

*Public Phone Line: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.)*

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Police Week 2020
2. Mental Health Awareness Month

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
 - a. City Council Budget Session #1 of April 21, 2020.
 - b. Regular Meeting of April 28, 2020.
 - c. City Council Budget Session #2 of May 5, 2020.
 - d. Pre-Council Meeting of May 11, 2020.
2. Approve the Accounts Payable Register of May 12, 2020 as presented.
3. Approve:
 1. the purchase of three Phoenix G2 Station Alerting systems for each fire station in the amount of \$179,403.25 from US Digital Designs,
 2. the installation of this equipment by Esper Electric for the amount of \$64,500,

and authorize the City Manager to execute all documents on behalf of the city.

4. Approve the Final/Site Plan for Streamsong Condominiums Phase 2, 715 West Osterhout Avenue, subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site.
5. Accept:
 1. the 2020 Downtown Development Authority Amended Tax Increment Finance Plan/Amended Development Plan and Development Agreement and set a public hearing for **June 23, 2020**; and
 2. the Resolution of intent to vacate a portion of a public street and to transfer property and place the Resolution on file for 28 days with the City Clerk and take final action on **June 23, 2020**.
6. Approve the Community Development Block Grant (CDBG) Program FY 2020-21 Annual Action Plan element of the Consolidated Plan and authorize the City Manager to submit the application to the U.S. Department of Housing and Urban Development.
7. Accept the FY 2018-19 Downtown Development Authority Annual Financial Report.
8. Approve an extension to the City of Portage – Village of Vicksburg Sanitary Sewer Transport Agreement dated September 14, 2004 and authorize the Mayor and City Clerk to sign the agreement extension on behalf of the city.

9. Postpone the May 26, 2020 Board and Commission Interview Session to July 14, 2020 and temporarily extend the expiring terms on the Planning Commission, Construction Board of Appeals and Youth Advisory Committee until July 15, 2020.
 10. Set a Committee of the Whole Meeting to discuss City Attorney Services on Thursday, May 14, 2020 at 1:00 p.m.
 11. Minutes of Boards & Commissions:
 - a. Planning Commission of April 16, 2020.
 12. Materials Transmitted of May 5, 2020.
 13. Calendar of Meetings:
 - Park Board, Wednesday, May 13, 2020 at 6:00 p.m. - Virtual Meeting.
 - Environmental Board, Wednesday, May 13, 2020 at 7:00 p.m. in City Hall Room #1 - Virtual Meeting.
 - Planning Commission, Thursday, May 21, 2020 at 7:00 p.m. in Council Chambers - Virtual Meeting.
 - Senior Citizen Advisory Board, Wednesday, May 20, 2020 at 2:30 p.m. at the Senior Center - Virtual Meeting.
 - **NOTE:** *All above meetings are subject to cancellation or transition to a "virtual meeting" due to the on-going health crisis. Please monitor the City of Portage website at www.portagemi.gov for additional information. The public phone line to comment during public meetings is: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.) Meetings may be viewed live on Charter channel 995 and AT&T channel 99. All meetings can be viewed via live streaming at portagemi.gov/205.*
 - B. Petitions and Statements of Citizens:
 - C. Communications:
 - D. Public Hearings:
 1. Hold a Public Hearing on the proposed Fiscal Year 2020-2021 Budget and the tax rate required to support the proposed Budget.
 - 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 OF PORTAGE PROCLAMATION

NATIONAL POLICE WEEK 2020

- WHEREAS,** May 10th marks the beginning of Police Week 2020, in honor of federal, state and local officers killed or disabled in the line of duty; and
- WHEREAS,** Peace Officers Memorial Day is annually held on May 15th, with Police Week set to surround that date; and
- WHEREAS,** Police Week began in 1962 when President Kennedy signed a proclamation in honor of “the police officers of America have worked devotedly and selflessly in behalf of the people of this Nation, regardless of the peril or hazard to themselves”; and
- WHEREAS,** this year will pay tribute to 146 officers who died in the line of duty in 2019, including the only officer from Michigan, Sergeant Rasheen Phillipe McClain. Sergeant McClain was a 16-year veteran of the Detroit Police Department who was shot and killed while responding to a domestic violence call on November 20, 2019, at the age of 46; and
- WHEREAS,** the year 2020 has already witnessed 72 officers perish in the line of duty, including Captain Jonathan Parnell of the Detroit Police Department, who died on March 24, 2020 after having contracted COVID-19 while on duty; and
- WHEREAS,** the National Law Enforcement Officers Memorial in Washington DC has more than 21,000 names carved into its walls of officers killed in the line of duty throughout U.S. history since 1786; and
- WHEREAS,** the Kalamazoo region first lost, Benjamin Orcutt of the Kalamazoo County Sheriff's Office, on December 12, 1867 who was killed while attempting to stop a jail break. He was 53 years old with 15 years of service; and
- WHEREAS,** Kalamazoo also lost Officer Eric Zapata of the Kalamazoo Department of Public Safety, who was shot and killed after responding to a “shots fired” call in the City of Kalamazoo on April 18, 2011. PSO Zapata was only 35 years old and had 10 years of service with the City of Kalamazoo; and
- WHEREAS,** the City of Portage lost one of its own on November 7, 2019. K9 Officer Zorro served bravely and admirably for three years after joining Portage in November 2016 and partnered with Officer Jordan Wentworth.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, as Mayor of the City of Portage, do hereby recognize May 10th through May 16th as National Police Week and honor all Public Safety Officers for their dedicated years of service and sacrifice to the Portage and Kalamazoo area communities.

Signed this 12th day of May, 2020.

Patricia M. Randall, Mayor



CITY OF PORTAGE PROCLAMATION

MENTAL HEALTH AWARENESS MONTH

- WHEREAS,** psychological health is an essential aspect of individual and community health; and
- WHEREAS,** Mental Health Awareness Month has been observed in May in the U.S. since 1949, reaching millions of people through the media, local events, and screenings; and
- WHEREAS,** while 1 in 5 people will experience a mental illness during their lifetime, everyone faces challenges in life that can impact their mental health; and
- WHEREAS,** the theme of Mental Health Awareness Month 2020 is “Tools 2 Thrive” which will provide practical tools that everyone can use to improve their mental health and increase resiliency regardless of the situations they are dealing with; and
- WHEREAS,** these Tools 2 Thrive, even those that may need to be adapted for the short term because of COVID-19 and social distancing, will be more useful than ever; and
- WHEREAS,** with the current mental distress being created, as well as accentuated by, the spread of SARS-CoV-2 and COVID-19, the disease it causes, stemming from such sources as uncertainty, loss, isolation, and confusion from tremendous and rapid change on local, national, and global levels; and
- WHEREAS,** the acknowledgement of such distress as a natural process, as well as actually occurring and an understandable reaction, whether stemming from genetic or external causes, can assist in accepting and beginning to work through such difficulties through a show of support, unity, and validation.
- NOW, THEREFORE, BE IT RESOLVED THAT** I, Patricia M. Randall, as Mayor of the City of Portage, do hereby dedicate and proclaim May as Mental Health Awareness Month for 2020.

Signed this 12th day of May, 2020.

Patricia M. Randall, Mayor

**MINUTES OF BUDGET WORK SESSION #1
OF THE PORTAGE CITY COUNCIL
APRIL 21, 2020**

Mayor Randall called the meeting to order at 5:04 p.m. The meeting was held virtually per the Governor's Executive Directive 2020-02 in light of COVID-19. The following members were present via the WebEx meeting platform: Councilmembers Chris Burns, Richard Ford, Lori Knapp, Claudette Reid, Terry Urban, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall. Also in attendance on the WebEx meeting platform were Deputy City Manager Adam Herringa, Deputy City Manager Mike Carroll, and Finance Director Bill Furry. In attendance in Council Chambers was City Manager Joe La Margo, Communications Manager Mary Beth Block, Deputy Finance Director Lauren VanderVeen, and City Clerk Erica Eklov. Of note, all department heads were also present and available via the WebEx platform.

At the request of Mayor Randall, City Manager Joe La Margo began his presentation and recognized Bill Furry, Lauren VanderVeen and the various department heads for their efforts in putting together the proposed Fiscal Year 2020-2021 Budget, especially in light of the current COVID-19 global crisis. Mr. La Margo then reviewed the proposed budget and highlighted recent changes resulting from the economic effects of the COVID-19 emergency. He also noted that the budget will be balanced with no impact to core services, but relayed that much of the planning going forward will heavily rely on wants versus needs.

City Manager La Margo then introduced Deputy Finance Director Lauren VanderVeen, who highlighted the three funds slated for discussion: General Fund, Streets Fund, and Utilities Fund. Director VanderVeen next reviewed the budget assumptions, noting that Property Tax Revenue included no changes proposed to overall millage rates and a taxable value increase estimate of approximately 3 percent. The Fund Balance threshold of 24 percent and current levels of service are both expected to be maintained with no changes to the utility rates proposed.

Ms. VanderVeen then presented the proposed City Council and Human Services budgets, noting the Human Services Board chair was available via WebEx to answer any questions. Councilmember Reid inquired whether the Human Service proposal still accurately reflected the biggest needs of Portage, especially in light of the recent COVID-19 crisis. She suggested that the Human Services Board review its recommendations to verify whether any modifications were needed before the budget was finalized. City Manager La Margo deferred to Human Services Board chair Fiorella Spalvieri, who responded that the Board had funded both food pantry services that had applied, as well as nearly all the other grant applicants. Community Development Director Chris Forth offered that staff have recently met with the local organization representatives to discuss current needs and noted additional outside emergency funds to address COVID-19 would also be assisting these organizations. Director Forth stated that the greatest needs will not be now, but likely in the future to address eviction avoidance and housing assistance. Councilmember Urban supported Councilmember Reid's suggestion for the Human Services Board to perform a second review of its recommendations. Councilmember Burns noted he serves on the board of the Kalamazoo Loaves and Fishes, and as such would be abstaining from the discussion on funding. Mayor Randall stated that she hoped the Human Services funding would be supplemented with future support from Representative Upton, as well as Senators Stabenow and Peters.

Ms. VanderVeen next reviewed the Office of the City Manager noting recent personnel changes. She then presented the budget for the new Public Information Office. Councilmember Reid inquired about

the positions noted. Ms. VanderVeen clarified that three positions would be full-time and two part-time positions equated to one full-time in the budget. City Manager La Margo noted one staff member splits her time between public information and the Farmer's Market program.

There being no further questions, Deputy Director VanderVeen next reviewed the proposed budget for the Finance and Treasury departments. City Manager La Margo noted the new position of Deputy Director of Revenue/Treasury in light of the upcoming retirement of Finance Director Bill Furry. Deputy Director VanderVeen noted the proposal was a reestablishment of a previous position to ensure oversight for the Treasury Office. City Manager La Margo stated that he planned to recommend the promotion of Deputy Director VanderVeen to Interim Director following Mr. Furry's retirement. Deputy Director VanderVeen further noted the planned transfer of the Deputy Director of Benefits & Compensation back to the Human Resources Department. Councilmember Reid asked for clarification regarding the positions quoted. City Manager La Margo responded.

Ms. VanderVeen next reviewed the Technology Services budget noting the assumption of the PCM contracted staff. City Manager La Margo stated that the assumption of the contract staff was not planned but the city had realized a \$30,000 annual savings through the elimination of the contract.

Ms. VanderVeen then presented the budget for the Office of the City Assessor, highlighting the addition of the Property Appraiser II position. She then moved on to the budget for the City Attorney, noting no significant changes. City Manager La Margo stated that he is planning to schedule a Committee of the Whole meeting in early May to discuss the current City Attorney contract coming due soon.

Deputy Director VanderVeen then reviewed the budget for the Office of the City Clerk, noting a \$130,000 increase in marijuana fee revenue and a \$29,000 increase in the Elections fund due to the presidential election in November 2020. Councilmember Reid asked how the costs of the varying elections are borne by government entities. City Clerk Eklov responded with a funding explanation for local elections but deferred to Deputy City Manager Herringa to explain funding breakdowns for a presidential election. Deputy City Manager Herringa responded that the city must fund a majority of a General Election like that in November. Mayor Randall urged the City Clerk to ensure public health provisions for the upcoming May 5th election. Councilmember Urban inquired about the process of opening absentee ballots. City Clerk Eklov responded that the law currently mandates absentee ballots may only be opened and counted on Election Day, which is becoming increasingly intensive with the introduction of No Reason absentee voting.

Ms. VanderVeen next presented the Human Resources budget. Councilmember Reid inquired about the Health Management Program (HMP). Human Resources Director Shannon Hertz responded that the HMP is a separate budget but staff had included an increase of \$20,000 in the event the city pursued an outside vendor. Councilmember Reid asked about the status of the process and Director Hertz responded that staff are reviewing the last of the potential vendors and hope to have a recommendation soon.

Next, Deputy Director VanderVeen reviewed the Purchasing Department, followed by the Parks and Recreation Department. Ms. VanderVeen noted the Farmer's Market was now part of a separate division. City Manager La Margo highlighted the increase to the Ramona Park wages due to past difficulties in recruiting. Mr. La Margo noted small adjustments and reallocations had been made to ensure expenditures and uses matched going forward.

City Manager La Margo then reviewed the Senior Center budget, noting the new building's construction was part of the Capital Improvement Program budget. He stated the new Center would not be completed in the upcoming fiscal year. Councilmember Urban asked for confirmation that the noted position change from one full-time to two part-time was done at the request of the current employee. City Manager La Margo confirmed.

Deputy Director VanderVeen next covered the Public Works Department budget. Councilmember Reid asked for clarification regarding the cemetery positions.

Next, the Public Safety – Police Division budget was reviewed. City Manager La Margo deferred to Chief Nicholas Arnold, who explained the recommendations for new Patrol Officers. Mayor Randall asked the City Manager to ensure that any proposed positions in the new budget can be sustained while still addressing effects from COVID-19. Councilmember Burns asked for Chief Arnold's opinion regarding Patrol Officers as compared to School Resource Officers, noting support for the latter program. Chief Arnold replied that discussions with the schools are ongoing, pending final commitments from the schools. Deputy Director VanderVeen reviewed the Division's proposed changes for the upcoming fiscal year. Councilmember Reid inquired how the first full year participating in the Kalamazoo County Consolidated Dispatch Authority. Chief Arnold responded the set-up has been working well.

Following review of the Police Division, Deputy Director VanderVeen next presented the Fire Division budget. Councilmember Urban inquired about the elimination of the two bubble firefighter positions. Chief Arnold responded that two of the original bubble positions had been absorbed after recent staff retirements.

With regard to the Community Development Department budget, City Manager La Margo deferred to Interim Director Chris Forth who explained proposed position assignments. Councilmember Reid inquired about the increase for the ICSC Conference, questioning the need for a city booth at the event and associated costs. The City Manager responded that the booth was expected to showcase Portage for a national audience in an effort to recruit potential commercial/retail/restaurant that would fit well with the community. Mayor Randall stated the idea was recommended by both City Manager La Margo upon his arrival, as well as local developers who have noted other communities make similar efforts to market themselves.

Deputy Director VanderVeen then presented the City-Wide Services budget containing expenditures that benefit the city as a whole, such as Street lights, Lake Special Assessments and invasive species control and professional services for Lake Center District, LEED community certification, deer population management, etc.

Presentation of the Major Streets Fund followed. Councilmember Reid inquired about the increased spending proposed for the roadside maintenance budget, asking for clarification regarding routine maintenance as compared to proposed improvements. She stressed eliminating costs where possible in light of the COVID-19 effects. City Manager La Margo confirmed staff would cut where possible as the city moves forward. The discussion then shifted to the Local and Municipal Streets Funds.

Following a brief break, Deputy Director VanderVeen proceeded with presentation of the Sewer and Water Funds. Mayor Pro Tem Pearson inquired whether the increase to the Capital Outlay would be reimbursed by the representatives of Trade Center Way. Interim Director Forth responded that the cost will be captured in part once the Tax Increment Financing expires.

At the request of the City Manager, Deputy Director VanderVeen presented the Fiscal Year 2020-21 revenues and associated COVID-19 impacts. She relayed that state revenues will be the most impacted, while Personal Property Taxes will only be somewhat affected. City Manager La Margo deferred to Deputy City Assessor Meshia Rose who confirmed that the current fiscal year tax base has already been set. Ms. Rose any effects wouldn't be evident until the 2022 tax base since the 2021 sales study ends March 31, 2020. Councilmember Reid stated she understands 2022 will be the resulting year but asked when the city would initially see the impacts, noting the 2008 economic downturn became truly evident by 2010. Ms. Rose responded that staff plans to monitor the market during the upcoming summer in order to have estimates by fall 2020. Deputy Director VanderVeen closed the revenue impact presentation stating that influences on several other revenue sources remain unknown at this time.

Finance Director Bill Furry presented on the planned reallocations to the millages for the upcoming fiscal year. He stated that reallocation is proposed to put more resources in the General Fund to support core services such as Public Safety and help maintain the 24 percent fund balance. City Manager La Margo stated that the city is working to spend down as compared to building the fund balance in order to sustain the General Fund. Councilmember Reid inquired as to the outcome of the current fiscal year's Spring Cleanup Program if it was postponed to the following fiscal year due to the Governor's Executive Orders. Finance Director Furry responded that if the program dollars were not spent this fiscal year, then the fund balance would carry forward to the next fiscal year.

Deputy Director VanderVeen closed the presentation by presenting the city's planned response to the expected declining revenues due to COVID-19. She stated that staff will be monitoring revenues and adjusting city expenditures accordingly. She noted the City plans to implement budget safeguards such as quarterly budgeting, increased budget status meetings with departments and delayed purchasing. Councilmember Burns inquired when staff expected to have more complete revenue information for the state. City Manager La Margo responded that the city has received the best information from the Michigan Municipal League's April 20th update but the city will not know for certain, pending a potential second wave of COVID-19. City Council then began debate regarding the potential for utilizing the part of the 24 percent fund balance to support operations. City Manager La Margo asked City Council for the opportunity to confer with the Budget Team and respond to Council at the next budget session on May 5th. Councilmember Reid expressed concern that the city's analysis may not be conservative enough, noting the state will also be seeking to fulfill financial shortcomings.

There being no further presentations, Mayor Randall encouraged City Council to ask questions. There being none, City Manager La Margo confirmed that City Council intended to continue discussion of the budget at the Budget Review Session scheduled for May 5th. City Council was urged to continue reviewing the budget documents and submit questions to Mr. La Margo in advance of the next session.

Adjournment: There being no further comments, Mayor Randall adjourned the meeting at 8:00 p.m.

Erica Eklov, City Clerk

DRAFT

CITY COUNCIL MEETING MINUTES FROM APRIL 28, 2020

The Regular Meeting was called to order by Mayor Patricia Randall at 7:00 p.m. The meeting was held virtually in accordance with the Governor's Executive Directive 2020-02 in light of COVID-19. The following members were present via the WebEx meeting platform: Councilmembers Chris Burns, Richard Ford, Lori Knapp, Claudette Reid, Terry Urban, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall. Also in attendance on the WebEx meeting platform were Deputy City Manager Adam Herringa, Deputy City Manager Mike Carroll and City Attorney Randy Brown. In attendance in Council Chambers was City Manager Joe La Margo, Communications Manager Mary Beth Block, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence in acknowledgement of the service and sacrifice of the first responders during the pandemic. Following the moment of silence, the City Council recited the Pledge of Allegiance.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Urban removed Item A.5. Motion by Ford, seconded by Reid, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF MINUTES: Motion by Ford, seconded by Reid, to approve the Regular Meeting Minutes of April 14, 2020 and Pre-Council of April 27, 2020. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF APRIL 28, 2020: Motion by Ford, seconded by Reid, to approve the Accounts Payable Register of April 28, 2020. Upon a roll call vote, motion carried 7 to 0.

LOCAL SMALL WIRELESS COMMUNICATIONS FACILITY PERMITTING & STANDARDS RESOLUTION: Motion by Ford, seconded by Reid, to adopt the Resolution Authorizing Local Small Wireless Communication Facility Permitting Standards and authorize the City Manager or his designee to enter into, grant, terminate and administer permits and all other authority necessary to effectuate the permitting process between the city and 5G wireless providers. Upon a roll call vote, motion carried 7 to 0.

PUBLIC HEARING ON FISCAL YEAR 2020-2021 BUDGET: Motion by Ford, seconded by Reid, to adopt the Resolution setting a public hearing on May 12, 2020 for the Fiscal Year 2020-2021 Proposed City Budget and the proposed 2020 tax levy. Upon a roll call vote, motion carried 7 to 0.

MINUTES OF BOARDS AND COMMISSIONS: Motion by Ford, seconded by Reid, to receive the minutes of the Planning Commission of March 19, 2020. Upon a roll call vote, motion carried 7 to 0.

MATERIALS TRANSMITTED OF APRIL 10, 2020: Motion by Ford, seconded by Reid, to receive the Materials Transmitted of April 10, 2020. Upon a roll call vote, motion carried 7 to 0.

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

PUBLIC HEARINGS:

WATER AND SEWER RATES FOR FY 2020-21 (2020 UTILITY RATE FINANCIAL STUDY):

Mayor Randall opened the public hearing and invited City Manager La Margo to begin the discussion. Mr. La Margo asked Transportation & Utilities Director Kendra Gwin to summarize the proposed rates. Due to Director Gwin's technical difficulties, City Manager La Margo asked Councilmember Ford, as chair of the Utility Rate Study Committee, to provide an update.

Councilmember Ford relayed his experience on the Utility Rate Committee and shared that he had provided an update at the April 14th Council meeting.

Mayor Randall asked fellow Utility Rate Study Committee members Knapp and Burns whether they had anything additional to add. Both relayed they did not. City Manager La Margo noted that Councilmember Ford had asked the City Administration to review the potential for smart meters and Mr. La Margo hoped to have a recommendation from a consultant soon. Mayor Randall thanked the Committee members for their service and noted there will not be any rate increases this year.

There were no questions or comments from the public. Motion by Ford, seconded by Reid, to close the public hearing. Upon a voice vote, motion carried 7 to 0. Motion by Reid, seconded by Ford, to adopt the 2020 sewer and water rate resolutions establishing sewer and water utility rates, sewer and water franchise area fees, service fees and charges outlined in the 2020 Utility Rate Financial Study as recommended by the City Administration and the City Council Water and Sewer Rate Study Committee, with rates to be effective July 1, 2020. Upon a roll call vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

ORDINANCE AMENDMENTS - ADULT USE MARIHUANA: Mayor Randall deferred Councilmember Urban for an explanation in removing the item from the Consent Agenda. Councilmember Urban relayed that he had asked for the item to be removed from the Consent Agenda as he would be voting no. He stated that recent discussions with his 13-year-old daughter regarding marihuana as a Schedule 1 drug. Councilmember Urban cited conflicts with Red Ribbon Week and the 2017 Citizen Survey despite the 2018 Proposal #1 vote for recreational marihuana. Mayor Randall commented in support of Councilmember Urban's parenting position, then highlighted the 2008 and 2018 votes in support by Portage residents noting that Council needs to support the will of the people. Councilmember Reid stated that the proposed ordinances are as restrictive as possible, but noted Council needs to monitor the issue going forward for potential concerns that may require addressing. City Attorney Brown clarified that the items currently before Council are to schedule the matters for a public hearing and final action on May 26th.

Motion by Burns, seconded by Knapp, to accept Ordinance Amendment #19/20-A (5), allowing Adult Use Marihuana in certain districts, of Chapter 42, Land Development Regulations, Article 4 (Zoning) for first reading and set a public hearing for May 26, 2020, and Ordinance Amendment #19/20-6, Marihuana Businesses, of Chapter 14, Businesses, Article 12, for first reading and consider final adoption on May 26, 2020. Upon a roll call vote, motion carried 6 to 1 with Councilmember Urban voting no.

UNFINISHED BUSINESS AGENDA:

FINAL CONDOMINIUM SUBDIVISION FOR PENNRIDGE TRAIL NO. 1: Mayor Randall deferred to Deputy City Manager Carroll, noting the petitioner was on the public phone line for any questions.

Deputy City Manager Carroll summarized prior Council action on the matter and relayed discussions with the petitioner. He noted that the City had experienced several top administration staff changes since the initial introduction of this item. Mr. Carroll also relayed that discussions with Fire Marshal Larry Moore illustrated that the current subdivision proposal was the best possible option and further reviewed the planned access points and layouts. Deputy City Manager Carroll stated that having a second entrance violates the City Code as it would place the driveways too close together and too close to the adjacent railroad tracks.

City Manager La Margo added that these concerns about how developments unfold have led to the city reviewing the existing Codes and design process going forward to improve the quality of developments. He noted that the petitioner had also offered some improvements, including additional vegetation plantings along Osterhout.

The Mayor encouraged the City Manager to develop the revised ordinances as soon as possible and relayed that she hopes to prevent clear-cutting trees in the city going forward, knowing the city is a designated Tree City. City Manager La Margo responded that he hopes to have the revised ordinances to the Planning Commission and City Council within the next month.

Motion by Burns, seconded by Ford, to approve the Final Condominium Subdivision for Pennridge Trail No. 1, 1800 West Osterhout Avenue, subject to the following conditions: a) West Osterhout improvements and storm sewer improvements and paving by August 2020 and b) completion of sidewalks and street trees by November 2021. Upon a roll call vote, motion carried 6 to 1 with Councilmember Reid voting no.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Urban relayed complained of long hair due to the extended quarantine rules but encouraged everyone to continue following the Governor's Executive Orders. He further encouraged the use of face coverings, noting that many are making face masks at home now.

Councilmember Reid thanked the frontline medical workers, noting the situation they have been placed into, working to keep everyone help healthy. She expressed appreciation for those staying home and noted that regulations are starting to loosen. Councilmember Reid reminded the public about the May 26 Council Meeting including the adult-use marihuana item and asked citizens that if they had comments there is still time to contact City Councilmembers.

Councilmember Knapp offered a reminder regarding the May 5th election and shared election statistics, highlighting that this is a great testament to voter interest and activity in Portage. She relayed there is still time to vote absentee before the election. Councilmember Knapp then offered a reminder of the Parks and Recreation Spring/Summer program guide that came out in the April *Portager* and relayed that there may be adjustments to the programs noted to maintain health and safety guidelines. She stated that any program changes will be posted on the city website as well as the city's Facebook page.

