over 60 pages	$.10/pg + *	Same	
	Police Reports Facsimile Charge	No Charge	Same	Not Applicable
	Booking Photo	$.38 + *	Same	Not Available Online
	Booking Room Videos, Lobby Videos,	$.38 + *	Same	Not Available Online
	Interview Videos, Evidence Videos and	$.38 + *	Same	
	Mobile Video Digital Recordings	$.38 + *	Same	
	*Digital Photos to Disc	$.38 + *	Same	Not Available Online
	Visa Clearance	$11.00	Same	Not Available Online
	Audio Tapes	$.38 + *	Same	Not Available Online
	Non-criminal Fingerprints			Not Available Online
	Resident or Portage Business	$8.00/card	Same	
	Non-resident	$15.00/card	Same	
	Application to Set Aside Conviction Permit	Through Court	Same	Not Available Online
	Bond Fee	$10.00	Same	

CITY OF PORTAGE 2020 CHARGES FOR DOCUMENTS (FOIA FEES)

ORIGINATING DEPARTMENT	DOCUMENT TITLE	CURRENT CHARGE	PROPOSED	ONLINE AVAILABILITY
Community Development	PAPER FORMAT - IN COLOR:			
(Maps, plans, tracings,	8 x 11 ("A" size) without Aerial	$1.00	Same	Available as part of GIS Mapping Service
plats, etc.)	11 x 17 ("B" size) without Aerial	$2.00	Same	Available as part of GIS Mapping Service
	18 x 24 ("C" size) without Aerial	$3.00	Same	Available as part of GIS Mapping Service
	24 x 36 ("D" size) without Aerial	$5.00	Same	Available as part of GIS Mapping Service
	30 x 30 ("E" size) without Aerial	$10.00	Same	Available as part of GIS Mapping Service
	8 x 11 ("A" size) with Aerial	$2.00	Same	Available as part of GIS Mapping Service
	11 x 17 ("B" size) with Aerial	$5.00	Same	Available as part of GIS Mapping Service
	18 x 24 ("C" size) with Aerial	$10.00	Same	Available as part of GIS Mapping Service
	24 x 36 ("D" size) with Aerial	$20.00	Same	Available as part of GIS Mapping Service
	30 x 30 ("E" size) with Aerial	$25.00	Same	Available as part of GIS Mapping Service
	Building Plan/Site Plan (24x36)	$5.00/sheet	Same	Not Available Online
	(copyright restrictions may apply)			
	Planning and Zoning Code with Land Development Regulations	$.10/pg + *	Same	Available Online
	Zoning Map, Future Land Use Map (11x17)	$5.00	Same	Available as part of GIS Mapping Service
	Zoning Map, Future Land Use Map (24x36)	$10.00	Same	Available as part of GIS Mapping Service
	Subdivision and Land Division Regulations	$.10/pg + *	Same	Available Online
	Comprehensive Master Plan	$.10/pg + *	Same	Available Online
	Comprehensive Master Plan - CD ROM	$.38 + *	Same	Available Online
	Major Thoroughfare Plan Status update	$.10/pg + *	Same	Available Online
	Capital Improvement Program (CIP)	$.10/pg + *	Same	Available Online
	Capital Improvement Program (CIP) - CD ROM	$.38 + *	Same	Available Online
	Property Notification Address List	$20.00	Same	Available Online
	CDBG Consolidated Plan	$.10/pg + *	Same	Available Online
	CDBG Annual Action Plan	$.10/pg + *	Same	Available Online
	Analysis of Impediments to Fair Housing Study	$.10/pg + *	Same	Available Online
	DIGITAL FORMAT:			
	Digital Aerial Photo of City	$40/section	Same	Available as part of GIS Mapping Service
	(one foot pixel resolution)			
	Digital Aerial Photo of Entire City - All Sections	$750.00	Same	Available as part of GIS Mapping Service
	Digital Topographic Maps	$25/qtr section	Same	Available as part of GIS Mapping Service
	All 36 Sections	$1,500.00	Same	Available as part of GIS Mapping Service
	Digital (GIS) Map Layers (streets, hydrology, zoning)	$100/layer	Same	Available as part of GIS Mapping Service

CITY OF PORTAGE 2020 CHARGES FOR DOCUMENTS (FOIA FEES)

ORIGINATING DEPARTMENT	DOCUMENT TITLE	CURRENT CHARGE	PROPOSED	ONLINE AVAILABILITY
Community Development	Digital (GIS) Parcel Map Layer	$.10/parcel	Same	Available as part of GIS Mapping Service
(cont'd)		$25 minimum	Same	
		$750 maximum	Same	
	Custom Mapping	*		Available as part of GIS Mapping Service
	Building/Site Plan e-mailed	*		Not Available Online
	(copyright restrictions may apply)			
Information Technology	Compact Disk	$.38 + *	Same	Not Applicable
	DVD Productions (copy of)	$.38 + *	Same	Not Applicable
	USB Flash Drive - 16GB	$8 + *	Same	Not Applicable
	USB Flash Drive - 32GB	$13 + *	Same	Not Applicable
	USB Flash Drive - 64GB	$20 + *	Same	Not Applicable
	Research	*		

* NOTE: Charge per document is $0.10/page, labor costs and up to 50% of the hourly wage for benefit costs of lowest paid individual capable of performing the work, plus mailing costs.
For requests involving in excess of 15 minutes of staff time, the charge will be based on the nearest quarter-hour increment after the first quarter hour rounded down.

2020 RECREATION & PARK FACILITY FEE RECOMMENDED REVISIONS

ACTIVITY	CURRENT	2020 (Proposed)
Adult Softball Leagues-Summer (12 games)		
Resident team fee	$560	$600
Non-resident team fee	$700	Same
Non-resident fee per person (Eliminating)	$20	$0
Late registration fee	$50	Same
Over 50 teams	$700	Same
Doubleheader teams	$1070	Same
Team conduct violation	$20	Same
Adult Softball Leagues-Fall (7 games)	$400	Same
Late registration fee	$0	Same
City Tournament Refundable Deposit	$0	$50
Ramona Park Vehicle Permits		
Non-resident Daily pass	$10	Same
Non-resident Annual pass	$45	Same
Daily Bus pass	$50	Same
The Ice Rink @ Millennium Park		
Skate fee per person	$5	Same
Skate Rental	$3	Same
Skate Sharpening	$5	Same
10 Skate Discount Card	$25	Same
Group Rental – 1 ½ hours	$110	Same
Food Truck Permit Fee	$200/Year	Same
Events - Large	$100	Same
Events – Small	$50	Same
Tournaments	$100	Same
Park Site Spot (including Friday at the Flats)	$25	Same
Farmers Market		
Daily Vendor Fee	$15	$20/Table
Seasonal Vendor Fee	$325	Same
Kid's Market Fee (New)	NEW	$5/Table
Holiday/Artist Market Fee	$15	$20/Table
FOOTBALL FIELDS, SOCCER FIELDS & LAKEVIEW VOLLEYBALL COURTS		
Weekend Tournaments		
Field/court per day non-profit	$210	Same
Field/court per day for-profit	$325	Same
Deposit	$100	Same
Camps and Clinics		
Field/court per 4 hours non-profit	$80	Same
- Additional hourly fee non-profit	$10	Same
Field/court per 4 hours for-profit	$130	Same
- Additional hourly fee for-profit	$20	Same
Team Practice Reservation Fee		
Non-profit per hour fee	$10	Same
Profit per hour fee	$20	Same

2020 RECREATION & PARK FACILITY FEE
RECOMMENDED REVISIONS

SOFTBALL FIELDS		
Slow Pitch Softball Tournaments		
Field/Day – Non-Profit	$75	Same
Field/Day – Profit	$90	Same
Field Prep	$65	Same
Deposit	$100	Same
Fast Pitch Softball Tournaments		
Field/Day – Non-Profit	$75	Same
Field/Day – Profit	$90	Same
Field Prep	$80	Same
Deposit	$100	Same
Practice Field Reservation		
Per hour	$10	Same
SCHRIER PARK RENTAL		
Rental Fee – first 3 hrs.	$200	Same
Additional hourly fee	$50	Same
Daily maximum fee	$400	Same
Non-Profit Meetings per hour	$25	Same
Damage Deposit	$150	Same
OPEN PAVILION RENTAL		
Rental Fee (Mon – Sun)	$110	Same
Central Park		
Lakeview Park #1 & #2		
Ramona Park #1 & #2		
Westfield Park		
Schrier Park		
SOUTH WESTNEDGE SKATEPARK		
Special Event Rental – 4 hrs	$150	Same
Damage Deposit	$150	Same
CELERY FLATS RENTAL		
Schoolhouse Classroom daily fee	$50	Same
Damage deposit	$50	
Grain Elevator		
Group Rental – first 3 hrs	$125	Same
Additional hourly fee	$30	Same
Daily Rental	$250	Same
Damage Deposit	$150	Same
Hayloft Theatre *		
Group Rental – first 5 hrs	$400	Same
Additional hourly fee	$60	Same
Daily maximum	$770	Same
Wedding fee	$770	Same
Friday Rehearsal option	$100	Same
Outside Performance - evening	$300	Same
Rental fee – Chairs	$120	Same
Chair Setup/Teardown	N/A	Same
Damage Deposit	$150	Same

2020 RECREATION & PARK FACILITY FEE
RECOMMENDED REVISIONS

Stuart Manor *		
Group Rental – first 3 hrs	$140	Same
Additional hourly fee	$30	Same
Daily Rental	$260	Same
Damage deposit	$150	Same
Amphitheatre *		
Rental – first 3 hrs	$180	Same
Additional hourly fee	$30	Same
Daily Rental	$300	Same
Damage Deposit	$150	Same
OVERLANDER BANDSHELL		
Non-Profit Group – first 3 hrs	$140	Same
Additional hourly fee	$40	Same
Damage deposit	$150	Same
**Extra Fees: 15% of gross receipts plus applicable fees for additional staff, special equipment, rehearsals*		
WALK-RUN FUNDRAISING EVENTS		
Base fee	$450	Same
Early Set-Up	$100	Same
Additional Staff Charges (per hour) 5K & 10K Only	$50	Same
Damage/deposit reservation	$150	Same

CITY OF PORTAGE
RESOLUTION FOR COMMUNITY DEVELOPMENT FEES

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2019 at 7:00 p.m. local time at the City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and supported by:

Councilmember: _____.

WHEREAS, under the Community Development Fees for the City of Portage, it is necessary for the Council to establish by resolution rates for permits, planning and zoning services, and administrative fees;

NOW, THEREFORE, BE IT RESOLVED: That the following rates are hereby established for community development fees in the City of Portage:

	SERVICE	FEE
1.	Access Management Appeal	$340 per appeal
2.	Accessory Buildings	$280 per application
3.	Accessory Use – Keeping of chickens	$50 per application
4.	Brownfield Redevelopment Plan or Amendment	$1,130 per application
5.	Brownfield Redevelopment Plan (Kalamazoo County Plan)	$520 per application
6.	Building Height Modification	$340 per request involving action only by the Planning Commission $570 per request involving action by the Planning Commission and City Council
7.	Business Special Event	$110 per application

8.	Collection Box Application • Annual Renewal Fee	$100 per application $50 annually
9.	Comprehensive Plan Amendment	$850 per amendment
10.	Development Plan Scanning	$30 for first 20 sheets plus $1/sheet thereafter
11.	Home Occupation Permit - Active	$155 per permit
12.	Industrial Tax Abatement	2 percent of the total property taxes abated or $1,855, whichever is less
13.	Land Division	$155 plus $10 for each “child” parcel over two
14.	Lot Line Adjustment	$100 per application
15.	Mural Permit	$110 per mural application
16.	Noxious Weed abatement	Documented cost of the abatement plus an administrative fee of $200 per zoning lot
17.	Nuisance Abatement	Documented cost of the abatement, plus an administrative fee of $350, plus $63/hour or fraction thereof of staff to complete the abatement
18.	Parking Modification	$350 per application
19.	Parking Plans	$170 base fee and $5 per 500 square feet of parking area
20.	PILOT (Payment in lieu of taxes)	$770 per application
21.	Planned Development Tentative Plan	$570 per tentative plan plus the rezoning fee
22.	Commercial Planned Development Concept Plan	$850 per conceptual plan • $570 per conceptual plan if processed concurrent with rezoning application • $230 per conceptual plan if combined with a specific plan and less than 10 acres
23.	Planning and Zoning re-inspection fee	$63 per hour (1 hour minimum fee)

24.	Public Utility Plan	$260 for one utility $360 for more than one utility $50 per easement document (review/record fee)
25.	Sign Permits	$110 per permanent freestanding sign application $110 per permanent wall sign application $55 per temporary or directional sign application $55 per permanent freestanding or wall sign application for sign panel change to existing sign, where no structural sign modifications are proposed
26.	Single-family Condominium - Preliminary Approval	$455 plus $23 per lot
27.	Single-family Condominium - Final Preliminary Approval	$680 plus $23 per lot
28.	Single-family Condominium - Final Approval	$680 plus $40 per lot
29.	Single-family Plat – Preliminary Approval	$400 plus $20 per lot
30.	Single-family Plat - Final Preliminary Approval	$600 plus $20 per lot
31.	Single-family Plat - Final Approval	$600 plus $35 per lot
32.	Small On-site Wind Energy Systems	$130 per application
33.	Special Land Use Permit	$230 per group child care home application $340 for all others
34.	Special meeting of the Planning Commission or Zoning Board of Appeals	$230
35.	Street Vacation or Land Sale	$850 per application
36.	Zoning Amendment	Map - $1,130 for the first acre; then $80 for each additional acre or fraction thereof Text - $850 per amendment

37.	Zoning Board of Appeals	$140 for all one-family residential uses $340 for all others
38.	Zoning Compliance Review	$50 per general zoning review/day care license $100 per lot line adjustment $155 for state license zoning review/annual renewals
39.	Site Plan Review	Variable base fee plus unit/square footage charges as follows:

Use[1]	Zoning Classification	Fee[2, 3]
Multiple Family	R-1T; RM-1; RM-2	$400 + $11/dwelling unit
Planned Development	PD	$400 + $11/dwelling unit $370 + $6/100 sq. ft. gross floor area (commercial) exclusive of basement space $450 + $6/500 sq. ft. gross floor area (industrial) exclusive of basement space
Mobile Home Community	MHC	$400 + $11/Mobile Home Unit
Commercial	OS-1; OTR; B-1; B-2; B-3; CPD; CCA; CCMU	$370 + $6/100 sq. ft. of gross floor area, exclusive of basement space.
Institutional	R-1A through R-1D; R-1T RM-1; RM-2; PD	$400 + $6/100 sq. ft. of gross floor area, exclusive of basement space.
Industrial	I-1; I-2; OTR;	$455 + $6/500 sq. ft. of gross floor area, exclusive of basement space.
Recreational (golf courses and other open space type recreational uses)	R-1A through R-1D; PD	$424 + $12/acre over 3 acres.

[1] Use is defined as the principal purpose for which land or building is arranged, designed or intended, or for which land or a building is or may be occupied.

[2] Additions to existing structures up to 50% of the existing floor area within previously approved site plans or site plans involving phased developments (after initial phase) are to be charged at a rate one-half that of the applicable site plan review fee. Dwelling unit, square footage and/or acreage charges will remain unchanged.

[3] Re-approval of a site plan shall be charged at one-half the applicable site plan review fee if application is made within 18 months of the previous City Council, Planning Commission or City Administration approval.

YES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

RESOLUTION DECLARED ADOPTED:_____

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of this resolution adopted at a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan held on _____, 2019, the original of which is in the official proceedings of the City Council.

_____
Erica Eklov, Deputy City Clerk

Approved as to form:
Date 12/11/2019
_____
City Attorney

T:\COMMDEV\2019- 2020 Department Files\Subject Files\F\Fees 2020\2020 Community Development Fee Resolution.docx

CITY OF PORTAGE
RESOLUTION ESTABLISHING FEES FOR BUILDING PERMITS

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2019 at 7:00 p.m. local time at the City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and supported by:

Councilmember: _____.

WHEREAS, under the Building Code for the City of Portage, it is necessary for the Council to establish by resolution fees for permits;

NOW, THEREFORE, BE IT RESOLVED: That the following fees are hereby established for building permits in the City of Portage:

PERMIT FEES:

(Residential)[1]

Total Valuation:	**Fee:**
Up to $2,000	Minimum fee of $50.00
$2,001 to $25,000	Minimum fee of $50.00 or $31.41 for the first $2,000 plus $5.45 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $50,000	$156.76 for the first $25,000 plus $4.02 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$257.26 for the first $50,000 plus $2.80 for each additional $1,000 or fraction thereof, to and including $100,000

$100,001 to $500,000	$397.26 for the first $100,000 plus $2.24 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$1,293.26 for the first $500,000 plus $1.89 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,000 and up	$2,238.26 for the first $1,000,000 plus $1.47 for each additional $1,000 or fraction thereof

(Commercial)[1]

Up to $2,000	Minimum fee of $65.00 or $26.82 for the first $500 plus $3.49 for each additional $100 or fraction thereof, to and including $2,000
$2,001 to $25,000	$79.17 for the first $2,000 plus $16.02 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $50,000	$447.63 for the first $25,000 plus $11.55 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$736.38 for the first $50,000 plus $8.01 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$1,136.88 for the first $100,000 plus $6.41 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$3,700.88 for the first $500,000 plus $ 5.44 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,001 and up	$6,420.88 for the first $1,000,000 plus 4.18 for each additional $1,000 or fraction thereof

[1]The building permit fee is based upon the Building Valuation Data from the International Code Council. A deduction of 20% shall be granted to shell only commercial building construction.

(Other Construction Related Permits)

Residential Driveway, Curb Cut, and Sidewalk Permits	$25.00
Commercial Driveway, Curb Cut, and Sidewalk Permits	$40.00
Irrigation in right-of-way	$25.00
Swimming Pools	$55.00
Use of outside consultants for plan checking, inspections, etc.	Actual cost
Application to Construction Board of Appeals (Building, Mechanical, Electrical, Plumbing)	$105.00
Inspections for which no fee is specifically indicated (1 hour minimum)	$63.00/hr.
Certificate of Occupancy Fee (for changes in occupancy classification per Building Code when no plan review is required)	$155.00
Building Plan Review (for commercial projects with a valuation over $10,000.00)	$210.00 or .02 per sq. ft., whichever is greater
Reinspection fees assessed (assessed when inspection requested and work not completed - 1 hour minimum).	$63.00/hr
Inspection outside normal business hours	$75.00/hr. (1-hr. minimum)

Investigation fee	Whenever work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. The investigation fee shall be in addition to the permit fee and shall be based upon the staff investigation time required to ensure code compliance, charged at the hourly inspection rate. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember_____

EFFECTIVE DATE: _____, 20__.

_____
Erica Eklov, Deputy City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of this resolution adopted at a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan held on _____, 2019, the original of which is in the official proceedings of the City Council.

_____
Erica Eklov, Deputy City Clerk

T:\COMMDEV\2019- 2020 Department Files\Subject Files\F\Fees 2020\Building Permit Fees Resolution 2020 (Proposed).docx

APPROVED AS TO FORM
DATE 12/11/2019
CITY ATTORNEY

CITY OF PORTAGE

RESOLUTION ESTABLISHING RIGHT-OF-WAY PERMIT FEES

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2019 at 7:00 p.m. local times at the City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and supported by:

Councilmember: _____.

WHEREAS, under the Streets, Sidewalks and Other Public Places Ordinance of the City of Portage, being Chapter 66 of the Codified Ordinances, it is necessary for the Council to establish by Resolution the amount of fees charged for excavation and right-of-way applications and permits; and

WHEREAS, Council finds that the costs to the City to enforce this ordinance have increased since the fees were established in 1963 and last revised in 1983; and

WHEREAS, Council determines that the permit fees charged by the City to cover the costs the City incurs to review, inspect and enforce the provisions of the Ordinance should be amended to reflect the increase in cost to the City; and

WHEREAS, Council further finds that the services provided by the Department of Transportation and Utilities and the Department of Community Development to perform and enforce the provisions of Section 66 of the Codified Ordinances have increased and that reasonable fees for these services to cover the increased cost are necessary.

NOW, THEREFORE, BE IT RESOLVED:

That the following service fees are hereby established to cover the cost incurred by the City of Portage Department of Transportation & Utilities and Department of Community Development in reviewing and issuing permits, inspecting and enforcing the provisions of Section 66, Streets, Sidewalks and Other Public Places of the Codified Ordinances:

Activity	**Fees**
Local Street Permit Application Fee	$25.00
Major Street Permit Application Fee	$150.00
Pavement Repair Bond	$5,000/occurance

Insurance Limits of Liability

The required limits of liability for insurance coverage shall not be less than the following unless the Director determines the permitted work does not impose on public safety:

A.	Workers Compensation	Statutory
B.	Comprehensive General Liability Combined Single Limit (including sub-contractors)	$1,000,000
C.	Comprehensive Automobile Liability Combined Single Limit (Injury and Property Damage)	$1,000,000
D.	Umbrella or Excess Liability	$2,000,000

Public utilities meeting the definition contained in Section 66-31 shall apply for annual permits and shall be exempt from permit application fees per Section 66-153, but shall be responsible for pavement repair bond and insurance provisions.

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

ADOPTED: YEAS: Councilmember:

NAYS: Councilmember:

ABSENT: Councilmember:

_____
Adam Herringa, City Clerk

CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, County of Kalamazoo, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said city, held on the _____ day of _____ 2019, the original of which is on file in my office.

IN WITNESS THEREOF, I have hereto affixed my official signature this _____ day of _____, 2019.

_____
Adam Herringa, City Clerk

APPROVED AS TO FORM
DATE 11/22/2019
CITY ATTORNEY

CITY OF PORTAGE
SPECIAL ASSESSMENT RATE
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 _____, 2019 at 7:00 p.m., local time.

PRESENT:

_____

ABSENT:

_____

The following resolution was offered by:

Councilmember: _____, and seconded by:

Councilmember: _____.

WHEREAS, the Portage Charter gives Council the power to make public improvements within the City; and

WHERAS, MCL 117.4(d) AND Chapter 9 of the Portage City Charter also empower Council to defray the cost of public improvements "which are of such a nature as to benefit especially any property or properties within a district" by special assessment upon such property in proportion to the benefit derived or to be derived; and

WHEREAS, Council is of the opinion that it is fair and equitable to special assess for certain public improvements which specially benefit properties; and

WHEREAS, such special assessment process allows for the continued expansion and preservation of the infrastructure, to the benefit of the residents; and

WHEREAS, Council adopted a "Special Assessment Policy Resolution" as amended at the regular meeting of said Council on the 21st day of May, 1991; and

WHEREAS, said Policies provide for adoption of Special Assessment rates by resolution of Council to maintain a cost sharing balance between abutting property owners and the City at large; and

WHEREAS, increased construction costs make it appropriate to amend the existing special assessment rates to maintain the cost sharing balance between abutting property owners and the City at large.

NOW, THEREFORE BE IT RESOVLED THAT:

1. The City of Portage adopt the special assessment rate as indicated on Attachment "A", attached hereto and incorporated herein, with said rates to become effective for any special assessment district initiated after January 1, 2020 and to remain in effect until modified by subsequent resolution of Council.
2. The City of Portage utilize the special assessment rates as indicated on Attachment "A", with said rates to become effective after January 1, 2020 for connection to any water or sanitary sewer extension district (unassessed water or sanitary sewer main). The fee for connection to an unassessed water main shall consist of the current charge for the water lead (from the water main to the curb shut off), the water meter charge, and the front footage charge based on current special assessment rates. The water lead charge and meter charge must be paid in full at the time of issuance of the water permit but the front footage charge may be spread over twenty years. The fee for an up-sized water lead shall consist of the difference in cost between the 1 ¼ inch service assessed and the selected size current rate at the time of connection.
3. The fee for connection to an unassessed sanitary sewer main shall consist of the current "trunk and branch" fee, a sewer meter charge (if the structure is not

connected to public water), the street lead charge (service line from the sanitary sewer main to the property line), and the front footage charge based on the current special assessment rates for unassessed sewers. The sewer trunk and branch fee, street lead charge, and sewer meter charge (when applicable) must be paid in full at the time of issuance of the sewer use permit but the front footage charge may be spread over twenty years.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ADOPTED: YEAS: Councilmember:_____

NAYS: Councilmember:_____

ABSENT: Councilmember: _____

_____
Adam Herringa, City Clerk

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, County of Kalamazoo, State of Michigan, do hereby certify that the foregoing is a true and complete copy a resolution adopted a regular meeting of the City Council of said city, held on the ____ day of _____ 2019, the original of which is on file in my office.

IN WITNESS THEREOF, I have hereto affixed my official signature this _____ day of _____, 2019.

_____
Adam Herringa, City Clerk

APPROVED AS TO FORM
DATE 11/22/2019
CITY ATTORNEY

Attachment "A"

SPECIAL ASSESSMENT RATES 2020

	Residential		Commercial/Industrial	
	2019	2020	2019	2020
Water	$39.93	$41.93	$52.16	$54.77
Sewer	$45.08	$47.33	$48.90	$51.35
Unassessed Sewer*	$80.26	$84.27	$98.26	$103.17
Petitioned Street Reconstruction with Curb & Gutter (including new storm sewer)	$95.39	$100.16	$105.25	$110.51
Petitioned Street Reconstruction with Curb & Gutter (existing adequate storm sewer)	$69.72	$73.21	$75.15	$78.91
Petitioned Curb and Gutter (including new storm sewer done in conjunction with either street reconstruction or sanitary sewer installation)	$52.34	$54.96	$57.15	$60.01
Petitioned Street Reconstruction	$38.47	$40.39	$44.36	$46.58
Petitioned Storm Sewer (done separate from street reconstruction)	$33.05	$34.70	$36.09	$37.89
Sidewalk	$35.20	$36.96	$40.41	$42.43
Drive Approach	$1,455.00	$1,527.75	$1,455.00	$1,527.75
Sewer Lead	$1,680.95	$1,765.00	$1,680.95	$1,765.00
3/4-in. Water Service	$984.00	$984.00	$984.00	$984.00
1-in. Water Service	$1,160.00	$1,160.00	$1,160.00	$1,160.00
1 1/4-in. Water Service	$1,235.00	$1,231.18	$1,235.00	$1,231.18

* This rate will apply to sewer extension districts initiated prior to 11-7-06.

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Amendment to Code of Ordinances - Utilities

SUPPORTING PERSONNEL: William Furry, Director of Finance
Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Accept the amendment to Division 7, Section 82-196, Article 2 "Water System" in the City of Portage Code of Ordinances for first reading and set a second reading with final adoption for January 14, 2020.

A review of the City of Portage Code of Ordinances pertaining to Water Services is periodically performed to ensure processes and procedures are appropriate. Specifically, Article 2, Division 7, Section 82-196 requires the discontinuance of water to any property where the water bill and/or penalties are not paid in full on or before the 24th day of the third month of the cyclical quarter. This requirement has been problematic during winter months (December through February) where frost permeates ground levels at or below the level of water supply lines. In certain cases, without water flowing through the lines even at a minimal rate to prevent freezing of the lines, the water supply lines have a tendency to burst. Furthermore, the curb box and shut off valves are more difficult to access during times of deep snow and sub-freezing temperatures.

If approved by Council, the recommended amendments to the Code of Ordinances pertaining to water services would allow for delaying water shut off during winter cycles until the weather allows for the safe discontinuance of service and prevent the freezing/damage issues noted above. A redline/strikeout version of the proposed ordinance amendments is attached for reference.

It is recommended that City Council accept the amendment to Division 7, Section 82-196; Article 2 "Water System" in the City of Portage Code of Ordinances for first reading and set a second reading for January 14, 2020.

FUNDING: N/A

Attachments:
1. Proposed Water System Ordinance amendment (revised)
2. Proposed Water System Ordinance amendment - redline/strikeout version
3. Proposed Water System Ordinance amendment - redline/strikeout version revised

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING ARTICLE 2, WATER SYSTEM, OF CHAPTER 82, UTILITIES

THE CITY OF PORTAGE ORDAINS:

That Chapter 82 shall be amended as follows:

ARTICLE 2 – WATER SYSTEM

Sec. 82-196. - Delinquency.

(a) Payment for water service received or post-marked by the U.S. Postmaster after the due date shown on the bill is delinquent and shall include an additional ten percent of the amount due on such date. However, council may, by resolution, permit the finance director to waive the above-stated ten percent delinquency under conditions which assure the city that the customer's payment will be made on time.

(b) Water to any premises shall be shut off if the bill and/or penalties greater than an amount to be set by council resolution are not paid in full on or before the 24th day of the third month of the cyclical quarter.

(c) The city may discontinue water service to the premises against which the lien created under section 82-197 has accrued the same as other premises to which water is served, and such service shall not be resumed until such lien has been removed by the payment of delinquent water charges.

(d) In all cases where water service has been discontinued to any premises or property because of nonpayment of water charges, the city shall charge and collect a turn-on fee set by council resolution before the water is turned on.

(e) Unpaid water charges may also be collected by suit brought in the name of the city against the owner or occupant of the premises, or both.

(f) Notwithstanding the right of the City to discontinue water service for nonpayment of a bill, as provided above, the Director of Finance and Purchasing may delay shut off of water service for up to three (3) months from the time of shut off if (i) the user indicates that a governmental or social agency will be paying the City directly for the water service. In such case the Director may waive late fees and turn on fees as well as delay shut off until such time as payment is received from such agency; (ii) the Director of Finance and Purchasing, in consultation with the Director of Transportation and Utilities, determines that cold weather or other winter weather conditions may prevent safe disconnection of service.

(g) Nothing in this section shall affect the city's right to place a lien for delinquent charges on the premises to which water service is supplied pursuant to Public Act No. 178 of 1939 (MCL 123.161 et seq.). Further, if delay in shutoff of the water service is granted by the finance director, the unpaid water rates and charges, including late fees and interest, may be included if such amounts are, in fact, transferred to the city tax roll and assessed against the property pursuant to section 82-197(d).

Dated: _____, 20___

_____
Patricia Randall, Mayor

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

CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and Deputy City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 20___.

_____
Erika Eklov, Deputy City Clerk

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

Approved as to Form:
Date 12/17/2019
_____
City Attorney

Z:\JODY\PORTAGE\ORDINANCES\NONZONE\Utilities Water System Amendment revised 12-16-19.doc

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY AMENDING ARTICLE 2, WATER SYSTEM, OF CHAPTER 82, UTILITIES

THE CITY OF PORTAGE ORDAINS:

That Chapter 82 shall be amended as follows:

ARTICLE 2 – WATER SYSTEM

Sec. 82-196. - Delinquency.

(a) Payment for water service received or post-marked by the U.S. Postmaster after the due date shown on the bill is delinquent and shall include an additional ten percent of the amount due on such date. However, council may, by resolution, permit the finance director to waive the above-stated ten percent delinquency under conditions which assure the city that the customer's payment will be made on time.

(b) Water to any premises shall be shut off if the bill and/or penalties greater than an amount to be set by council resolution are not paid in full on or before the 24th day of the third month of the cyclical quarter.

(c) The city may discontinue water service to the premises against which the lien created under section 82-197 has accrued the same as other premises to which water is served, and such service shall not be resumed until such lien has been removed by the payment of delinquent water charges.

(d) In all cases where water service has been discontinued to any premises or property because of nonpayment of water charges, the city shall charge and collect a turn-on fee set by council resolution before the water is turned on.

(e) Unpaid water charges may also be collected by suit brought in the name of the city against the owner or occupant of the premises, or both.

(f) ~~Notwithstanding the right of the city to discontinue water service for nonpayment of a bill, the city may delay shutoff of water service for up to three months from the time of shutoff if the user indicates that a governmental or social agency will be paying the city directly for the water service. The finance director may waive late fees and turn-on fees as well as delay shutoff until such time as payment is received from such agency.~~ Notwithstanding the right of the City to discontinue water service for nonpayment of a bill, as provided above, the Director of Finance and Purchasing may delay shut off of water service for up to three (3) months from the time of shut off if (i) the user indicates that a governmental or social agency will be paying the City directly for the water service. In such case the Director may waive late fees and turn on fees as well as delay shut off until such time as payment is received from such agency; (ii) the Director of Finance and Purchasing, in consultation with the Director of Transportation and Utilities, determines that cold weather or other winter weather conditions may prevent safe disconnection of service during the months of December, January and February.

(g) Nothing in this section shall affect the city's right to place a lien for delinquent charges on the premises to which water service is supplied pursuant to Public Act No. 178 of 1939 (MCL 123.161 et seq.). Further, if delay in shutoff of the water service is granted by the finance director, the unpaid water rates and charges, including late fees and interest,

may be included if such amounts are, in fact, transferred to the city tax roll and assessed against the property pursuant to section 82-197(d).

Dated: _____, 20___

_____
Patricia Randall, Mayor

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

CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and Deputy City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 20___.

_____
Erika Eklov, Deputy City Clerk

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

Z:\JODY\PORTAGE\ORDINANCES\NONZONE\Utilities Water System Amendment H&S.doc

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY AMENDING ARTICLE 2, WATER SYSTEM, OF CHAPTER 82, UTILITIES

THE CITY OF PORTAGE ORDAINS:

That Chapter 82 shall be amended as follows:

ARTICLE 2 – WATER SYSTEM

Sec. 82-196. - Delinquency.

(a) Payment for water service received or post-marked by the U.S. Postmaster after the due date shown on the bill is delinquent and shall include an additional ten percent of the amount due on such date. However, council may, by resolution, permit the finance director to waive the above-stated ten percent delinquency under conditions which assure the city that the customer's payment will be made on time.

(b) Water to any premises shall be shut off if the bill and/or penalties greater than an amount to be set by council resolution are not paid in full on or before the 24th day of the third month of the cyclical quarter.

(c) The city may discontinue water service to the premises against which the lien created under section 82-197 has accrued the same as other premises to which water is served, and such service shall not be resumed until such lien has been removed by the payment of delinquent water charges.

(d) In all cases where water service has been discontinued to any premises or property because of nonpayment of water charges, the city shall charge and collect a turn-on fee set by council resolution before the water is turned on.

(e) Unpaid water charges may also be collected by suit brought in the name of the city against the owner or occupant of the premises, or both.

(f) Notwithstanding the right of the City to discontinue water service for nonpayment of a bill, as provided above, the Director of Finance and Purchasing may delay shut off of water service for up to three (3) months from the time of shut off if (i) the user indicates that a governmental or social agency will be paying the City directly for the water service. In such case the Director may waive late fees and turn on fees as well as delay shut off until such time as payment is received from such agency; (ii) the Director of Finance and Purchasing, in consultation with the Director of Transportation and Utilities, determines that cold weather or other winter weather conditions may prevent safe disconnection of service ~~during the months of December, January and February~~.

(g) Nothing in this section shall affect the city's right to place a lien for delinquent charges on the premises to which water service is supplied pursuant to Public Act No. 178 of 1939 (MCL 123.161 et seq.). Further, if delay in shutoff of the water service is granted by the finance director, the unpaid water rates and charges, including late fees and interest, may be included if such amounts are, in fact, transferred to the city tax roll and assessed against the property pursuant to section 82-197(d).

Dated: _____, 20___

_____
Patricia Randall, Mayor

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

CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and Deputy City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 20___.

_____
Erika Eklov, Deputy City Clerk

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

Z:\JODY\PORTAGE\ORDINANCES\NONZONE\Utilities Water System Amendment revised 12-16-19.doc

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Confirmation of Interim Director of Community Development and Interim City Clerk

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager

ACTION RECOMMENDED: Confirm the appointments of Christopher Forth as Interim Director of Community Development and Erica Eklov as Interim City Clerk.

Following the selection of Adam Herringa as Deputy City Manager, the Office of the City Attorney conducted a review of the City Charter regarding the filling of vacancies for Department Head and City Officer positions. City Attorney Brown has determined that formal appointment by the City Manager for interim Department Heads and City Officers is necessary, with confirmation by the City Council.

Christopher Forth has been serving as the Interim Director of Community Development since October 7, 2019, and has been with the Department of Community Development since July 1990. Mr. Forth began his career with the City of Portage as an intern, was hired as a Neighborhood Planner/Protection Officer and was promoted to Planning Division Manager. In May 1994 he became Deputy Director of Economic Development Services. This position was re-titled in July 2002 to Deputy Director of Planning & Development Services, and re-titled again in July 2011 to Deputy Director of Planning, Development and Neighborhood Services. Mr. Forth previously served as Acting Director of Community Development effective from January to July 2018. Mr. Forth has a long history and outstanding record of service to the City of Portage and its citizens. Mr. Forth is an extremely capable, loyal and dedicated employee. He has my full support to serve as Interim Director of Community Development and I have appointed him to this position.