Councilmember Burns confirmed that he looking forward to the May 5th budget session for the CIP and relayed economic effects from the COVID-19 pandemic including a 23 percent unemployment rate and a \$2.6 billion revenue shortfall this year and another \$3 billion revenue shortfall next year. He continues to await the state revenue conference in mid-May

Councilmember Ford relayed that he was happy to have passed his 4th certification and was one of 500 people to do so worldwide.

City Manager La Margo added to Councilmember Burns' statement noting the city is closely monitoring revenues and expenditures. He stated the Governor had extended her "Stay Home, Stay Safe" Executive Order. He relayed that City Hall would be open on May 5th for the election but cited the Governor's strict orders on wearing facemasks including inside City Hall.

Mayor Pro Tem Pearson relayed the city revenue shortfalls with Act 51, as well as the sales tax drop due to stores currently closed. He relayed that the annual budget will now be reviewed quarterly with City Council to ensure responsible spending.

Mayor Randall reminded that the May 5th budget session would be held virtually, but noted that City Hall will be open for that same day for the election. She stated that the May 12th City Council Meeting would also be held virtually under the Governor's Executive Order. Mayor Randall then complimented City Manager La Margo for the positive public outreach banners positioned around the city and echoed Councilmember Knapp regarding the published recreational events finalized before COVID-19 and to look to the website for updates. Mayor Randall also relayed that Ramona Beach would be opening in the summer with additional lifeguards and hoped that it would create a more normal atmosphere, especially for children. She stated that the Kalamazoo Marathon had turned into a virtual platform and expressed hope that the event would be a Kalamazoo/Portage joint endeavor going forward. She closed with a reminder regarding Mother's Day on May 10th.

ADJOURNMENT: Mayor Randall adjourned the meeting at 7:46 p.m.

Erica L. Eklov, City Clerk

**MINUTES OF THE BUDGET WORK SESSION #2
OF THE PORTAGE CITY COUNCIL
MAY 5, 2020**

Mayor Randall called the meeting to order at 5:02 p.m. The meeting was held virtually in accordance with the Governor's Executive Directive 2020-02 in light of COVID-19. The following members were present via the WebEx meeting platform: Councilmembers Chris Burns, Richard Ford, Lori Knapp, Claudette Reid, Terry Urban, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall. Also in attendance on the WebEx meeting platform were Deputy City Manager Mike Carroll and Finance Director Bill Furry. In attendance in Council Chambers were City Manager Joe La Margo, Communications Manager Mary Beth Block, Deputy Finance Director Lauren VanderVeen and Deputy City Manager Adam Herringa. City Clerk Eklov was excused due to the May 5th Special Election. Deputy City Manager Herringa acted as the City Clerk. Of note, various department heads were also present and available via the WebEx platform.

At the request of Mayor Randall, City Manager Joe La Margo began his presentation and recognized Bill Furry, Lauren VanderVeen and the various department heads for their efforts in putting together the proposed Capital Improvement Plan. Mr. La Margo then reviewed the various funds that contribute to the overall City Budget. With regard to the Leaf Pick Up/Spring Cleanup Fund, Mr. La Margo shared that the Spring Cleanup program that had been delayed due to the COVID-19 crisis had been rescheduled and assured City Council that staff would make every effort to ensure residents are notified. Deputy City Manager Carroll confirmed that resumption of the program was permissible under Governor Whitmer's revised Executive Order.

With regard to the Community Development Block Grant (CDBG) funds, Councilmember Reid inquired as to how recent additional funding related to COVID-19 would be allocated. Acting Community Development Director Chris Forth stated that no determination has been made but the Human Services Board would be reviewing options and making a recommendation within the next month.

With regard to the Cable Television Fund, Councilmember Reid noted an increase in revenues and questioned how the fund could be increasing as more customers seem to be cutting traditional cable services. Director of Information Technology Devin Mackinder and Deputy Finance Director Lauren VanderVeen speculated but indicated they would research and respond.

Under Fleet and Facilities, Councilmember Burns inquired as to expenses related to gasoline and diesel fuel. Department of Public Works Director Rod Russell explained that costs for the current fiscal year were lower due to the light winter and that, despite current low fuel prices, he stated his preference for keeping anticipated expenses at proposed levels given that prices could easily rise to pre-COVID levels. Councilmember Urban inquired if there is a contract in place for fuel and Mr. Russell responded in the negative.

There being no further questions on other funds, City Manager La Margo introduced the proposed Capital Improvement Program (CIP) and indicated that, since creation of the proposed CIP, anticipated revenues have declined due to the impact of COVID-19. In response to anticipated reductions in revenue, Mr. La Margo stated that a thorough review of the proposed CIP was conducted and projects were prioritized. Mr. La Margo stated that his preference is for City Council to approve the CIP as

presented with the understanding that certain projects may need to be delayed and City Council would be kept apprised. Councilmember Burns inquired as to the possibility of inflation and whether projects would cost more should they be delayed. Director of Transportation and Utilities responded that significant inflation was not anticipated when it comes to major street projects. City Council next reviewed PASER ratings of the streets and what impact a delay may have. Mayor Randall speculated that construction costs, which were on the rise last year, may decrease as a result of the pandemic. In response to an inquiry from Mayor Pro Tem Pearson, Mr. La Margo and Ms. Gwin reviewed policies regarding sidewalk installation. Councilmember Reid asked about the installation of asphalt curbs v. concrete curbs on local streets. Mr. La Margo stated that city staff would review the installation of the two types of curbs for consistency and quality.

In response to an inquiry, Mr. La Margo stated that City Administration would likely be coming to City Council to request authorization to issue bonds in the amount of \$6.9 to \$7.3 million early in the next fiscal year. Such issuance would result in maintaining or a slight reduction in debt levels. Should revenues exceed the conservative projections, City Administration would return to ask for additional bonding authority.

Mr. La Margo next moved through each CIP fund category and highlighted projects identified to move forward and those that may be subject to delay. During the review, Councilmember Reid inquired if previously approved projects (such as the airport water main) had associated funding. Mr. La Margo explained that while a project has been authorized it does not necessarily equate to funding being in the bank and available. He continued by stating that a review of authorized projects is underway and a future Committee of the Whole meeting on this topic is likely.

With regard to the new Community Senior Center project, Mr. La Margo gave a review of current donations involving pledges and actual dollars in the bank. He continued by explaining that city funding will likely be necessary beyond what was initially pledged and Councilmember Reid noted that Council action would be necessary to alter previous Council action in this regard. Mayor Randall expressed optimism that additional pledges may yet come in but that fundraising has been challenged by the pandemic. In response to an inquiry from Councilmember Urban, Mr. La Margo reviewed the rationale for identifying projects that should proceed v. those that may proceed should funding be available.

Following the review of CIP projects, Deputy Finance Director Lauren VanderVeen and Finance Director Bill Furry reviewed the bonding necessary to complete the various levels of projects. Mr. La Margo shared that he recognized City Council's desire to avoid taking on additional debt and reviewed the impact various bonding levels would have on the city's debt level. Mr. Furry then reviewed the recent bond sale and how it supports previously approved projects. Transportation and Utilities Director Kendra Gwin reviewed the construction schedule for the major street projects.

Councilmember Reid asked why City Council should approve the proposed CIP when it appears several projects will not happen. Mr. La Margo explained that revenue estimates could be off and having projects pre-approved can take advantage of should funding be available. He continued by stating that any additional bonding and major projects would require Council approval regardless. Ms. VanderVeen explained that, similar to the plan for the operating budget, staff would be providing updates to City Council on a regular basis. Councilmember Burns shared his support for either making updates to the proposed CIP at this meeting or requesting that City Administration provide City Council with, at a minimum, quarterly updates on the CIP and project status. Mayor Pro Tem Pearson concurred and

shared his preference for quarterly updates. Councilmember Urban referenced the fact that City Council must approve debt issuance so he was comfortable leaving in all of the proposed projects.

Due to the low interest rates in the current municipal bond market, Mr. La Margo stated that he would likely request authorization to proceed with a bond issuance early in the fiscal year. Mr. Furry indicated that he had checked with a financial advisor who concurred that an early bond issuance would likely be in the best interest of the city. Mr. Burns pointed to the city's current debt profile and stated that, based on his experience, it is very reasonable. He noted that while other communities may have lower debt, they also have significant pension and other post-employment liabilities.

Ms. Vanderveen next reviewed outstanding questions identified in the first budget review session such as the employee wellness program, reallocation of some funding by the Human Service Board, maintenance funding for the Department of Public Works (DPW) and funding for services such as removing diseased trees.

Mr. La Margo next reviewed proposed changes to various millages that would be reduced to afford a corresponding increase to the general fund millage. He and Ms. VanderVeen explained that this would be a one-time endeavor to help offset the impact of the pandemic on operating funds. In response to an inquiry, Mr. Furry reviewed the timing of State of Michigan distributions to municipalities (such as ACT 51 dollars).

Mr. La Margo provided a brief summary of the two budget sessions and there was consensus that a third budget review session was unnecessary. He then complimented Mr. Furry and Ms. VanderVeen for their work in putting together the proposed budget and thanked department heads for their support and willingness to identify potential changes in light of the impact of the pandemic

Adjournment: There being no further comments, Mayor Randall adjourned the meeting at 7:33 p.m.

Adam Herringa, Deputy City Manager

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF MAY 11, 2020**

Mayor Patricia Randall, via the WebEx meeting platform, called the meeting to order at 8:00 a.m. Councilmembers Chris Burns, Lori Knapp, Claudette Reid and Mayor Pro Tem Jim Pearson also joined via the WebEx meeting platform. Councilmembers Richard Ford and Terry Urban were absent with excuse. Also in attendance were City Manager Joseph La Margo, Deputy City Manager Mike Carroll (via WebEx meeting platform), Deputy City Manager Adam Herringa (via WebEx meeting platform), Communications Manager Mary Beth Block, and City Clerk Erica Eklov (via WebEx meeting platform).

Mayor Randall began by reviewing the agenda. With regard to Item A.2, Councilmember Burns inquired about Check #13091 regarding the three plow trucks. He asked at what prior meeting Council approved the purchase. City Manager La Margo stated he would research and respond.

With regard to Item A.3, Mayor Pro Tem Pearson requested clarification relating to Fire Station #2 and whether the plan for the proposed Station Alerting System included installation in the existing station then relocation to the new station under construction and cost. City Manager La Margo responded that his understanding was the system would only be installed in the newly constructed Fire Station #2. Mayor Randall asked if the \$64,500 installation cost included all three Fire Stations. City Manager La Margo confirmed that it did. Councilmember Knapp inquired whether this project was previously budgeted for as part of the new Fire Station #2. City Manager La Margo stated that the Station Alerting Systems are a separate undertaking. Mayor Pro Tem Pearson stated that these Station Alerting Systems are likely a directive from the Kalamazoo County Consolidated Dispatch Authority (KCCDA) but he is not aware when the KCCDA approved such a recommendation. He further asked whether the other jurisdictions in the KCCDA were also installing these systems and if so, should the KCCDA fund the expenditures. Councilmember Reid then asked if this purchase was a sole source and whether the existing systems are obsolete. City Manager La Margo confirmed that he would research further and respond.

With regard to Item A.4, Councilmember Knapp asked about the access points for the proposed Streamsong site plan in light of recent discussions relating to the Pennridge Trail subdivision. She noted two illustrated access points on Osterhout Avenue and asked when the second drive would be constructed based on the number of units. She further inquired about the purposed of the additional access drive to the east, which seems to lead nowhere. Councilmember Knapp also asked whether the city has had any discussions with the developer regarding tree cutting on the south side of the plat. Mayor Randall then noted that this particular subdivision plan had begun prior to Mr. La Margo's administration. Councilmember Reid echoed Councilmember Knapp's concerns regarding access points. Ms. Reid asked whether it was possible at this point in the development process to maintain the second access drive on Osterhout instead of building on the lot in the final stages. City Manager La Margo confirmed that staff would research each aspect and respond.

With regard to Item A.5, Councilmember Reid inquired as to the prudence in constructing a third hotel within the Downtown Development Authority (DDA) district in light of issues with lodging and hospitality in the current COVID-19 economic situation. City Manager

La Margo responded, stating that initial funds will be invested to improve the area and noted that recent staff discussions with the developer indicate continued plans to proceed with the hotel project. Deputy City Manager Carroll noted that any changes to the plan would require a revision of the Development Agreement and review by the DDA. Councilmember Knapp inquired whether any recent market studies have been completed to determine whether a third hotel in the noted area remains a viable plan. She further requested that any city investments going forward include data to illustrate the best course of action for the city. City Manager La Margo noted that the city has already contracted commercial/industrial market study to be completed soon, but not before the Council's next regular meeting. He further remarked on his recent experience during his interview process to unsuccessfully book lodging at the two existing hotels due to their consistent high demand.

Councilmember Knapp subsequently requested clarification on Item A. 6 regarding the dollar figures provided in the report to City Council. Deputy City Manager Carroll responded that he would provide further explanation on the calculations in the response to Council. Councilmember Knapp further requested that the City Administration also get assurance from the proposed hotel operator regarding the intent to continue with the hotel in the DDA.

With regard to Item A.6, Councilmember Reid inquired why City Council is being asked to accept the Fiscal Year 2018-19 DDA Annual Financial Report in 2020. City Manager La Margo responded that it is likely due to how the DDA meetings fall in the calendar, but he would further research and respond.

With regard to Item A.7, Councilmember Reid requested confirmation that there were no additional changes proposed to the Vicksburg Sanitary Sewer Transport Agreement other than a change to the dates. City Manager La Margo confirmed. There was additional discussion regarding the need for the revised agreement at this time due to outside funding requirements with the Vicksburg Mill project. Mayor Pro Tem Pearson questioned the map illustrating the proposed sewer line along the east side of Austin Lake and inquired whether the additional flow would increase odor and noise issues with the existing pump station in that area. Deputy City Manager Carroll responded that the proposal includes the construction of a new sewer line farther away from the lake, which should mitigate any issues.

With regard to Item D.1, Councilmember Reid asked if the proposed budget was currently posted to the city website. City Manager La Margo confirmed.

Mayor Randall closed the meeting, reminding everyone that the May 12th Council Meeting would be held virtually again as the Governor had extended her Executive Order through June 30. She further asked the City Manager to review the scheduled May 26th Board and Commission Interview Session for potential alternatives or virtual meeting capacity.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:40 a.m.

Erica L. Eklov, City Clerk

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: Approve the Accounts Payable Register of May 12, 2020 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 April 17, 2020 through May 2, 2020 and notes \$525,955.00 in automated clearing house payments, \$879,529.01 in paper checks, and \$548.92 in auto-pay payments for a grand total of \$1,406,032.93.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of May 12, 2020

ACCOUNTS PAYABLE REGISTER
Check Dates From: 4/18/2020 to 5/02/2020

Page 1 of 5

Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
04/24/2020	13059(A)	A NEW LEAF	PLANT CARE @ CITY HALL	93.50
04/24/2020	13060(A)	AMERICAN SAFETY & FIRST AID	SAFETY AND FIRST AID	291.27
04/24/2020	13061(A)	CARSTAR PORTAGE	REPAIR UNIT 161 - MMRMA COVERAGE	2,083.90
04/24/2020	13062(A)	CHARTER COMMUNICATIONS	CABLE TV	118.42
04/24/2020	13063(A)	CPS HR CONSULTING	ANNUAL TESTING MATERIALS	748.00
04/24/2020	13064(A)	DATA CONSTRUCTS LLC	WEBSITE HOSTING SERVICES	97.95
04/24/2020	13065(A)	DOUGLASS SAFETY SYSTEMS LLC	FIRE UNIFORMS	1,888.63
04/24/2020	13066(A)	ENGINEERED PROTECTION SYSTEMS, INC.	PORTAGE POL DEPT VIDEO PRORATED	77.86
04/24/2020	13067(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	TRUCK MAINTENANCE	273.88
04/24/2020	13068(A)	GORDON WATER SYSTEMS	WATER SERVICE	228.55
04/24/2020	13069(A)	GREATER KALAMAZOO UNITED WAY	UNITED WAY CONTRIBUTIONS-APRIL 2020	223.68
04/24/2020	13070(A)	GRIFFIN PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	70.00
04/24/2020	13071(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL SUPPLIES	581.90
04/24/2020	13072(A)	INNOVATIVE SHEET METALS LLC	GRAIN ELEVATOR METAL ROOFING	54,655.00
04/24/2020	13073(A)	MATERIALS RESOURCES	LATEX GLOVES AND SUPPLIES	172.26
04/24/2020	13074(A)	MEJEUR ELECTRIC LLC	BUILDING REPAIRS	888.00
04/24/2020	13075(A)	MULDERS LANDSCAPE SUPPLIES INC	MAINTENANCE SUPPLIES	510.00
04/24/2020	13076(A)	NYE UNIFORMS	MISC UNIFORMS	335.93
04/24/2020	13077(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SVCS	9,530.76
04/24/2020	13078(A)	PORTAGE FIREFIGHTERS	IAFF DUES FOR APRIL 2020	1,980.00
04/24/2020	13079(A)	PORTAGE ON-CALL FIREFIGHTERS	ONCALL FF DUES APRIL 2020	30.00
04/24/2020	13080(A)	PORTAGE POLICE OFFICERS ASSOC	PPOA DUES FOR APRIL 2020	658.00
04/24/2020	13081(A)	PREMIER SAFETY	FIRE SCBA MAINTENANCE	750.00
04/24/2020	13082(A)	R W LAPINE INC.	PROJECT SUPPLIES	3,470.57
04/24/2020	13083(A)	RIDDERMAN & SONS OIL CO. INC.	GASOLINE	15,518.15
04/24/2020	13084(A)	SIMPLIFILE LLC	MARCH DOCUMENT FILINGS	132.00
04/24/2020	13085(A)	STEELE, DANA	FIRE PREVENTION SUPPLIES	47.00
04/24/2020	13086(A)	SUBSURFACE REFLECTIONS LLC	UTILITY LOCATING - DPW	1,950.00
04/24/2020	13087(A)	SUEZ WATER ENVIRONMENTAL SERVICES	WATER METERS - MARCH	4,800.98
04/24/2020	13088(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UAW DUES APRIL 2020	500.84
04/24/2020	13089(A)	VOLOGY, INC.	CISCO 6 LINE PHONE MODEL #8811	137.75

ACCOUNTS PAYABLE REGISTER
Check Dates From: 4/18/2020 to 5/02/2020

Page 2 of 5

Check Date	Check	Vendor Name	Description	Amount
04/24/2020	13090(A)	WARNER NORCROSS & JUDD LLP	LEGAL FEES & RETAINER FEES	4,281.67
04/24/2020	13091(A)	WEST MICHIGAN INT'L LLC	3 INT'L HARV HV607 PLOW TRUCK	289,742.04
05/01/2020	13092(A)	C D W GOVERNMENT, INC.	PANASONIC TOUGHBOOKS-PATROL VEH	1,534.65
05/01/2020	13093(A)	CARRIER & GABLE	T/S EQUIPMENT - PORTAGE @ ROMENCE	1,399.55
05/01/2020	13094(A)	CONTINENTAL LINEN SERVICES	EVENT LINENS	93.43
05/01/2020	13095(A)	ENGINEERED PROTECTION SYSTEMS, INC.	REPAIR WIRING IN RECORDS	216.50
05/01/2020	13096(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,305.98
05/01/2020	13097(A)	GRIFFIN PEST SOLUTIONS, INC.	FIRE FACILITY MAINT.	61.00
05/01/2020	13098(A)	HALL BUILDERS LLC	NEW FIRE STATION 2	78,930.00
05/01/2020	13099(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	9,353.18
05/01/2020	13100(A)	JONES & HENRY ENGINEERS, LTD	ENGINEERING SERVICES	576.06
05/01/2020	13101(A)	LOWE'S HOME CENTER	FIRE CLEANING SUPPLIES	7.59
05/01/2020	13102(A)	MOORE, LARRY	TUITION REIMBURSEMENT	425.25
05/01/2020	13103(A)	PHILLIPS, KIMBERLY	REIMBURSEMENT FOR EXPENSES	79.89
05/01/2020	13104(A)	PRINTING SERVICES INC	PRINTING SVCS - E3 CAMPAIGN	14,534.08
05/01/2020	13105(A)	R W LAPINE INC.	HVAC SERVICES AND REPAIRS	11,066.79
05/01/2020	13106(A)	SEVERANCE ELECTRIC COMPANY, INC	MILHAM/OAKLAND TRAFFIC SIGNAL PHASING	8,760.00
05/01/2020	13107(A)	WOLVERINE POWER SYSTEMS	FIRE FACILITY MAINT	742.56
Total ACH Transactions:				525,955.00

Check Type: Paper

04/20/2020	313245	USPS	REFILL POSTAGE METER	5,000.00
04/24/2020	313246	ADRIAN J KOOPSEN BUILDER, INC.	INTERCONNECTION EGRESS DOOR	4,961.00
04/24/2020	313247	ALLEGRA PRINT & IMAGING	FISH FAIR BANNER PRINTING	1,119.00
04/24/2020	313248	ASCENSION MICH OCCUPATIONAL HEALTH	POST OFFER PHYSICALS	894.00
04/24/2020	313249	AT&T LONG DISTANCE	LONG DISTANCE SERVICE	56.99
04/24/2020	313250	AVANTINI, CARMINE P	CONSULTING/REDEVELOPMENT READY	2,210.00
04/24/2020	313251	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	252,481.86
04/24/2020	313252	D L GALLIVAN INC.	CONTRACT INVOICE	142.36
04/24/2020	313253	EMERGENCY VEHICLE PRODUCTS	REPLACE ANTENA	1,520.91
04/24/2020	313254	ENVIRONMENTAL RESOURCES GROUP, LLC	STORM WATER MONITORING PROG	4,833.98
04/24/2020	313255	GORDON FOOD SERVICE	FIRE CLEANING SUPPLIES	17.96
04/24/2020	313256	GREATER KALAMAZOO FOP LODGE 98	FOP PORTION OF PPOA DUES APRIL 2020	3,130.44

ACCOUNTS PAYABLE REGISTER
Check Dates From: 4/18/2020 to 5/02/2020

Page 3 of 5

Check Date	Check	Vendor Name	Description	Amount
04/24/2020	313257	GUTH ILLUSTRATION & DESIGN	EVENT POSTERS/BANNERS	1,100.00
04/24/2020	313258	HALL BUILDERS LLC	NEW FIRE STATION 2	364,284.83
04/24/2020	313259	HOME DEPOT	MISC BUILDING SUPPLIES	193.71
04/24/2020	313260	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES MAR 2020 MOBILE HM TAX	477.50
04/24/2020	313261	KALAMAZOO FIRST ASSEMBLY OF GOD	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313262	KAY PARK RECREATION	MAINTENANCE SUPPLIES	1,324.00
04/24/2020	313263	KIESER & ASSOCIATES, LLC	PHASE 1 ESA 9224 PORTAGE INDUSTRIAL DR	1,550.00
04/24/2020	313264	KITCH DRUTCHAS WAGNER VALITUTTI & S	PROFESSIONAL SERVICES RENDERED	4,790.00
04/24/2020	313265	KSS ENTERPRISES	BUILDING MAINTENANCE	6,885.14
04/24/2020	313266	LORD OF LIFE LUTHERAN CHURCH	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313267	MICHIGAN SECURITY & LOCK	MISC LOCK AND KEY SERVICES	125.00
04/24/2020	313268	MILES, MATTHEW	UNCASHED PAYROLL CHECK	31.72
04/24/2020	313269	PATHFINDER CHURCH	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313270	PORTAGE CHAPEL HILL UMC	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313271	PORTAGE PUBLIC SCHOOLS	REIMB 2019-20 SCHOOL YR SRO	11,478.44
04/24/2020	313272	PRINCE OF PEACE LUTHERAN CHURCH	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313273	ROSE STREET ADVISORS, LLC	COMPENSATION ANALYSIS PROJECT	1,000.00
04/24/2020	313274	SHI INTERNATIONAL CORP.	FIRE TECHNOLOGY	2,219.90
04/24/2020	313275	SOIL & MATERIALS ENGINEERS, INC	NEW FIRE ST 2	4,715.00
04/24/2020	313276	SPC SPECIALTY PRODUCTS, LLC	SPECIALTY PATCH	3,500.00
04/24/2020	313277	ST. CATHERINE OF SIENA CHURCH	ELECTION PRECINCT PAYMENT	100.00
04/24/2020	313278	STALKER RADAR	RADAR CABLE	122.00
04/24/2020	313279	STONEGATE MANAGEMENT, INC.	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313280	SUPERIOR ASPHALT, INC.	PCBPT ASPHALT REPAIRS	2,150.00
04/24/2020	313281	THE BRIDGE	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313282	TROIS AMIS CORP	CEMETERY FENCE, SOUTH, DRY PRAIRIE, INDIAN FII	45,668.00
04/24/2020	313283	UNION STREET HYDRAULICS	TINK CYLINDER REPAIRS	2,161.28
04/24/2020	313284	UNITED PARCEL SERVICE	UPS WEEKLY	12.00
04/24/2020	313285	USPS	PORTAGER POSTAGE	8,000.00
04/24/2020	313286	VARNUM, RIDDERING, SCHMIDT & H	SERVICES RENDERED	249.00
04/24/2020	313287	VERIZON WIRELESS	WIRELESS CARDS	1,931.48
04/24/2020	313288	WESTMINSTER PRESBYTERIAN CHURCH	ELECTION PRECINCT RENTAL	100.00
04/24/2020	313289	WIGHTMAN	ENGINEERING SERVICES	1,365.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 4/18/2020 to 5/02/2020