Erica Eklov began her service with the City of Portage in November 2009 as a contract employee assisting the Office of the City Assessor with updating records and enhancing customer service. In July 2010 she was hired as the Administrative Assistant in the Office of the City Manager. Following many years of exemplary service she was promoted to Deputy City Clerk on November 20, 2017. Ms. Eklov has a Bachelor of Arts degree in Public History/Communications from Western Michigan University and a Masters of Science in Historic Preservation Planning from Eastern Michigan University. Her performance as Deputy City Clerk has been excellent and she is fully capable of performing the duties and responsibilities of the position. She has my full support to serve as Interim City Clerk and I have appointed her to this position.

It is recommended that City Council confirm the appointment of Christopher Forth as Interim Director of Community Development and Erica Eklov as Interim City Clerk.

FUNDING: Funds are available in the Department of Community Development and Office of the City Clerk FY 2019-2020 General Fund budgets.

Attachments: None

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Nonprofit Organization Recognition - Angling Road Parent Teacher Organization

SUPPORTING PERSONNEL: Erica Eklov, Deputy City Clerk

ACTION RECOMMENDED: Adopt the Resolution for Charitable Gaming License recognizing the Angling Road Parent Teacher Organization as a nonprofit organization in the City of Portage.

Public Act 382 of 1972 requires that groups desirous of obtaining a gaming license from the State of Michigan secure a resolution from the local governing body recognizing the group as a nonprofit organization operating in the community. A gaming license permits a group to conduct raffles and raise funds in support of the organization for a period of one year.

A request was received from Angling Road Parent Teacher Organization (PTO) to be recognized as a nonprofit organization operating in the community and be allowed to conduct raffles in 2019. The attached Resolution has been provided by the State of Michigan to recognize Angling Road PTO as a nonprofit organization operating in the City of Portage. The main purpose of the Angling Road PTO is to support and enhance the educational experiences of the Angling Road Elementary School students by providing an organization through which the parents, school and teachers can work cooperatively, and by providing financial support for programs funded outside of the annual school budget.

Angling Road PTO has provided the Raffle License Application, a copy of the Articles of Incorporation, the by-laws and by-law amendments, proof of a current bank account in the name of the organization and recent bank statements. It is recommended that City Council adopt the Resolution for Charitable Gaming License recognizing Angling Road PTO as a nonprofit organization in the City of Portage.

FUNDING: N/A

Attachments: 1. Local Governing Body Resolution for Charitable Gaming Licenses

State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a regular (REGULAR OR SPECIAL) meeting of the Portage City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by _____ on December 17, 2019 (DATE)

at 7:00 pm (TIME) a.m./p.m. the following resolution was offered:

Moved by _____ and supported by _____

that the request from Angling Road PTO (NAME OF ORGANIZATION) of Portage (CITY),

county of Kalamazoo (COUNTY), asking that they be recognized as a nonprofit

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for _____ (APPROVAL/DISAPPROVAL).

APPROVAL:		DISAPPROVAL:	
Yeas:	_____	Yeas:	_____
Nays:	_____	Nays:	_____
Absent:	_____	Absent:	_____

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

by the _____ (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a _____ (REGULAR OR SPECIAL)

meeting held on _____ (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

Organization Information: Angling Road PTO, 5340 Angling Road, Portage MI 49024
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

Gaetan VanGyseghem, President
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

(616) 485-7302
PHONE NUMBER

Minutes of Boards & Commissions

PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION
REGULAR BUSINESS MEETING

November 25, 2019

REGULAR BUSINESS MEETING

The Regular Business Meeting of the Board of Education of Portage Public Schools held on Monday, November 25, 2019, was called to order at 6:30 p.m. by President Van Antwerp in Conference Room #1 of the Administration Building, 8107 Mustang Drive, Portage. He welcomed the audience and the Pledge of Allegiance was recited.

Board Trustees Present: Kurt Droppers, Rusty Rathburn, Celeste Shelton-Harris, Bo Snyder, and Randy Van Antwerp

Board Trustees Absent: Terri Novaria, Joanne Willson

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mr. Droppers, seconded by Mr. Snyder, that the Board of Education approve the agenda as printed.

The motion carried unanimously.

REPORTS

Superintendent's Report

Change Order Summary / Bond Budget Update

Mr. Ron Herron, Assistant Superintendent of Operations, provided a bond construction update. At North Middle School, over winter break, acoustic panels will be installed and punch list work will wrap up. At Central Middle School temporary heat is on, metal paneling on the exterior is being installed, and drywall work continues. At West Middle School, the bus loop has been returned to its pre-construction status. The new gym ceiling is being painted; tile work is taking place in the restrooms. At the Northern Natatorium, foundation work is complete except for the pool bowel, masonry work on the exterior and some underground work is taking place. At the Northern AEF, work is taking place at the discus area. At the Central AEF, punch list work is complete. Work on the baseball/softball areas continues as weather permits.

Mr. Herron introduced the bond budget portion of the update by sharing a handout regarding bond Change Order #24, which includes a number of reconciliation adjustment activities along with two project closeouts and four change orders completed by the construction manager. He detailed key adjustment areas. Total bond funds available for future enhancements is approximately $5 million. A steering committee will meet after Thanksgiving break to identify and prioritize future enhancement recommendations. Mr. Herron responded to questions from Trustees.

Mr. Dan Rathburn, OAK Project Manager, detailed work committed through Bond Change Order #24 (Reconciliation) and detailed Change Orders by Construction Change Directives for Central Middle School, Central AEF, and West Middle School. Mr. Rathburn addressed questions from the Board.

Financial Report

Ms. Paula Johnson, Director of Finance, detailed the General Fund Budget Progress Report by Function and the General Fund Budget Progress Report by Object for the four-month period ending October 31, 2019 compared to the four-month period ending October 31, 2018 and responded to questions from board members.

Other

Mr. Bielang shared an item of interest. He acknowledged two local programs that benefit our students and their families. Power-Up Food Bag program, which began in 2013 by Radiant Church, serves 470 students in 11 of our buildings. Students receive a food bag to help supplement food over weekends. Radiant Church is piloting a food pantry at North Middle School where students can shop for desired food items each Friday. Ms. Sarah Allen along with the many volunteers that assist were thanked.

Loaves & Fishes is piloting a mobile food initiative with hopes of launching the program before spring break. This is the first such initiative in the Portage community.

COMMENTS OR COMMUNICATIONS

President Van Antwerp opened the comments and communications portion of the meeting. There was no public comment. President Van Antwerp opened the floor for Trustee comment.

President Van Antwerp requested the Board hold a special meeting to hear an elementary feasibility study update from C2AE and Stantec, which is expected to take approximately 1.5 hours. Mr. Van Antwerp and Superintendent Bielang proposed 4:30 p.m., just prior to their regular meeting scheduled for December 9, 2019. Mr. Snyder indicated he would reschedule the Linkage Committee meeting set for that date/time to accommodate the special meeting. Hearing no objections, President Van Antwerp called for the special meeting to be held on December 9, 2019 at 4:30 p.m. in the Administration Building to hear an elementary feasibility study update. President Van Antwerp will inform Trustees Novaria and Willson accordingly.

CONSENT AGENDA

President Van Antwerp presented the following Consent Agenda items for approval by the Board of Education: approve the November 11, 2019 Policy Governance Retreat & Committee of the Whole Work Session Minutes; approve the proposed new, revised, and/or reissued operational policies as presented; approve as presented the purchase of theatrical lighting from Pro Audio & Lighting of Warren, MI in an amount not-to-exceed $33,511.07, the proceeds for which will come from the 2019 Bond Construction Fund #1; approve as presented the purchase of theatrical sound equipment from TPC Technologies Inc. of Niles, MI in an amount not-to-exceed $29,789.25, the proceeds for which will come from the 2019 Bond Construction Fund #1; and approve as presented the purchase of Dell switches from Dell EMC in an amount not-to-exceed $42,803.90, the proceeds for which will come from the 2019 Bond Construction Fund #1.

It was noted by Mr. Ron Herron and Ms. Paula Johnson that the Bond Construction Fund noted in the motion for the theatrical lighting, sound equipment and switches should be the 2019 Bond Construction Fund #1, not 2016. The correction was made in the motion above.

There being no objection to the items, the motion carried unanimously.

REQUIRED ACTION ITEMS

Approve Summer Tax Resolution

Motion offered by Dr. Shelton-Harris, seconded by Mr. Rathburn, that the Board of Education approve the Summer Tax Resolution, as presented.

The motion carried unanimously.

DISCUSSION ITEMS

Approve Emergency Operations Plan

Superintendent Bielang reviewed background information regarding the development of an Emergency Operations Plan as required by policy and law. Superintendent Bielang addressed questions from Trustees.

Enhancement Millage Resolution

Superintendent Bielang shared background information regarding the regional enhancement property tax, last approved by voters in 2017. To put this item on the ballot at the May 5, 2020 election, approved resolutions from KRESA-constituent districts is required before January 16, 2020. KRESA is currently conducting a survey about the enhancement tax. Support for a renewal of more than three years is one item assessed by the survey. Results will be shared with county superintendents and board presidents in December. More information and the final resolution will be provided at our January 13, 2020 board meeting, at which action on the resolution is required.

With no further business to come before the Board, the meeting was adjourned at 7:15 p.m.

Respectfully submitted,

Barb Atkinson
Recording Secretary

SUMMER TAX RESOLUTION

Portage Public Schools, County of Kalamazoo, State of Michigan (the "District")

A regular meeting of the Board of Education of the District (the "Board") was held in the Administration Building, 8107 Mustang Drive, in the District, on the 25th day of November, 2019, at 6:30 o'clock in the p.m.

The meeting was called to order by Randy Van Antwerp, President.

Present: Members: Kurt Droppers, Rusty Rathburn, Celeste Shelton-Harris, Randy Van Antwerp, Bo Snyder

Absent: Members: Terri Novaria, Joanne Willson

The following preamble and resolution were offered by Member Shelton-Harris and supported by Member Rathburn:

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service, upon property located within the District, with respect to the City of Portage, in which the District is located, and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board, pursuant to 1976 PA 451, as amended (the "Revised School Code"), invokes for 2020 its previously adopted ongoing resolution imposing a summer tax levy of 100% of annual school property taxes, including debt service, upon property located within the District, with respect to the City of Portage (the "City"), and continuing from year-to-year until specifically revoked by the Board and requests that the City, in which the District is located, collect those summer taxes.

2. The Superintendent, Director of Finance, or a designee thereof, is authorized and directed to forward to the governing body of each city in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that the City agree to collect the summer tax levy for 2020 in the amount specified in this resolution. Such forwarding of the resolution and the request to collect the summer tax levy shall be performed so that they are received by the governing body of the City before January 1, 2020.

3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent, Director of Finance, or a designee thereof, is authorized and directed to negotiate on behalf of the District with the governing body of the City for the reasonable expenses for collection of the District's summer tax levy that the City may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before the Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members: Droppers, Rathburn, Shelton-Harris, Van Antwerp, Snyder

Nays: Members: None

Motion declared adopted.

THRUN LAW FIRM, P.C.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Portage Public Schools, County of Kalamazoo, State of Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on November 25, 2019, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act (Act 267, PA 1976, as amended).

Secretary, Board of Education

THRUN LAW FIRM, P.C.

Youth Advisory Committee Minutes
November 11, 2019, 6:00 p.m.

I. Call to Order

II. Introductions and Attendance

III. Approval of October Minutes
   a. Approved

IV. Election of 2019-20 YAC Officers
   a. Chair
      i. Nominations; speeches; election
         1. Megan
   b. Assistant Chair
      i. Nominations; speeches; election
         1. Riya
   c. Secretary
      i. Nominations; speeches; election
         1. Graham

V. Volunteering Opportunities (non-YAC events)
   a. Parks & Rec Department – "Amazing Race" event (either Saturday 6/6 or Sunday 6/7)
      1. YAC voted not to participate

   b. Portage Community Center holiday baskets (see SignUp.com web page)
      i. Thanksgiving Food Baskets – Food Packing Saturday, 11/23 (9 am – 1 pm)
      ii. Thanksgiving Food Baskets – Food Distribution Monday, 11/25 (after school)
      iii. December Food Baskets – Food Packing Saturday, 12/14 (9 am – 1 pm)
      iv. December Food Baskets – Food Distribution Monday, 12/16 (after school)
         1. YAC voted in favor of participating in these events

VI. August Summer Movie Event Selection
   1. Star Wars: The Rise of Skywalker

VII. Reports from Liaisons
   1. Parks Board: What events would YAC like to happen?

VIII. YAC Social Media Sub-Committee Update
   1. Pictures of YAC

IX. Follow-up from August Meeting: Climate Change Resolution
   1. We should be doing more than just distributing paper (some members)
   2. YAC vote for whether or not we wish to participate in the climate resolution with the specific organizations
   3. YAC voted not to participate with specific organizations

X. Upcoming YAC Activities
   a. Portage Community Center - Adopt a Family Gift Drop Off: December 17, 18, & 19 (YAC shift starts at 3 p.m.)

        1. YAC voted yes
    b. Snow Party – Saturday, February 1
        1. Discuss at a later date
    c. Green-A-Thon – Saturday, April 18

XI. Next Meeting
    a. December 2 at 6:00 p.m. in City Hall

MATERIALS TRANSMITTED

Tuesday, December 3, 2019

1. Communication from the City Manager regarding the Rezoning Application #19/20-2 (1730 East Centre) – **Agenda Item D.1.** – Information Only

Joseph S. La Margo, City Manager

cc Adam Herringa, Deputy City Manager

PORTAGE
A Natural Place to Move

MATERIALS TRANSMITTED
DECEMBER 3, 2019

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Rezoning Application #19/20-2 (1730 East Centre) – Agenda Item D.1

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager

During the Pre-Council Meeting of December 2, 2019, Councilmember Reid inquired as to the procedure for mailing notices of public hearings to residents. This inquiry prompted staff in the Office of the City Clerk to review and confirm that proper notice procedures had been followed for the current rezoning request. It was discovered that the required public hearing notice for Rezoning Application #19/20-2 was inadvertently NOT mailed to residents, apparently as a result of concurrent demands with the election. However, the notice was published in the Kalamazoo Gazette.

Following consultation with City Attorney Brown and Department of Community Development staff it has been determined that the only course of action is to reset the public hearing for the Regular City Council Meeting scheduled for January 14, 2020. The applicant has been notified and the delay will not adversely impact their plans.

As such, the recommendation for agenda item D.1 for the December 3, 2019, City Council Meeting has been modified from conducting the public hearing to setting the new hearing to the first meeting in January. This date was chosen to meet all legal notification deadlines for both publication and mailings. Per the City Attorney, Council is welcome to take any comments from the public that may attend the December 3, 2019 meeting. The comments will be recorded and subsequently considered during the January 14th meeting.

Attachments: N/A

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: City of Portage Brownfield Redevelopment Plan, Plan Amendment No. 8, CentrePort Commons

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

ACTION RECOMMENDED: Subsequent to the public hearing, accept the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 8 (8015, 8043 and 8061 Portage Road, and 2610 and 2700 East Centre Avenue).

Southwest Michigan First, on behalf of the property owners, Treystar Holdings, LLC and TOF Centreport I, LLC, have requested assistance through the City of Portage Brownfield Redevelopment Authority (PBRA) with eligible building demolition, site preparation activities and infrastructure improvements (storm water treatment and sanitary sewer facilities) for CentrePort Commons, located at the southeast corner of Portage Road and East Centre Avenue. Treystar Holdings, LLC and TOF Centreport I, LLC is requesting to utilize tax increment financing (TIF) for reimbursement of eligible expenses related to the facility. A 12,600-square-foot Bronson Primary Care medical office building valued at approximately $6 million is now under construction at 2610/2700 East Centre Avenue. This Bronson facility will employ 28 new, full-time-equivalent employees at this location with an average annual salary of $125,000.

Redevelopment of this property has been contemplated since 2006. In March 2010, City Council approved the CentrePort Commons Brownfield Redevelopment Plan Amendment No. 6, which proposed the use of tax increment revenue generated by the project to reimburse the developer $147,000 over a five-year period for eligible brownfield activities. These activities were subsequently completed in 2010. However, the economic downturn halted development of the property and no tax increment revenue was generated or captured. Since no tax increment revenue was generated, the developer was not reimbursed for any of the eligible activities that were completed.

The applicant requests to utilize TIF generated by the new Bronson facility for reimbursement of eligible expenses that were incurred in 2010. To capture the tax increment revenue (TIR), the applicant's Brownfield Redevelopment Plan No. 6 was terminated on September 17, 2019. A new Brownfield Plan has been prepared and approval pursuant to statutory requirements is needed.

The developer will be reimbursed $147,000 consistent with the amount approved in the March 2010 plan. The Brownfield Redevelopment Plan also includes $25,000 in public infrastructure expenses for construction of a Lake Center Business District entry feature, $17,976 for administration of the plan and

$172,000 for the Local Brownfield Revolving Fund.

The estimated foregone tax revenue for each taxing jurisdiction for the duration of the brownfield plan is shown in Table 2 of the Brownfield Redevelopment Plan. During this time period, the City of Portage will forego approximately $137,707. After reimbursement of eligible activities and LBRF captures are complete, the tax revenue will be distributed to all taxing jurisdictions in the traditional manner.

On November 19, 2019, the Brownfield Redevelopment Authority convened a meeting to review the Brownfield Redevelopment Plan Amendment No. 8. The applicants, Mr. Joe Agostinelli, of Southwest Michigan First, and Fritz Brown, of Treystar Holdings, LLC/TOF Centreport I, LLC, were present to explain the development project and support the plan amendment. After discussing the plan amendment and project with staff and the applicants, the Brownfield Redevelopment Authority unanimously voted to recommend to City Council that the Brownfield Redevelopment Plan Amendment No. 8 (8015, 8043 and 8061 Portage Road and 2610 and 2700 East Centre Avenue) be approved.