Page 4 of 5

Check Date	Check	Vendor Name	Description	Amount
04/24/2020	313290	WILLIAMS & WORKS	ENGINEERING SERVICES - E CENTRE	2,168.12
05/01/2020	313291	A-1 REFRIGERATION SALES & SERV	HVAC REPAIRS	230.00
05/01/2020	313292	ADP, INC.	ADP PAYROLL & ETIME	4,910.88
05/01/2020	313293	ALLEGRA PRINT & IMAGING	PRINTING JOBS	67.00
05/01/2020	313294	AT&T	ELECTRONIC COMMUNICATIONS	474.61
05/01/2020	313295	ATLAS BUSINESS SOLUTIONS, INC.	SCHEDULE ANYWHERE LICENSE	1,684.80
05/01/2020	313296	BEYONDTRUST CORPORATION	ADDT'L BOMGAR LICENSE-COVID-19	2,250.24
05/01/2020	313297	CAMPBELL, REBECCA	SCHRIER PARK BUILDING REFUND	550.00
05/01/2020	313298	CHAPMAN, KRISTI	SCHRIER PARK BUILDING REFUND	550.00
05/01/2020	313299	D L GALLIVAN INC.	COPY MACHINGE USAGE CHARGES	22.32
05/01/2020	313300	DELL MARKETING, LP	DELL MOBILE PRECISION	4,816.57
05/01/2020	313301	DEVON TITLE AGENCY	TITLE SEARCH FEE	250.00
05/01/2020	313302	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	641.20
05/01/2020	313303	ENVIRONMENTAL RESOURCES GROUP, LLC	STORM WATER MONITORING PROG	5,107.67
05/01/2020	313304	HALT FIRE, INC.	FIRE APPARATUS MAINT	480.87
05/01/2020	313305	HIPPEN, CAROLYN	TRIP REFUND CAPE COD	50.00
05/01/2020	313306	HOME DEPOT	FIRE TECH RESCUE SUPPLIES	956.78
05/01/2020	313307	IBISON, MISTY	2020 FISH FAIR EVENT REFUND	50.00
05/01/2020	313308	JONES, TRAVIS	2020 SUMMER SOFTBALL LEAGUE REF	1,070.00
05/01/2020	313309	KALAMAZOO COUNTY FINANCE DEPT.	HAZARDOUS WASTE DISPOSAL	22.41
05/01/2020	313310	KSS ENTERPRISES	HAND SANITIZER	300.00
05/01/2020	313311	LINDERS, JUDITH	TRIP REFUND CAPE COD	100.00
05/01/2020	313312	MANDERS, HARRISON	TUITION REIMBURSEMENT	310.50
05/01/2020	313313	MOSES FIRE EQUIPMENT, INC.	FIRE APPARATUS MAINT.	1,089.59
05/01/2020	313314	NATIONS TITLE AGENCY OF MICHIGAN	OP FINAL BILL 5845 BELARD ST	16.70
05/01/2020	313315	NEWHALL KLEIN	TECH PLAN	2,182.32
05/01/2020	313316	NUYEN, AMANDA	APR- MAY WESTFIELD SOFTBALL REF	150.00
05/01/2020	313317	OFFICE DEPOT, INC.	FIRE OFFICE SUPPLIES	231.98
05/01/2020	313318	PAPWORTH, NANCY	TRIP REFUND CAPE COD	50.00
05/01/2020	313319	PAVER, BRITTANY	OP FINAL WATER BILL 5125 MIDFIE	26.19
05/01/2020	313320	PENNELL, WENDY	GRAIN ELEVATOR RENTAL REFUND	410.00
05/01/2020	313321	STATE OF MICHIGAN (BOILER DIV)	FIRE FACILITY MAINT	250.00
05/01/2020	313322	STATE OF MICHIGAN (DOT)	ROMENCE/OAKLAND/CONSTITUTION CONST.	86,153.23

ACCOUNTS PAYABLE REGISTER
Check Dates From: 4/18/2020 to 5/02/2020

Page 5 of 5

Check Date	Check	Vendor Name	Description	Amount
05/01/2020	313323	STATE OF MICHIGAN (EGLE)	WATER USE	200.00
05/01/2020	313324	STATE SYSTEMS RADIO, INC	MISC RADIO REPAIRS	2,227.77
05/01/2020	313325	THRYV, INC.	YELLOW PAGES AD PAYMENT	49.50
05/01/2020	313326	USPS	PERMIT 58 MAILING - POSTAGE	1,000.00
05/01/2020	313327	USPS	REFILL PSTG METER - 13K BALLOTS	5,000.00
05/01/2020	313328	VANGUARD FIRE & SUPPLY CO., INC.	VANGUARD FIRE SUPPLY	270.00
05/01/2020	313329	VERSALIFT MIDWEST, LLC	BUCKET TRUCK MATERIAL	2,085.00
05/01/2020	313330	WASTE MANAGEMENT	DISPOSAL SERVICES	256.50
05/01/2020	313331	WATKINS, ROSS & CO.	DBP RETIREMENT PAPERWORK	200.00
05/01/2020	313332	WEST, MICHAEL AND VANESSA	OP FINAL UTILITY BILL 4782 IDLE	45.64
05/01/2020	313333	WILLIAMS ASSOCIATES ARCHITECTS, LTD	ARCHITECT FIRE ST. #2	7,968.12
Total Paper Checks:				879,529.01
Check Type: Auto-Pay Payment				
4/20/2020		CONSUMERS ENERGY	GAS-ELECTRIC	439.50
4/30/2020		CONSUMERS ENERGY	GAS-ELECTRIC	109.42
Total Auto-Pay Payments:				548.92
Grand Total:				1,406,032.93

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Fire Station Alerting System Purchase and Installation - Bid Tabulation

SUPPORTING PERSONNEL: Nicholas Arnold, Director of Public Safety - Police / Fire Chief
Stacy French, Assistant Fire Chief

ACTION RECOMMENDED: Approve:

1. the purchase of three Phoenix G2 Station Alerting systems from US Digital Designs for in the amount of \$179,403.25,
2. the installation of this equipment by Esper Electric for the amount of \$64,500,

and authorize the City Manager to execute all documents on behalf of the city.

The fiscal year 2019-2020 Capital Improvement Program budget includes a project to replace the current fire station alerting at City of Portage Fire Stations No. 1, No. 2 and No. 3. A fire station alerting system is used to notify fire personnel within the station of an incident that needs a response. This is the primary means to communicate such calls for service.

The existing fire station alerting system has been in use for 25 years, and is obsolete, with several parts needing replacement that can longer be obtained. Replacement of the existing system at all three fire stations will provide alerting more quickly and enable enhancements to better serve First Responders by providing appropriate notification with visual information pertaining to the particular call. Having this information provided in several formats ensures First Responders are aware of the specific type of call they are being dispatched to, minimizes the time it takes to respond and allows crews to respond in the appropriate pieces of equipment. Additionally, the enhanced alerting will be automated from the Kalamazoo County Consolidated Dispatch Authority (KCCDA) dispatching computer system rather than manually activated, as is currently done. It is recommended that a new fire station alerting system be installed at all three fire stations, in conjunction with the construction of the new Fire Station No. 2. The complete system would go live prior to the completion of the new Fire Station No. 2.

The proposed Phoenix G2 platform by US Digital Designs is currently the only system capable of

interfacing with KCCDA and is, therefore, a sole-source purchase.

Sealed bids were sought for the installation of the fire station alerting system components and necessary wiring at the three fire stations. Two bids were received on April 16, 2020. One bid was found to be non-responsive and eliminated from consideration. The remaining bid in the amount of \$64,500 was received by Esper Electric, of Kalamazoo, Michigan. Esper Electric is also the current electric contractor for the Fire Station No. 2 construction project.

It is recommended that City Council approve the purchase of three Phoenix G2 Station Alerting systems from US Digital Designs for in the amount of \$179,403.25, the installation of this equipment by Esper Electric for the amount of \$64,500 and authorize the City Manager to execute all documents on behalf of the city.

FUNDING: Funding is allocated for this project in the Fiscal Year 2019-2020 Capital Improvement Program budget.

Attachments:

1. US Digital Designs Quote
2. Installation of Station Alerting System for Fire Stations - Bid Tabulation

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

City of Portage, Michigan
Department of Public Safety - Fire Division

Project:

G2 Fire Station Alerting System
Three (3) Station Systems

Proposal number:

MI_PRTG012

Revision #

2

[Pricing Protected per Public Procurement Authority (PPA), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC dba FireRescueGPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at <https://nppgov.com/contract/us-digital-designs>]

City of Portage, Michigan is Already Member # M-5718883 / Portage Fire Department is Member # M-5713176

Quote Date:

17-Mar-2020

Quote Expires:

15-Jun-2020

INSTALLATION BY:

Installation is not Assumed or Included by USDD
Customer to Contract Directly with a Certified G2 Installer

By:

Peter Donkin
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27
Tempe, AZ 85281
602-687-1759 direct
480-290-7892 fax
pdonkin@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/17/2020
Expires: 6/15/2020

Quote SUBMITTED TO:
City of Portage, Michigan
Department of Public Safety - Fire Division

REF PROPOSAL
MI_PRTG012 v2 STATION-LEVEL

STATION 12-1

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.MI_PRTG.ALL STATIONS.FSA.2020.03.17.pdf

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ -	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ 6,592.50	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40	
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 102.60	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	2	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 1,305.00	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 1,147.50	

SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	8	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 7,560.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	3	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 132.30	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	TBD	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 774.90	
SP12a	Ea	USDD	7	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 12,757.50	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	7	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,047.50	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	TBD	34	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 2,601.00	
SP18b	Ea	TBD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	TBD	7	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,953.00	
SP20	Ea	TBD	2	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ 95.40	
SP21	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 990.00	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (Installation is not assumed or included by USDD in this proposal, customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,267.99	\$ 2,041.19	\$ 2,041.19	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,134.00	\$ 1,020.60	\$ 1,020.60	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 391.74	\$ 352.57	\$ 352.57	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 56.36	\$ 50.72	\$ 50.72	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 6,185.43	\$ 5,566.89	8350.3305 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 6,185.43	\$ 5,566.89	\$ -	

STATION 12-1		System:	\$ 65,319.38
		Shipping:	\$ 2,005.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 67,324.38

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/17/2020
Expires: 6/15/2020

Quote SUBMITTED TO:
City of Portage, Michigan
Department of Public Safety - Fire Division

REF PROPOSAL
MI_PRTG012 v2 STATION-LEVEL

STATION 12-2

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.MI_PRTG.ALL STATIONS.FSA.2020.03.17.pdf

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ -	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ 6,592.50	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40	
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 102.60	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	2	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 1,305.00	
SP3a	Ea	USDD	2	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 1,755.00	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 1,147.50	

SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	14	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 13,230.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	5	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 220.50	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	TBD	5	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 1,291.50	
SP12a	Ea	USDD	6	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 10,935.00	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	11	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 3,217.50	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	TBD	25	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 1,912.50	
SP18b	Ea	TBD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	TBD	10	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 2,790.00	
SP20	Ea	TBD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 990.00	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (Installation is not assumed or included by USDD in this proposal, customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,249.84	\$ 2,024.85	\$ 2,024.85	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,124.92	\$ 1,012.43	\$ 1,012.43	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 391.44	\$ 352.30	\$ 352.30	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 57.01	\$ 51.31	\$ 51.31	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 6,840.72	\$ 6,156.65	9234.972 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 6,840.72	\$ 6,156.65	\$ -	

STATION 12-2		System:	\$ 71,848.08
		Shipping:	\$ 2,169.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 74,017.08

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/17/2020
Expires: 6/15/2020

Quote SUBMITTED TO:
City of Portage, Michigan
Department of Public Safety - Fire Division

REF PROPOSAL
MI_PRTG012 v2 STATION-LEVEL

STATION 12-3

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.MI_PRTG.ALL STATIONS.FSA.2020.03.17.pdf

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ -	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	2	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 1,305.00	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 1,147.50	

SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 3,780.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 44.10	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	6	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 1,755.00	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	TBD	11	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 841.50	
SP18b	Ea	TBD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	TBD	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TBD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (Installation is not assumed or included by USDD in this proposal, customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,310.68	\$ 2,079.61	\$ 2,079.61	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,155.34	\$ 1,039.81	\$ 1,039.81	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 406.23	\$ 365.61	\$ 365.61	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 59.63	\$ 53.67	\$ 53.67	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,354.21	\$ 3,018.79	4528.1835 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,354.21	\$ 3,018.79	\$ -	

STATION 12-3		System:	\$ 37,080.79
		Shipping:	\$ 981.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 38,061.79

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 3/17/2020
Expires: 6/15/2020

Quote SUBMITTED TO:

City of Portage, Michigan
Department of Public Safety - Fire Division

REF PROPOSAL

MI_PRTG012 v2

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
STATION-LEVEL SUBTOTAL		\$ 179,403.25
Includes:	STATION 12-1 SYSTEM:	\$ 67,324.38
	STATION 12-1 WARRANTY & SUPPORT:	\$ -
	STATION 12-1 MISC.:	\$ -
Includes:	STATION 12-2 SYSTEM:	\$ 74,017.08
	STATION 12-2 WARRANTY & SUPPORT:	\$ -
	STATION 12-2 MISC.:	\$ -
Includes:	STATION 12-3 SYSTEM:	\$ 38,061.79
	STATION 12-3 WARRANTY & SUPPORT:	\$ -
	STATION 12-3 MISC.:	\$ -
Notes: Three (3) Station Systems currently included in this proposal. Installation is not assumed or included by USDD in this proposal, customer to contract directly with a Certified G2 Installer.		
US Digital Designs System Total		\$ 179,403.25

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE:** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. **SHIPPING/DELIVERY:** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
13. **CREDIT CARDS:** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
14. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
15. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**

**INSTALLATION OF STATION ALERTING SYSTEM FOR FIRE STATIONS
BID TABULATION**

Base Bid

Esper Electric 7775 North 6th Street Kalamazoo, MI 49009	\$64,500.00
--	-------------

From: [Tom O'Brien](#)
To: [Stacy French](#); [Chip Everett](#)
Subject: Revised Bid Tab for Station Alerting System
Date: Monday, April 20, 2020 4:14:41 PM
Attachments: [image001.png](#)
[Bid Tab Station Alerting.xlsx](#)
[Bid Tab Station Alerting.pdf](#)

Dropped Nerds Xpress because it was non – responsive (didn't cover all work).

Thomas G. O'Brien, CPPO, CPPB
Purchasing Manager
City of Portage
7900 South Westnedge Ave.
Portage, MI 49002
(269) 324-9284



TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Final/Site Plan for Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

ACTION RECOMMENDED: Approve the Final/Site Plan for Streamsong Condominiums Phase 2, 715 West Osterhout Avenue, subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site.

A Final/Site Plan has been submitted by SDV Development LLC, to construct Phase 2 of the Streamsong Condominiums Planned Development project at 715 West Osterhout Avenue. Streamsong Condominiums Phase 2 will include a total of 22 one-family, detached condominium units and associated site improvements on 6.42 acres.

Access to Phase 2 will continue through Streamsong Boulevard, the private street boulevard entrance that was constructed from West Osterhout Avenue, opposite the entrance to Schrier Park, with Phase 1 of the development. The internal network of private curbed streets will be extended to the south and east to serve Phase 2. Stormwater will be collected and conveyed to an existing low area located along the north side of Phase 1 near Units 45-50 and the south side of Phase 1 near Units 16-20. This stormwater infiltration area will include two emergency overflow discharges that will extend south, beneath "D" Drive, to the natural low area situated along the southern portion of the site. Given the proximity of these two stormwater emergency overflow discharges to the defined wetland area, the applicant is in communication with Michigan Department of Energy and Great Lakes (MDEGLE) to determine whether a permit will be necessary.

A report dated April 9, 2020, from the Department of Community Development provided an overview of the Streamsong Condominiums Planned Development and the second phase of the project. Approval of the Final/Site Plan for Streamsong Condominiums Phase 2 is recommended, subject to MDEGLE review and approval of the emergency stormwater overflow discharges along the southern portion of the site.

At the April 16, 2020 meeting, the Planning Commission reviewed the Final/Site Plan. Pat Flanagan of Ingersoll, Watson & McMache, the applicant's engineer, phoned into the virtual meeting to support the development project. After careful consideration, the Planning Commission voted unanimously 9-0 to

also recommend to City Council approval of the Final/Site Plan for Streamsong Condominiums Phase 2 subject to MDEGLE review and approval of the emergency stormwater overflow discharges along the southern portion of the site.

FUNDING: Not applicable

Attachments:

1. Planning Commission transmittal dated April 30, 2020
2. Planning Commission meeting minutes dated April 16, 2020
3. Department of Community Development staff report dated April 9, 2020
4. Final Plan for Phase 2 of Streamsong Condominium

TO: Honorable Mayor and City Council

FROM: Planning Commission

DATE: April 30, 2020

SUBJECT: Final Plan for Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue

During the April 16, 2020 meeting, the Planning Commission reviewed and discussed the Final Plan for the above captioned development project. Pat Flanagan of Ingersoll, Watson & McMachan (applicant's engineer) called-in to support the application. No additional citizens called-in during this virtual meeting to comment on the proposed development.

After a brief discussion, the Planning Commission voted unanimously 9-0 to recommend to City Council that the Final/Site Plan for Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue, be approved subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site.

Sincerely,


Dan Corradini
Chairman

T:\COMMDEV\2019-2020 Department Files\Memos\City Council\2020 04 30 MCC Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue (PC).docx

PLANNING COMMISSION

April 16, 2020

 **DRAFT**

The City of Portage Planning Commission meeting of April 16, 2020 was called to order by Chairman Corradini at 7:00 p.m. Pursuant to the "Remote Attendance Rules for Meetings" and Michigan Governor Whitmer's Executive Order 2020-21, this meeting was held remotely with Commissioners, staff, applicants and the general public participating via telephone call-in.

IN ATTENDANCE

Michael West, Senior City Planner and Charlie Bear, Assistant City Attorney.

ROLL CALL

Mr. West called the roll: Meyer (yes); Pezzoli (yes); Baldwin (yes); Joshi (yes); Schimmel (yes); Corradini (yes); Fries (yes); Patterson (yes); and Harrell-Page (not present). A motion was offered by Commissioner Schimmel, seconded by Commissioner Fries, to approve the Roll. Upon a roll call vote: Patterson (yes); Fries (yes); Corradini (yes); Schimmel (yes); Joshi (yes); Baldwin (yes); Pezzoli (yes) and Meyer (yes), the motion was approved 8-0.

- Commissioner Harrell-Page called-in to the meeting at 7:05pm

APPROVAL OF MINUTES

Chairman Corradini referred the Commission to the March 19, 2020 meeting minutes contained in the agenda. Commissioner Joshi asked for a wording change on Page 2 (replace a group daycare home does "interfere" with the quality of life, with a group daycare home does "affect" the quality of life). A motion was made by Commissioner Fries, seconded by Commissioner Baldwin, to approve the minutes as amended. Upon a roll call vote: Joshi (yes); Meyer (yes); Harrell-Page (yes); Pezzoli (yes); Baldwin (yes); Corradini (yes); Patterson (yes); Fries (yes); and Schimmel (yes), the motion was unanimously approved 9-0.

SITE/FINAL PLANS

1. Final/Site Plan: Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue. Mr. West summarized the April 9, 2020 staff report regarding a request by SDV Development LLC to construct Phase 2 of the Streamsong Condominiums Planned Development (PD). Mr. West indicated that Phase 2 of Streamsong Condominiums would include a total of 22 one-family detached condominium units and associated site improvements on 6.42 acres. Mr. West provided a brief history of the PD rezoning and development and discussed access, storm water management, sidewalks and indicated the second phase of the Streamsong Condominiums PD has been designed in substantial conformance with the approved tentative plan. Mr. West stated the final/site plan was recommended for approval subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site.

Pat Flanagan of Ingersoll, Watson & McMachen (applicant's engineer) called-in to support the application and discuss the development project. After a brief discussion, a motion was made by Commissioner Joshi, seconded by Commissioner Harrell-Page, to recommend to City Council that the Final/Site Plan for Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue, be approved subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site. Upon a roll call vote: Harrell-Page (yes); Patterson (yes); Fries (yes); Joshi (yes); Corradini (yes); Schimmel (yes); Baldwin (yes); Pezzoli (yes); and Myer (yes), the motion was unanimously approved 9-0.

TO: Planning Commission

DATE: April 9, 2020

FROM: Christopher Firth, Interim Director of Community Development

SUBJECT: Final Plan for Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue

I. INTRODUCTION:

A final plan has been submitted by SDV Development LLC, to construct Phase 2 of the Streamsong Condominiums Planned Development project at property addressed as 715 West Osterhout Avenue. Streamsong Condominiums (Phase 2) will include a total of 22 one-family detached condominium units and associated site improvements on approximately 6.42 acres. As information for the Commission, Phase 1 of the Streamsong Condominiums Planned Development received City Council approval on August 8, 2017 and construction of individual condominium dwellings is nearing completion.

II. CONSISTENCY WITH APPROVED TENTATIVE PLAN:

On March 14, 2017, City Council approved the PD, planned development zoning change and associated tentative plan/narrative for the Streamsong Condominiums Planned Development that included a mixed residential condominium project on the approximate 39-acre tract of land. The overall development consists of 102 single family detached and attached residential dwellings constructed in four phases with an interior network of private streets and an overall development density of approximately 2.6 units/per acre based on the entire 39-acre site (3.5 units/per acre when excluding the wetlands and upland areas located along the eastern portion of the site). The approved tentative plan also included a clubhouse/pool that was constructed with Phase 1 of the development.

On December 18, 2018, City Council approved a Tentative Plan Amendment which allowed a reduction in the minimum dwelling unit floor area from between 1,550 – 1,850 square feet, to between 1,218 – 1,499 square feet for up to 40% of the condominium units (up to 41 units total) with the remaining condominium dwellings being at least 1,500 square feet in floor area.

Phase 2 of the Streamsong Condominiums Planned Development has been designed in substantial conformance with the approved tentative plan (see attached)

III. FINAL PLAN

Access to Phase 2 will continue through the private street boulevard entrance (Streamsong Boulevard) that was constructed from West Osterhout Avenue, opposite the Schrier Park entrance, with Phase 1 of the development. In conjunction with Phase I, the developer also constructed a left-turn lane within West Osterhout Avenue. The internal network of private curbed streets ("E" Drive and "D" Drive) will be extended to the south and east to serve Phase 2 of the development.

Storm water from Phase 2 of the Streamsong Condominiums project will be collected and conveyed from the private streets to an existing low area located along the north side of Units 45-50 and along the south side of Units 16-20 (within Phase 1). This storm water infiltration area will include two emergency overflow discharges that will extend south, beneath “D” Drive, to the natural low area situated along the southern portion of the overall site. Given the proximity of these two storm water emergency overflow discharges to the defined wetland area, the applicant is in communication with Michigan Department of Energy and Great Lakes (MDEGLE) to determine whether a permit will be necessary in conjunction with Phase 2.

Consistent with the approved tentative plan, four-foot wide concrete sidewalks will be extended and installed within Phase 2 along the east side of “E” Drive and along the north side of “D” Drive. While the approved tentative plan identified an approximate 3-foot separation between the sidewalk and the adjacent private street, the applicant during review of the Phase 1 final plan expressed concerns about this separation relating to space constraints/utilities, parking and maintenance. The approved tentative plan also identified a pedestrian walkway extending from the east end of Janelle Court cul-de-sac, between Units 13-14, to future Road “D”. However, and due to an approximate 6-foot grade change in this area and other concerns, the applicant during review of the Phase 1 final plan also proposed to eliminate this walkway. City Council subsequently reviewed and approved these changes during the 2017 review/approval of the Phase 1 final plan.

Consistent with the 2018 Tentative Plan Amendment, minimum floor area for individual condominium dwellings will range between 1,218 – 1,499 square feet for up to 40% of the overall units, with the remaining condominium dwellings being at least 1,500 square feet in floor area.

IV. RECOMMENDATION:

The final plan has been reviewed by the City Administrative departments. Staff advises that the Planning Commission recommend to City Council the final plan for Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue, be approved subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site.

Attachments: Final Plan Sheets
March 14, 2017 Approved Tentative Plan

FINAL PLAN for PHASE 2 of 'STREAMSONG' CONDOMINIUM in PORTAGE, MICHIGAN



NOTE: WITHIN EXISTING PHASE 1 (UNITS 1 - 29), SOME UNITS HAVE BEEN BUILT, SOME ARE UNDER CONSTRUCTION, AND SOME HAVE NOT YET BEEN CONSTRUCTED. POOL AREA (POOL, CLUBHOUSE, & PARKING LOT) IS COMPLETE.

FIRE DEPT. NOTES

CONSTRUCTIBLE BUILDING CONSTRUCTION SHALL NOT COME WITHIN FIRE DEPARTMENT ACCESS AND 20' WIDE EMERGENCY ACCESS DRIVE. THE FIRE FLOW FOR EACH BUILDING IS 1000 GPM FROM ONE HYDRANT WITHIN 450' OF ALL PORTIONS OF THE BUILDING. THIS FLOW IS BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING BASEMENT FOR A BUILDING OF TYPE 1-B CONSTRUCTION. SHOULD A BUILDING EXCEED 3000 SQUARE FEET, THE MINIMUM FIRE FLOW WILL BE BASED ON THE SIZE AND TYPE OF CONSTRUCTION FOR THAT BUILDING. FIRE APPROPRIATE ACCESS ROADS 20.1 TO 33 FEET WIDE SHALL BE POSTED ON ONE SIDE AS A FIRE LANE. ALL STREETS WILL BE WIDE ENOUGH TO ALLOW PARKING ON ONE SIDE OF THE STREET PER THE FIRE CODE.

PROPOSED PHASE 2
= 22 UNITS

AREA INFORMATION:
AREA (EXCLUDING OSTERHOUT AVE) = 39.0 ACRES
AREA OF CONSERVATIVE WETLAND = 2.635 ACRES
UNDEVELOPED AREA EAST OF CONSERVATIVE WETLAND = 2.92 ACRES
DEVELOPMENT AREA WEST OF CONSERVATIVE WETLAND = 2.673 ACRES



ENTIRE PROPERTY = 39.0 ACRES
ADDRESS = 715 W. OSTERHOUT AVE.
CURRENT ZONING = PD

PARCEL DESCRIPTION:

A parcel of land situated in the Southeast quarter of Section 33, T. 3 S., R. 11 W., City of Portage, Kalamazoo County, Michigan being more particularly described as follows:
The Northwest 1/4 of the Southeast 1/4 of Section 33, Town 3 South, Range 11 West.



GENERAL NOTES:

- 1) SUBJECT PROPERTY CONTAINS 39.0 ACRES AND IS CURRENTLY ZONED "PD".
- 2) SHOWN PROPERTY LINE LOCATIONS AND DIMENSIONS TAKEN FROM PRIOR SURVEY WORK BY THIS OFFICE.
- 3) SHOWN ELEVATION CONTOURS AND TOPOGRAPHIC INFORMATION TAKEN FROM TOPOGRAPHIC MAP PREPARED BY OTHERS.
- 4) SITE SHALL BE SERVED BY PUBLIC WATER MAINS AND SANITARY SEWERS.
- 5) ALL PROPOSED ROADWAYS SHALL HAVE A MINIMUM WIDTH OF 26.1 FEET BETWEEN BACKS OF CONCRETE ROLL CURBS AND SHALL BE PRIVATE.
- 6) ALL STREETS SHALL BE PAVED AND SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH CITY REQUIREMENTS.
- 7) 4 FOOT WIDE CONCRETE SIDEWALKS SHALL BE PROVIDED ON AT LEAST ONE SIDE OF ALL PROPOSED STREETS.
- 8) STREET NAMES ARE PENDING.
- 9) SITE IS PRIMARILY WOODED.
- 10) PROPOSED STORM SEWER SYSTEM SHALL BE PRIVATE AND SHALL BE OWNED AND MAINTAINED BY THE ON-SITE CONDOMINIUM ASSOCIATION.
- 11) STREET LIGHTS, STREET SIGNS, TRAFFIC CONTROL, AND LANDSCAPING SHALL BE PROVIDED.
- 12) ALL ON-SITE DWELLING CONSTRUCTION SHALL COMPLY WITH CITY OF PORTAGE AND STATE OF MICHIGAN CONSTRUCTION CODES (INCLUDING FOOTING DESIGN NEAR GROUNDWATER IF APPLICABLE).
- 13) THE MAXIMUM NUMBER OF DWELLINGS ON SITE (PER FINAL PLAN) SHALL BE 102.
- 14) OFF-STREET PARKING SPACES MAY BE INCORPORATED IN CERTAIN AREAS.
- 15) ONLY SINGLE FAMILY DETACHED UNITS ARE ALLOWED ALONG WEST PROPERTY LINE.
- 16) EROSION CONTROL PERMIT SHALL BE OBTAINED AS REQUIRED.
- 17) SANITARY SEWER AND WATER MAIN CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE STATE OF MICHIGAN (E.O.C.) AS REQUIRED.

BUILDING SETBACK INFORMATION:

MINIMUM DISTANCE BETWEEN BUILDINGS, 20.0'
MINIMUM DISTANCE BETWEEN BACK OF CURB AND FRONT OF BUILDING/DRIVE, 25.0'
MINIMUM PERMITTER ROAD WIDE SETBACK, 40.0'

BUILDING SIZE INFORMATION:

NO MORE THAN 40% OF THE DWELLINGS WITHIN STREAMSONG SHALL HAVE A FIRST FLOOR SQUARE FOOTAGE OF 1216 TO 1488. AT LEAST 80% OF ON-SITE DWELLINGS SHALL HAVE A FIRST FLOOR SQUARE FOOTAGE OF 1000-2000.

SHEET INDEX:

- 1) COVER SHEET
- 2) LAYOUT PLAN
- 3) GRADING & UTILITY PLAN
- 4) CONSTRUCTION DETAILS & NOTES

APPLICANT:

SDV DEVELOPMENT, LLC
3820 STADIUM DRIVE
KALAMAZOO, MI 49008
(269) 375-3820

REVISED: 3/20/2020
REVISED: 3/12/2020
REVISED: 2/24/2020

COVER SHEET for FINAL PLAN for PHASE 2 of 'STREAMSONG' CONDOMINIUM

IN 1/4 OF THE SE 1/4 OF SEC. 33, T. 3 S., R. 11 W., CITY OF PORTAGE, MICHIGAN
Ingersoll, Watson & McMachen, Inc.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1209 East Michigan Road - Portage, Michigan 49002 - Phone 269 344-6185 - Fax 269 344-6055

DATE: 1/26/2020
SHEET: 1
JOB NO.: 36555-2

PHASE DATA

EXISTING PHASE 1: (2017/2018 CONSTRUCTION)
OF UNITS = 29 (PLUS 1 POOL CLUBHOUSE)
AREA = 9.51 ACRES (EXCLUDES OSTERHOUT R/W AREA)
DENSITY = 30 BUILDINGS / 9.51 AC. = 3.15 BUILDINGS/ACRE

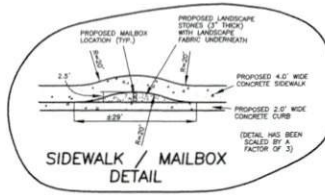
PROPOSED PHASE 2: (2020 CONSTRUCTION)
OF UNITS = 22
AREA = 6.42 ACRES
DENSITY = 22 UNITS / 6.42 AC. = 3.43 UNITS / ACRE

FUTURE PHASE(S):
AREA = 23.1 ACRES (EXCLUDES OSTERHOUT R/W AREA)

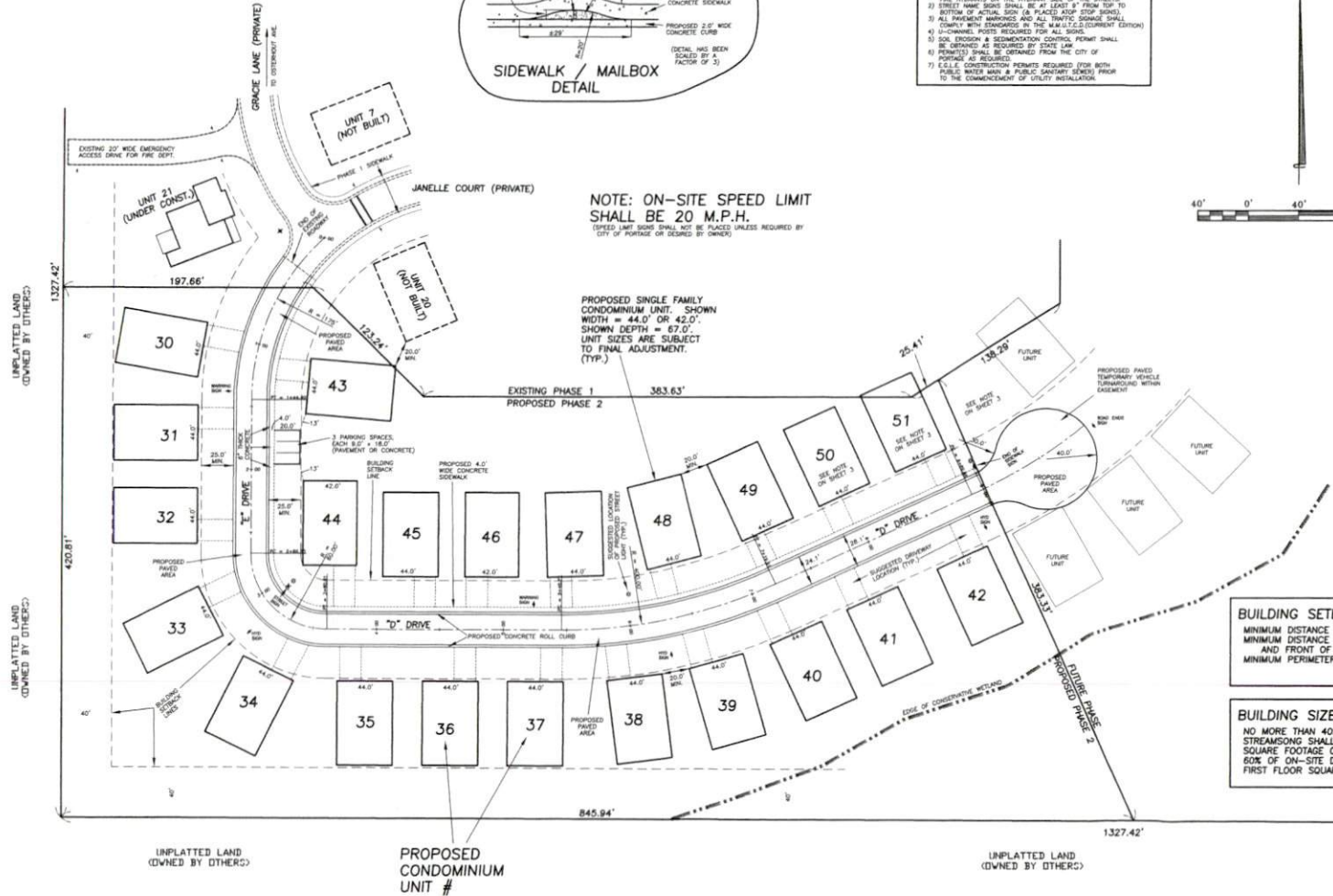
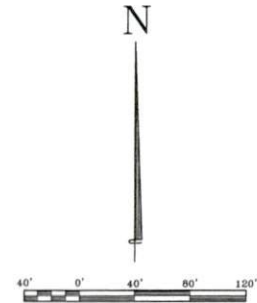
SITE DATA (ENTIRE SITE):

SITE AREA = 39.0 ACRES
OF SHOWN DWELLINGS = 102
NET DENSITY = 102 DWELLINGS/39.0 ACRES = 2.62 DWELLINGS PER ACRE
CONDOMINIUM UNIT AREA = INTERIOR OF DWELLINGS
GENERAL COMMON AREA = ROADWAYS, NATURAL AREAS, AND NON YARD AREAS
LIMITED COMMON AREAS = YARD AREAS AROUND EACH DWELLING

EXCLUDES OSTERHOUT AVENUE
RIGHT-OF-WAY AREA



- GENERAL NOTES:**
- 1) NO PARKING THIS SIDE OF STREET SIGNS SHALL BE INSTALLED STOP THE FIRE HYDRANT SIGNS AND SIGNS BETWEEN THE FIRE HYDRANTS ON THE HYDRANT SIDE OF THE STREET.
 - 2) STREET NAME SIGNS SHALL BE AT LEAST 8" FROM TOP TO BOTTOM OF ACTUAL SIGN (8" PLACES STOP SIGNS).
 - 3) ALL PARKING MARKINGS AND ALL TRAFFIC SIGNS SHALL COMPLY WITH STANDARDS IN THE M.U.T.C.D. (CURRENT EDITION).
 - 4) L-CURBING, POSTS REQUIRED FOR ALL SIGNS.
 - 5) SOIL EROSION & SEDIMENTATION CONTROL PERMIT SHALL BE OBTAINED AS REQUIRED BY STATE LAW.
 - 6) PERMITS SHALL BE OBTAINED FROM THE CITY OF PORTAGE AS REQUIRED.
 - 7) PUBLIC WATER MAIN & PUBLIC SANITARY SERVICE PRIOR TO THE COMMENCEMENT OF UTILITY INSTALLATION.



BUILDING SETBACK INFORMATION:
 MINIMUM DISTANCE BETWEEN BUILDINGS: 20.0'
 MINIMUM DISTANCE BETWEEN BACK OF CURB
 AND FRONT OF BUILDING/GARAGE: 25.0'
 MINIMUM PERIMETER REAR YARD SETBACK: 40.0'

BUILDING SIZE INFORMATION:
 NO MORE THAN 40% OF THE DWELLINGS WITHIN
 STREAMSONG SHALL HAVE A FIRST FLOOR
 SQUARE FOOTAGE OF 1218 TO 1499. AT LEAST
 60% OF ON-SITE DWELLINGS SHALL HAVE A
 FIRST FLOOR SQUARE FOOTAGE OF 1500-2000.



LAYOUT PLAN		DATE
PHASE 2 of STREAMSONG		1/26/2020
INGERSOLL, WATSON & MCMACHEN, INC.		SHEET
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS		2
1000 East William Road - Portage, Michigan 49802 - Phone 269 344-0165 - Fax 269 344-0555		JOB NO.
		36555-2

REVISED: 3/10/2020
 REVISED: 1/12/2020
 REVISED: 3/04/2020

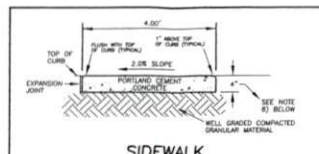
40' 0' 40' 80' 120'

N

NOTE: A DETAILED SOIL EROSION / SEDIMENTATION CONTROL PLAN AND APPLICATION WILL NEED TO BE SUBMITTED FOR PERMITTING PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. A SESC PERMIT IS REQUIRED FROM THE CITY OF PORTAGE PRIOR TO STARTING ANY EARTHMOVING ACTIVITIES.

STORM WATER DISPOSAL AREA NOTES:

- 1) SIDE SLOPES SHALL RECEIVE 4" OF TOPSOIL AND GRASS SEED.
- 2) ALL SIDE SLOPES SHALL HAVE A SLOPE OF 25% (4:1) OR FLATTER.
- 3) BOTTOM SHALL BE SAND BUT SHALL BE SEED.
- 4) SALT FENCE SHALL BE PLACED AS SHOWN.



- NOTES:
- 1) CONCRETE SHALL BE MOIST CURED 35P OR 35S, AND MEET THE FOLLOWING REQUIREMENTS:
 - ALL AGGREGATES SHALL BE LIMESTONE OR SLAG MATERIAL.
 - COMPRESSIVE STRENGTH AT 28 DAYS = 3500 P.S.I.
 - SLUMP = 3.5 TO 5.0 INCHES.
 - MODULUS OF RUPTURE AT 28 DAYS = 450 P.S.I.
 - MINIMUM PORTLAND CEMENT CONTENT = 5.50 BAGS PER CUBIC YARD.
 - 2) ONE (1) INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF NOT MORE THAN 50 FEET.
 - 3) PLANE OF WEARNESS JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF FOUR (4) FEET.
 - 4) ALL JOINTS SHALL BE CONSTRUCTED AT RIGHT ANGLES TO THE CENTERLINE OF THE SIDEWALK.
 - 5) ALL EDGES AND JOINTS SHALL BE PROPERLY TOOLED.
 - 6) THE SURFACE SHALL BE FINISHED WITH A WOOD FLOAT OR BRUSH TO PROVIDE A NON-SLIP SURFACE.
 - 7) CONCRETE SHALL BE CURED IN A MANNER APPROVED BY THE CITY OF PORTAGE.
 - 8) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
 - SD-117 RESIDENTIAL DRIVEWAY APPROACH WITH CURBED STREET
 - SD-118 RAMPED SIDEWALK TYPE 1 DETAIL

SEE ADDITIONAL DETAILS ON SHEET 4

- SEE CITY OF PORTAGE STANDARD DETAILS:
- SD-106 SANITARY SEWER STANDARD MANHOLE CASTING
 - SD-117 RESIDENTIAL DRIVEWAY APPROACH WITH CURBED STREET
 - SD-118A RAMPED SIDEWALK DETAIL
 - SD-144 TYPICAL FIRE HYDRANT ASSEMBLY
 - SD-145A STANDARD HYDRANT SIGN
 - SD-153 TYPICAL SERVICE LINE AND METER BOX INSTALLATIONS
 - SD-155A CURB STOP CONNECTION & FINAL SETTING OF CURB BOX
 - SD-166 STANDARD TRENCH DETAIL FOR DUCTILE IRON WATER MAIN

NOTE: GRAVITY BASEMENT SANITARY SEWER SERVICE MAY NOT BE AN OPTION FOR SOME UNITS WITHIN PHASE 2.

NOTE: ALL BASEMENTS THAT ARE ADJACENT TO EXISTING LOW AREA (STORM WATER DISPOSAL AREA) SHALL HAVE A LOWEST FLOOR ELEVATION OF 867.50 OR HIGHER.

NOTE: NATURAL GAS, ELECTRIC, TELEPHONE, AND CABLE TV UNDERGROUND LINES SHALL BE CENTERED APPROXIMATELY 14.0' OFF BACK OF CURB AND SHALL BE LOCATED ON THE SIDE OF THE STREET OPPOSITE THE WATER MAIN. DESIGN SHALL BE BY UTILITY OWNERS.

STORM SEWER INFO:

- 48" DIAMETER
W/LOW SOLID COVER
RIP ELEV = 873.70
12" RV (2) = 868.84
15" RV (2) = 868.84
(10' SPACING)
- WHEN TO CM3:
15' - 15" STORM @ 0.008
- 48" DIAMETER
C.L. LOW POINT = 873.44
RIP ELEV = 872.88
12" RV (2) = 868.84
15" RV (2) = 868.84
CM3 TO CM2
25.0' = 15" STORM @ 0.008
- CM2 TO CM1
25.0' = 15" STORM @ 0.008

NOTE: ALL RIP RAP PADS SHALL MEASURE AT LEAST 7' WIDE BY 14' LONG (6" TO 10" STONES, WITH FABRIC UNDERNEATH)

NOTE: ANY REQUIRED CITY SEWER AND WATER ASSESSMENT FEES SHALL BE PAID.

UTILITY LEGEND

- PROPOSED PUBLIC 8" SANITARY SEWER OR PRIVATE 6" SEWER LEAD
- PROPOSED PUBLIC 8" D.I.P. WATER MAIN OR PRIVATE 1.25" WATER SERVICE
- PROPOSED PRIVATE 12" STORM SEWER
- PROPOSED PRIVATE UTILITIES (GAS, ELECTRIC, ...)
- EDGE OF PROPOSED EASEMENT TO THE CITY OF PORTAGE FOR PUBLIC SANITARY SEWER AND PUBLIC WATER MAIN. MINIMUM WIDTH = 30.0' FEET. FINAL SIZE AND LOCATION SUBJECT TO CITY OF PORTAGE APPROVAL.

NOTE: STORM WATER BEST MANAGEMENT PRACTICES AGREEMENT SHALL BE COMPLETED AND SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF ANY OCCUPANCY PERMITS FOR DWELLINGS IN PHASE 2.

NOTE: PRIVATE UTILITY LINES (GAS, ELECTRIC, PHONE, TV, ETC.) SHALL NOT BE LOCATED WITHIN ANY EASEMENT AREA FOR CITY WATER AND CITY SANITARY SEWER. EASEMENTS TO THE CITY SHALL BE A MINIMUM 20' WIDE AND SHALL EXTEND AT LEAST 10' WIDE ON BOTH SIDES OF THE INSTALLED SEWER OR WATER PIPE. SIZE AND SHAPE OF PROPOSED EASEMENT TO THE CITY SHALL BE SUBJECT TO CITY REVIEW AND APPROVAL.

NOTE: STORM SEWER PIPE, STRUCTURES, AND BASIN SHALL BE INSPECTED AT LEAST TWICE PER YEAR, OR AS OTHERWISE SPECIFIED IN 'STORM WATER OPERATIONS AND MAINTENANCE AGREEMENT'. SYSTEM SHALL BE CLEANED AND MAINTAINED AS REQUIRED AND PER THE 'AGREEMENT'.

NOTE: CONTOUR INTERVAL FOR EXISTING CONTOURS IS 2 FEET. CONTOUR INTERVAL FOR PROPOSED CONTOURS IS 1 FOOT.

NOTE: HIGH GROUNDWATER WITHIN THIS PROPERTY IS IN THE 857 TO 858 RANGE.

NOTE: 5 INCH 'STORM' FITTINGS SHALL BE USED ON FIRE HYDRANTS.



GRADING & UTILITY PLAN		DATE
PHASE 2 of STREAMSONG		1/26/2020
INGERSOLL, WATSON & MCMACHEN, INC.		SHEET 3
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS		JOB NO. 36555-2
1209 East William Road - Portage, Michigan 49802 - Phone 269 344-0165 - Fax 269 344-0555		

- 11) CONTRACTOR SHALL BE REACHED AT 1-800-482-7171 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 12) LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST ON THIS SITE WHICH ARE NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 13) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 14) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 15) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 16) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 17) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 18) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 19) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.
- 20) CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO ANY EXCAVATION. ANY OTHER SHOWN ON THESE PLANS OR NOT.

CONSTRUCTION RULES

- 1) ALL PIPE LENGTH DISTANCES ARE FROM CENTER TO CENTER OF STRUCTURE.
- 2) ALL TRENCHING AND BACKFILLING FOR UTILITIES SHALL COMPLY WITH REQUIREMENTS OF THE CITY OF PORTAGE, STANDARD SPECIFICATIONS AND THE REQUIREMENTS INDICATED ON THE CONSTRUCTION DRAWINGS.
- 3) ALL CONSTRUCTION SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL RULES, REQUIREMENTS, AND LAWS.

- 1) ALL WATER MAINS SHALL BE ALPHA C151, CLASS 80 DUCTILE IRON PIPE, 12" WATER MAIN SHALL BE ALPHA C151, CLASS 80 DUCTILE IRON PIPE. ALL PIPE SHALL HAVE CEMENT LINING AND SHALL BE INSTALLED ACCORDING TO THE CITY OF PORTLAND STANDARD SPECIFICATIONS (AVAILABLE AT THE CITY OF PORTLAND WEBSITE: www.portland.gov)
- 2) ALL WATER MAIN CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY A CITY OF PORTLAND APPROVED INSPECTOR.
- 3) MINIMUM 5.0' AND MAXIMUM 8.0' OF COVER OVER NEW WATER MAIN PIPE IS REQUIRED UNLESS FINAL SITE SPECIFIC REQUIREMENTS ARE PROVIDED.
- 4) WATER SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTLAND STANDARD DETAIL 102-153, TYPICAL SERVICE LINE AND METER BOX INSTALLATIONS, PLUMBING PERMIT REQUIRED.
- 5) ALL WATER SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTLAND STANDARD DETAIL 102-144, AUXILIARY VALVE LOCATION.
- 6) HYDRANT SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTLAND STANDARD DETAIL 102-145, HYDRANT SIGN.

- 1) ALL SANITARY SEWER PIPE SHALL BE SDR26 PVC AND SHALL COMPLY WITH ASTM D 3033 OR ASTM D 3034. PIPE SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
- 2) ALL SANITARY SEWER CONSTRUCTION, INCLUDING MAINLINES, LATERALS, MANHOLES, AND APPURTENANCES, SHALL CONFORM WITH THE CITY OF PORTAGE REQUIREMENTS AND SPECIFICATIONS AND SHALL BE SUBJECT TO THEIR INSPECTION.

1) UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE, AND CABLE TV PRIVATE UTILITIES SHALL BE SIZED AND INSTALLED BY UTILITY OWNERS.

1. STAIN SINKER PIPE SHALL BE EITHER CORRUGATED POLYETHYLENE (P.E.) REINFORCED CONCRETE OR CORRUGATED POLYETHYLENE (P.E.) OF PORTLAND CEMENT CONCRETE.
2. CORRUGATED POLYETHYLENE (P.E.) SHALL BE 12 INCHES IN DIAMETER, 10 FEET LONG, 24 PSI STRENGTH, 1/2 INCH WALL THICKNESS, 100% CORRUGATED, NO PERFORATIONS, THE JOINTS SHALL BE 10 FEET ON CENTER.
3. PORTLAND CEMENT CONCRETE (P.C.P.) SHALL BE 4000 PSI COMPRESSIVE STRENGTH, REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM F 476.
4. THE JOINTS SHALL BE BUTTERED AND COATED WITH AN ADHESIVE.
5. ~~THE JOINTS SHALL BE BUTTERED AND COATED WITH AN ADHESIVE.~~
6. PRELIMINARY SURVEY SHALL BE CONDUCTED TO DETERMINE THE LOCATION OF EACH STAIN SINKER PIPE.
7. THE STAIN SINKER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
8. PIPE CONDUIT SHALL BE INSTALLED IN A MINIMUM OF 18 INCHES OF COVER.
9. THE JOINTS SHALL BE 10 FEET ON CENTER, BUT NOT MORE THAN 10 FEET ON CENTER AS APPROVED BY THE DISTRICT ENGINEER.
10. THE STAIN SINKER PIPE SHALL HAVE A MINIMUM OF 24 INCHES OF COVER.
11. THE STAIN SINKER PIPE AND INSTALLATION SHALL COMPLY WITH THE CODE OF PRACTICE "CONSTRUCTION OF STAIN SINKER PIPE".
12. ALL STAIN SINKER PIPE JOINTS AND GASKETS SHALL BE INSPECTED. ANY DEFECTIVE PRODUCTS SHALL BE REMOVED AND REPLACED.
13. ALL SOILD WALL STRUCTURES SHALL HAVE GASKETS BOTTOMING.
14. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT.
15. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT.
16. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT.
17. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT.
18. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT.
19. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT.
20. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED UP TO INSTALLED JOINT.

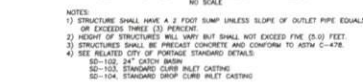
1) ALL CONSTRUCTION SHALL COMPLY WITH THE SOIL EROSION AND SEDIMENTATION CONTROL ACT (F.A.C. 62B.03) AS AMENDED AND AS MONITORED BY THE DISTRICT ENGINEER.

2) EARTHWORK CONTRACTORS SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A) BEGINNING OF FILTERING OF RUNOFF AT PROPERTY LINES WHERE EROSION COULD OCCUR.
- B) PROTECTION OF ALL EXISTING AND NEWLY CONSTRUCTED STORM SEWER STRUCTURES, WHETHER ADJACENT TO THE SITE OR ON THE SITE.
- C) MINIMIZATION OF TRACKING OF MATERIAL OFF-SITE.
- D) SWEEPING AND CLEANING OF ADJACENT INTERSECTS AS NECESSARY.

3) OWNER SHALL OBTAIN SOIL EROSION CONTROL PERMIT FROM THE CITY OF PORTLAND.

- 1) ALL DISTURBED AREAS SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL AND GRASS SEED, OR OTHER REQUIRED LANDSCAPING.
- 2) EXISTING STREETS AND YARDS SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING PRIOR TO CONSTRUCTION.

[illegible]

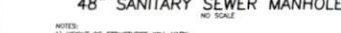
© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

NOTE: STORM SEWER MANHOLE LIDS SHALL HAVE
A STANDARD CITY OF PORTAGE LOGO ON LID AND
MANHOLES DO NOT HAVE A SUMP.



NOTES:
1) MANHOLE STRUCTURES SHALL NOT HAVE A SLUMP AND SHALL REQUIRE EIR #1040A G
WITH CITY OF PORTAGE LOGO PER CITY STANDARDS.
2) HEIGHT OF STRUCTURES WILL VARY.