The redevelopment of the property is consistent with City of Portage land use and environmental objectives and will provide additional tax base growth and related economic benefits to the community. It is recommended that, subsequent to the public hearing, City Council accept the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 8 (8015, 8043 and 8061 Portage Road, and 2610 and 2700 East Centre Avenue).

FUNDING: Not applicable

Attachments:

1. Brownfield Redevelopment Authority draft meeting minutes dated November 19, 2019
2. 2019 Brownfield Redevelopment Policy
3. Vicinity map
4. CentrePort Commons Brownfield Redevelopment Plan Amendment No. 8

Brownfield Redevelopment Authority

Minutes of Meeting – Tuesday, November 19, 2019

The meeting of the City of Portage Brownfield Redevelopment Authority was called to order at 8:00 a.m. in Conference Room 1, Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

MEMBERS PRESENT: William Lenehan, Jeffrey Monroe, Bradley Galin, Jacob Barker and John Herberg.

MEMBERS EXCUSED: Eric Alburtus, Keith Lewandowski, Devrim Yaman and Daniel Vomastek.

IN ATTENDANCE: Christopher Forth, Acting Director of Community Development; Michael West, Senior City Planner; Joe Agostinelli, Southwest Michigan First; and Fritz Brown, Treystar Holdings, LLC and TOF Centreport I, LLC.

APPROVAL OF MINUTES: The minutes from the October 4, 2019 meeting were introduced for approval. A motion was offered by Barker, seconded by Herberg to approve the minutes as submitted. The motion was approved 5-0.

BUSINESS:

1. City of Portage Brownfield Redevelopment Plan Amendment No. 8, CentrePort Commons. Forth summarized the staff report dated November 15, 2019 regarding the request from Southwest Michigan First, on behalf of Treystar Holdings, LLC and TOF Centreport I, LLC, to provide assistance through the City of Portage Brownfield Redevelopment Authority (PBRA) for eligible activities including building demolition, environmental due diligence, site preparation and infrastructure improvements related to the CentrePort Commons development located at the southeast corner of Portage Road and East Centre Avenue (8015, 8043 and 8061 Portage Road and 2610 and 2700 East Centre Avenue). Forth discussed the original Brownfield Redevelopment Plan Amendment No. 6 for CentrePort Commons that was approved by City Council in March 2010 and subsequently terminated in September 2019. Mr. Forth stated that while the developer did complete building demolition, environmental due diligence, site work and infrastructure improvements in 2010, the 2008 economic downturn halted planned development of this property and since no tax increment revenue was generated within the proceeding five-year time period, the developer was not reimbursed for any of these eligible activities.

In July 2019, Forth stated the city administration approved a site plan for an approximate 12,600 square foot Bronson Primary Care medical office building at 2610 and 2700 East Centre Avenue and this project is currently under construction. Forth indicated this project represents an approximate $6 million investment and will generate new tax revenue as initially contemplated in the original 2010 CentrePort Commons Brownfield Redevelopment Plan. Forth explained the importance of redevelopment of this property given its location at the northern gateway to the Lake Centre Business District and stated a new Brownfield Redevelopment Plan Amendment is now requested by the developer to obtain reimbursement for the eligible activities that were completed back in 2010.

Forth and Agostinelli explained the tax capture anticipated during the next 10 years and Brown explained the initial investment amount, activities eligible for reimbursement and the future vision for development of the remainder of the CentrePort Commons property. Galin asked if there were other projects forthcoming. Brown stated that development interest in this corner is very active and is content with being reimbursed $147,000 of previously incurred eligible expenses. Brown also noted this property is located within an Opportunity Zone

DRAFT

and those available incentives will be utilized as well. Herberg asked if the jobs are new to Portage. Brown stated the jobs are relocating from the Angling Road facility.

After additional discussion, a motion was made by Monroe, seconded by Galin, that the Brownfield Redevelopment Authority recommend to City Council that the resolution of support involving the PBRA Brownfield Redevelopment Plan Amendment No. 8 for CentrePort Commons (8015, 8043 and 8061 Portage Road and 2610 and 2700 East Centre Avenue) be approved for tax capture in the amount of $385,737 for not more than 10 years (including five additional years if tax capture for the LBRF) subject to finalization of the Reimbursement Agreement. The motion was unanimously approved 5-0.

STATEMENT OF CITIZENS:

None

ADJOURNMENT:

There being no further business to come before the Authority, the meeting was adjourned at 8:15 a.m.

Respectfully submitted,

_____

Christopher Forth, Acting Director

T:\COMMDEV\2019- 2020 Department Files\Board Files\Brownfield\Minutes\2019 11 19 BRA minutes.docx

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT INCENTIVE POLICY

The City of Portage encourages the growth and development of the local industry and business tax base, the creation of additional job opportunities for community residents and desires to continue to provide incentives for industry and business expansion. The City Council also recognizes the essential responsibility to the community to maintain the array of public services necessary to ensure the high quality of life that exists in Portage. To facilitate tax base expansion and to fulfill these responsibilities, the City Council hereby establishes this City of Portage Brownfield Redevelopment Incentive Policy.

The City of Portage is *A Natural Place to Move.* To continue to be a community in which growth and development can prosper, the following attributes important to all industries and businesses will be maintained:

- **Low Tax Rate**. The maintenance of the lowest feasible tax rate compared to other full-service cities is essential to economic development and will facilitate expansion and job creation: A very competitive City of Portage tax rate will be continued.
- **Utility Service Rates**. The maintenance of competitive utility rates is also important to provide opportunities for continued growth and development: Cost effective rates and the efficient delivery of utility services by the City of Portage will be continued.
- **Capital Improvements**. Investments in existing public street, water and sewer infrastructure and the expansion of these public systems are necessary and will encourage additional private sector investment: The annual 10-year Capital Improvement Program budget will continue to reflect essential public improvements within the community.
- **Quality of Life Investments**. To provide opportunities for industry and business expansion and to ensure high quality of life standards, public safety, business and neighborhood services, cultural and recreational programming and related community attributes must be maintained: Quality of life investments will be continued by the City of Portage to foster a safe, *Living, Working and Learning* community.

In addition to these important locally-determined economic development and growth factors, the City Council will offer eligible industries and businesses the opportunity to apply for brownfield incentives under Michigan Statute. The City Council is desirous of fostering brownfield redevelopment to strengthen the tax base and to encourage job creation. The City Council also recognizes its fiduciary responsibility to the community to provide public services and uphold the quality of life. Periodic review of the brownfield policy is necessary to ensure consistency with the community needs and objectives.

Inquiries concerning this policy can be directed to the Department of Community Development (269.329.4477), or the Office of the City Clerk (269.329.4511) in Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan 49002.

Brownfield Redevelopment Incentive Policy

The following sections reference the framework for processing and considering brownfield redevelopment incentive applications as provided under the Brownfield Redevelopment Financing Act (PA381 of 1996, as amended). This policy, these procedures and related provisions will

assist the private investors in the ongoing effort to enhance the productive capacity of environmentally distressed, functionally obsolete or blighted buildings and properties and contribute to the health and vibrancy of the City of Portage. The following sections address --

1. The Intent of the City of Portage Brownfield Redevelopment Program
2. The General Review Criteria for Brownfield Applications
3. Brownfield Redevelopment Financial Incentives in the City of Portage
4. Brownfield Redevelopment Application Review Process
5. Amendment of the City of Portage Brownfield Plan Process
6. State of Michigan Review Process
7. Annual Report Requirements for the City and the Applicant
8. Coordination with the Kalamazoo County Brownfield Redevelopment Authority

1. The Intent of the City of Portage Brownfield Redevelopment Program

Per the resolution adopted by the City Council in July 2001, the City of Portage Brownfield Redevelopment Program was established to facilitate reuse of environmentally distressed, functionally obsolete, and/or blighted buildings and property in the community. This economic development program is intended to place vacant and/or underutilized/blighted properties back into productive use, fostering reinvestment in the city and, also, discouraging sprawl development. Consistent with the intent of PA381 of 1996, as amended, City Council established the Portage Brownfield Redevelopment Authority in August 2001 and appointed the Board of Directors of the Portage Economic Development Corporation/Tax Increment Finance Authority (EDC/TIFA) to serve as the Portage Brownfield Redevelopment Authority.

The objective of the Act is to assist in effectively addressing brownfield properties and consider the level of assistance necessary to encourage redevelopment. It is acknowledged that the greater development costs associated with a brownfield, when compared to the development costs of a property that is not environmentally contaminated, functionally obsolete, or blighted is a significant consideration in successful redevelopment and use. The State of Michigan has enacted programs to assist in brownfield redevelopment, and has authorized local units of government to capture incremental increases in local and school property tax revenues to finance eligible activities on a brownfield property including environmental response activities, demolition, public infrastructure improvements, site preparation and lead and asbestos abatement.

2. The General Review Criteria for Brownfield Applications

The City Council will evaluate brownfield redevelopment applications based on the following criteria. The criteria shall be equally applied during the review of applications from eligible property owners:

- The brownfield redevelopment will facilitate the environmental clean-up to accepted State of Michigan standards and the productive reuse of one or more distressed properties, or
- The brownfield redevelopment will facilitate the demolition and removal of a functionally obsolete building (or selective interior building demolition) and site condition, or a blighted building and site condition.
- The brownfield redevelopment involves property that is zoned for office, business or industrial use and/or is planned for office, business or industrial use in the Portage Comprehensive Plan.
- The financial incentives to be provided for the project will not result in the impairment of the operation or the financial soundness of any affected taxing unit.
- A public purpose would be served; i.e., expanded tax base as well as the multiplier effects of additional employment, income and capital investment in the community.
- The project will provide for an expansion of the employment base in the community.

- The proposed facilities will be compatible with the present and future requirements for city services such as roads, utilities and public safety.
- The applicant meets current financial obligations to the city, is in compliance with all applicable state and city codes and ordinances and has no pending or current litigation against the city (including appeals to the Michigan Tax Tribunal).

The preceding criteria are not intended to be exhaustive. The City Council reserves the right to consider such additional criteria that are intended under this policy and that are consistent with promoting the general health, safety, and welfare of the City of Portage.

3. Brownfield Redevelopment Financial Incentives in the City of Portage

The Portage City Council wishes to encourage the environmental clean-up and/or redevelopment of eligible brownfield sites by leveling the playing field between "brownfield" and "greenfield" sites. The Portage City Council will offer the following incentives to stimulate reinvestment in eligible brownfield sites.

A. Tax Increment Financing Incentive. Tax increment financing (TIF) allows the use of tax revenues that result from an increase in taxable value caused by the construction of new facilities or the rehabilitation of existing facilities. Tax revenues can then be used to fund/reimburse the cost of eligible brownfield redevelopment activities.

1. The Portage City Council will support tax increment financing if such financing is necessary for the economic feasibility of an office, commercial or industrial project on a brownfield site. Tax increment financing may be approved to reimburse the applicant only for those costs attributed to approved activities directly related to the brownfield property such as public infrastructure, storm water retention, environmental response, demolition, including reasonable interest expenses as allowed by the Act, and for related fees and costs associated with the tax increment plan, financing, scheduling, reporting and related activities. City Administration costs for review and approval of the brownfield application and plan that involve tax increment financing will be incorporated into the tax increment finance plan as allowed by the Act. The city will not borrow money or issue negotiable revenue bonds or notes to finance eligible activities.

2. In order for a project to be considered for tax increment financing, the following minimum threshold criteria must be met:

   a. The property must be zoned and/or designated for office or business use and located in a "Commercial Revitalization Area", the Downtown Development Authority, the Lake Centre subarea, or the City Centre subarea as identified in the Comprehensive Plan and meet the guidelines of the state brownfield program; OR
   b. The property must be zoned and/or designated for industrial use and located within the general industrial area identified in the Comprehensive Plan and meet the manufacturing guidelines of the state brownfield program; AND
   c. The local tax capture is limited to a maximum of 15 years or when 100% reimbursement of eligible expenses is achieved, whichever time period is shorter. Eligible expenses for projects that involve a functionally obsolete building or blighted building/property shall be limited to activities that demolish and/or remove the obsolete or blighted factors of the building/property; AND
   d. The applicant is not responsible for any existing on-site environmental contamination and/or blighted building or site conditions.

3. The City Council may increase the financial assistance and level of city participation, by granting a TIF capture period that exceeds 15 years but is not longer than 30 years, consistent with the requirements of Act 381 and objectives stated in this policy. One of the following criteria should be considered for such projects:

   a. The project is transformative and involves significant economic development benefits to the community; OR
   b. The minimum taxable value of the project upon completion will be at least $10 million; OR
   c. The project will result in the creation of: 100 or more new jobs with a *median annual salary* above 80% of the Kalamazoo County Area Median Income for a single-person household; OR 50 new jobs, *all* of which have an annual salary above 80% of the Kalamazoo County Area Median Income for a single-person household; OR
   d. Others benefits as may be determined by the City Council.

4. Brownfield Redevelopment Application Review Process

The application review process includes the following information/steps:

A. Applications shall be submitted to the Department of Community Development and include:

   1. Letter of application, together with the adopted fee.
   2. Project summary of the overall project investment and proposed job creation/retention, a preliminary site plan or site sketch, graphics or other illustrations that detail the project.
   3. Summary of environmental conditions and eligible activities that necessitate consideration of a brownfield plan amendment.
   4. Preliminary estimate of the captured taxable value and tax increment revenues from all eligible properties.
   5. Preliminary estimate of the impact of tax increment financing on the revenues of all taxing units subject to tax capture.

   The application will be promptly processed when all required information has been submitted.

B. Review of a brownfield redevelopment application will be coordinated by the Department of Community Development, with assistance from the Office of City Assessor. The Community Development Department will prepare a report that will include appropriate analyses and give consideration to the application, Michigan Statue, the General Review Criteria specified in this policy and any other pertinent considerations. If the City Manager approves the brownfield redevelopment application, the applicant will prepare an amendment to the City of Portage Brownfield Plan, which will be considered as required by Act 381 and relevant statutory requirements.

5. Amendment to the City of Portage Brownfield Plan Process

Within six months of the City Manager approval of the brownfield application, the applicant may proceed and prepare an amendment to the City of Portage Brownfield Redevelopment Plan for consideration by the city to include an additional eligible property per the following:

A. Preparation of the Brownfield Redevelopment Plan. The applicant, or designated agent, is responsible for preparing the Brownfield Redevelopment Plan consistent with the Act. The Brownfield Redevelopment Plan shall be properly completed and submitted to the Department of Community Development.

B. City Administrative Review. The Brownfield Redevelopment Plan will be reviewed by the Department of Community Development, with assistance from the Office of City Assessor. A report will be prepared and include appropriate analyses, giving consideration to the approved brownfield application, Michigan Statute, this policy and any other pertinent considerations. The review and report, together with a draft development agreement, will be provided to the Brownfield Redevelopment Authority and to City Council for consideration at the public hearing on the plan.

C. Brownfield Redevelopment Authority Review. The Authority will review the Brownfield Redevelopment Plan and related documents and develop a recommendation that will be forwarded to City Council. After review by the Authority, the plan will be forwarded to the City Council.

D. Public Hearing on the Brownfield Redevelopment Plan. City Council will hold a public hearing on the plan consistent with Act 381 including written notice to taxing units subject to tax capture.

E. Resolution adopted by City Council. After consideration of the proposal and Brownfield Redevelopment Plan, development agreement and related documents, City Council will adopt a resolution certifying the plan.

6. State of Michigan Review Process

If captured school taxes will be used to reimburse the cost of environmental response activities, or any non-environmental activities, approval of the Brownfield Redevelopment Plan and a Work Plan by the MDEQ and/or the MEDC is necessary. A Work Plan details the proposed project, specific activities to be undertaken, and the costs and time frame for completion. The MDEQ and MEDC will review the Brownfield Redevelopment Plan and Work Plan to ensure consistency with statutory, procedure and process requirements, and notify the City of Portage Brownfield Redevelopment Authority that the plan has been approved, approved with conditions, denied or if additional information is needed. The applicable state agency(ies) will approve the Tax Increment Finance Incentives, including the required Work Plans. The city and the authority will only use tax increment revenues in a manner consistent with the approval(s) granted by the applicable state agency(ies). If the plan is approved or approved with conditions by the State of Michigan, the City Council and other local units will be advised, as applicable.

7. Local Brownfield Revolving Fund

PA 381 of 1996 authorizes the creation of a Local Brownfield Revolving Fund (LBRF) that can be used for eligible activities such as: site investigation (e.g. environmental studies such as Baseline Environmental Assessments and Due Care Plans); preparation of a Brownfield Redevelopment Plan; environmental cleanup; demolition; site clearing, amongst others. The benefit of a LBRF is that it can provide funding for future brownfield redevelopment projects that require additional assistance with up front due diligence and planning costs required to prepare a Brownfield Redevelopment Plan, and/or with the cost of eligible redevelopment activities where a project may not otherwise be economically feasible.

Funding for a LBRF typically consists of funds from tax increment revenue in excess of the amount required to reimburse the developer, the local Brownfield Redevelopment Authority for administrative expenses, and the State Brownfield Redevelopment Authority. However, funding for a LBRF may also be derived from appropriations and/or grants from public and private sources. In the case of the Portage Brownfield Redevelopment Authority, the LBRF will initially be funded from tax increment revenue derived from approved Brownfield Redevelopment Plans. The LBRF will capture excess tax increment revenue for a period not to exceed five years (which must fall within the maximum 30-year capture period).