- 3) STRUCTURE SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478
- 4) SOME STRUCTURES MAY HAVE TO BE ENLARGED TO ACCOMMODATE PIPES AND RESILIENT CONNECTORS. STRUCTURAL DIMENSIONS FOR LARGER DIAMETER STRUCTURES SHALL CONFORM TO ASTM C-478.
- 5) MANHOLE TOPS SHALL BE LOW #80S OR EQUIVALENT.
- 6) INSTALL STEPS AFTER STRUCTURE IS IN PLACE TO INSURE STEPS ARE LOCATED UNDER OPENING. TOP STEP SHALL BE NO MORE THAN 24 INCHES FROM TOP OF CASTING. BOTTOM STEP SHALL BE NO MORE THAN 24 INCHES FROM BECH/BOTTOM OF STRUCTURE.
- 7) SEE RELATED CITY OF PORTLAND STANDARD DETAILS:
 - SD-101, STANDARD 48" DIAMETER STRUCTURE
 - SD-103, STANDARD CURB INLET CASTING
 - SD-104, STANDARD DROP CURB INLET CASTING



- 2) STRUCTURES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478 W RUBBER GASKET TYPE JOINTS, ASTM C-443. RUBBER GASKETS SHALL NOT BE
- 3) INSTALL STEPS AFTER STRUCTURE IS IN PLACE. IF NECESSARY, TO INSURE STEPS LOCATED UNDER OPENINGS, THEY MUST BE AT LEAST 2" HIGHER THAN 24" HIGHER

4) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
SD-105, STANDARD MANHOLE
SD-106, SANITARY SEWER STANDARD MANHOLE CASTING
SD-107, SANITARY SEWER PRESSURE-TIGHT MANHOLE CASTING
SD-108, STANDARD MANHOLE STEP



NOTES:
1) LARGE ROCKS, BOULDERS, AND STONES OVER ONE (1.0) INCH IN DIAMETER

SHALL BE REMOVED TO PROVIDE A CLEARANCE OF SIX (6) INCHES (MIN) FROM THE SURFACE OF THE PIPE.

(3) ALL EMBEDED AND BACKFILL MATERIALS SHALL BE FREE FROM FROZEN EARTH, STONES, TYPICAL WACK, CHISELS, ASHES, REFUSE, ORGANIC MATERIAL, BODILY WASTE OR OTHER MATERIALS THAT COULD CAUSE DAMAGE TO THE PIPE.

(4) EMBEDED MATERIAL SHALL BE GRANULAR MATERIAL WITH MAXIMUM PARTICLES COMPACTED TO SIZE OF MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED METHOD.

(5) BACKFILL MATERIAL UNDER PAVEMENT AREAS AND AREAS WITH TRENCH INFLUENCE OF CURBS OR EDGE OF PAVEMENT SHALL BE GRANULAR MATERIAL WITH MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED PROCTOR METHOD.

(6) BACKFILL MATERIALS SHALL BE COMPACTED TO THE REQUIRED TRENCH AND TRENCH INFLUENCE MAY BE NON-GRANULAR NATIVE MATERIAL, BRICKS, OR OTHER MATERIALS IF AN ENGINEER, IS ACCEPTABLE MATERIAL, IS AND ADEQUATELY COMPACTED TO PREVENT SETTLEMENT OF THE PAVEMENT.

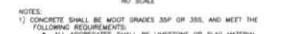
(7) BACKFILL MATERIAL SHALL BE COMPACTED TO THE REQUIRED TRENCH AND TRENCH INFLUENCE LONGITUUDINALLY ALONG THE PIPE LINE, PUSHING MATERIAL INTO THE TRENCH TO BE COVERED WITH LONGITUUDINAL SPREADING AND COMPACTION SHALL NOT BE REQUIRED.

(8) SEE RELATED CITY OF BIRMINGHAM STANDARD DETAIL.

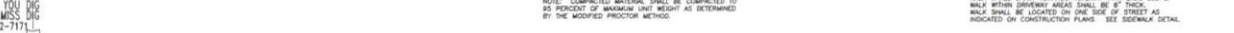
50-122, STANDARD TRENCH DETAIL.



NOTES:
1) 6" x 4" RISER MARKER STAKE REQUIRED AT EACH RISER LOCATION.
2) BEDDING AND COMPACTION SHALL BE PER CITY STANDARD SPECIFICATIONS.
3) SEE RELATED CITY OF PORTAGE STANDARD DETAILS.
SD-110, SANITARY SEWER STANDARD HOUSE CONNECTIONS
(PROPERTY LINE RISER)
A) MAIN LINE RISERS REQUIRED WHEN DEPTH OF SEWER MAIN IS 18" OR GREATER



- 1) ALL REINFORCING SHALL BE CAST-IN-PLACE U.S. MILD STEEL.
 - a) EXTRA BARS: 20 BARS PER 100 SQ. YD.
 - b) COMPRESSIVE STRENGTH AT 28 DAYS = 3500 P.S.I.
 - c) SLUMP = 1.5 TO 3 INCHES
 - d) MODULUS OF RUPTURE AT 28 DAYS = 650 P.S.I.
 - e) MINIMUM PORTLAND CEMENT CONTENT = 3.50 SACKS PER CUBIC YARD
- 2) EXPANSION JOINTS SHALL BE PLACED AT SPRING POINTS AND UNIFORM INTERVALS OF NOT MORE THAN 100 FEET.
- 3) PLANE OF WEARWAYS JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF TEN (10) FEET. IRREGULAR SECTIONS SHALL NOT BE LESS THAN EIGHT (8) FEET.
- 4) CONCRETE SHALL BE CURED IN A MANNER APPROVED BY THE CITY.

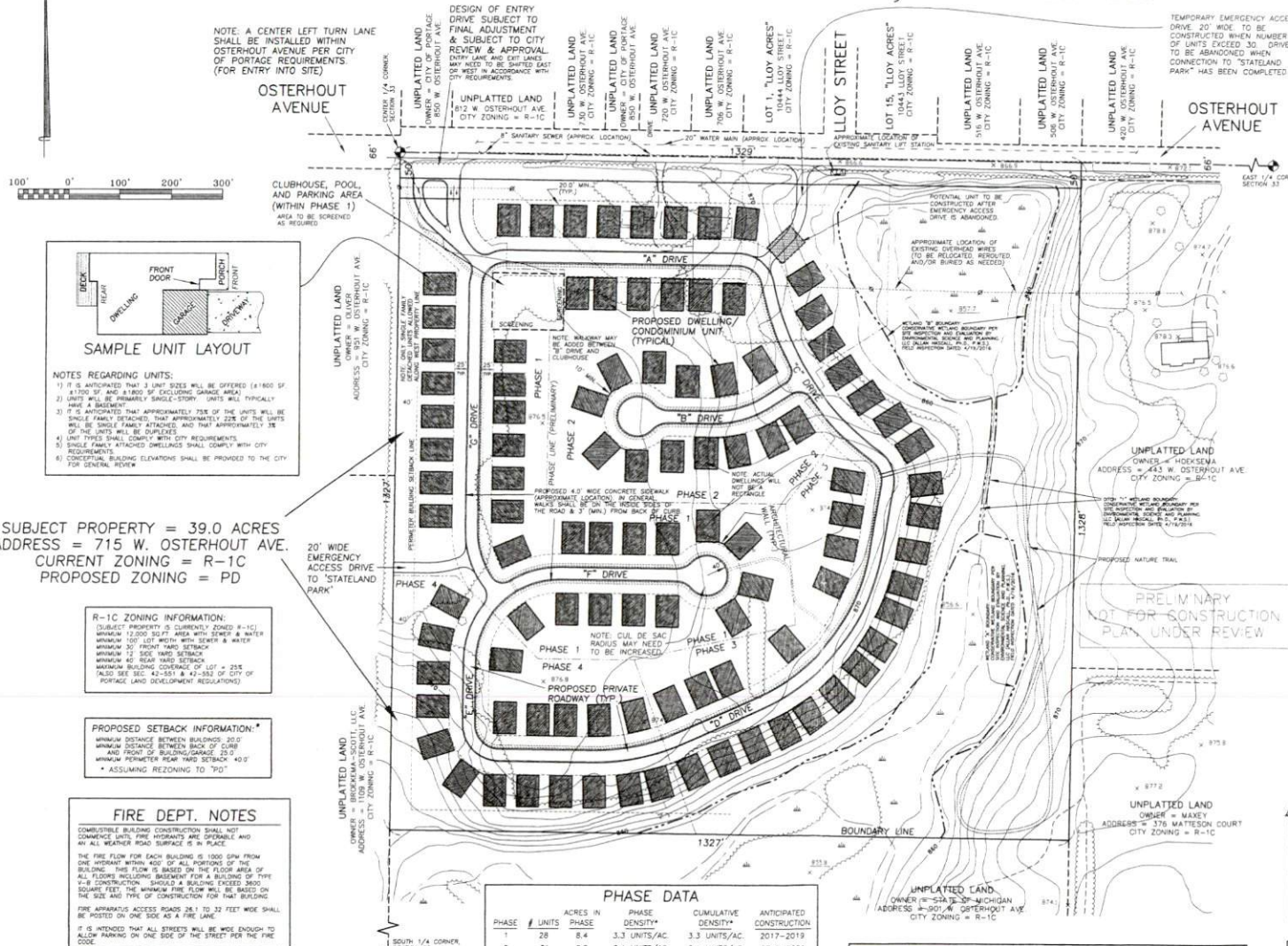


CONSTRUCTION DETAILS & NOTES
PHASE 2 of STREAMSONG

Ingersoll, Watson & McMachen, Inc.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1209 East William Road • Portage, Michigan 49002 • Phone 269 344-6165 • Fax 269 344-05

TENTATIVE PLAN for PROPOSED 'STREAMSONG' CONDOMINIUM in PORTAGE, MICHIGAN



- GENERAL NOTES:**
- 1) SUBJECT PROPERTY CONTAINS 39.0 ACRES AND IS CURRENTLY ZONED R-1C.
 - 2) SHOWN PROPERTY LINE LINE LOCATED FROM PRIOR SURVEY WORK BY THIS OFFICE.
 - 3) SHOWN ELEVATION CONTOURS AND TOPOGRAPHIC INFORMATION TAKEN FROM TOPOGRAPHIC MAP PREPARED BY OTHERS.
 - 4) EXISTING 8 INCH PUBLIC SANITARY SEWER IS LOCATED ON THE APPROXIMATE CENTER LINE OF WEST OSTERHOUT AVENUE.
 - 5) EXISTING 20 INCH PUBLIC WATER MAIN IS LOCATED ON THE NORTH SIDE OF WEST OSTERHOUT AVENUE.
 - 6) SITE SHALL BE SERVED BY PROPOSED PUBLIC WATER MAINS AND SANITARY SEWERS.
 - 7) ALL PROPOSED ROADWAYS SHALL HAVE A MINIMUM WIDTH OF 26.1 FEET BETWEEN BACKS OF CONCRETE ROLL CURBS AND SHALL BE PRIVATE. ALL STREETS SHALL BE PAVED AND SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH CITY REQUIREMENTS.
 - 8) 4 FOOT WIDE CONCRETE SIDEWALKS SHALL BE PROVIDED ON AT LEAST ONE SIDE OF ALL PROPOSED STREETS.
 - 9) STREET NAMES ARE PENDING.
 - 10) SITE IS PRIMARILY WOODED.
 - 11) PROPOSED STORM SEWER SYSTEM SHALL BE PRIVATE. STORM WATER RUN-OFF SHALL BE DISPOSED OF BY A COMBINATION OF INFILTRATION AND DISCHARGE INTO ON SITE LOWLAND AREAS. STORM WATER DISPOSAL SHALL COMPLY WITH CITY REQUIREMENTS. LOCATIONS OF STORM SEWER PIPE, CATCH BASINS, AND OTHER WATER STORM WATER IMPROVEMENTS HAVE NOT BEEN DETERMINED AND HAVE NOT BEEN SHOWN. FINAL STORM WATER SYSTEM DESIGN MAY POTENTIALLY REDUCE THE TOTAL NUMBER OF UNITS IN THE DEVELOPMENT.
 - 12) SHOWN DWELLINGS ARE 44'0" WIDE BY 62'0" DEEP. ACTUAL DWELLINGS MAY INCLUDE A DECK OR FOUR-SEASON ROOM AND MAY BE DEEPER THAN 62'0". BUILDINGS WILL BE PRIMARILY SINGLE STORY DWELLINGS AND MAY INCLUDE A BASEMENT. DWELLINGS SHALL HAVE A MAXIMUM HEIGHT OF 25'.
 - 13) DEVELOPMENT SHALL BE CONSTRUCTED IN SEVERAL PHASES. SHOWN PHASING SUBJECT TO FINAL ADJUSTMENT.
 - 14) STREET LIGHTS, STREET SIGNS, TRAFFIC CONTROL, AND LANDSCAPING SHALL BE PROVIDED.
 - 15) ALL ON SITE DWELLING CONSTRUCTION SHALL COMPLY WITH CITY OF PORTAGE AND STATE OF MICHIGAN CONSTRUCTION CODES (INCLUDING FOOTING DESIGN NEAR GROUNDWATER IF APPLICABLE).
 - 16) EXISTING PAVED SURFACE FOR OSTERHOUT AVENUE SHALL NOT BE DISTURBED UNLESS PRIOR APPROVAL HAS BEEN OBTAINED FROM THE CITY OF PORTAGE. UTILITIES MAY NEED TO BE SORED UNDER THE EXISTING ROADWAY SURFACE.
 - 17) THE MAXIMUM NUMBER OF DWELLINGS ON SITE (PER FINAL PLAN) SHALL BE 102.
 - 18) OFF-STREET PARKING SPACES MAY BE INCORPORATED IN CERTAIN AREAS.

SITE DATA:

SITE AREA = 39.0 ACRES
 # OF SHOWN DWELLINGS = 102
 NET SHOWN DWELLINGS/39.0 ACRES = 2.62 DWELLINGS PER ACRE

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

APPLICANT:
SDV DEVELOPMENT, LLC
3820 STADIUM DRIVE
KALAMAZOO, MI 49008
(269) 375-3820

PHASE DATA					
PHASE	# UNITS	ACRES IN PHASE	DENSITY*	CUMULATIVE DENSITY*	ANTICIPATED CONSTRUCTION
1	28	8.4	3.3 UNITS/AC	3.3 UNITS/AC	2017-2019
2	31	9.0	3.4 UNITS/AC	3.4 UNITS/AC	2019-2021
3	25	16.7	1.5 UNITS/AC	2.5 UNITS/AC	2021-2023
4	18	4.9	3.7 UNITS/AC	2.6 UNITS/AC	2023-2025

NOTE: TYPE OF UNIT AND NUMBER OF EACH TYPE OF UNIT WITHIN EACH PHASE HAS NOT YET BEEN DETERMINED.
 *NOTE: OSTERHOUT AVENUE RIGHT-OF-WAY AREA HAS BEEN EXCLUDED.

AREA INFORMATION:
 AREA (EXCLUDING OSTERHOUT AVE) = 39.0 ACRES
 AREA OF CONSERVATIVE WETLAND = ± 8.35 ACRES
 UNDEVELOPED AREA EAST OF CONSERVATIVE WETLAND = ± 3.92 ACRES
 DEVELOPMENT AREA WEST OF CONSERVATIVE WETLAND = ± 26.73 ACRES

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

TENTATIVE PLAN PROPOSED CONDOMINIUM	
DATE: 11/16/2016	SHEET: 1
Ingersoll, Watson & McMachen, Inc.	
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS	
1733 East Milliken Road - Portage, Michigan 49002 - Phone 269 344-6165 - Fax 269 344-0555	
JOB NO:	36555

Approved Tentative Plan
 (March 14, 2017)

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: 2020 Downtown Development Authority Amended Tax Increment Finance Plan/Amended Development Plan

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

ACTION RECOMMENDED: Accept:

1. the 2020 Downtown Development Authority Amended Tax Increment Finance Plan/Amended Development Plan and Development Agreement and set a public hearing for **June 23, 2020**; and
2. the Resolution of intent to vacate a portion of a public street and to transfer property and place the Resolution on file for 28 days with the City Clerk and take final action on **June 23, 2020**.

The City Administration has been working with Trade Centre, LLC on a project to construct a new hotel between the two existing office buildings located at 750 and 950 Trade Centre Way. This project would add to the success of the Trade Centre area and foster new growth and development in the Downtown Development Authority (DDA) district. The project would provide important long-term economic benefits in the form of new tax base and future employment opportunities within the City of Portage.

The 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan (2020 Amended Plan) has been prepared to facilitate the development of the new hotel which consists of three elements:

1. **Exchange of land between the City of Portage and Trade Center, LLC, the developer.** A portion of the land area to be occupied by the new hotel is owned by the city. Therefore, the city is proposing to transfer to the developer the southern .73 acres of 850 Trade Centre Way. In exchange, the developer will transfer to the city the northern .87 acres of 950 Trade Centre Way. The .87 acres transferred to the city will then be combined to the northern portion of 850 Trade Centre Way retained by the city to form one parcel of land, which will be the new location for the relocated stormwater retention basin. Since acquiring the southern .73 acres of 850 Trade Centre Way from the city is not large enough to accommodate the hotel and off-street parking area, the developer will combine the west portion of 750 Trade Centre Way and east portion of

950 Trade Centre Way with the .73 acres acquired from the city.

2. **Removal and relocation of existing stormwater retention basin.** The existing storm retention basin and associated drainage system improvements will be removed to accommodate the new hotel and off-street parking area. A new stormwater retention basin and associated improvements will be constructed on the new parcel of land located to the northwest and will be owned and maintained by the city. The developer will convey to the City of Portage an easement to access this new stormwater retention basin location.
3. **Removal of the Trade Centre Way cul-de-sac turnaround.** To meet the off-street parking needs of the hotel, the northern, approximate-one-half, of the Trade Centre Way cul-de-sac turnaround area will be removed and this land area will be transferred to the developer. In exchange for this land area, the developer will provide to the City of Portage an easement that will allow city vehicles and the public to turnaround on the newly created hotel property.

The cost to complete the public infrastructure improvements is estimated at \$653,228, which will initially be paid by the developer and the City Administration agreed to reimburse up to \$600,000. The additional \$53,228 is to be paid by the developer.

The 2020 Amended Development Plan identifies two financial sources to reimburse the developer for these up-front costs:

1. City of Portage Water Fund - \$150,000 has been budgeted in FY 2020-21 to rehabilitate the existing stormwater basin. As a result of the relocation, the developer will essentially act as the contractor on behalf of the city to rehabilitate the basin. The \$150,000 is proposed to be provided to the developer for a city project already scheduled to be completed.
2. Tax Increment Financing - A portion of the hotel building is located within the DDA district. Consequently, approximately 43% of the hotel's taxable value is eligible for tax capture utilizing tax increment financing. Based on the estimated annual amount to be captured, 12 years (or until 2031) is needed to capture \$450,000. Over the 12 years, it is estimated the entire new hotel facility will generate approximately \$517,000 for the City of Portage, of which \$229,000 will be captured and reimbursed to the developer.

A new development agreement with the principal property owners has also been prepared with the assistance of Bond Counsel and City Attorney and is attached.

This new economic initiative provides an opportunity for a cooperative, public-private partnership to encourage development and redevelopment activities with accompanying tax base growth and job creation. With the current economic challenge, this initiative to encourage private investment is essential and will benefit all of Kalamazoo County.

During the April 23, 2020 meeting, the DDA met to review and discuss the 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan. After the meeting, the DDA voted 8-0-1 to approve the Resolution and authorize the transmission of the 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan to City Council.

FUNDING: Over the 12-year tax increment financing period, the City of Portage will forego approximately \$229,000 in tax revenue.

- Attachments:**
1. Resolution of intent to vacate a portion of a public street and to transfer property
 2. Department of Community Development staff report dated April 17, 2020 with attachments
 3. April 23, 2020 DDA meeting minutes (draft)

**CITY OF PORTAGE, MICHIGAN
RESOLUTION OF INTENT TO VACATE A PORTION OF A PUBLIC STREET AND TO
TRANSFER PROPERTY
20-1**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2020 at 7:00 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____

WHEREAS, it appears necessary and desirable to vacate a portion of the Trade Center Way cul de sac ("Turnaround") and to transfer the abutting property to the north owned by the City having a common address of 850 Trade Centre Way. (Collectively the "Property") as shown in the map and legal description attached as Exhibit A.

WHEREAS, the Property will be transferred to 850 Trade Centre, LLC and 950 Trade Centre, LLC (collectively the "Developer") in exchange for the transfer of certain property owned by the Developer to the City (the "Exchange"). The terms of such Exchange is contained in a Development Agreement ("Agreement") to be executed by the Developer and the City.

WHEREAS, the Agreement and resulting Exchange will facilitate a quality development ("Project") of the remainder of Developer's property located at 950 Trade Centre Way;

WHEREAS, such Project is a desirable improvement to the area and a more productive and efficient use of both the Property and Developer's land;

WHEREAS, the market value of the city Property being transferred to the Developer is similar to the market value of the property being received by the City;

WHEREAS, the Property is not needed for future public right-of-way or utilities;

WHEREAS, the City Council has determined that the transfer of the Property pursuant to the Agreement and as part of the Project is for the health, welfare, comfort and safety of the City.

WHEREAS, the Agreement provides for the relocation of a storm water retention pond presently situated on the Property to the Developer's land as part of the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council intends to vacate and transfer the Property described in the attached Exhibit A to the Developer pursuant to the Agreement and in furtherance of completion of the Project.

BE IT FURTHER RESOLVED that any final action of the Council of the transfer of the Property shall be subject to the terms and conditions contained in the Agreement.

BE IT FURTHER RESOLVED that notice, in substantially the form attached as Exhibit B, be published in a newspaper of general circulation within the City not less than 20 days before final action of the City Council.

CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 2020, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2020.

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

Erica Eklov, City Clerk

Approved as to form

Date: 4/30/2020
RS

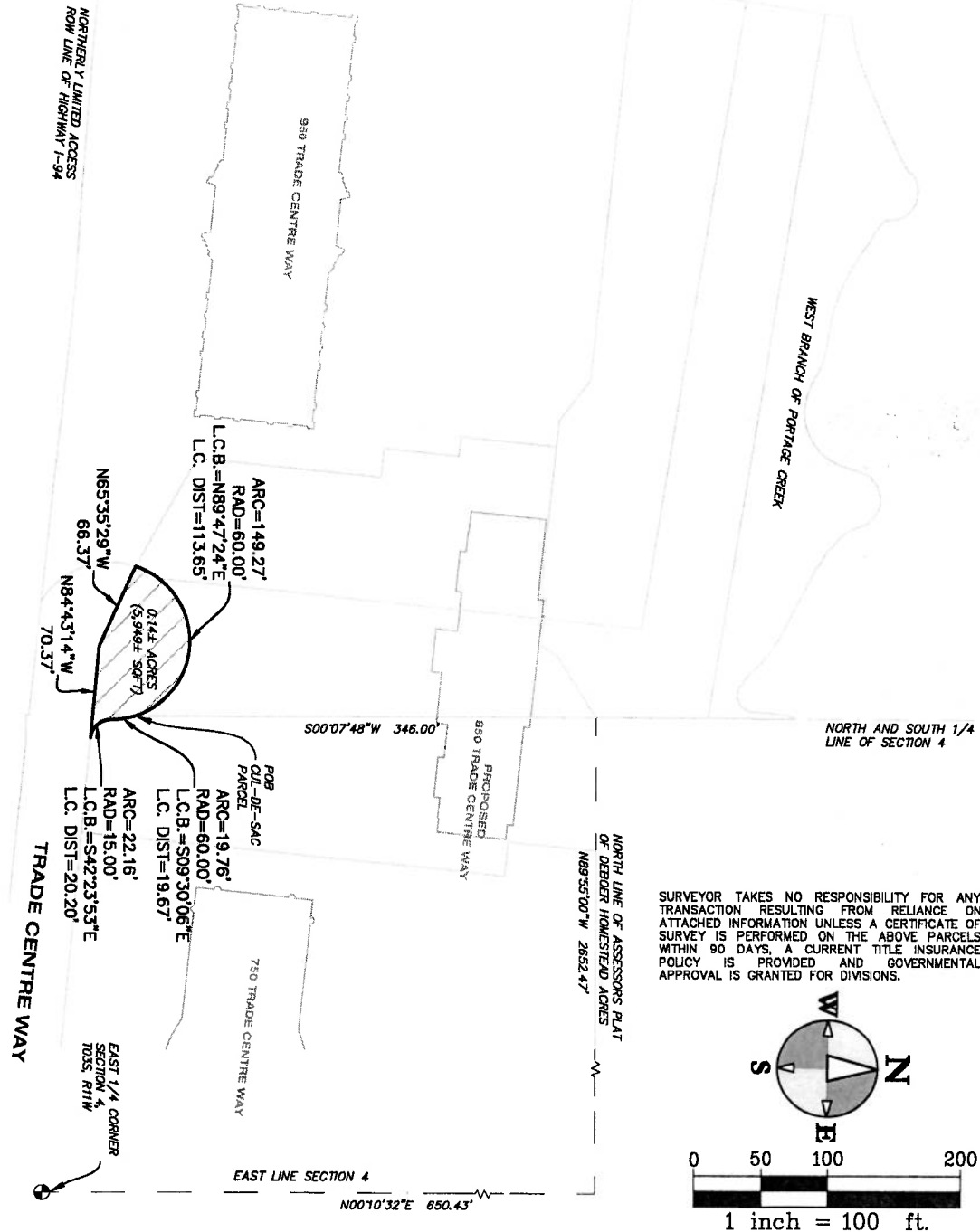
City Attorney

Z:\WODY\PORTAGE\RESOLUTIONS\Resolution for Trade Centre transfer.docx

EXHIBIT “A”

SKETCH OF LEGAL DESCRIPTION

CITY OF PORTAGE TO 850 TRADE CENTRE WAY



Drawing No.

1

Title:

Project:

Client:

C.O.P. TO 850 T.C.W.
850 TRADE CENTRE WAY
H&G II, LLC

Job No.: 19-007D

Date: 04/29/20

Scale: AS NOTED

P.M.: TAK

Dft: BDE

QA/QC: 04/29/20



hurley & stewart llc
2800 n. 11th street
kalamazoo, michigan 49009
269.662.4960 fax 269.662.4961
www.hurleystewart.com

SKETCH OF LEGAL DESCRIPTION

CITY OF PORTAGE TO 850 TRADE CENTRE WAY

CUL-DE-SAC PARCEL

PART OF TRADE CENTRE WAY, LYING IN THE NORTH HALF OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES ACCORDING TO THE PLAT THEREOF (SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4); THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4; THENCE ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST 346.00 FEET TO THE NORTHERLY RIGHT OF WAY OF TRADE CENTRE WAY AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, SOUTHERLY 19.76 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 09 DEGREES 30 MINUTES 06 SECONDS EAST 19.67 FEET; THENCE SOUTHEASTERLY 22.16 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 42 DEGREES 23 MINUTES 53 SECONDS EAST 20.20 FEET; THENCE NORTH 84 DEGREES 43 MINUTES 14 SECONDS WEST 70.37 FEET; THENCE NORTH 65 DEGREES 35 MINUTES 29 SECONDS WEST 66.37 FEET TO THE WESTERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE EASTERLY 149.27 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS, NON-TANGENTIAL, CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 47 MINUTES 24 SECONDS EAST 113.65 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.14 +/- ACRES (5,949 +/- SQUARE FEET). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

Drawing No.

2

Title:

Project:

Client:

**C.O.P. TO 850 T.C.W.
850 TRADE CENTRE WAY
H&G II, LLC**

Job No.: 19-007D

Date: 04/28/20

Scale: AS NOTED

P.L.: TAK

Dt: BDE

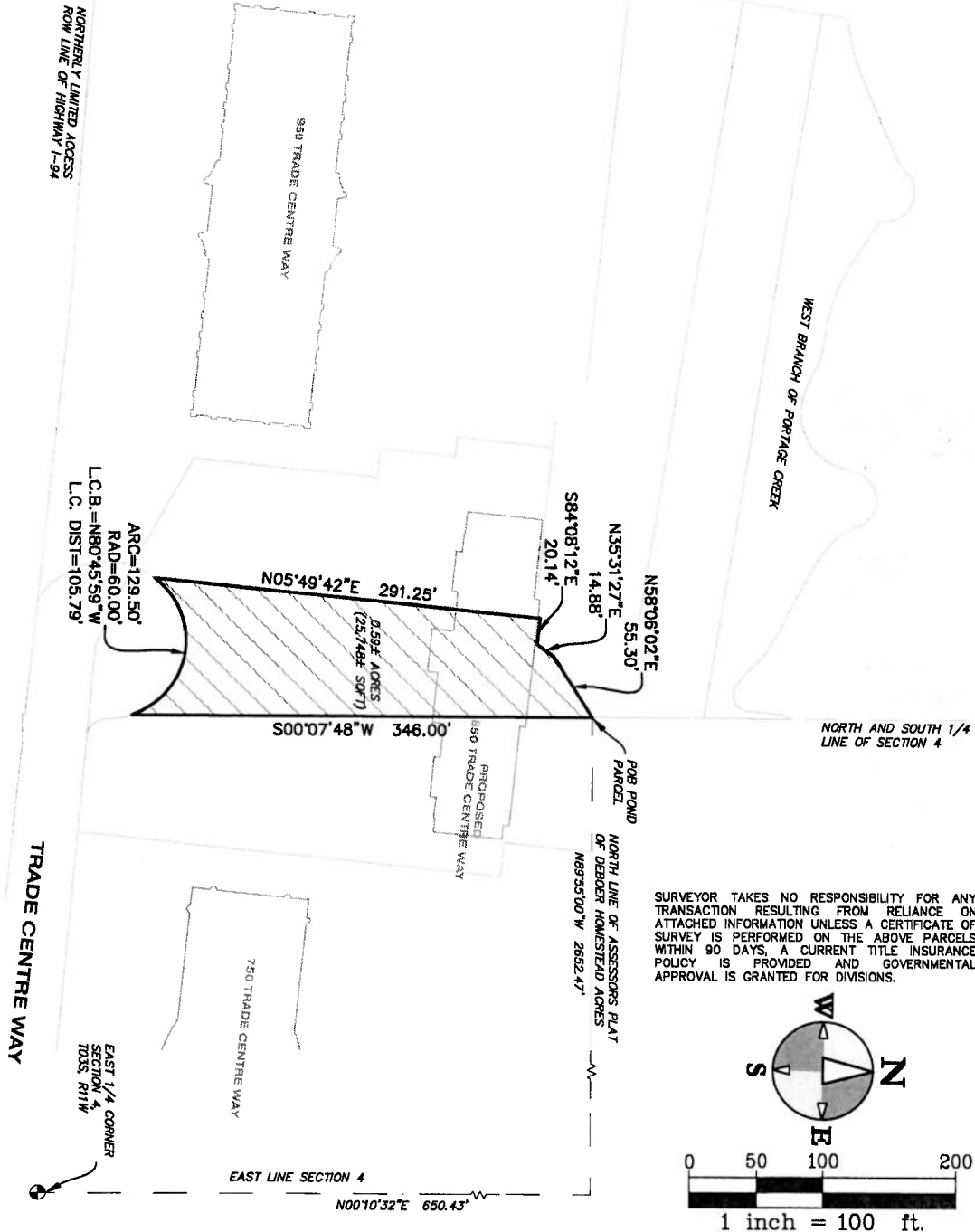
QA/QC: 04/28/20



hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.562.4960 fax 269.562.4961
www.hurleystewart.com

SKETCH OF LEGAL DESCRIPTION

CITY OF PORTAGE TO 850 TRADE CENTRE WAY



Drawing No.

1

Title:

Project:

Client:

C.O.P. TO 850 T.C.W.
850 TRADE CENTRE WAY
H&G II, LLC

Job No.: 19-007D

Date: 04/28/20

Scale: AS NOTED

P.M.: TAK

Dft: BDE

QA/QC: 04/29/20



hurley & stewart llc
2800 s. 11th street
kalamazoo, michigan 49009
269.562.4960 fax 269.562.4961
www.hurleystewart.com

SKETCH OF LEGAL DESCRIPTION

CITY OF PORTAGE TO 850 TRADE CENTRE WAY

POND PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES ACCORDING TO THE PLAT THEREOF (SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4); THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4 AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST 346.00 FEET TO THE NORTHERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE NORTHWESTERLY 129.50 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 80 DEGREES 45 MINUTES 59 SECONDS WEST 105.79 FEET; THENCE NORTH 05 DEGREES 49 MINUTES 42 SECONDS EAST 291.25 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 12 SECONDS EAST 20.14 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 27 SECONDS EAST 14.88 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 02 SECONDS EAST 55.30 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4 AND THE POINT OF BEGINNING. PARCEL CONTAINS 0.59 +/- ACRES (25,748 +/- SQUARE FEET). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

Drawing No.

2

Title:

Project:

Client:

**C.O.P. TO 850 T.C.W.
850 TRADE CENTRE WAY
H&G II, LLC**

Job No.: 19-007D

Date: 04/29/20

Scale: AS NOTED

P.L.: TAK

D.F.: BDE

QA/QC: 04/29/20



hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4990 fax 269.552.4991
www.hurleystewart.com

EXHIBIT B

**CITY OF PORTAGE, MICHIGAN
NOTICE OF INTENTION TO VACATE A PORTION OF A PUBLIC STREET AND TO
TRANSFER PROPERTY
IN THE CITY OF PORTAGE, MICHIGAN**

PLEASE TAKE NOTICE that on the ____ day of _____, 2020, the City Council of the City of Portage adopted a Resolution of Intent to Vacate a Portion of a Public Street and to Transfer Property stating the City's intent to transfer the Property described in the Resolution as part of an Exchange of properties of similar value.

PLEASE TAKE FURTHER NOTICE that said Resolution 20-1 and the Development Agreement containing the terms and conditions of the transfer and Exchange of the Property is on file with the City Clerk and open for public inspection. Said Resolution and Development Agreement will be so held by the City Clerk for twenty-eight (28) days from the above date and may be inspected at the Clerk's office during regular working hours. Any person(s) objecting to this transfer should make their objection known to the City Council within twenty-eight (28) days of the publication of this notice. After said twenty-eight (28) day period, the City Council may take final action to approve the Development Agreement as well as the Resolution.

Dated: _____, 2020

Erica Eklov, City Clerk

TO: Downtown Development Authority Board of Directors**DATE:** April 17, 2020**FROM:** Christopher Forth, Authority Director**SUBJECT:** 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan

The City Administration has been in the discussions with the developer of the Trade Center Way project, Trade Centre, LLC, whose principals are Joe Gesmundo and Roger Hinman, involving a project to construct a new hotel between the two existing office buildings (750 and 950 Trade Centre Way) located at the west end of Trade Centre Way. This project will continue the success of the Trade Centre area, which will foster new growth and development in the Downtown Development Authority district (DDA) providing important long term economic benefits in the form of new tax base and future employment opportunities within the City of Portage.

The 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan (2020 Amended Plan) has been prepared to facilitate the development of the new hotel along South Westnedge Avenue, north of I-94, within the DDA. There are three elements identified in the 2020 Amended Plan:

1. Exchange of land between the City of Portage and Developer. A portion of the land area to be occupied by the new hotel is owned by the city. As a result, and in order to facilitate development of the proposed hotel, an exchange of land needs to occur between the city and developer. As such, the city is proposing to transfer to the developer the southern .73 acres of 850 Trade Centre Way (see attached aerial photograph). The city will retain the northern portion of this parcel of land. In exchange for this property, the developer will transfer to the city the northern .87 acres of 950 Trade Centre Way. The .87 acres transferred to the city will then be combined to the northern portion of 850 Trade Centre Way retained by the city to form one parcel of land, which will be the new location for the relocated storm water retention basin as described in No. 2 below.

Acquiring the southern .73 acres of 850 Trade Centre Way from the city is not large enough to accommodate the hotel and off-street parking area. In order to create a larger parcel, the developer will combine the west portion of 750 Trade Centre Way and east portion of 950 Trade Centre Way with the .73 acres acquired from the city. Included in Appendix 6 of the 2020 Amended Development Plan are several maps that illustrate the exchange and assemblage of land for the new hotel site.

2. Removal and Relocation of Existing Storm Water Retention Basin. The existing storm retention basin and associated drainage system improvements (e.g. pond liner and infrastructure piping) will be removed to accommodate the new hotel and off-street parking area. A new storm water retention basin and associated improvements will be constructed on the new parcel of land located to the northwest. The existing storm water retention basin will be located to this new parcel of land as shown on the attached aerial photograph. This new retention basin will be owned and maintained by the city. The developer will convey to the City of Portage an easement to access this new storm water retention basin location.

3. Removal of the Trade Centre Way cul-de-sac turnaround. In an effort to meet the off-street parking needs of the hotel, the northern approximate one-half of the Trade Centre Way cul-de-sac turnaround area will be removed and this land area transferred to the developer. In exchange for this land area, the Developer will provide to the City of Portage an easement that will allow city vehicles and the public to turnaround on the newly created hotel property.

The cost to complete the public infrastructure improvements is estimated at \$653,228, which will initially be paid by the developer. However, during initial discussions with the developer, the City Administration agreed to reimburse up to \$600,000. The additional \$53,228 is to be paid by the developer.

The 2020 Amended Development Plan identifies two financial sources to reimburse the developer for these up-front costs:

1. City of Portage Water Fund. \$150,000 has been budgeted in FY2020-21 to rehabilitate the existing storm water basin. As a result of the relocation, the developer will essentially act as the contractor on behalf of the city to “rehabilitate” the basin. The \$150,000 is proposed to be provided to the developer for a city project already scheduled to be completed.
2. Tax Increment Financing. As shown on the attached aerial photograph, a portion of the hotel building is located within the DDA district. Consequently, approximately 43% of the hotel’s taxable value is eligible for tax capture utilizing tax increment financing. The City Assessor has estimated the value of the portion of the building located in the DDA district in year one at \$1.7 million, which will generate \$38,396 eligible for tax capture in the first year. Based on the estimated annual amount to be captured, 12 years (or until 2031) is needed to capture \$450,000.

The 2020 Amended Plan is required by the Downtown Development Authority Act (PA 57 of 2018) and is to be considered by the board and then submitted to the City Council for approval. The 2020 Amended Plan is formatted to provide the information required by statute and includes district boundaries, description of the area, public improvements to be constructed, various estimated schedules, estimated project costs, anticipated private development projects, explanation of the tax increment finance procedure, duration of the program, financial information and so forth. The 2020 Amended Plan has been prepared in consultation with Attorney John Axe, Bond Counsel.

A new development agreement with the principal property owners has also been prepared with the assistance of Bond Counsel and City Attorney that is similar to the April 2011 Development Agreement executed with the City of Portage. The Phase IV Development Agreement (Agreement) includes definitions, terms and references to the planned actions that are to be taken by the parties involving land acquisition and conveyances, the planned public improvements the method of financing, events of defaults and remedies, notices, miscellaneous provisions and related details.

This new economic initiative again provides an opportunity for a cooperative, public-private partnership to encourage development and redevelopment activities with accompanying tax base growth and job creation. With the current economic challenge in the State of Michigan and in the southwest Michigan region, this initiative to encourage private investment is essential and will benefit all of Kalamazoo County. Consequently, it is recommended the Authority approve the accompanying resolution transmitting to the City Council the 2020 Amended Plan and Development Agreement, as recommended

herein, and. Council will formally receive the 2020 Amended Plan on May 12, 2020 and be requested to set the required public hearing on June 9, 2020.

The City Administration and Attorney Axe will be available at the upcoming “virtual” meeting to assist the Board of Directors.

Attachments: Aerial Vicinity Map
Resolution
2020 Amended Development Plan
Development Agreement

T:\COMMDEV\2019- 2020 Department Files\Board Files\DDA\850 Trade Center\DDA Plan Amendment\2020 04 13 CF DDA Board 4th Amendment.docx



- Tentative city retention parcel
- Tentative hotel parcel
- Proposed Hotel
- Proposed relocated retention basin
- Municipal Boundaries
- DDA boundary

Aerial Photography Trade Centre Way



1 inch = 200 feet

**CITY OF PORTAGE
DOWNTOWN DEVELOPMENT AUTHORITY**

At a scheduled virtual meeting of the Board of the City of Portage Downtown Development Authority (the "Authority") held on April 23, 2020 at 8:00 a.m. Eastern Daylight Savings Time, there were:

PRESENT: Milks, Chrystal, Robinette, Quinn, Patterson, MacDonald, Hansen, Samuel and La Margo

ABSENT: Boyer

The following preamble and resolution were offered by Hansen and seconded by Quinn:

**RESOLUTION APPROVING AND AUTHORIZING
TRANSMISSION OF 2020 AMENDED DEVELOPMENT PLAN
AND 2020 AMENDED TAX INCREMENT FINANCING PLAN AS WELL AS THE
PHASE IV DEVELOPMENT AGREEMENT TO THE
CITY COUNCIL**

WHEREAS, the City of Portage Downtown Development Authority (the "Authority") has been duly incorporated by the City of Portage (the "City") pursuant to Act No. 57 of the Public Acts of Michigan of 2018, as amended (the "Act") and the Board of the Authority has been duly appointed and sworn into office, and

WHEREAS, the Board has received and reviewed an Amended Development Plan (the "2020 Amended Development Plan") meeting the requirements of the Act which is a part of an Amended Tax Increment Financing Plan (the "2020 Amended Tax Increment Financing Plan") together (the "Plan") (which includes the PHASE IV Development Agreement) meeting the requirements of the Act, and

WHEREAS, this Board approves the Plan, a copy of which is attached to this resolution as Exhibit A.

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

1. The 2020 Amended Development Plan and the 2020 Amended Tax Increment Financing Plan (together the "Plan") together with the Phase IV Development Agreement attached hereto as Exhibit A are hereby approved for submission to the City Council of the City of Portage as required by the Act.

2. The City Council of the City of Portage is requested to call a public hearing on the Plan as required by the Act.

3. The Secretary of the Authority is authorized to transmit the Plan to the City Council of the City of Portage.

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

YES: Milks, Chrystal, Robinette, Quinn, Patterson, Hansen, Samuel and La Margo

NO: None

ABSTAIN: MacDonald

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

SECRETARY'S CERTIFICATE

The undersigned, being the duly qualified and acting Secretary of the Board of the City of Portage Downtown Development Authority, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Board at a scheduled meeting held on April 23, 2020, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Board in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.


Matthew Milks, Secretary



CITY OF PORTAGE DOWNTOWN DEVELOPMENT AUTHORITY

**2020 Amended Development Plan/
Tax Increment Finance Plan**

Phase IV Development Agreement

EXHIBIT A

**2020 Amended Tax Increment Finance Plan
/2020 Amended Development Plan**

**City of Portage
Downtown Development Authority**

April 23, 2020

**Department of Community
Development**

7900 South Westnedge Avenue
Portage, Michigan 49002
(269) 329-4477
(269) 329-4506 Fax

Reviewed by:

Clark Hill PLC

500 Woodward
Suite 3500
Detroit, Michigan 48226
(313) 309-9452

DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Terry V. Patterson, President

Benjamin J. Boyer, Vice President

Matthew Milks, Secretary

Jeff Chrystal

Walter Hansen

Dorothy Robinette

Rich MacDonald

Stanley Samuel

Michael Quinn

Joseph La Margo

CITY OF PORTAGE OFFICIALS

CITY COUNCIL

Patricia Randall, Mayor

James Pearson, Mayor Pro Tem

Richard Ford

Claudette Reid

Christopher Burns

Terry Urban

Lori Knapp

CITY MANAGER

Joseph La Margo

CITY CLERK

Erica Eklov

FINANCE DIRECTOR

William Furry

INTERIM COMMUNITY DEVELOPMENT DIRECTOR

Christopher Forth

Table of Contents

Part I: Development Plan	page 6
Part II: Tax Increment Financing Plan	page 38
Appendices	page 46

Appendices

- Appendix 1, Legal Description and DDA District Map
- Appendix 2, Existing Street, Water and Sewer Map
- Appendix 3, Existing Land Use Map
- Appendix 4, Future Land Use Map
- Appendix 5, 2020 Land Exchange Maps
- Appendix 6, Preliminary Site Plan
- Appendix 7, Estimated Impact on Taxing Jurisdictions
- Appendix 8, City of Portage DDA Ordinance
- Appendix 9, Development Agreement

PART I: DEVELOPMENT PLAN

**A. DESIGNATION OF BOUNDARIES OF THE DEVELOPMENT AREA IN
RELATION TO HIGHWAYS, STREETS, STREAMS, OR OTHERWISE.**

The property to which the Development Plan applies is the north portion of the South Westnedge Avenue Commercial Corridor in the City of Portage. The area includes approximately 97 acres of land and is bounded by Kilgore Road on the north, the city of Kalamazoo wellfield to the west, I-94 to the south and the business zoning districts to the east of South Westnedge Avenue on the east.

The legal description of the boundaries of the development area is attached hereto as Appendix 1 and included in this appendix is a map showing the area.

B. THE LOCATION AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE DEVELOPMENT AREA AND DESIGNATION OF THE LOCATION, CHARACTER, AND EXTENT OF THE CATEGORIES OF PUBLIC AND PRIVATE LAND USES NOW EXISTING AND PROPOSED FOR THE RECREATIONAL, COMMERCIAL, INDUSTRIAL, EDUCATIONAL, AND OTHER USES AND A LEGAL DESCRIPTION OF THE DEVELOPMENT AREA.

See Appendix 1, Legal Description and DDA District Map

See Appendix 2, Existing Street, Water and Sewer Map

See Appendix 3, Existing Land Use Map

See Appendix 4, Future Land Use Map

C. DESCRIPTION OF EXISTING IMPROVEMENTS IN THE DEVELOPMENT AREA TO BE DEMOLISHED, REPAIRED, OR ALTERED, A DESCRIPTION OF ANY REPAIRS AND ALTERATIONS; AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

1998 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN -
INFRASTRUCTURE IMPROVEMENT PROJECTS (COMPLETED)

	<u>Original Estimated Time Required for Completion</u>	<u>Original Estimated Cost</u>
<u>Roadway Improvements</u>		
1. Andy Avenue Extension	12 months	\$487,000
Construct a new 1400 feet long and thirty-six foot wide public street intersecting South Westnedge Avenue at the Andy Avenue signalized intersection, with necessary storm water facilities. Repave 1000 feet of DeHaan Street with intersection improvements at South Westnedge Avenue.		
2. DeHaan Drive Sanitary Sewer Relocation	12 months	\$307,000
Relocate approximately 2100 feet of existing sanitary sewer trunk main located west of DeHaan Drive to the south, paralleling the I-94 right-of-way.		
3. South Westnedge Avenue Property Acquisition	12 Months	\$850,000
Purchase the property addressed along South Westnedge Avenue and DeHaan Drive which is necessary for the extension of Andy Avenue.		

Note: Additional right-of-way and/or easements was provided by property owners for minimal consideration in order to construct the necessary public street and to relocate the sanitary sewer.

With regard to the identified projects, the Andy Avenue extension (renamed to be Market Place) and repaving of DeHaan Drive (renamed Trade Centre Way) was completed in 1999. The DeHaan Drive sanitary sewer relocation was subsequently completed in 1999. Finally, after lengthy litigation concerning the acquisition of land necessary for the construction of Market Place, the acquisition was completed in 2001. Bonds were subsequently sold in 2001 in the amount of \$3,100,000 to finance street improvements of \$521,342; sanitary sewer relocation of \$292,429; and property acquisition of \$2,286,229. (Lead underwriter is Morgan Stanley Dean Witter).

2003 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN - (COMPLETED)

Not applicable to the 2003 amendment because there were no existing improvements in the development area to be demolished, repaired, or altered.

2011 AMENDED DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN -
(COMPLETED)

Widening (repair; alteration) of South Westnedge Avenue to facilitate safe and efficient traffic flow will be accomplished. Water main replacement activities are planned as part of the public infrastructure work.

The realignment of a portion of Trade Centre Way and West Fork Crossing intersection (repair; alteration) is planned to ensure safe and efficient traffic flow. This alteration will necessitate street and utility removal and reconstruction and cooperation between the City of Portage and the State of Michigan regarding right-of-way and subsequent construction actions will be necessary.

The 2011 activities are explained in the following sections D and E.

**2020 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN - PUBLIC
INFRASTRUCTURE IMPROVEMENT PROJECTS (Proposed)**

	Estimated time Required for Completion	Estimated Cost
1. Storm Water Retention Basin Demolition.	6-24 months	\$161,778
Demolition and removal of storm water pond and drainage system, removal of pond liner, removal of infrastructure piping to be abandoned. Soil removal, soil addition, site balancing and compaction.		
2. Storm Water Retention Basin Construction	6-24 months	\$422,112
Design, engineering, soil testing, surveying, and staking to facilitate construction of a new public storm water pond and drainage system. Includes site clearing, dewatering, excavation, soil removal and additions, soil balancing, new pond liner, rip rap, relocation and connection of piping infrastructure, water main utility work, compaction and seeding.		
3. Removal of Trade Center Way (portion thereof)	6-24 months	\$69,338
Removal of concrete curbing, sidewalk, asphalt in the public right of way involving the cul-de-bulb of Trade Center Way.		
4. Transfer of property	6 months	N/A
Transfer of property between the City of Portage and developer involving a portion of 850 Trade Center Way (city-owned) and 950 Trade Center Way (developer-owned)		
The preliminary site plan and property exchange/ property line adjustments are further described on Page 24 and illustrated in Appendix 5 and Appendix 6, respectively.		

D. THE LOCATION, EXTENT, CHARACTER, AND ESTIMATED COST OF THE IMPROVEMENTS, INCLUDING REHABILITATION, CONTEMPLATED FOR THE DEVELOPMENT AREA AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

1998 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN -
INFRASTRUCTURE IMPROVEMENT PROJECTS (COMPLETED)

	<u>Estimated Time Required for Completion</u>	<u>Estimated Cost</u>
<u>Public Improvements</u>		
1. Andy Avenue Extension	12 months	\$487,000
Construct a new 1400 feet long and thirty-six foot wide public street intersecting South Westnedge Avenue at the Andy Avenue signalized intersection, with necessary storm water facilities. Repave 1000 feet of DeHaan Street with intersection improvements at South Westnedge Avenue.		
2. DeHaan Drive Sanitary Sewer Relocation	12 months	\$307,000
Relocate approximately 2100 feet of existing sanitary sewer trunk main located west of DeHaan Drive to the south, paralleling the I-94 right-of-way.		
3. South Westnedge Avenue Property Acquisition	12 Months	\$850,000
Purchase the property addressed along South Westnedge Avenue and DeHaan Drive which is necessary for the extension of Andy Avenue.		

Note: Additional right-of-way and/or easements will be provided by property owners for minimal consideration in order to construct the necessary public street and to relocate the sanitary sewer.

With regard to the identified projects, the Andy Avenue extension (Market Place) and repaving of DeHaan Drive (Trade Centre Way) was completed in 1999. The DeHaan Drive sanitary sewer relocation was subsequently completed in 1999. Finally, after lengthy litigation concerning the acquisition of land necessary for the construction of Market Place, the acquisition was completed in 2001. Bonds were subsequently sold in 2001 in the amount of \$3,100,000 to finance street improvements of \$521,342; sanitary sewer relocation of \$292,429; and property acquisition of \$2,286,229. (Lead underwriter is Morgan Stanley Dean Witter).

2003 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN - PROPERTY
ACQUISITION AND PUBLIC IMPROVEMENT PROJECTS (COMPLETED)

	<u>Estimated Time Required for Completion</u>	<u>Estimated Cost</u>
<u>Public Improvements</u>		
1. The acquisition of 5.44 acres of land for public street right-of-way and stormwater retention	Fall 2003\$	\$909,000
2. The construction of an approximate 2200-foot long, 36-foot wide public cul-de-sac street, with pavement, curb and gutter, sidewalk, conduit for the installation of telecommunications fibre, street lighting and landscaping	Fall 2003/ Spring 2004	\$689,000
3 The construction of public water main from the Milham Well Field to the DDA under I-94, to be looped with public water utilities in Holiday Lane	Fall 2003/ Spring 2004	\$300,000
4. To facilitate "way finding" by customers from South Westnedge and West Fork Crossing the financing and construction of identification sign at South Westnedge and orientation sign at West Fork Crossing	Summer 2004	\$30,000
5. The acquisition of 2.81 acres of land in the DeHaan Drive and West Fork Crossing vicinity of the DDA for stormwater or other public use	2004	\$500,000
6. The annual maintenance, monitoring Of the retention facility mitigation facility	Annually (Not Bonded)	\$5,000 (\$100,000 over 20 yrs.)