8. Annual Report Requirements for the City of Portage and the Applicant

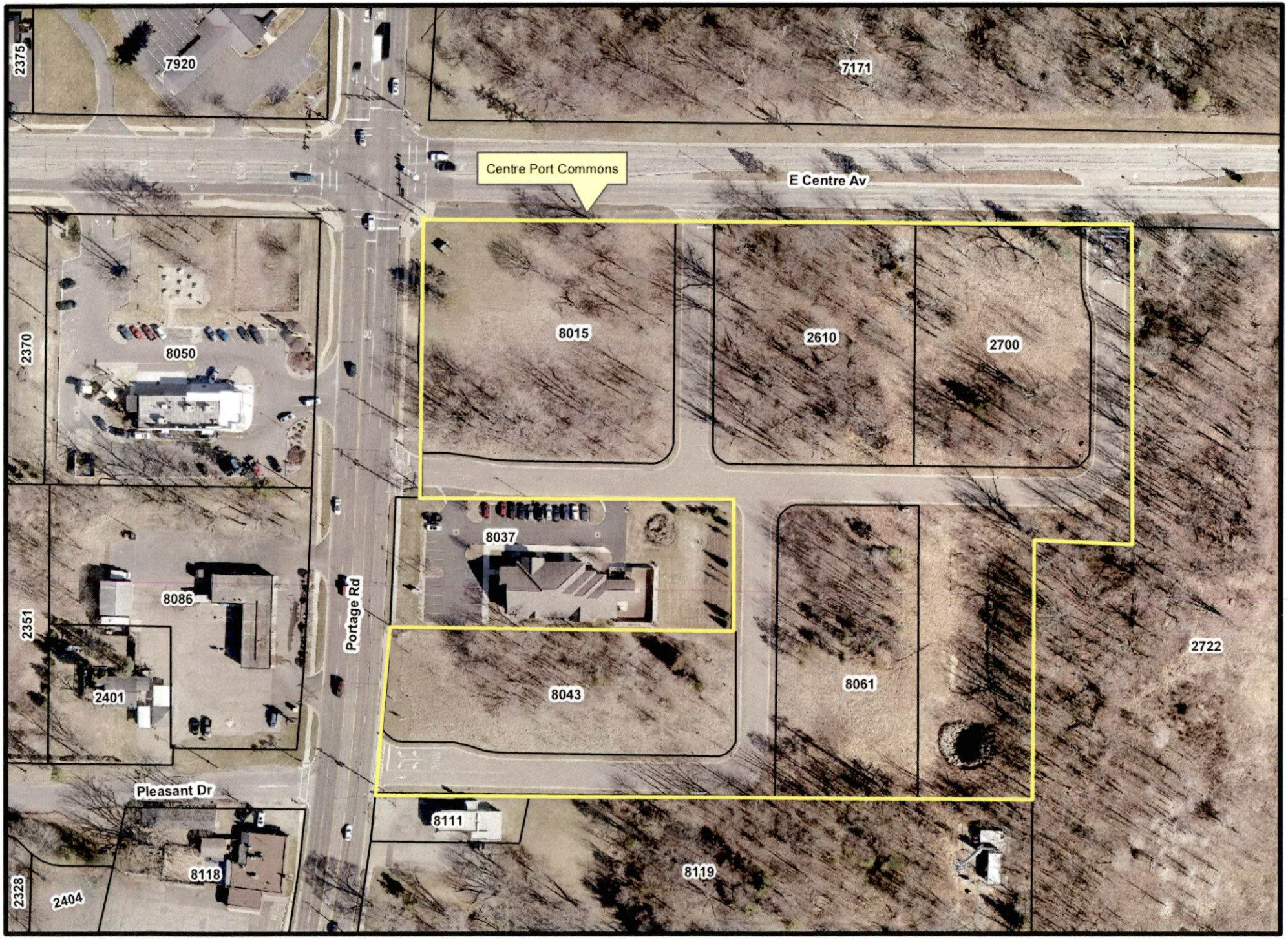
In accordance with Act 381 requirements, an annual financial report will be submitted to the City Council and the State Tax Commission on the status of the activities.

9. Coordination with Kalamazoo County Brownfield Redevelopment Authority

The Kalamazoo County Brownfield Redevelopment Authority (KCBRA) was created in 2002, which also provides incentives for brownfield redevelopment. While most KCBRA projects have occurred within Kalamazoo County townships, the City of Portage may permit a KCBRA project within the city. The KCBRA has established a Local Site Remediation Revolving Fund (LSRRF) that provides funding to assist applicants with up front expenses including environmental studies and preparation of a Brownfield Redevelopment Plan. In the event an applicant seeks approval through the KCBRA, the following criteria and process shall be utilized for the review and approval process:

- KCBRA staff reviews the initial application and consults with the City of Portage Department of Community Development regarding the project.
- KCBRA Brownfield Plans proposed within the City of Portage must be consistent with the criteria and TIF capture provisions outlined in the City of Portage Brownfield Redevelopment Incentive Policy. An additional TIF capture period will be permitted for a period of not more than five years to fund the LSRRF. Dependent on the amount of TIF capture and scope of the project, this time period may be shortened to less than five years.
- After the KCBRA reviews and approves Brownfield Plan, the plan shall be submitted to the City of Portage Department of Community Development. After review by the City Administration, the City of Portage Brownfield Redevelopment Authority will review the Brownfield Plan and make a recommendation to City Council.
- The City Council will then review the Brownfield Plan and if approved, adopt a Resolution Approving a Brownfield Plan.
- If approved by the Kalamazoo County Board of Commissioners and the State of Michigan (if applicable), the KCBRA shall provide an executed copy of the development agreement for the project and annually provide a report regarding Brownfield Plan projects within the City of Portage.

DATE OF ADOPTION BY CITY COUNCIL: June 11, 2019



Centre Port Commons Brownfield Redevelopment Plan Amendment No. 8

1 inch = 125 feet

ACT 381 BROWNFIELD PLAN

CentrePort Commons
Southeast Corner of Portage Road and Centre Ave
Kalamazoo County, City of Portage
City of Portage Brownfield Redevelopment Authority

11/19/2019

Prepared by
Southwest Michigan First
261 E. Kalamazoo Ave, Suite 200
Kalamazoo, MI 49007

Approved by the Brownfield Redevelopment Authority on _____

Approved by the Portage City Council on _____

TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property
1.2 Eligible Property Information

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Costs to Be Paid for With Tax Increment Revenues
2.2 Summary of Eligible Activities
2.3 Estimate of Captured Taxable Value and Tax Increment Revenues
2.4 Method of Financing and Description of Advances Made by the Municipality
2.5 Maximum Amount of Note or Bonded Indebtedness
2.6 Duration of Brownfield Plan
2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions
2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property
2.9 Estimates of Residents and Displacement of Individuals/Families
2.10 Plan for Relocation of Displaced Persons
2.11 Provisions for Relocation Costs
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law
2.13 Other Material that the Authority or Governing Body Considers Pertinent

EXHIBITS

FIGURES

Figure 1 Legal Description and Map of the Eligible Property

TABLES

Table 1 Eligible Activities Costs
Table 2 Tax Capture Schedule
Table 3 Reimbursement Schedule

ATTACHMENTS

Attachment A Brownfield Plan Resolutions
Attachment B Reimbursement Agreement
Attachment C Facility Verifiction
Attachment D Soil Sampling Map
Attachment E Site Plan

ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of a single parcel of approximately 8 acres, which is the subject of a five-unit site condominium known as CentrePort Commons. A portion of the site previously contained a gas station which left behind legacy contamination in the soil and groundwater qualifying the site as a "Facility". The site is in the City of Portage, which is a qualified local governmental unit ("QLGU"), in the heart of the city's growing Lake Center District.

The project involved the demolition of the former gas station, construction of new interior roads, sidewalks, sewer and stormwater infrastructure and associated stormwater management systems. A 12,706 square foot building is being built on units 2 & 3 of the CentrePort Commons development, which will be leased by Bronson Family Practice. The building features a masonry and glass façade with various roof levels and pitches. The building will have a full basement for medical record storage. It is anticipated that Units 1, 4 and 5 of CentrePort Commons will be developed with retail, office and/or commercial uses for future unknown tenants and/or owners. A proposed site plan is included as Attachment E to this brownfield plan.

The total capital investment on the Unit 2 & 3 development is expected to be approximately $6 million. Construction of the 12,706 building began in the 3rd quarter of 2019 and will be completed by the summer of 2020.

1.2 Eligible Property Information

Basis of Eligibility

The property consists of a single five-unit site condominium which is approximately 8.06 acres in size. Contamination from leaking underground storage tank(s) has been previously identified on the southern portion of the site (formerly 8043 Portage Road), which was previously occupied by a gasoline station. As a result, 8043 Portage Road is classified as a "facility" (see Attachment D).

Verification of Facility status is contained in Attachment C.

Location and Legal Description

SE Corner of Portage Road and Centre Ave Portage, MI 49002		8.06 Acres
Tax IDs:	0023-501-O; 0023-502-O; 0023-503-O; 0023-504-O; 0023-505-O	

Legal Description:
A PARCEL OF LAND SITUATION IN THE NE ¼ AND THE NW ¼ OF SEC 23, T3S, R11W; COMM AT THE N ¼ COR OF SEC23, T3S, R11W; TH S89DEG53'29"E 648.32FT ALONG THE N LI OF THE NE ¼ OF SAID SEC TO THE W LI OF THE E ½ OF THE NW ¼ OF SAID NE ¼; TH CONTINUING 2 89DEG53'29"E 170 FT ALONG SAID N LI; TH S00DEG28'10"E 50 FT PARALLEL WITH SAID W LI TO THE S ROW LI OF CENTRE AVE AND THE POB; TH CONT S00DEG28'10'E 318 FT PARALLEL WITH SAID W LI; TH N89DEG53'29"W 96.45 FT PARALLEL WITH SAID N LI TO THE E LI OF THE W 660 FT (PERPENDICULAR MEASURE) OF SAID NE ¼; TH S00DEG17'25"E 259.01 FT ALONG SAID E LI TO A POINT S00DEG17'25"E 627 FT PARALLEL WITH SAID E LI FROM THE N LI; TH N89DEG53'29"W 681.33 FT PARALLEL WITH SAID N LI TO THE CENTER LI OF PORTAGE RD; TH NORTHERLY 165.34 FT ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3125.36 FT AND A CHORD N03DEG45'51"E 165.00 FT TO A POINT S00DEG17'25"E 462 PARALLEL WITH SAID E LI FROM SAID N LI; TH S89DEG53'29"E 369.64 FT PARALLEL WITH SAID N LI TO A POINT N89DEG53'29"W 300 FT FROM SAID E LI; TH N00DEG17'25"W 132.00 FT PARALLEL WITH SAID E LI; TH N89DEG53'29"W 310 FT PARALLEL WITH SAID N LI TO THE E LI OF W 50 FT OF SAID NE ¼; TH S8989DEG53'29"E 705.47 FT ALONG SAID S ROW LI TO THE POB. CONTAINING 8.09 ACRES OF LAND. PARCEL SUBJECT TO HIGHWAY EASEMENT FOR PORTAGE RD.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse Treystar Holdings, LLC ("Developer:") for the cost of eligible activities as authorized by the Brownfield Redevelopment Financing Act (Act 381). Eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities to be reimbursed under this plan are limited to $172,000. Authority administrative costs are anticipated to be $17,255. Capitalization of the Local Brownfield Revolving Fund is estimated to be $172,000. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Non-Environmental Activities

Because the City of Portage is a QLGU, non-environmental costs ("Michigan Strategic Fund ("MSF") Eligible Activities") can be reimbursed through a brownfield plan. This plan will provide for reimbursement of eligible demolition; lead, asbestos & mold abatement, site preparation and/or infrastructure improvements.

Authority Expenses

Actual eligible costs incurred by the City of Portage Brownfield Redevelopment Authority (PBRA) are included in this plan as an eligible expense. These expenses will be reimbursed with local tax increment revenues only.

2.2 Summary of Eligible Activities

2.2..1 Demolition

Demolition activities included the removal of an abandoned gasoline station and its related features such as awnings, piping, electrical conduit, and surfacing. The total cost of demolition was $18,821.

2.2..2 Infrastructure Improvements

Infrastructure improvement activities included the installation of 400 linear feet of public sewer main through the "facility" portion of development. Additionally, infrastructure improvement activities included the construction of an urban stormwater management system. Costs under this category included the excavation and construction of a stormwater retention and infiltration basin and associated collection structures and piping.

The City of Portage also intends to obtain an easement from the developer on a small portion of the property at the corner of Portage Road and Centre Ave and install new signage for the Lake Center business district.

The total cost of these infrastructure improvement is anticipated to be $111,500.

2.2..3 Site Preparation

Site Preparation activities included soil removal and fill, clearing and grubbing, site grading and surveying along with engineering and design related to eligible activities. The cost of site preparation activities was $81,287.

2.2..4 Local Brownfield Revolving Fund

The Authority intends to capture non-school tax increments for deposit in the local brownfield revolving fund for a full five years, however the dollar amount is limited to the amount of eligible activities included in this brownfield plan. This capture is estimated to be $172,000

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 9 years consistent with current city policy which limits the duration of developer reimbursement to 15 years, plus five full years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of the property will be completed in 2019 and that full recapture of eligible costs and eligible administrative costs of the authority through TIR will be completed within 6 years.

While eligible activities previously incurred and to be incurred in the future exceed $200,000, reimbursement to the developer is limited to $147,000 under this plan while the City of Portage will then be reimbursed up to $25,000 for their infrastructure improvements. As a result, capture to the LBRF is limited to the total eligible activities included in this plan, which is $172,000 or 5 full years as required by Act 381.

Capture of TIR is expected to begin in 2020, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property consists of a single five-unit site condominium which is approximately 8 acres in size and is located at the southeast corner of Portage Road and Centre Ave. A legal description of the property along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcel is considered "eligible property" due to the presence of contaminants, specifically benzene, ethylbenzene, xylene and trimethylbenzene isomers in soil and groundwater at concentrations in excess of the most stringent applicable MDEQ GRCC. Therefore, the property is a "Facility" as defined by Part 201.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figure 1

Legal Description and Eligible Property Map

Legal Description:

A PARCEL OF LAND SITUATION IN THE NE ¼ AND THE NW ¼ OF SEC 23, T3S, R11W; COMM AT THE N ¼ COR OF SEC23, T3S, R11W; TH S89DEG53'29"E 648.32FT ALONG THE N LI OF THE NE ¼ OF SAID SEC TO THE W LI OF THE E ½ OF THE NW ¼ OF SAID NE ¼; TH CONTINUING 2 89DEG53'29"E 170 FT ALONG SAID N LI; TH S00DEG28'10"E 50 FT PARALLEL WITH SAID W LI TO THE S ROW LI OF CENTRE AVE AND THE POB; TH CONT S00DEG28'10'E 318 FT PARALLEL WITH SAID W LI; TH N89DEG53'29"W 96.45 FT PARALLEL WITH SAID N LI TO THE E LI OF THE W 660 FT (PERPENDICULAR MEASURE) OF SAID NE ¼; TH S00DEG17'25"E 259.01 FT ALONG SAID E LI TO A POINT S00DEG17'25"E 627 FT PARALLEL WITH SAID E LI FROM THE N LI; TH N89DEG53'29"W 681.33 FT PARALLEL WITH SAID N LI TO THE CENTER LI OF PORTAGE RD; TH NORTHERLY 165.34 FT ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3125.36 FT AND A CHORD N03DEG45'51"E 165.00 FT TO A POINT S00DEG17'25"E 462 PARALLEL WITH SAID E LI FROM SAID N LI; TH S89DEG53'29"E 369.64 FT PARALLEL WITH SAID N LI TO A POINT N89DEG53'29"W 300 FT FROM SAID E LI; TH N00DEG17'25"W 132.00 FT PARALLEL WITH SAID E LI; TH N89DEG53'29"W 310 FT PARALLEL WITH SAID N LI TO THE E LI OF W 50 FT OF SAID NE ¼; TH S8989DEG53'29"E 705.47 FT ALONG SAID S ROW LI TO THE POB. CONTAINING 8.09 ACRES OF LAND. PARCEL SUBJECT TO HIGHWAY EASEMENT FOR PORTAGE RD.

Table 1

Eligible Activities Costs

Local Only Eligible Activities Costs and Schedule		
Local Only Eligible Activities	**Cost**	**Completion Season/Year**
Demolition		
Demolition of abandoned gas station structures	$ 18,821	Spring 2010
Sub-Total - Demolition	**$ 18,821**	
Infrastructure Improvements		
Urban Stormwater Management System	$ 46,700	Spring 2010
Sanitary Sewer	$ 39,800	Spring 2010
City of Portage Signage	$ 25,000	Summer 2020
Subtotal – Infrastructure	**$ 111,500**	
Site Preparation		
Geotechnical Engineering, Surveying and Design	$ 22,437	Winter 2010
Soil Removal/Fill	$ 17,150	Spring 2010
Clearing and Grubbing	$ 9,800	Spring 2010
Grading	$ 31,900	Spring 2010
Sub-Total – Site Prep	**$ 81,287**	
Local Only Eligible Activities Total	**$ 211,608**	

Table 2

Tax Capture Schedule

Tax Increment Revenue Capture Estimates
CentrePort Commons

Portage, Michigan
November 19, 2019

Estimated Taxable Value (TV) Increase Rate: 2.0%

Plan Year	1	2	3	4	5	6	7	8	9	10	TOTAL
Calendar Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
*Base Taxable Value	$ 368,157	$ 368,157	$ 368,157	$ 368,157	$ 368,157	$ 368,157	$ 368,157	$ 368,157	$ 368,157	$ 368,157	
Estimated New TV	$ 402,169	$ 1,640,851	$ 1,673,668	$ 1,707,141	$ 1,741,284	$ 1,776,110	$ 1,811,632	$ 1,847,864	$ 1,884,822	$ 1,922,518	
Incremental Difference (New TV - Base TV)	**$ 34,012**	**$ 1,272,694**	**$ 1,305,511**	**$ 1,338,984**	**$ 1,373,127**	**$ 1,407,953**	**$ 1,443,475**	**$ 1,479,707**	**$ 1,516,665**	**$ 1,554,361**	