Note: The public right-of-way and stormwater retention area to be purchased by the City of Portage through the DDA is shown on the accompanying map and is generally situated adjacent to and lying immediately north of I-94.

**2011 AMENDED DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN -
PROPERTY ACQUISITION AND PUBLIC IMPROVEMENT PROJECTS (Completed)**

To further encourage private sector investment and the further development within the DDA and along South Westnedge Avenue when the DDA was established in 1998, public street, stormwater, and water main replacement projects identified in the South Westnedge Enhancement Projects (SWEPS) program are planned.

Additionally, to foster new private sector investment and the development of office, motel/accommodations, restaurant/retail and office uses in the Trade Centre that was also envisioned when the DDA was established, eligible activities will be financed and constructed as part of the 2011 amended DDA Tax Increment Finance Plan / Development Plan.

The following public improvements and projects are proposed:

	<u>Estimated Time Required for Completion</u>	<u>Estimated Cost</u>
<u>Public Improvements</u>		
1. SWEPS project improvements:		
a) The widening of portions of South Westnedge Avenue from north of Market Place to Kilgore Road including related land acquisition, design, and street and utility construction activities.	FY2018/FY2020	\$1,250,000
b) Traffic signal upgrades, overhead utility relocation activities, and access management activities along South Westnedge Avenue in the DDA district to facilitate safe and efficient traffic flow.		
2. Agreement to Purchase. The City agrees to purchase approximately 8,400 sq. ft. from the Developer to be used for public roadway purposes. Closing on the sale shall occur at a mutually agreeable time but not later than FY2011. At closing Developer agrees to provide City a Special Warranty Deed conveying title to such property, a survey showing the location of such property and an owner's policy of title insurance in the amount of the purchase price of such property.	FY2011	\$191, 623
3. Trade Centre Way/West Fork Crossing/South Westnedge Avenue improvements:	FY2011	\$1,148,377
a) Trade Centre Way will be realigned and improved from South Westnedge Avenue west 900 feet to just west of West Fork Crossing.		

(3. continued)

The realignment will include curb and gutter, storm sewer, utility relocation, boulevards, first class road landscaping, lighting, fencing and related construction.

- b) West Fork Crossing will be realigned and improved to intersect with realigned Trade Centre Way easterly of the existing street intersection. The realignment and improvement will match existing West Fork Crossing street cross section characteristics. Private storm drainage will be relocated to adjacent property.
- b) The Trade Centre Way and West Fork Crossing intersection will be reconstructed incorporating additional right-of-way from the State of Michigan. The intersection improvement will match existing Trade Centre Way and West Fork Crossing cross section characteristics. Excess public street right-of-way not necessary for reconstruction of Trade Centre Way and West Fork Crossing shall be vacated or disposed of by the City. Former State of Michigan right-of-way will be retained by the City for transportation purposes.
- c) A portion of South Westnedge Avenue south of Trade Centre Way will be reconstructed to Facilitate left turn-in and right turn-in movements from South Westnedge Avenue to Trade Centre Way and right turnout movements from Trade Centre Way to South Westnedge Avenue. The improvements will match existing South Westnedge Avenue cross section characteristics.

Note: The Costs To Be Paid By City of Portage of this 2011 Plan Amendment, includes the:

- 1. SWEPS project improvements; and
- 2. The Phase III Development Agreement with Trade Center Holdings, LLC and includes a planned land purchase and Trade Centre Way/West Fork Crossing/South Westnedge Avenue improvements contemplated to facilitate private investment to be accomplished by Trade Center Holdings, LLC.

2020 AMENDED DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN -
PROPERTY EXCHANGE AND PUBLIC IMPROVEMENT PROJECTS (PROPOSED)

SEE EXPLANATIONS ON PAGE 12

E. A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.

1998 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN -
INFRASTRUCTURE IMPROVEMENT PROJECTS (COMPLETED)

	<u>Estimated Time Required for Completion</u>	<u>Estimated Cost</u>
<u>Roadway Improvements</u>		
1. Andy Avenue Extension	12 months	\$487,000
Construct a new 1400 feet long and thirty-six foot wide public street intersecting South Westnedge Avenue at the Andy Avenue signalized intersection, with necessary storm water facilities. Repave 1000 feet of DeHaan Street with intersection improvements at South Westnedge Avenue.		
2. DeHaan Drive Sanitary Sewer Relocation	12 months	\$307,000
Relocate approximately 2100 feet of existing sanitary sewer trunk main located west of DeHaan Drive to the south, paralleling the I-94 right-of-way.		
3. South Westnedge Avenue Property Acquisition	12 Months	\$850,000
Purchase the property addressed along South Westnedge Avenue and DeHaan Drive which is necessary for the extension of Andy Avenue.		

Note: Additional right-of-way and/or easements will be provided by property owners for minimal consideration in order to construct the necessary public street and to relocate the sanitary sewer.

With regard to the identified projects, the Andy Avenue extension (Market Place) and repaving of DeHaan Drive was completed in 1999. The DeHaan Drive sanitary sewer relocation was subsequently completed in 1999. Finally, after lengthy litigation concerning the acquisition of land necessary for the construction of Market Place, the acquisition was completed in 2001. Bonds were subsequently sold in 2001 in the amount of \$3,100,000 to finance street improvements \$521,342; sanitary sewer relocation \$292,429; and property acquisition \$2,286,229). (Lead underwriter is Morgan Stanley Dean Witter).

**2003 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN - PROPERTY
ACQUISITION AND PUBLIC IMPROVEMENT PROJECTS (COMPLETED)**

	<u>Estimated Time Required for Completion</u>	<u>Estimated Cost</u>
<u>Public Improvements</u>		
1. The acquisition of 5.44 acres of land for public street right-of-way and stormwater retention	Fall 2003\$	\$909,000
2. The construction of an approximate 2200-foot long, 36-foot wide public cul-de-sac street, with pavement, curb and gutter, sidewalk, conduit for the installation of telecommunications fibre, street lighting and landscaping	Fall 2003/ Spring 2004	\$689,000
3. The construction of public water main from the Milham Well Field to the DDA under I-94, to be looped with public water utilities in Holiday Lane	Fall 2003/ Spring 2004	\$300,000
4. To facilitate "way finding" by customers from South Westnedge and West Fork Crossing the financing and construction of identification sign at South Westnedge and orientation sign at West Fork Crossing	Summer 2004	\$30,000
5. The acquisition of 2.81 acres of land in the DeHaan Drive and West Fork Crossing vicinity of the DDA for stormwater or other public use	2004	\$500,000
6. The annual maintenance, monitoring Of the retention facility mitigation facility	Annually (Not Bonded)	\$5,000 (\$100,000 over 20 yrs.)

Note: The public right-of-way and stormwater retention area to be purchased by the City of Portage through the DDA is shown on the accompanying map and is generally situated adjacent to and lying immediately north of I-94.

**2011 AMENDED DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN -
PROPERTY ACQUISITION AND PUBLIC IMPROVEMENT PROJECTS (Completed)**

To further encourage private sector investment and the further development within the DDA and along South Westnedge Avenue when the DDA was established in 1998, public street, stormwater, and water main replacement projects identified in the South Westnedge Enhancement Projects (SWEPS) program are planned.

Additionally, to foster new private sector investment and the development of office, motel/accommodations, restaurant/retail and office uses in the Trade Centre that was also envisioned when the DDA was established, eligible activities will be financed and constructed as part of the 2011 amended DDA Tax Increment Finance Plan / Development Plan.

The following public improvements and projects are proposed:

	<u>Estimated Time Required for Completion</u>	<u>Estimated Cost</u>
<u>Public Improvements</u>		
1. SWEPS project improvements:		
c) The widening of portions of South Westnedge Avenue from north of Market Place to Kilgore Road including related land acquisition, design, and street and utility construction activities.	FY2018/FY2020	\$1,250,000
d) Traffic signal upgrades, overhead utility relocation activities, and access management activities along South Westnedge Avenue in the DDA district to facilitate safe and efficient traffic flow.		
2. Agreement to Purchase. The City agrees to purchase approximately 8,400 sq. ft. from the Developer to be used for public roadway purposes. Closing on the sale shall occur at a mutually agreeable time but not later than FY2011. At closing Developer agrees to provide City a Special Warranty Deed conveying title to such property, a survey showing the location of such property and an owner's policy of title insurance in the amount of the purchase price of such property.	FY2011	\$191, 623
3. Trade Centre Way/West Fork Crossing/South Westnedge Avenue improvements:	FY2011	\$1,148,377
a) Trade Centre Way will be realigned and improved from South Westnedge Avenue west 900 feet to just west of West Fork Crossing.		

(3. continued)

The realignment will include curb and gutter, storm sewer, utility relocation, boulevards, first class road landscaping, lighting, fencing and related construction.

- b) West Fork Crossing will be realigned and improved to intersect with realigned Trade Centre Way easterly of the existing street intersection. The realignment and improvement will match existing West Fork Crossing street cross section characteristics. Private storm drainage will be relocated to adjacent property.
- c. The Trade Centre Way and West Fork Crossing intersection will be reconstructed incorporating additional right-of-way from the State of Michigan. The intersection improvement will match existing Trade Centre Way and West Fork Crossing cross section characteristics. Excess public street right-of-way not necessary for reconstruction of Trade Centre Way and West Fork Crossing shall be vacated or disposed of by the City. Former State of Michigan right-of-way will be retained by the City for transportation purposes.
- d) A portion of South Westnedge Avenue south of Trade Centre Way will be reconstructed to Facilitate left turn-in and right turn-in movements from South Westnedge Avenue to Trade Centre Way and right turnout movements from Trade Centre Way to South Westnedge Avenue. The improvements will match existing South Westnedge Avenue cross section characteristics.

Note: The Costs To Be Paid By City of Portage of this 2011 Plan Amendment, includes the:

- 3. SWEPS project improvements; and
- 4. The Phase III Development Agreement with Trade Center Holdings, LLC and includes a planned land purchase and Trade Centre Way/West Fork Crossing/South Westnedge Avenue improvements contemplated to facilitate private investment to be accomplished by Trade Center Holdings, LLC.

F. A DESCRIPTION OF ANY PARTS OF THE DEVELOPMENT AREA TO BE LEFT AS OPEN SPACE AND THE USE CONTEMPLATED FOR THE SPACE.

Not Applicable

- G. A DESCRIPTION OF ANY PORTIONS OF THE DEVELOPMENT AREA THAT THE AUTHORITY DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.

2011 PLAN AMENDMENT (COMPLETED)

The public facilities to be constructed and acquired by the issuance of bonds in this 2020 Plan Amendment by the Authority will be retained and/or transferred to the City of Portage. The public facilities will be constructed and acquired by the city, using as revenues to retire bonds to be issued by the city, payments from the Authority to the city, which will be provided for in a contract between the city and the Authority.

2020 PLAN AMENDMENT (PROPOSED)

In order to facilitate development of the proposed hotel, an exchange of land needs to occur between the City of Portage and 750 Trade Centre, LLC, 850 Trade Centre, LLC and 950 Trade Centre, LLC (collectively the "Developer"). As such, the City of Portage will transfer to the Developer the southern .73 acres of 850 Trade Centre Way. The City of Portage will retain the northern portion of this parcel of land. The Developer will transfer to the City of Portage the northern .87 acres of 950 Trade Centre Way. The .87 acres transferred to the City of Portage will then be combined to the northern portion of 850 Trade Centre Way retained by the city. The existing storm water retention basin will be located to this new parcel of land. The Developer will convey to the City of Portage an easement to access this new storm water retention basin location.

Included with the property transfer is removal of the northern approximate one-half of the Trade Centre Way cul-de-sac turnaround area. In exchange for this land area, the Developer will provide to the City of Portage an easement that will allow city vehicles and the public to turnaround on the newly created hotel property.

Included in Appendix 6 are several maps that illustrate the land exchange, creation of the new storm water retention parcel and the new hotel parcel. Below is a brief description of each map contained in Appendix 6:

1. Drawing No. 1: This drawing illustrates the three parcels of land that are included in this plan amendment. Two parcels are owned by the Developer (750 and 950 Trade Centre Way) and one parcel is owned by the City of Portage (850 Trade Centre Way)
2. Drawing No. 2: Property shaded in green is that .73-acre portion of 850 Trade Centre Way the city will convey to the Developer. The existing storm water retention basin is located on this property, which is proposed to be relocated.
3. Drawing No. 3: Property shaded in pink is currently owned by the Developer but will be conveyed to the City of Portage. The storm water retention basin will be relocated to this parcel.
4. Drawing No. 4: The property shaded in purple will be the property owned by the City of Portage after the transaction is complete.
5. Drawing No. 5: The property shaded in tan will be a new parcel that will be occupied by the proposed hotel. It's a combination of the .73-acres city-owned parcel (850 Trade Centre Way) transferred to the Developer, the west portion of 750 Trade Centre Way and the east portion of 950 Trade Centre Way.
6. Drawing No. 6: The light green shaded area shows the property split from 750 Trade Centre Way and 950 Trade Centre Way to create the new hotel parcel as described No. 5 above.

7. Drawing No. C-2: This drawing shows the storm water basin at its new location and the site layout for the new hotel.

H. **A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS, AND UTILITIES.**

1998 DDA TAX INCREMENT FINANCE PLAN/DEVELOPMENT PLAN (COMPLETED)

Zoning Changes

Approximately 60 acres of land was rezoned to CPD, commercial planned development and OS-1, office service by the City of Portage in June 1998. No additional zoning changes are contemplated.

Street Changes

As part of the original Tax Increment Finance / Development Plan, Andy Avenue extension (now Market Place) was completed. DeHaan Drive was resurfaced.

A new public cul-de-sac street was constructed that is identified on the preceding pages of D. and E. in the Amended 2003 Plan.

Street Intersections

No additional intersection improvements were undertaken.

Utilities

No additional sanitary sewer utilities were undertaken.

New public utilities were constructed to serve the planned development and future development within the DDA in the Amended 2003 Plan. These public utilities include public water mains, stormwater facilities and street appurtenances (landscaping, sidewalks, street lighting, traffic control and related facilities).

2003 TAX INCREMENT FINANCE PLAN/DEVELOPMENT PLAN (COMPLETED)

Zoning Changes

No additional zoning changes are contemplated.

Street Changes

A new public cul-de-sac street was constructed that is identified on the preceding pages of D. and E. in the Amended 2003 Plan.

Street Intersections

Consistent with the street changes above, related intersection work at DeHaan Drive (now Trade Centre Way) was completed as generally described on pages of D. and E in the Amended 2003 Plan.

Utilities

New public utilities were constructed to serve the planned development and future development within the DDA in the Amended 2003 Plan. These public utilities include public water mains, stormwater facilities and street appurtenances (landscaping, sidewalks, street lighting, traffic control and related facilities).

2011 AMENDED TAX INCREMENT FINANCE PLAN/DEVELOPMENT PLAN (COMPLETED)

Zoning Changes

No additional zoning changes are contemplated.

Street Changes

Reconstruction of part of South Westnedge Avenue has occurred.

A realigned intersection of two public streets will be constructed that is explained on the preceding pages of D. and E. in the 2020 Amended Plan.

In the future, additional improvements including widening along South Westnedge Avenue are planned as part of the SWEPS program.

Street Intersections

Consistent with the street changes above, related intersection work at Trade Centre Way and West Fork Crossing will be completed as generally described on pages of D. and E.

Utilities

New public utilities will be constructed to serve the planned development and future development within the DDA in the 2020 Amended Plan. These public utilities include street and street appurtenances (landscaping, sidewalks, street lighting, fencing, undergrounding of overhead utilities where possible), stormwater facilities as needed, traffic control and related facilities.

2020 AMENDED TAX INCREMENT FINANCE PLAN/DEVELOPMENT PLAN (PROPOSED)

Zoning Changes

No additional zoning changes are contemplated.

Street Changes

The northern approximate one-half of the Trade Centre Way cul-de-sac turnaround area will be removed and this land area transferred to the Developer. In exchange for this land area, the Developer will provide to the City of Portage an easement that will allow city vehicles and the public to turnaround on the newly created hotel property.

Street Intersections

No changes to any street intersections are contemplated.

Utilities

Demolition and removal of the existing storm water retention basin and drainage system, removal of pond liner, removal of infrastructure piping. A new storm water retention basin and associated improvements will be constructed on the new parcel of land located to the northwest.

I. **AN ESTIMATE OF THE COST OF THE DEVELOPMENT, A STATEMENT OF THE PROPOSED METHOD OF FINANCING THE DEVELOPMENT, AND THE ABILITY OF THE AUTHORITY TO ARRANGE THE FINANCING.**

It is anticipated that the 2020 Amended Plan will cost an additional \$653,228, which does not include annual maintenance of the relocated storm water retention basin. The costs associated with the public infrastructure improvements are summarized below:

\$150,000	Paid for or reimbursed from the City of Portage Water Fund. This \$150,000 had already been budgeted to rehabilitate the existing storm water basin.
\$450,000	Reimbursed by the DDA to Developer with tax increment revenue generated by the project.
\$53,228	Paid for by Developer (any amount over \$600,000 in total)
\$653,228	Total Cost associated with relocation of the storm water retention basin and removal of the northern portion of the Trade Centre Way turnaround area.

J. DESIGNATION OF THE PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM ALL OR A PORTION OF THE DEVELOPMENT IS TO BE LEASED, SOLD, OR CONVEYED, IN ANY MANNER, AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE AUTHORITY.

Additional public improvements will be undertaken to foster economic development and job creation in the Trade Centre Way area within the DDA. Joseph Gesmundo and Roger Hinman, being principals in 750 Trade Center, LLC, 850 Trade Centre, LLC, and 950 Trade Centre, LLC are referenced and 2020 Phase IV Development Agreement with terms with this entity.

Other property owners/developers may also express interest in land purchase and subsequent development of office, motel/accommodations and/or retail development, which will also be consistent with applicable city requirements.

- K. THE PROCEDURES FOR BIDDING FOR THE LEASING, PURCHASING, OR CONVEYING, IN ANY MANNER, OF ALL OR A PORTION OF THE DEVELOPMENT UPON ITS COMPLETION, IF THERE IS NO EXPRESS OR IMPLIED AGREEMENT BETWEEN THE AUTHORITY AND PERSON, NATURAL OR CORPORATE, THAT ALL OR A PORTION OF THE DEVELOPMENT WILL BE LEASED, SOLD, OR CONVEYED, IN ANY MANNER, TO THOSE PERSONS.

Not applicable

- L. ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE DEVELOPMENT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED. IF OCCUPIED RESIDENCES ARE DESIGNATED FOR ACQUISITION AND CLEARANCE BY THE AUTHORITY, A DEVELOPMENT PLAN SHALL INCLUDE A SURVEY OF THE FAMILIES AND INDIVIDUALS TO BE DISPLACED, INCLUDING THEIR INCOME AND RACIAL COMPOSITION; A STATISTICAL DESCRIPTION OF THE HOUSING SUPPLY IN THE COMMUNITY, INCLUDING THE NUMBER OF PRIVATE AND PUBLIC UNITS IN EXISTENCE OR UNDER CONSTRUCTION; THE CONDITION OF THOSE UNITS IN EXISTENCE; THE NUMBER OF OWNER-OCCUPIED AND RENTER-OCCUPIED UNITS; THE ANNUAL RATE OF TURNOVER OF THE VARIOUS TYPES OF HOUSING; THE RANGE OF RENTS AND SALE PRICES; AN ESTIMATE OF THE TOTAL DEMAND FOR HOUSING IN THE COMMUNITY AND THE ESTIMATED CAPACITY OF PRIVATE AND PUBLIC HOUSING AVAILABLE TO DISPLACED FAMILIES AND INDIVIDUALS.

Not Applicable

M. PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE DEVELOPMENT IN ANY NEW HOUSING IN THE DEVELOPMENT AREA.

Not Applicable

- N. PROVISION FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE DEVELOPMENT AND FINANCIAL ASSISTANCE AND REIMBURSEMENT OF EXPENSES, INCLUDING LITIGATION EXPENSES AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE, IN ACCORDANCE WITH THE STANDARDS AND PROVISIONS OF THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.

Not Applicable

- . A PLAN FOR COMPLIANCE WITH ACT NO. 227 OF THE PUBLIC ACTS OF 1972, BEING SECTIONS 213.321 TO 213.332 OF THE MICHIGAN COMPLIED LAWS.

Not Applicable

P. OTHER MATERIAL THAT THE AUTHORITY, LOCAL PUBLIC AGENCY,
OR GOVERNING BODY CONSIDERS PERTINENT.

None

PART II - TAX INCREMENT FINANCING PLAN

A. DETAILED EXPLANATION OF THE TAX INCREMENT PROCEDURE.

Tax increment financing permits the Authority to capture tax revenues attributable to increases in the value of real and personal property resulting from the acquisition and construction of eligible property as defined in the Act. Property value increases, in the case of the development within the district boundaries, will be attributable to the construction of projects.

At the time the tax increment financing plan is approved by the City Council, the value of the eligible property to which the plan pertains (the initial value) is established. The initial value is the taxable value of the eligible property on that date.

In each subsequent year for the duration of the tax increment financing plan the "current value" of the eligible property will be determined. The current value for each year is the taxable value of the eligible property for that year.

The amount by which the current value exceeds the initial value in any one year is the captured value. For the duration of the tax increment financing plan, the local taxing jurisdictions will continue to receive tax revenues based upon the initial value. The Authority, however, receives that portion of the tax levy of the City of Portage, Portage District Library, Kalamazoo County and Kalamazoo Valley Community College (as taxing jurisdictions) paid each year on the captured value of the eligible property included in the tax increment financing plan; provided, however, that the Authority does not receive any part of millage specifically levied for the payment of principal of and interest on obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit.

For example, in year one a tax increment financing plan relating to eligible property having a taxable value of \$500,000 is established. The initial value is \$500,000. Assume that the tax rate applicable to the eligible property is 52 mills and, of the 52 mills, 2 mills are levied for the payment of principal and interest on obligations described above. In year one, the taxes on the eligible property will be 52 mills times \$500,000 or \$26,000. None of those taxes will be paid to the Authority. In year two, because of the construction of eligible property, the taxable value of the eligible property is \$750,000. The current value in year two is \$750,000 and the captured value in year two is \$250,000 (\$750,000 less than the initial value of \$500,000). If there were no agreements for the sharing of captured value, the Authority would receive tax increments of \$13,000 (52 mills times \$250,000). The taxing jurisdictions would receive \$26,500 (52 mills time \$500,000 which represents the initial value, plus 2 mills times \$250,000 which represents the captured value). In each subsequent year for the duration of the tax increment financing plan a similar computation would be made.

If agreements to share captured value were in place the calculations would be adjusted to reflect the terms of those agreements.

B. **MAXIMUM AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED.**

NONE

C. DURATION OF THE PROGRAM.

The development plan and the tax increment financing plan are to continue for the period of time needed to complete the plan and collect and disburse tax increments as may be needed to reimburse the Developers for their expenses making the necessary improvements to relocate the storm water system.

It is anticipated that the program identified in the amended plan will extend through the year 2031.

[SEE CHART ON NEXT PAGE]

Tax Increment Revenue Reimbursement Allocation Table
Reimbursement Example

Estimated DDA Capture \$ 486,955
 Developer Reimbursement \$ 450,000

Estimated Total Years of Plan: 12
 Estimated Tax Revenue waived by COP: \$ 229,344
 Estimated Tax Revenue by COP: \$ -

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	TOTAL
Total Local Incremental Revenue	\$ 38,396	\$ 38,780	\$ 39,168	\$ 39,559	\$ 39,955	\$ 40,354	\$ 40,758	\$ 41,165	\$ 41,577	\$ 41,993	\$ 42,413	\$ 42,837	\$ 486,955
Administrative Fee (5%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement	\$ 38,396	\$ 38,780	\$ 39,168	\$ 39,559	\$ 39,955	\$ 40,354	\$ 40,758	\$ 41,165	\$ 41,577	\$ 41,993	\$ 42,413	\$ 42,837	\$ 486,955
Reimbursements	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Developer	\$ 450,000	\$ 38,396	\$ 38,780	\$ 39,168	\$ 39,559	\$ 40,354	\$ 40,758	\$ 41,165	\$ 41,577	\$ 41,993	\$ 42,413	\$ 5,882	\$ 450,000
City of Portage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reimbursement Balance	\$ 411,604	\$ 372,824	\$ 333,657	\$ 294,098	\$ 254,143	\$ 213,789	\$ 173,031	\$ 131,865	\$ 90,288	\$ 48,295	\$ 5,882	\$ 0	
Total Annual Developer Reimbursement	\$ 38,396	\$ 38,780	\$ 39,168	\$ 39,559	\$ 39,955	\$ 40,354	\$ 40,758	\$ 41,165	\$ 41,577	\$ 41,993	\$ 42,413	\$ 5,882	\$ 450,000

D. **STATEMENT OF THE ESTIMATED IMPACT OF TAX INCREMENT
FINANCING ON THE ASSESSED VALUES OF ALL TAXING
JURISDICTION IN WHICH THE DEVELOPMENT AREA IS LOCATED.**

See Appendix 7

**E. STATEMENT AS TO WHETHER PLAN PROVIDES FOR THE USE OF SOME
OR ALL OF THE CAPTURED VALUE.**

The use of all of the captured value is contemplated.