Local Capture	Millage Rate											
City of Portage	10.8205	$ 368	$ 13,771	$ 14,126	$ 14,488	$ 14,858	$ 15,235	$ 15,619	$ 16,011	$ 16,411	$ 16,819	$ 137,707
KVCC	2.8089	$ 96	$ 3,575	$ 3,667	$ 3,761	$ 3,857	$ 3,955	$ 4,055	$ 4,156	$ 4,260	$ 4,366	$ 35,747
KRESA Allocated	0.1444	$ 5	$ 184	$ 189	$ 193	$ 198	$ 203	$ 208	$ 214	$ 219	$ 225	$ 1,838
KRESA Operating	2.8946	$ 98	$ 3,684	$ 3,779	$ 3,876	$ 3,975	$ 4,075	$ 4,178	$ 4,283	$ 4,390	$ 4,499	$ 36,838
KRESA Enhancement	1.5000	$ 51	$ 1,909	$ 1,958	$ 2,008	$ 2,060	$ 2,112	$ 2,165	$ 2,220	$ 2,275	$ 2,332	$ 19,090
KRESA Special Ed	1.4988	$ 51	$ 1,908	$ 1,957	$ 2,007	$ 2,058	$ 2,110	$ 2,163	$ 2,218	$ 2,273	$ 2,330	$ 19,074
KRESA CTE	1.0000	$ 34	$ 1,273	$ 1,306	$ 1,339	$ 1,373	$ 1,408	$ 1,443	$ 1,480	$ 1,517	$ 1,554	$ 12,726
County Operating	4.6810	$ 159	$ 5,957	$ 6,111	$ 6,268	$ 6,428	$ 6,591	$ 6,757	$ 6,927	$ 7,100	$ 7,276	$ 59,573
CCTA Transit	0.7500	$ 26	$ 955	$ 979	$ 1,004	$ 1,030	$ 1,056	$ 1,083	$ 1,110	$ 1,137	$ 1,166	$ 9,545
KCTA Transit	0.3145	$ 11	$ 400	$ 411	$ 421	$ 432	$ 443	$ 454	$ 465	$ 477	$ 489	$ 4,002
Portage Library	2.0000	$ 68	$ 2,545	$ 2,611	$ 2,678	$ 2,746	$ 2,816	$ 2,887	$ 2,959	$ 3,033	$ 3,109	$ 25,453
County Public Safety	1.4472	$ 49	$ 1,842	$ 1,889	$ 1,938	$ 1,987	$ 2,038	$ 2,089	$ 2,141	$ 2,195	$ 2,249	$ 18,418
County Housing	0.0998	$ 3	$ 127	$ 130	$ 134	$ 137	$ 141	$ 144	$ 148	$ 151	$ 155	$ 1,270
County Senior	0.3500	$ 12	$ 445	$ 457	$ 469	$ 481	$ 493	$ 505	$ 518	$ 531	$ 544	$ 4,454
Local Total	**30.3097**	**$ 1,031**	**$ 38,575**	**$ 39,570**	**$ 40,584**	**$ 41,619**	**$ 42,675**	**$ 43,751**	**$ 44,850**	**$ 45,970**	**$ 47,112**	**$ 385,737**

Non-Capturable Millages	Millage Rate											
Portage School Debt	7.3500	$ 250	$ 9,354	$ 9,596	$ 9,842	$ 10,092	$ 10,348	$ 10,610	$ 10,876	$ 11,147	$ 11,425	$ 93,540
County Juvenile Home Debt	0.1873	$ 6	$ 238	$ 245	$ 251	$ 257	$ 264	$ 270	$ 277	$ 284	$ 291	$ 2,384
KRESA Debt	0.3650	$ 12	$ 465	$ 477	$ 489	$ 501	$ 514	$ 527	$ 540	$ 554	$ 567	$ 4,645
State Education Tax (SET)	6.0000	$ 204	$ 7,636	$ 7,833	$ 8,034	$ 8,239	$ 8,448	$ 8,661	$ 8,878	$ 9,100	$ 9,326	$ 76,359
School Operating Tax	17.8182	$ 606	$ 22,677	$ 23,262	$ 23,858	$ 24,467	$ 25,087	$ 25,720	$ 26,366	$ 27,024	$ 27,696	$ 226,763
Total Non-Capturable Taxes	**31.7205**	**$ 1,079**	**$ 40,370**	**$ 41,411**	**$ 42,473**	**$ 43,556**	**$ 44,661**	**$ 45,788**	**$ 46,937**	**$ 48,109**	**$ 49,305**	**$ 403,691**
Total Tax Increment Revenue (TIR) Available for Capture		$ 1,031	$ 38,575	$ 39,570	$ 40,584	$ 41,619	$ 42,675	$ 43,751	$ 44,850	$ 45,970	$ 47,112	**$ 385,737**

Footnotes:
*Personal Property tax increment, if any, will be captured however is not contemplated in this tabl

Table 3

Reimbursement Schedule

Tax Increment Revenue Reimbursement Allocation Table
CentrePort Commons
Portage, Michigan
November 19, 2019

Estimated Total Years of Plan: 10

Estimated Capture	$ 385,737
Administrative Fees	$ 17,976
State Brownfield Redevelopment Fund	N/A
Developer Reimbursement	$ 147,000
City Reimbursement	$ 25,000
Local Brownfield Revolving Fund	$ 172,000

		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	TOTAL
Total Local Incremental Revenue		$ 1,031	$ 38,575	$ 39,570	$ 40,584	$ 41,619	$ 42,675	$ 43,751	$ 44,850	$ 45,970	$ 47,112	$ 385,737
BRA Administrative Fee (5%)		$ 48	$ 1,798	$ 1,844	$ 1,891	$ 1,940	$ 1,989	$ 2,039	$ 2,090	$ 2,142	$ 2,196	$ 17,976
Local TIR Available for Reimbursement		**$ 983**	**$ 36,777**	**$ 37,726**	**$ 38,693**	**$ 39,680**	**$ 40,686**	**$ 41,712**	**$ 42,759**	**$ 43,827**	**$ 44,917**	$ 367,760
Local Only Costs	*$ 172,000*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
Treystar Holdings, LLC	$ 147,000	$ 983	$ 36,777	$ 37,726	$ 38,693	$ 32,821						$ 147,000
City of Portage	$ 25,000					$ 6,858	$ 18,142					$ 25,000
Total Local Only Reimbursement Balance		*$ 171,017*	*$ 134,240*	*$ 96,514*	*$ 57,821*	*$ 25,000*	*$ 6,858*					
Total Annual Reimbursement		*$ 983*	*$ 36,777*	*$ 37,726*	*$ 38,693*	*$ 39,680*	*$ 18,142*	*$ -*	*$ -*	*$ -*	*$ -*	$ 172,000
												$ -
LOCAL BROWNFIELD REVOLVING FUND												$ -
LBRF Deposits *		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	$ -
Total LBRF Capture (Local Only)	*$ -*	*$ -*				*$ -*	*$ 22,544*	*$ 41,712*	*$ 42,759*	*$ 43,827*	*$ 21,157*	$ 172,000

Footnotes:
* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from DEQ & Local TIR only.
* Capture to the LBRF shall not exceed the total amount of Eligible Activities included in the brownfield plan

Attachment A

Brownfield Plan Resolutions

CITY OF PORTAGE, COUNTY OF KALAMAZOO

RESOLUTION APPROVING AN AMENDED BROWNFIELD REDEVELOPMENT PLAN BY ADDING BROWNFIELD PLAN NO. 8 FOR THE CITY OF PORTAGE PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN 1996, AS AMENDED

At a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall, on the _____ day of _____, 2019, at 7:00 p.m.

PRESENT:_____

ABSENT:_____

Resolution offered by Councilmember _____ and seconded by Councilmember _____.

WHEREAS, the Brownfield Redevelopment Authority (the Authority) of the City of Portage, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the Act), has approved Brownfield Plan No. 8 (8015, 8043 and 8061 Portage Road and 2610 and 2700 East Centre Avenue) pursuant to and in accordance with Section 13 of the Act as an amendment to the Brownfield Redevelopment Plan approved by the Council on September 4, 2001.

WHEREAS, the Authority has, at least ten (10) days before the meeting of the City Council at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the Taxing Jurisdictions) about the fiscal and economic implications of the proposed Financing Plan, and the Council has provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Section 14(1) of the Act; and

WHEREAS, the Council makes the following determinations and findings:

A. The Amended Plan constitutes a public purpose under the Act;

B. The Amended Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;

C. The amount of captured taxable value estimated to result from adoption of the plan is reasonable;

D. The owner and/or developer of the property which is included in the Amended Plan shall finance all eligible activities under the Amended Plan and the Authority shall not issue any notes or bonds related to this Amended Plan.

WHEREAS, as a result of its review of the Amended Plan and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Council desires to proceed with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Amended Plan Approved.** Pursuant to the authority vested in the City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Amended Plan is hereby approved in the form attached as Exhibit A to this Resolution.

2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION ADOPTED: _____

_____
Adam Herringa, City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF KALAMAZOO)

I, the undersigned duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ___ day of _____, 2019, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ___ day of _____, 2019.

_____
Adam Herringa, City Clerk

Prepared by:
Randall L. Brown
Portage City Attorney
1662 East Centre Avenue
Portage, Michigan 49002

Approved as to Form:

Date: 11/14/2019
By: _____
City Attorney

Attachment B

Reimbursement Agreement

BROWNFIELD REIMBURSEMENT AGREEMENT

This BROWNFIELD REIMBURSEMENT AGREEMENT ("Agreement") is made this day of_____, 2019, by and between Treystar Holdings, LLC, a Michigan limited liability company, with offices at 161 E. Michigan Avenue, Suite 400, Kalamazoo, Michigan 49007 (the "Developer"), and the City of Portage Brownfield Redevelopment Authority (the "Authority"), established by the City of Portage with its office at 7900 S. Westnedge Avenue, Portage, MI 49002.

RECITALS

A. The Authority was created by the City of Portage (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381" or the "Brownfield Act"), and, pursuant to Act 381, the Authority has prepared a Brownfield Plan which was duly approved by the City Council of the City (the "Brownfield Plan").

B. The Developer previously owned and developed property in the City addressed as 8015, 8043 and 8061 Portage Road and 2610 and 2700 East Centre Avenue (a five-unit site condominium project known as CentrePort Commons), City of Portage, County of Kalamazoo, Michigan and which is legally described in the attached Exhibit A and which is included in the Brownfield Plan as being a "facility" as defined in Act 381 (the "Property").

C. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value to brownfield sites constituting Eligible Property (as defined under Act 381) resulting from their redevelopment to pay or reimburse the payment of costs in conducting Eligible Activities (as defined under Act 381) and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs (as defined under Act 381) it has incurred.

D. The Developer is requesting to be reimbursed for certain Eligible Activities that were completed on the Property in 2010 in anticipation of the future development of the Property, in an amount not to exceed One Hundred Forty-seven Thousand Dollars ($147,000.00). These Eligible Activities are all described in the City of Portage Brownfield Redevelopment Authority Brownfield Plan for the Property dated November 19, 2019 (the "Brownfield Amendment"), attached as Exhibit B. The Eligible Activities have the effect of assisting in the redevelopment of the Property, maintaining and increasing employment within the City, increasing tax base within the City and otherwise enhancing the economic vitality and quality of life in the City. Currently, TOF Centreport I, LLC, a Michigan limited liability company ("TOF") is constructing an approximate 12,600 sq. ft. medical office building (the "Project") on 2610 and 2700 East Centre Avenue (units 2 and 3 of the CentrePort Condominium).

E. Act 381 permits the use of the real property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to which the Authority is entitled to receive to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "Eligible Activities".

F. By completing the Eligible Activities on the Property, the Developer incurred costs of performing the Eligible Activities.

G. In accordance with Act 381, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the Property resulting from its redevelopment to which the Authority is entitled to receive (the "Tax Increment Revenues" or the "TIR") to reimburse the Developer for the Eligible Costs.

I. The parties are entering into this Agreement to establish the terms and procedure for such reimbursement.

J. TOF enters into this Agreement for the limited purpose of executing the Landowner Consent and Waiver attached hereto as Exhibit C.

AGREEMENTS

NOW, THEREFORE, the parties agree with each other as follows:

1. **Definitions.** Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used.

2. **The Plans**. The Authority has approved the Brownfield Plan and the Developer hereby also approves the Brownfield Plan. To the extent provisions of the Brownfield Plan and any subsequent amendments conflict with this Agreement, and as it may be amended, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan and any subsequent amendments or this Agreement conflicts with the Brownfield Act, as amended, the Brownfield Act controls.

3. **Construction of Project**. The Developer acknowledges and represents, and the Authority and the City agree, that the reimbursements to be paid to Developer hereunder are conditioned on TOF's completion of the Project. TOF shall, at its own cost, have the sole right and responsibility to develop, construct and complete the development of the Project in accordance with site plans and permits approved by the City. All development improvements performed by TOF for the Project shall comply, in all respects, with all of the City's regulations including, but not limited to, zoning ordinances and building code, as well as all applicable federal, state, city, local and municipal rules, regulations and laws. If TOF fails to complete the Project in accordance with the terms of this paragraph, the Authority shall be permitted to withhold reimbursements to Developer until such time that the Project or a similar project approved by the City is completed.

4. **Submission of Plans and Permit Applications.** The Developer submitted all required plans and applications required by the City and its engineers for the Project and the Developer obtained all required permits and approvals, paid all applicable fees, and the Developer completed the Eligible Activities in accordance with the Brownfield Plan.

5. **Construction of Certain Improvements by the Developer.** The Developer asserts that Eligible Activities described in the Brownfield Plan for which

Developer seeks reimbursement have been completed. Upon request of the Developer, the Authority and the City shall execute and deliver to the Developer a Certificate of Completion (the "Certificate of Completion"). When issued, the Certificate of Completion, except for any items to be completed or corrected as set forth therein, shall be a conclusive determination by the Authority and City of their satisfaction with respect to the obligations of the Developer and their satisfaction that the Eligible Activities have been completed in accordance with the provisions of this Agreement.

6. **Authority Costs and Expenses.** All legal and consulting fees, and other expenses incurred by the Authority (including administrative and operating costs as described in Section 14 hereof) in connection with the Brownfield Plan, this Agreement or the Project, other than reimbursement to the Developer for approved expenses of Eligible Activities, shall be reimbursable annually to the Authority from the Tax Increment Revenues in an amount not to exceed 5% of available TIR.

7. **Reserved**.

8. **Reserved**.

9. **Reserved**.

10. **Reserved**.

11. **Source of Tax Increment Revenues**. All millages, unless otherwise excluded or exempt from capture pursuant to the Brownfield Act, will be captured by the Authority, and the TIR generated by such capture shall be available to the Authority for purposes of the Brownfield Plan and to make the reimbursement payments required under this Agreement.

12. **Determination of Eligible Activities Qualified for Reimbursement.**

    a. All costs of Eligible Activities attributable to the Property for which the Developer seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:

        i. The Eligible Activity and the cost of the Eligible Activity is included in the Brownfield Plan approved by the Authority or any amendment or supplement thereto approved by the Authority, and the Eligible Activity was conducted in accordance with the terms of the Brownfield Plan, this Agreement, and all applicable state and federal laws and regulations.

        ii. The cost of the Eligible Activity is payable from Tax Increment Revenues only after reimbursement to Authority of the Authority's Administrative and Operating Costs as set forth in Sections 6 and 14.

    b. Developer understands and agrees that any reimbursement of the Developer by or on behalf of the Authority of any expenses for approved activities shall be only for "Eligible Activities" as defined in

Act 381, and the Brownfield Plan and for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of the Developer shall only occur to the extent that Tax Increment Revenues are generated from the Property and those Tax Increment Revenues are available under Act 381 and this Agreement for the making of reimbursements to the Developer.

c. Pursuant to the Brownfield Plan, the Authority shall capture the Tax Increment Revenues generated from real and personal property taxes allowed by law on the Property beginning in 2020 and continuing thereafter unless eliminated or otherwise modified by this Agreement, the total which shall not exceed One Hundred Forty-Seven Thousand Dollars ($147,000.00), but no later than 2029. This Agreement shall terminate the earlier of the date when all reimbursements required under this Agreement have been made or the Brownfield Plan has expired.

13. <u>Authority Reimbursement Payments to Developer</u>.

a. From time to time, but not more frequently than quarter-annually without approval of the Authority, the Developer may submit to the Authority a certification of costs of Eligible Activities paid or incurred for reimbursement in accordance with this Agreement and the Brownfield Plan. Such certification shall include a narrative of the approved activities performed and an explanation of why such activities qualify for reimbursement under this Agreement, a representation and warranty of the Developer that all activities for which reimbursement is sought qualify as Eligible Activities under Act 381, copies of all documents or reports for whose preparation payment is requested, a copy of invoices for the work described in such certification, and any substantiating documentation for such invoices that is requested by the Authority.

b. Within thirty (30) days of its receipt of such statement and supporting invoices, the Authority shall review the submission to confirm that such activities qualify for reimbursement under this Agreement and the Brownfield Plan and advise the Developer in writing if any activities do not so qualify including the specific reasons why the Authority believes that such activities do not so qualify.

c. Subject to Section 14 below, to the extent that such submission is approved by the Authority Board, the Authority shall thereafter cause the Developer to be paid the amounts approved within forty-five (45) days, but only to the extent that Tax Increment Revenues attributable to the Property are available. If sufficient Tax Increment Revenues attributable to the Property are not available at the time such submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Authority and that are not otherwise allowed to be used for purposes permitted by Section 14 below.

d. To the extent that any portion of such submission is not approved, any

authorized representative of the Authority and the Developer shall, within fourteen (14) days upon the request of either party, meet promptly to discuss the reasons the submission was not approved and the conditions pursuant to which the Developer can obtain approval of such disallowed request.

e. No interest or other charge shall accrue or attach to any reimbursement payment agreed to by Authority under this Agreement.

f. The Authority shall have no obligation to reimburse the Developer for Eligible Costs for Tax Increment Revenue captured and received by the Authority after 2029. This Agreement is limited to Tax Increment Revenue captured and received by the Authority for tax years 2020-2029.

14. Authority Administrative and Operating Costs.

a. The Authority may retain funds to pay administrative and operating costs of the AUTHORITY from the annual Tax Increment Revenues attributable to the Property. The amount the Authority may retain shall not exceed the actual administrative operating costs or the amounts permitted by Act 381, and for funding of the Local Site Remediation Revolving Fund to the extent permitted by applicable law and the Brownfield Plan. In no event shall the Authority retain more than 5% of the available Tax Increment Revenues in any given year.

b. The amount retained pursuant to this Section 14 may be generated only from Tax Increment Revenues attributable to the levies of Local Taxes upon the Property.

c. All amounts captured by the Authority that exceed the lesser of actual Authority administrative costs or the 5% limitation on administrative expense reimbursement shall be redistributed for reimbursement to the Developer to pay for Eligible Activities as authorized by the Brownfield Plan.

d. The Authority may retain the amount permitted by this Section 14 prior to making any reimbursement under Section 13 to the Developer. To the extent Tax Increment Revenues are not available from levies of Local Taxes for any year in an amount sufficient to make the reimbursement under this Section 14 for that year, the shortfall may be reimbursed from any subsequent years' Tax Increment Revenues attributable to the Property after reimbursements required under this Section 14 and Section 13 are made for the year in question.

15. Reserved.

16. Property Tax Appeal or Exemption.

a. In the event that TOF, or its successor in title to the portion of the Property where the Project is located, files an appeal with the Michigan Tax Tribunal related to the taxable value of the Property, or an application to exempt such portion of the Property from ad valorem taxes, the Authority may do either

of the following:

i. Remit tax reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal or application for exemption until resolution of the appeal or application **and** hold any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal or exemption in a separate account of the Authority until the pending appeal or application is adjudicated; and once any tax appeals or application for exemption are adjudicated, either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or make payments pursuant to Sections 13 and 14 of this Agreement, or

ii. If the Authority reasonably determines, after notice to the Developer and an opportunity for the Developer to discuss the issues with the Authority, that the taxable value being sought pursuant to the appeal or application for exemption will so diminish or negatively change the benefit of the Project to the taxing jurisdictions involved that the original expectations will no longer exist or be substantially diminished, the Authority may determine that the Developer is ineligible to receive any further reimbursement under this Agreement and hold any Tax Increment Revenue that is collected but not remitted as a result of this provision in a separate account of the Authority until the pending appeal is adjudicated. If the appeal or application for exemption results in a Property valuation that is substantially consistent with the Brownfield Plan and if TOF completes the Project as contemplated by this Agreement, then the Authority shall make payments pursuant to Sections 13 and 14 of this Agreement.

b. In no event will the Developer be required to return reimbursement payments made by the Authority to Developer. No sanctions hereunder will accrue to Developer in the event it files an action in the Michigan Tax Tribunal with respect to the property in order to correct a clerical error of the Assessor, such as an error in addition or subtraction.

17. **Municipal Representatives not Personally Liable.** No Authority Board Member, City Council member or any other official, employee, agent, consultant, advisor, attorney or representative of the Authority or City shall be personally liable to Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

18. **Release and Indemnification.** The parties agree as follows:

a. Except to the extent any of the following arises from or relates to the fraud, intentional misconduct or negligence of the Authority or the City, or any of their respective officials, employees, agents, consultants, advisors, attorneys or representatives, Developer releases from and covenants and agrees that the Authority and the City and their governing body members, officers, employees, agents, consultants, advisors, attorneys and

representatives shall not be liable for, and Developer agrees to indemnify, defend and hold harmless the officers, employees, agents, consultants, advisors, attorneys and representatives thereof against any losses, demands, claims, actions, causes of assessments, suits, judgments, damages, liabilities, penalties, costs and expenses (including without limitation the fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by the Authority or the City or an above-listed person and which are resulting from, relating to, or arising out of any of the following:

i. any defect in the design or construction of the Project, or the negligence or willful misconduct of Developer, its agents or independent interests in connection with the construction of the Project;

ii. The capture and use of Tax Increment Revenues, including any order, ruling, or instruction to repay or refund the State of Michigan or any other taxing jurisdiction for any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement made in excess of the amount of Tax Increment Revenues the Authority is determined by the State, any agency thereof or by a court to be allowed by law to use for such reimbursement;

iii. Any act or omission of the Developer with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Property, including any failure by the Developer to take any affirmative action to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition;

iv. Any release of a hazardous substance or any other contaminant on the Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any state or federal environmental law or regulation caused or due to act by the Developer or in any way related to the Property; or

v. The Eligible Activities for the Property.

b. Notwithstanding anything herein to the contrary, neither the Authority nor City shall be liable to Developer for damages arising in any way from a declaration or a final judgment by a court of competent jurisdiction that all or any portion of the Brownfield Act is unconstitutional or that the Brownfield Plan in whole or in part are invalid.

c. All covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Developer and not of any member, director, officer, agent, servant or employee of Developer

in their individual capacities.

d. Subject to subsection (e) below, the Authority may, at its discretion and without consent of the Developer, set-off any amount owing to the Developer under this Agreement to satisfy any indemnification obligation of the Developer under this Section.

e. Prior to set-off of any amount owing to the Developer to satisfy any indemnification obligation of the Developer under this Section, the Developer shall be provided an opportunity to address the Authority and the Authority shall determine whether the exercise of the rights of set-off provided under subsection (d) is necessary to protect the interests of the Authority.

19. **Environmental.** Developer warrants and represents as follows:

a. Developer agrees to comply in all material respects with all environmental laws and regulations applicable to the Project, and further agrees, except as is in compliance with applicable laws, not to knowingly place or dispose of, or knowingly cause to be placed or disposed of, any toxic or hazardous substances (as defined in subsection (d) below) ("Hazardous Substances") on the Property, and not knowingly manufacture, store, use, treat or dispose of such substances, or permit any manufacturing, storage, use, treatment or disposal of any Hazardous Substances on the Property.

b. "Hazardous Substances" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, asbestos or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.),; (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local governmental law, ordinance, rule or regulation.

c. No portion of the funds or benefits received by Developer pursuant to this Agreement or otherwise received by Developer in connection with Act 381 and the Project shall operate or be used to subsidize response activities that would benefit a liable party at the Property, under the standards of the Michigan Natural Resources and Environmental Protection Act or other similar federal law, or otherwise relieve such a liable party of such obligation.

20. **Representations of the Authority and the City.** The Authority represents and

warrants that:

a. Organization and Authority. It: (i) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement; and (ii) has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute its legal, valid and binding obligation of it, enforceable in accordance with its terms, subject to applicable insolvency laws.

b. No Defaults or Violations of Law. The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which it is a party or by which it is bound or any charter, or any of the rules or regulations applicable to it, subject to applicable insolvency laws.

c. Pending Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of it is threatened against it, except claims which if adversely determined will not, in the opinion of its counsel, materially and adversely affect the financial condition or operations of it. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of it, threatened against it seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by it or which would in any manner challenge or adversely affect its existence or powers to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by it of the terms and provisions of this Agreement.

21. Representations, Warranties and Agreements of Developer. Developer represents, warrants and agrees that:

a. Organization and Authority. It: (i) is duly organized under the laws of the state of its incorporation or organization, and is authorized to do business in and is in good standing under the laws of the State of Michigan; (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement; and (iii) has been authorized by all necessary corporate or member action to execute and deliver this Agreement, enforceable in accordance with its terms, subject to applicable insolvency laws.

b. No Defaults or Violations of Law. The execution and delivery of this Agreement by it will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which it is a party or by which it is bound or its respective articles of incorporation, bylaws, articles of organization, operating agreement, or any of the rules or regulations applicable to it of any court or other governmental body, subject to applicable insolvency laws.

c. Pending Litigation. No litigation, proceedings or investigations are pending or, to its knowledge, threatened against it, except claims that if

adversely determined will not, in the opinion of its counsel, materially and adversely affect its financial condition or its operations. In addition, no litigation, proceedings or investigations are pending or, to its knowledge, threatened against it seeking to restrain, enjoin or in any way limit its approval and delivery of this Agreement or which would in any manner challenge or adversely affect its entity existence or powers to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by it of the terms and provisions of this Agreement.

d. Power and Authority. Developer possesses all necessary power and authority to fully implement and carry out all foreseeable obligations and duties imposed upon it under this Agreement.

e. Not Liable Party. With respect to the Property, Developer is not a party liable under section 20126 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126.

f. Eligible Property. The Property qualifies as Eligible Property under Act 381.

22. **Unavoidable Delays (Force Majeure).** Each party shall diligently perform its respective duties as set forth herein. However, notwithstanding anything to the contrary in this Agreement, no party shall be deemed to be in default in the performance of such duties including failure to complete any obligations by specific deadline dates, if and so long as nonperformance of such duty shall be directly caused by fire or other casualty, national emergency, condemnations, enemy action, civil commotion, labor disputes, strikes, lockouts, war or national defense preemptions, acts of God, action or non-action by public utilities or of local city, state or federal governments, changes in law, litigation, environmental conditions on the Project not discovered during any due diligence period or any other similar cause beyond the reasonable control of such party (herein referred to as an "Unavoidable Delay"), and the time limit for such performance shall be extended for a period equal to the time period of such Unavoidable Delay; provided, however, that the party unable to perform (the "Non-Performing Party") shall provide written notice to the other party to which duty is owed within ten (10) days after notice to such Non-Performing Party of its failure to perform or within ten (10) days after the Non-Performing Party otherwise becomes aware that an Unavoidable Delay with respect to one of its duties has occurred or will likely occur, whichever shall first occur, of the existence and nature of such Unavoidable Delay. Thereafter, the Non-Performing Party shall, from time to time, keep the other party to which such duty is owed reasonably informed of all developments concerning the Unavoidable Delay and the nonperformance of such duty or duties.

23. **Default and Remedies.** The parties agree that the following shall be events of default ("Events of Default") with respect to this Agreement:

a. If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the other party pursuant to or in connection with

any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

b. Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

c. With respect the Authority, the enactment by the Authority of any rule or regulation which prevents or prohibits the Authority from presently or prospectively performing any covenant, condition or agreement contained herein.

24. **Remedies of Default: Reinstatement of Rights.**

a. In the case of an Event of Default by a party hereto or any successors to such party, such party or successor shall, upon written notice from the aggrieved party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or if the Event of Default shall not be cured or remedied within a reasonable time, beyond such sixty (60) day period the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. In case a party hereto shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of each party shall continue as though no such proceedings had been taken.

b. In the event the Developer does not cure the Event of Default within 60 days, this Agreement will be considered terminated on the 61st day after the written notice of an Event of Default was delivered. Upon the effective date of the termination of this Agreement, the AUTHORITY shall have no further obligation under this Agreement to make any payments to the Developer in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Developer. In lieu of termination, the AUTHORITY may seek to enforce and compel performance with the terms of this Agreement in a court of competent jurisdiction by specific performance or mandatory injunction and may pursue any other remedy that may be available to it in law or equity.

25. **No Waiver by Delay.** Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that each party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be

considered or treated as a waiver of the rights of a non-defaulting party under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by a non-defaulting party.

26. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by a party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

27. **Legislative Authorization.** This Agreement is governed by and subject to the restrictions set forth in the Brownfield Act, as amended, and the Michigan General Property Tax Act. In the event that there is legislation enacted in the future which restricts or adversely affects the amount of Tax Increment Revenues capturable, Eligible Properties, or Eligible Activities relating to already approved plans, then any Developer's rights and the Authority's obligations under this Agreement shall be eliminated or modified accordingly.

28. **Freedom of Information Act.** Developer stipulates that all requests and documentation submitted by them shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.231 et seq. of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by it in relation to this Agreement, requests for reimbursement and supporting documentation.

29. **Plan Modification.** The Brownfield Plan may only be modified to the extent allowed under the Brownfield Act by mutual agreement in writing of the Authority and the City.

30. **Notices.** All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown below their respective signatures to this agreement. Either party may change the address by written notice sent by registered or certified mail to the other party.

31. **Entire Agreement** This agreement supersedes all agreements previously made among the parties relating to the subject matter, if any. There are no other understandings or agreements between them concerning the subject matter contained herein.

32. **Non-Waiver, Time of the Essence** No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly

provided herein. Time is of the essence.

33. **Headings** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

34. **Governing Law** This agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

35. **Counterparts** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

36. **Binding Effect** Subject to the terms herein, the provisions of this agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

37. **Precedential Effect**. Developer acknowledges that the circumstances of the Project, the change of ownership of the Property and the amount of time that has passed between the completion of Eligible Activities and construction of the Project are unique and it is only due to such unique circumstances that the Authority is willing to waive certain inspection, insurance and other requirements and obligations that are typically required under its Brownfield reimbursement program. The terms of this Agreement shall not have any precedential effect on future Brownfield reimbursement agreements with the Developer or any other party.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof the parties have executed this agreement by their duly authorized representatives on the day and date first herein above written.

City of Portage Brownfield Redevelopment Authority

Date:_____, 20___

_____
By:
Its Chairperson

Date:_____, 20___

_____
By:
Its Secretary/Treasurer

Developer

TREYSTAR HOLDINGS, LLC,
a Michigan limited liability company

Date:_____, 20___

By: _____
Printed: _____
Its: Manager

APPROVED AS TO FORM
DATE 12/13/2019
_____
CITY ATTORNEY

EXHIBIT A

Units 1-5 in Centreport Commons Condominium, according to the Master Deed recorded as Document No. 2009-030462, Kalamazoo County Records.

EXHIBIT B

[Insert Brownfield Plan]

EXHIBIT C

Landowner Consent and Waiver

TOF Centreport I, LLC, a Michigan limited liability company, as the owner of a portion of the Property subject to the Brownfield Plan, hereby consents to the foregoing Brownfield Reimbursement Agreement and waives any right, title and interest in and to the reimbursements to be paid to Treystar Holdings, LLC, a Michigan limited liability company, as the "Developer" thereunder.

TOF CENTREPORT I, LLC,
a Michigan limited liability company

By: _____
Printed: _____
Its: Manager

Attachment C

Facility Verification

Joe Agostinelli

From: Gurnee, Michael (EGLE) <GurneeM1@michigan.gov>
Sent: Monday, September 30, 2019 5:50 PM
To: Joe Agostinelli
Cc: Heywood, David (EGLE)
Subject: RE: Facility Verification | 8043 Portage Road, Portage | Centreport Commons

Hi, Joe –

According to a BEA report submitted December 2005 for the property at 8043 Portage Road, Portage (PPN at time of BEA submittal: 10-00023-050-0), the property is indeed a facility.

Please let me know if you have any questions or concerns. Thanks,

Mike Gurnee
Brownfield Redevelopment Coordinator
Kalamazoo District Office
Michigan Department of Environment, Great Lakes, and Energy
269-568-1291 | GurneeM1@michigan.gov
Follow Us | Michigan.gov/EGLE

From: Joe Agostinelli <JAgostinelli@southwestmichiganfirst.com>
Sent: Monday, September 30, 2019 2:53 PM
To: Gurnee, Michael (EGLE) <GurneeM1@michigan.gov>
Subject: Facility Verification | 8043 Portage Road, Portage | Centreport Commons

Hi Mike-

We are working with Treystar Holdings on the redevelopment of the SE corner of Portage Road and Centre Ave in Portage and are preparing a new brownfield plan for this project. A previous brownfield plan on this site was approved by the City of Portage in 2006, amended in 2009, and then abolished in 2019 because no vertical development had occurred and tax capture did not begin within the required 5 years of plan adoption. A new brownfield plan is being contemplated to reimburse the developer for brownfield eligible activities through local-only capture.

It appears that a BEA was completed in December 2005. Can you confirm that this parcel, which has since been combined with two other parcels, is a Facility?

Thank you in advance for your assistance!

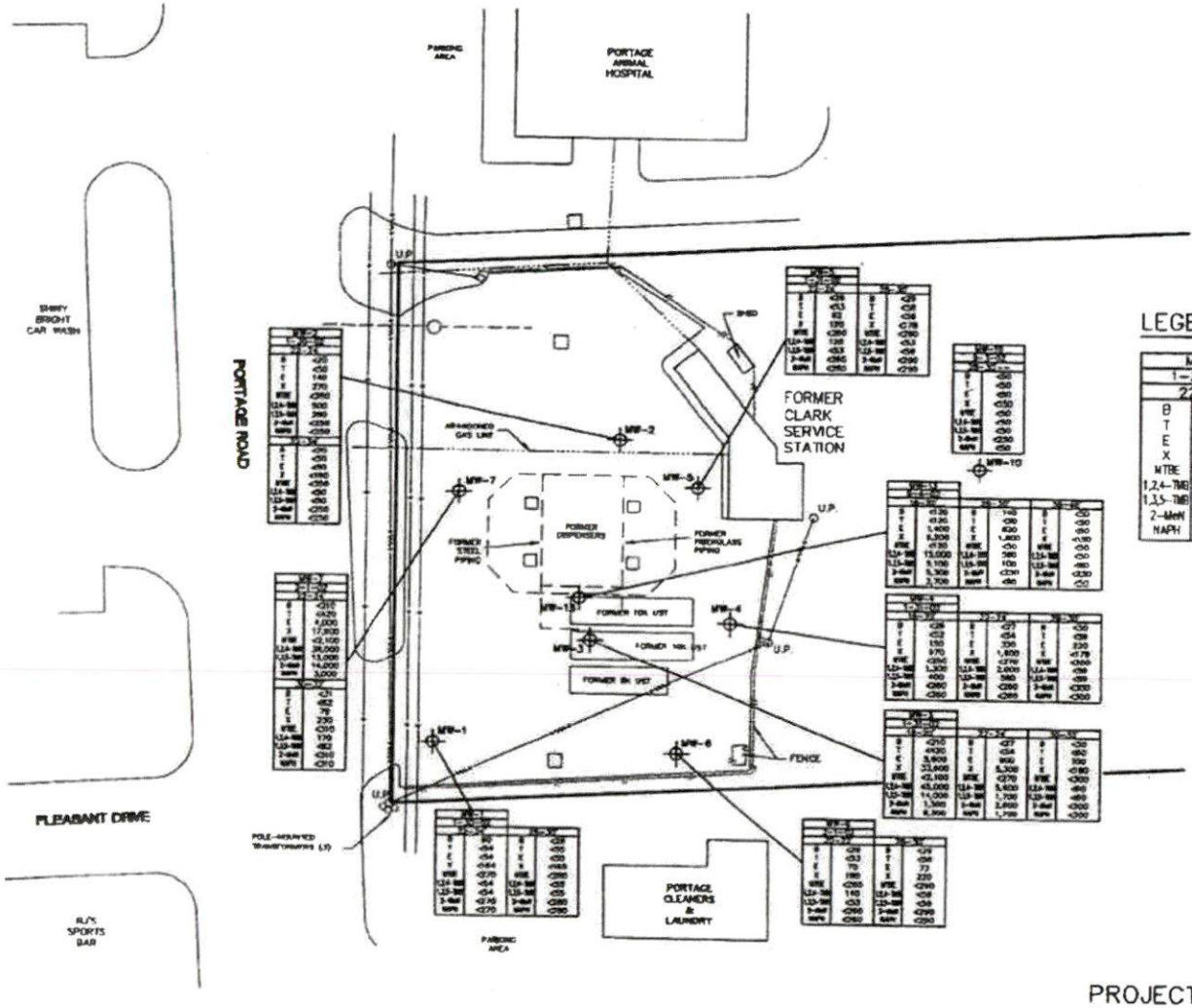
Regards,

Joe Agostinelli | partner

southwest michigan **first**
street 261 East Kalamazoo Avenue | Suite 200 | Kalamazoo, MI 49007
mail P.O. Box 50827 | Kalamazoo, MI 49005-0827
p 269.553.9588 | **c** 269.567.0669
jagostinelli@southwestmichiganfirst.com

Attachment D

Soil Sampling Map



SCALE: 1"=50'

LEGEND

MW-1	SAMPLE IDENTIFICATION
1-30-02	SAMPLE DATE
22-24'	SAMPLE DEPTH (feet)
B 60	BENZENE CONCENTRATION (ug/kg)
T <54	TOLUENE CONCENTRATION (ug/kg)
E <54	ETHYLBENZENE CONCENTRATION (ug/kg)
X <154	XYLENES CONCENTRATION (ug/kg)
MTBE <270	METHYL TERT-BUTL ETHER CONCENTRATION (ug/kg)
1,2,4-TMB <54	1,2,4-TRIMETHYLBENZENE CONCENTRATION (ug/kg)
1,3,5-TMB <54	1,3,5-TRIMETHYLBENZENE CONCENTRATION (ug/kg)
2-MeN <270	2-METHYLNAPHTHALENE CONCENTRATION (ug/kg)
NAPH <270	NAPHTHALENE CONCENTRATION (ug/kg)

PROJECT NO.: 05001239
DATE: 11/10/05

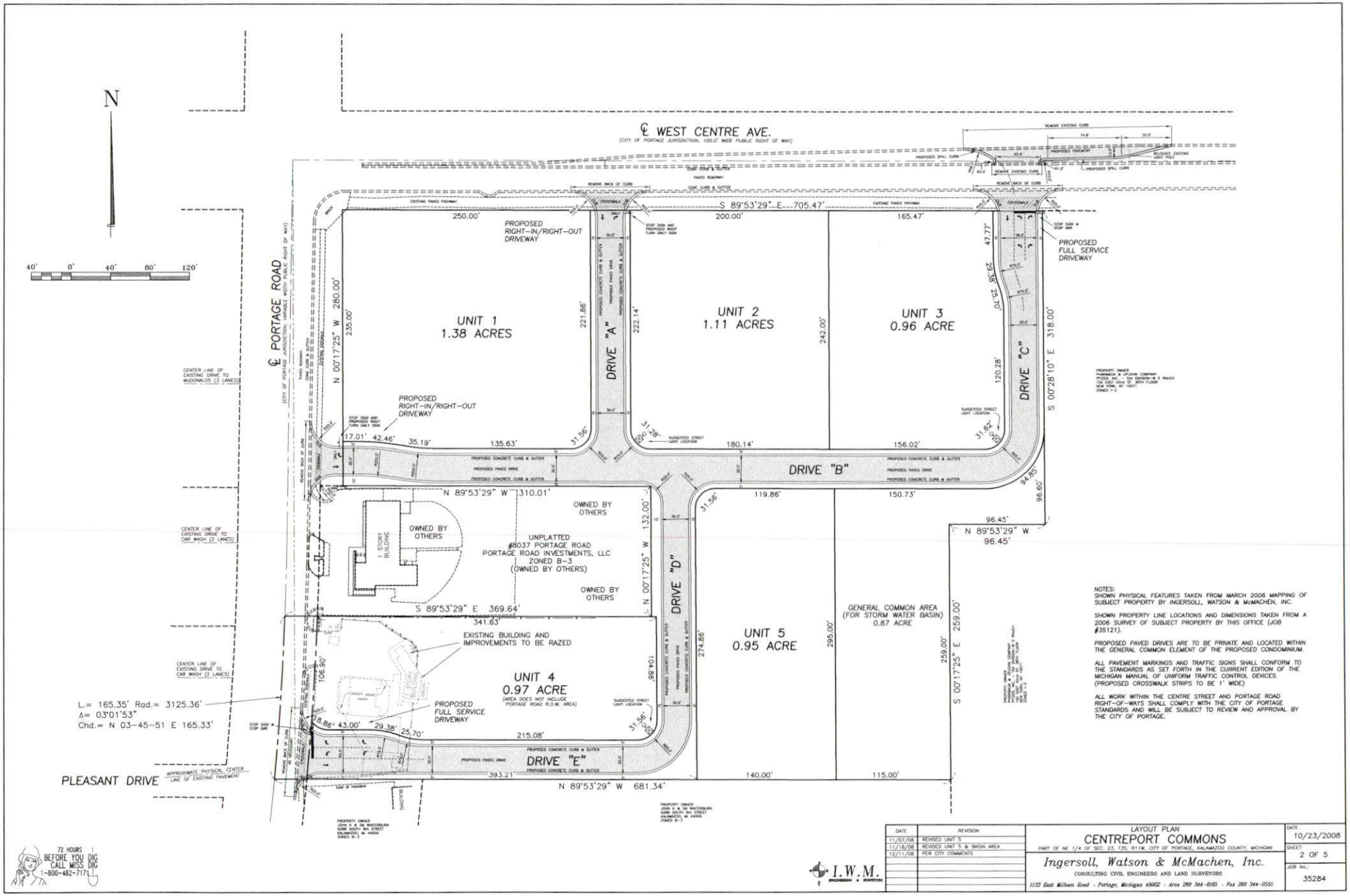
FIGURE 4: VOC CONCENTRATIONS IN SOIL
FORMER CLARK STATION PROPERTY
8043 PORTAGE RD.
PORTAGE, MICHIGAN

DR: KLS
CAD FILE: 05001239EV-03

ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater
866 850 4200
www.atwell-hicks.com
MICHIGAN ILLINOIS OHIO FLORIDA

Attachment E

Site Plan



NOTES:
SHOWN PHYSICAL FEATURES TAKEN FROM MARCH 2006 MAPPING OF SUBJECT PROPERTY BY INGERSOLL, WATSON & McMACHEN, INC.

SHOWN PROPERTY LINE LOCATIONS AND DIMENSIONS TAKEN FROM A 2006 SURVEY OF SUBJECT PROPERTY BY THIS OFFICE (JOB #35121).

PROPOSED PAVED DRIVES ARE TO BE PRIVATE AND LOCATED WITHIN THE GENERAL COMMON ELEMENT OF THE PROPOSED CONDOMINIUM.

ALL PAVEMENT MARKINGS AND TRAFFIC SIGNS SHALL CONFORM TO THE STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. (PROPOSED CROSSWALK STRIPS TO BE 1' WIDE)

ALL WORK WITHIN THE CENTRE STREET AND PORTAGE ROAD RIGHT-OF-WAYS SHALL COMPLY WITH THE CITY OF PORTAGE STANDARDS AND WILL BE SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF PORTAGE.

DATE	REVISION
11/07/08	REVISED UNIT 5
11/18/08	REVISED UNIT 5 & BASIN AREA
12/11/08	PER CITY COMMENTS

I.W.M. ENGINEERING & SURVEYING

LAYOUT PLAN
CENTREPORT COMMONS
PART OF NE 1/4 OF SEC. 23, T3S, R11W, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

Ingersoll, Watson & McMachen, Inc.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1133 East Milham Road - Portage, Michigan 49002 - Area 269 344-8165 - Fax 269 344-0555

DATE: 10/23/2008
SHEET: 2 OF 5
JOB No.: 35284

GENERAL NOTES

1. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
2. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OF NEED FOR MAY OCCUR.
3. ALL CURB RADII AND DIMENSIONS ARE TO FACE OF CURB. CURB TO BE PROVIDED WHERE SHOWN AND AT/ALONG ANY SIDEWALK AT PAVING EDGE.
4. SLOPE GRADES UNIFORMLY BETWEEN ELEVATIONS SHOWN. NOMINAL GRADING SLOPE SIDEWALKS AWAY FROM BUILDING AT 1/4 PER FOOT ON EVERY WALK.
5. GROSS SITE AREA: 85,327 SQFT
   BUILDING COVERAGE = 14% OPEN SPACE = 46%
6. ZONING IS B3 GENERAL BUSINESS
7. BUILDING HEIGHT = 30 FT
8. PARKING CALCS:
   REQUIRED: 2 SPACES PER EXAM ROOM + 1 PER EMPLOYEE
   75 SPACES REQUIRED
   PROVIDED:
   8 HANDICAPPED
   65 PLAIN
   73 TOTAL

SITE PLAN NOTES

- (1) 24' x 18' CONCRETE PAD FOR DUMPSTER W/ 6FT. ENCLOSURE 8' TALL MIN.
- (2) INTERNAL CURB HALO - SEE DETAIL SHEET.
- (3) PROPOSED LIGHTED MONUMENT SIGN TO BE APPROVED SEPARATELY AT LATER DATE
- (4) BOLLARDS WITH DECORATIVE BOLLARD SLEEVE - SEE DETAIL SHEET
- (5) PROPOSED ROOF CONDENSERS, GENERATOR AND TRANSFORMER. REFER TO MEP DRAWINGS FOR ADDITIONAL INFORMATION
- (6) LOADING AREA
- (7) TWO WAY HINE CLEANOUT
- (8) SEWER LATERAL. COORDINATE CONNECTION WITH PLUMBING PLANS.
- (9) CONNECT TO EXISTING SEWER LEAD. COORDINATE WITH MUNICIPALITY
- (10) PRIVATE UTILITIES (ELECTRIC, GAS, FIBER, ETC) - SEE MEP DRAWINGS FOR ADDITIONAL INFORMATION
- (11) CONNECT TO EXISTING WATER MAIN. COORDINATE CONNECTION WITH MUNICIPALITY.
- (12) 2" DOMESTIC WATER SERVICE
- (13) 4" FIRE WATER SERVICE
- (14) SANITARY CLEANOUT
- (15) BUILDING SIGN TO BE APPROVED AT A LATER DATE
- (16) IRRIGATION LINE - SEE IRRIGATION PLAN FOR LOCATIONS
- (17) AT GRADE RAMP - SEE GRADING PLAN
- (18) LIGHT POLE LOCATIONS - SEE ELECTRICAL PLAN FOR ADDITIONAL INFORMATION
- (19) FDC CONNECTION
- (20) 2' STONE MAINTENANCE STRIP AROUND ENTIRE BUILDING. SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION
- (21) 4" ROOF DRAIN
- (22) SECONDARY DIRECTIONAL SIGN APPROVED AT A LATER DATE
- (23) 4" DI AT BERM
- (24) LINE TAPPING SLEEVE AND VALVE OF EXISTING 4" WATERMAIN. TO BE COORDINATED WITH CITY OF PORTAGE
- (25) CONCRETE PAVEMENT - SEE DETAIL SHEET

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT TIME OF CONSTRUCTION.
2. ELECTRICAL WORK SHALL BE PERFORMED BY A STATE OF MICHIGAN LICENSED ELECTRICIAN ACCORDING TO THE N.F.P.A. NATIONAL ELECTRICAL CODE AS MODIFIED BY THE STATE OF MICHIGAN. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A COMPLETE WORKING SYSTEM.
3. ALL PLUMBING WORK SHALL BE PERFORMED BY A STATE OF MICHIGAN LICENSED PLUMBER ACCORDING TO THE INTERNATIONAL PLUMBING CODE AS MODIFIED BY THE STATE OF MICHIGAN AND LOCAL HEALTH DEPARTMENT. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A FULL WORKING SYSTEM.
4. ALL MECHANICAL WORK SHALL BE PERFORMED ACCORDING TO THE INTERNATIONAL MECHANICAL CODE AS MODIFIED BY THE STATE OF MICHIGAN AND THE MICHIGAN ENERGY CODE. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A FULL WORKING SYSTEM.
5. ALL WORK SHALL CONFORM TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE AND THE AMERICANS WITH DISABILITIES ACT.
6. WATER SERVICE PRESSURE TESTING AND CHLORINATION SHALL BE PER MDEQ AND CITY OF PORTAGE REQUIREMENTS.
7. SANITARY SEWER INSTALLATION AND TESTING MUST MEET THE REQUIREMENTS OF CITY OF PORTAGE AND THE MICHIGAN DEPT. OF ENVIRONMENTAL QUALITY.
8. ALL REGULATORY SIGNAGE IS SPECIFIED. SHALL BE PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION MMUTC.
9. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, TAP FEES, METER DEPOSITS, PERMANENT UTILITY APPLICATIONS, BONDS, AND OTHER FEES REQUIRED FOR PROPOSED WORK.
10. CONTACT MISS DIG AT 1-800-482-7171 FOR LOCATION OF UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS BEFORE COMMENCING EXCAVATION WORK. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO ARE NOT PART OF THE MISS DIG ALERT SYSTEM. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
11. ANY SANITARY SEWER, SANITARY SEWER SERVICE LEADS, WATER MAIN, WATER SERVICES, OR STORM SEWER WHICH IS DAMAGED BY THE CONTRACTOR DURING HIS OPERATIONS SHALL BE REPAIRED TO THE OWNERS SATISFACTION AND AT THE CONTRACTORS EXPENSE. IF ANY ELEMENTS OF THE SANITARY SEWER SYSTEM ARE DAMAGED AND NEED REPAIRED, IT MUST MEET CITY OF PORTAGE SPECIFICATIONS.
12. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE ELECTRICAL TRANSFORMER PAD PER THE UTILITY COMPANY SPECIFICATIONS.
13. THE TELEPHONE UTILITY COMPANY SHALL PROVIDE UNDERGROUND TELEPHONE TO THE BUILDING AT THE OWNERS EXPENSE.
14. REFER TO ELECTRICAL DRAWINGS FOR UNDERGROUND ELECTRICAL REQUIREMENTS FOR SITE LIGHTING & SITE DETAILS SHEETS FOR THE FIXTURE AND POLE SPECIFICATIONS.
15. DESIGN, INSTALLATION AND SPECIFICATION FOR IMPROVEMENTS RELATED TO GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICES SHALL BE COORDINATED BY THE CONTRACTOR.
16. CONTRACTOR SHALL COORDINATE TELEPHONE, ELECTRIC AND CABLE TELEVISION CONDUITS WITH THE APPROPRIATE UTILITY PRIOR TO PAVEMENT INSTALLATION.
17. CONTRACTOR IS TO UNCOVER AND CONFIRM ALL TIP LOCATIONS. LOCATION DISCREPANCIES ARE TO BE BROUGHT TO THE ENGINEERS ATTENTION FOR RESOLUTION.
18. THE CONTRACTOR IS TO PROVIDE THE WATER SERVICE PIPING FROM THE BUILDING TO THE EXISTING MAIN. THE CONTRACTOR SHALL MAKE THE CONNECTION TO THE SHUT OFF VALVE. THE CONTRACTOR SHALL COORDINATE SERVICES WITH THE CITY OF PORTAGE.
19. CONTRACTOR/OWNER SHALL OBTAIN UTILITY CONNECTION PERMITS AND SETTLE APPLICABLE UTILITY ASSESSMENTS PRIOR TO EXTENSION OF PUBLIC UTILITIES (MDEQ).
20. MANHOLE AND CATCH BASIN STRUCTURES SHALL BE PRECAST AND HAVE A MINIMUM OF 2' ADJUSTING RINGS FOR FINISH GRADE ADJUSTMENT. STORM STRUCTURES MUST ALL HAVE A SUMP OF TWO FEET.
21. ALL WATER MAIN TO HAVE A BURIAL DEPTH AS REQUIRED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE SPECIFIC REGION OF MDEQ IN THE CITY OF PORTAGE.
22. DEMOLISH & REMOVE ALL EXISTING SITE FEATURES AS REQUIRED.
23. THE CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT.

PROP. STORM STRUCTURE DATA

PART - 1 DIA. ELEV. TEXT			
RIM = IMG.00			
12" CONC. IN	RIM IN		
CB 2, 1 DIA. ELEV. TEXT			
RIM = IMG.00			
12" CONC. IN	RIM IN		
12" HDPE OE	RIM OE		
CB 2, 1 DIA. RESERVE			
RIM = IMG.00			
12" HDPE IN	RIM IN		
12" HDPE S	RIM S		
8" PVC W	RIM W		
CB 4, 1 DIA. ELEV. (CONCRETE)			
RIM = IMG.00			
12" HDPE S	RIM S		
12" HDPE S	RIM S		
CB 8, 1 DIA. (OR LARGER)			
GUTTER = IMG.7			
18" RCP IN	RIM IN		
18" RCP E	RIM E		
18" RCP OE	RIM OE		
24" RCP S	RIM S		
CB 9, 1 DIA.			
GUTTER = IMG.47			
18" RCP IN	RIM IN		
18" RCP OE	RIM OE		
CB 12, 1 DIA.			
GUTTER = IMG.12			
12" RCP E	RIM E		
CB 13, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 14, 1 DIA.			
GUTTER = IMG.47			
18" RCP IN	RIM IN		
18" RCP OE	RIM OE		
CB 15, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 16, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 17, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 18, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 19, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 20, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 21, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 22, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 23, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 24, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 25, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 26, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 27, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 28, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 29, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 30, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 31, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 32, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 33, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 34, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 35, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 36, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 37, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 38, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 39, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 40, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 41, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 42, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 43, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 44, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 45, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 46, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 47, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 48, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 49, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 50, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 51, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 52, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 53, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 54, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 55, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 56, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 57, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 58, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 59, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 60, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 61, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 62, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 63, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 64, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 65, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 66, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 67, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 68, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 69, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 70, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 71, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 72, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 73, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 74, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 75, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 76, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 77, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 78, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 79, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 80, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 81, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 82, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 83, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 84, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 85, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 86, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 87, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 88, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 89, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 90, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 91, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 92, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 93, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 94, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 95, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 96, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 97, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 98, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 99, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 100, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 101, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 102, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 103, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 104, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 105, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 106, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 107, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 108, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 109, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 110, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 111, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 112, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 113, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 114, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 115, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 116, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 117, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 118, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 119, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 120, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 121, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 122, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 123, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 124, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 125, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 126, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 127, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 128, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 129, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 130, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 131, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 132, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 133, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 134, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 135, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 136, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 137, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 138, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 139, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 140, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 141, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 142, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 143, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 144, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 145, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 146, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 147, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 148, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 149, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 150, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 151, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 152, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 153, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 154, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 155, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 156, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 157, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 158, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 159, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 160, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 161, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 162, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 163, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 164, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 165, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 166, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 167, 1 DIA.			
GUTTER = IMG.00			
12" RCP IN	RIM IN		
12" RCP E	RIM E		
CB 168, 1 DIA