F. METHOD FOR EXCLUDING GROWTH IN PROPERTY VALUE RESULTING
SOLELY FROM INFLATION.

Not Applicable

APPENDICES

APPENDIX 1

5



Downtown Development Authority Vicinity Map



1 inch = 700 feet
Date Printed: April 9, 2020



A parcel of land located in the northwest quarter of section three and the northeast quarter of section four, township three south, range eleven west, more particularly described as follows:

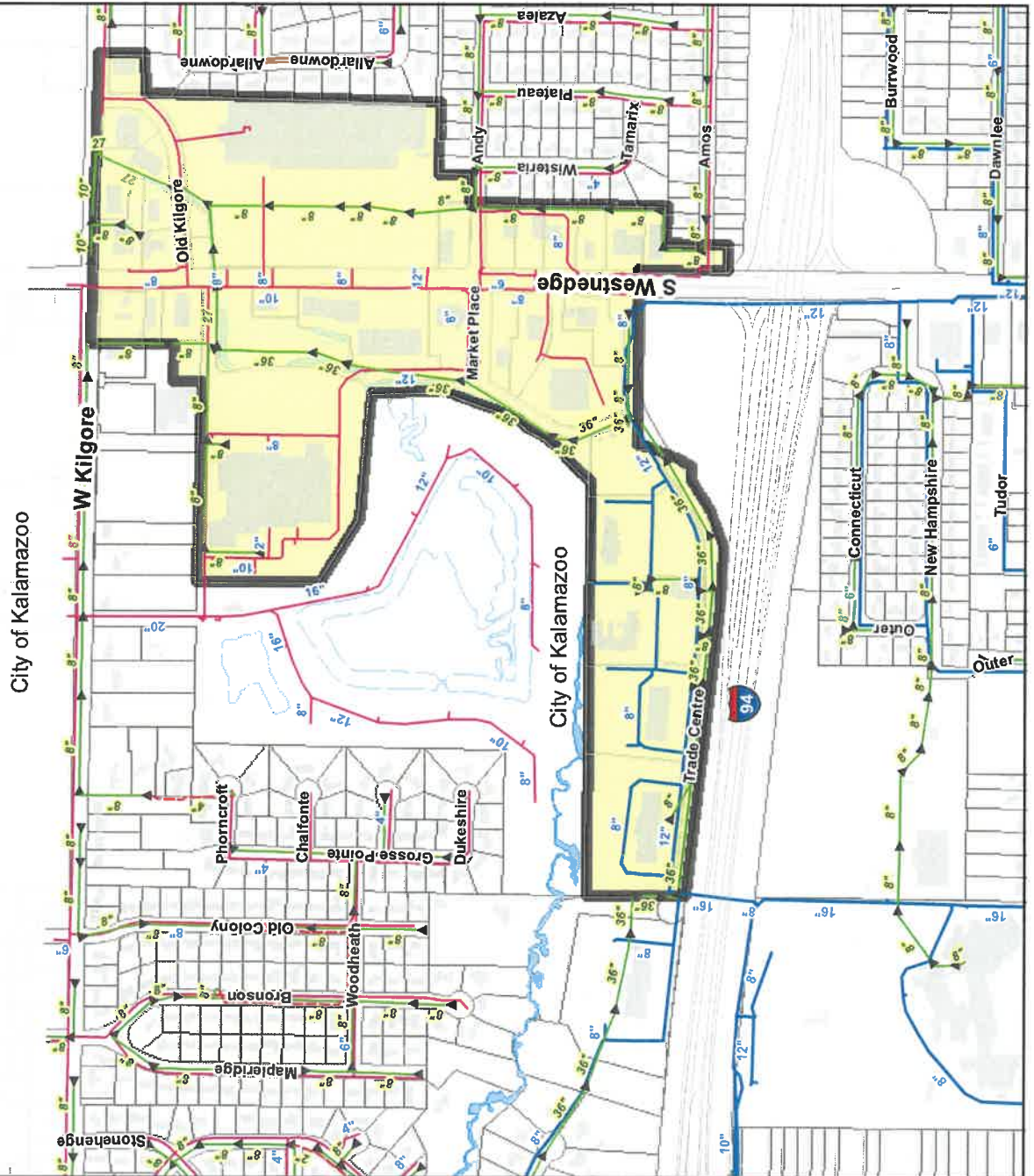
Commencing at the west quarter post of said section three; thence east along the east-west quarter line of said section three 131.69 feet to a point 34.31 feet west of the southeast corner of lot 19 of the Assessor's Plat of DeBoer Homestead Acres and the place of beginning; thence northwesterly 100.00 feet to the northwest corner of said lot 19; thence northerly 66.00 feet along the west line of lot 18 of said Assessor's Plat to the northwest corner of said lot 18; thence northerly 66.00 feet along the west line extended of said lot 18 to the southwest corner of lot 17 of said Assessor's Plat; thence continuing northerly 264.00 feet more or less along the west line of lots 14, 15, 16, and 17 of said Assessor's Plat to the northwest corner of said lot 14; thence westerly 80.00 feet more or less to the intersection of the south right-of-way line of DeHaan Drive with the west right-of-way line of South Westnedge Avenue; thence westerly 590.00 feet more or less along the south right-of-way line of DeHaan Drive to the intersection of the south right-of-way line of DeHaan Drive with the east right-of-way line of Clara Drive; thence southwesterly 280.00 feet more or less along the east right-of-way line of Clara Drive; thence westerly 50.00 feet more or less to the southeast corner of lot 108 of said Assessor's Plat; thence westerly 63.40 feet more or less along the south line of said lot 108; thence south 58 degrees 3 minutes 8 seconds west, 119.84 feet; thence south 72 degrees 5 minutes 59 seconds west, 163.48 feet; thence north 89 degrees 2 minutes 44 seconds west, 250.80 feet; thence north 84 degrees 28 minutes 18 seconds west, 1,241.33 feet more or less to the south line of said Assessor's Plat; thence westerly 21.00 feet more or less along the south line of said Assessor's Plat to the southwest corner of lot 98 of said Assessor's Plat; thence north 0 degrees 20 minutes 0 seconds west, 419.30 feet along the north-south quarter line of said section four; thence easterly 1,763.82 feet to the northwest corner of lot 68 of said Assessor's Plat; thence northeasterly 481.00 feet more or less along the center line of the west branch of Portage Creek; thence northeasterly 188.00 feet more or less along said creek; thence northerly along said creek to a point on the east-west eighth line of said section four 458.64 feet west of the east line of said section four; thence westerly 50.00 feet along said east-west eighth line; thence northerly 289.06 feet parallel with the east line of said section four; thence north 85 degrees 16 minutes 20 seconds west, 549.72 feet; thence north 58 degrees 41 minutes 0 seconds west, 317.39 feet to the west line of the east half of the northeast quarter of said section four; thence north 0 degrees 0 minutes 3 seconds west, 527.79 feet along the west line of the east half of the northeast quarter of said section four to a point 480.37 feet south of the north line of said section four, said point also being in the south line of lot 17 of Kilgore Plat; thence east along the south line of Kilgore Plat 869.44 feet to the southwest corner of lot 5 of said plat; thence north along the west line of lot 5, 125.00 feet; thence east 154.00 feet to the east line of lot 4 of said plat; thence north 322.37 feet to the north line of section four; thence easterly 304.00 feet to the northeast corner of said section four, this point also being the northwest corner of said section three; thence continuing easterly 951.78 feet along the north line of the northwest quarter of said section three to the west line extended of lot 121 of Ridgebrook No. 1; thence southerly 50.00 feet along the west line extended of said lot 121 to the northwest corner of said lot 121; thence continuing southerly 157.09 feet along the west line of said lot 121 to the southwest corner of said lot 121; thence southwesterly 173.82 feet along the north line of lot 122 of Ridgebrook No. 1 to the northwest corner of said lot 122 and the easterly right-of-way line of Old Kilgore Road; thence southerly 1,255.74 feet along the westerly line and the westerly line extended of Ridgebrook No. 1 to a point in the north line of lot 64 of Terrace Heights; thence westerly 183.95 feet along the north line of lots 64, 65 and 66 of Terrace Heights to the northwest corner of said lot 66; thence southerly 132.00 feet along the west line of said lot 66 to the southwest corner of said lot 66 and the north right-of-way line of Andy Avenue; thence westerly 264.00 feet along the north right-of-way line of Andy Avenue to the west line of Terrace Heights; thence southerly 858.00 feet along the west line of Terrace Heights to the southwest corner of lot 9 of Terrace Heights and a point in the north line of lot 53 of said Assessor's Plat; thence westerly 165.00 feet along the north line of lots 53, 54 and 55 of said Assessor's Plat to the northwest corner of said lot 55; thence southerly 198.00 feet along the west line and the west line extended of said lot 55 to the northwest corner of lot 20 of said Assessor's Plat; thence continuing southerly 132.00 feet along the west line of said lot 20 to the southwest corner of said lot 20 and the southeast corner of said lot 19; thence westerly 34.31 feet along the east-west quarter line of said section three and along the south line of said lot 19 to the place of beginning.

APPENDIX 2



Downtown Development Authority Existing Street, Water and Sewer Map

- Legend**
- DDA Area
 - Sewer**
 - GRAVITY
 - FORCE
 - Water**
 - City of Kalamazoo
 - City of Portage



1 inch = 700 feet
Date Printed: April 9, 2020

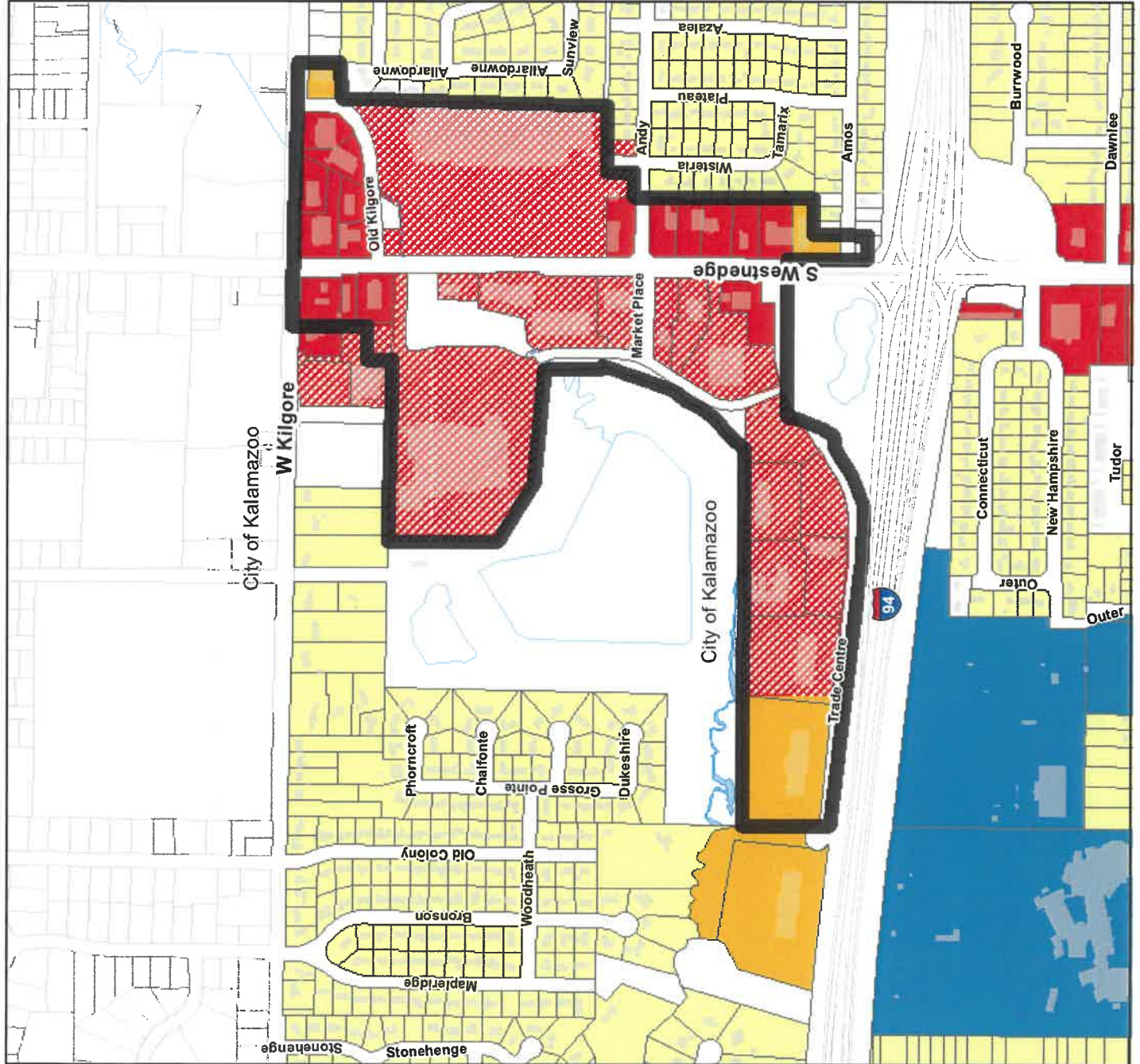
APPENDIX 3



Downtown Development Authority Existing Land Use

Legend

- DDA Area
- Single-Family
- Local Business
- General Business
- Office
- Regional Business
- Light Industrial
- Public/Institutional
- Vacant/Undeveloped



1 inch = 700 feet
Date Printed: April 8, 2020

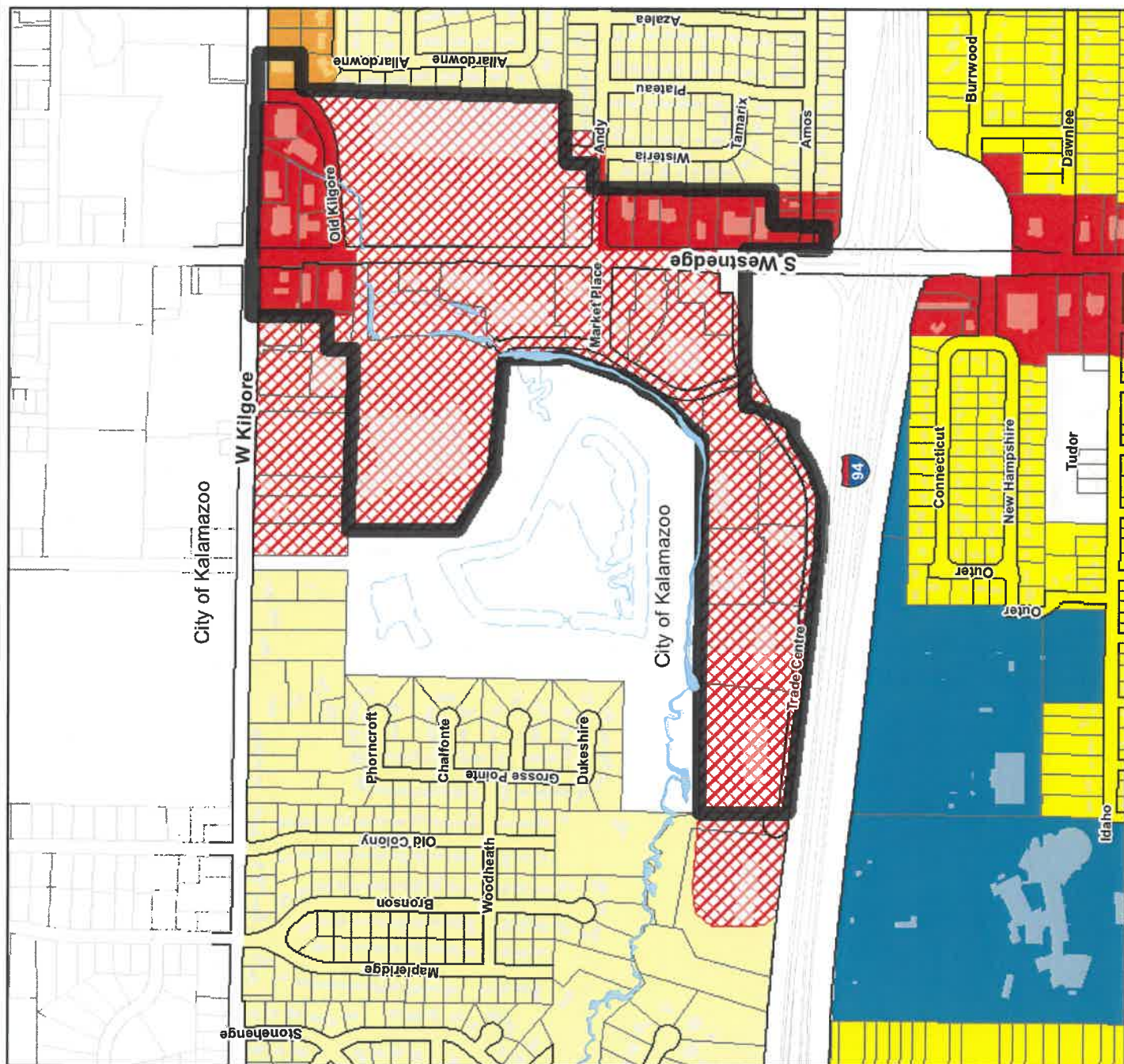
APPENDIX 4



Downtown Development Authority Future Land Use

Future Land Use

- DDA Area
- Low Density Residential
- Single-Family Detached-Medium Density Residential
- General Business
- Local Business
- Regional Business
- General Industrial
- Office
- Public



1 inch = 700 feet
Date Printed: April 8, 2020

APPENDIX 5

SITE LAYOUT PLAN
850 TRADE CENTRE WAY
AVB, INC.

Sheet
3/31/20
C-4

INTERSTATE 94

811
Know what's below.
Call before you dig.

ALL UTILITIES AS SHOWN ARE APPROXIMATE
DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE
RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE
EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY
ARE THE ONLY UTILITIES ON THE SITE.

RIGHT-OF-WAY PERMIT SHALL
BE OBTAINED FROM THE CITY OF
PORTAGE. TRAFFIC ENGINEER FOR
ALL WORK WITHIN CITY OF
PORTAGE ROW

NOTES

1. ALL DIMENSIONS SHOWN ARE TO THE EDGE OF RETAIL.
2. PROVIDE CURB CUTS/RAMP'S AT ALL BARRIED FREE ACCESS POINTS.
3. PROVIDE 12" MIN. WALKWAY TO CURB SIDE OF DRIVEWAY. PROVIDE CURB SIDE OF DRIVEWAY TO CURRENT MICHIGAN MANUAL OF UNIFORM PRACTICES, 2012 EDITION, AND MICHIGAN BARRIER FREE CODE.
4. SEE LANDSCAPE PLANS FOR HARDSCAPE, DETAILED GRADING IN LANDSCAPE AREAS AND SIGNAGE.
5. SEE ARCHITECTURAL PLANS FOR MORE DETAILS ON TRUCK DOCK WALLS, SIGNAGE, AND RAMP'S.
6. PROVIDE 12" MIN. WALKWAY CONNECTING TO TRUCK DOCK WALLS. PROVIDE 12" MIN. WALKWAY CONNECTING TO TRUCK DOCK WALLS. PROVIDE 12" MIN. WALKWAY CONNECTING TO TRUCK DOCK WALLS.
7. ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
8. LIGHT STANDARDS AND UTILITY POLES TO BE LOCATED A MINIMUM OF THE FEET FROM DRIVE-UP/SIDE.
9. EXCEPT WHERE INDICATED ON THESE PLANS, ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, AND MICHIGAN BARRIER FREE CODE.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, AND MICHIGAN BARRIER FREE CODE.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, AND MICHIGAN BARRIER FREE CODE.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, AND MICHIGAN BARRIER FREE CODE.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, AND MICHIGAN BARRIER FREE CODE.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2012 EDITION, AND MICHIGAN BARRIER FREE CODE.

ZONING REQUIREMENTS

ZONING THE SITE & ZONED DPD – COMMERCIAL PLANNED DEVELOPMENT

PROPOSED USE CONSTRUCTION TYPE II-A

PARKING 150 TRUCK CENTRE WAY

TOTAL PARKING REQUIRED PER ORDINANCE (OFFICE) = 1 SPACE / 83,333 SFT GROSS AREA, 83,333 SFT GFA / 200 SFT = 232 SPACES REQUIRED

TOTAL PARKING REQUIRED PER ORDINANCE (HOTEL) = 1 SPACE PER ROOM TRUCK CENTRE WAY

TOTAL PARKING REQUIRED PER ORDINANCE (HOTEL) = 1 SPACE PER ROOM TRUCK CENTRE WAY

TOTAL PARKING REQUIRED PER ORDINANCE (HOTEL) = 1 SPACE / 111,729 SFT GROSS AREA, 111,729 SFT GFA / 200 SFT = 335 SPACES REQUIRED

TOTAL REQUIRED = 892 SPACES

PROVIDED PARKING
TOTAL PROVIDED = 690 SPACES PROVIDED

BANKED SPACES PROVIDED
42 BANKED SPACES PROVIDED

BANKSIDE PACE PARKING
750 TRUCK CENTRE WAY
• REQUIRED = 6
• PROVIDED = 6

TRUCK CENTRE PARKING
800 TRUCK CENTRE WAY
• REQUIRED = 6
• PROVIDED = 6

TRUCK CENTRE PARKING
800 TRUCK CENTRE WAY
• REQUIRED = 8
• PROVIDED = 8

BULKHEAD PARKING
4-STORES

BUILDING HEIGHT (INCLUDING MECHANICAL SCREENING) WILL BE 57'-0".

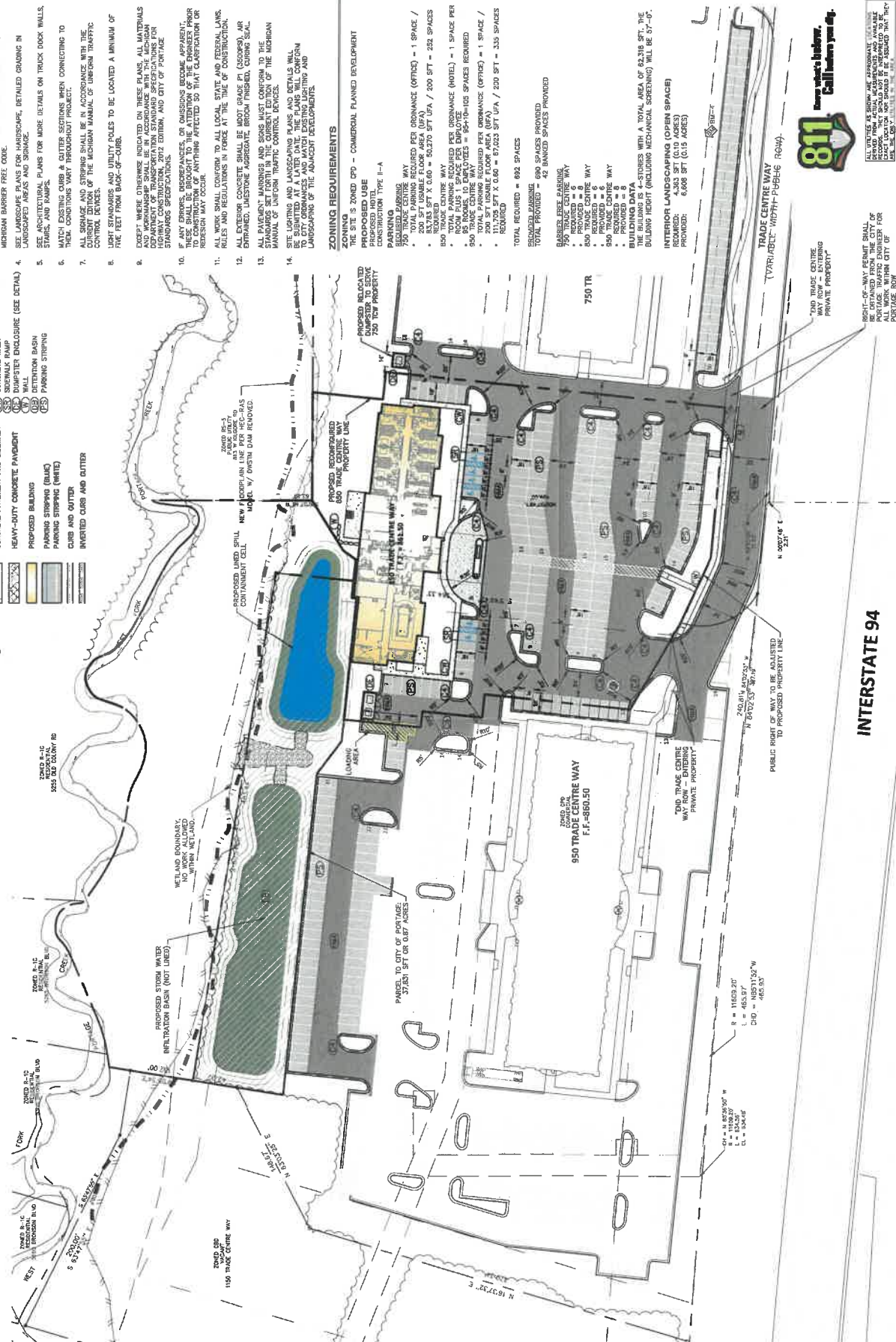
INTERIOR LIGHTING (OPEN SPACE)
REQUIRED: 4,303 SFT (0.10 ACRES)

RECEIVED

TRADE CENTRE WAY
16.66m
PUBLIC ROW

SITE LEGEND

- | | | | | | | | | | |
|---|-----------------------------------|---|--------------------------------|---|--------------------------------|---|------------------------------|---|-------------------|
|  | STANDARD-DUTY BITUMINOUS PAVEMENT |  | HEAVY-DUTY BITUMINOUS PAVEMENT |  | CONCRETE PAVEMENT AND SIDEWALK |  | HEAVY-DUTY CONCRETE PAVEMENT |  | PROPOSED BUILDING |
|  | PARKING STOPPING (BLUE) |  | PARKING STOPPING (WHITE) |  | CURB AND GUTTER |  | INVERTED CURB AND GUTTER |  | PROPOSED BUILDING |
|  | PROPOSED BUILDING |  | PROPOSED BUILDING |  | PROPOSED BUILDING |  | PROPOSED BUILDING |  | PROPOSED BUILDING |



APPENDIX 6

DRAWING LOCATION: H:\19-007D (850 Trade Centre)\Parcel Map\Existing Parcels.dwg LAST SAVED BY: AFRAZIER ON 2/19/2020



DRAWING LOCATION: H:\19-007D (850 Trade Centre)\REFERENCE\Parcel Maps\Existing Parcels.dwg LAST SAVED BY: AFR21ZNR ON 2/19/2020



2
Drawing No.

Title: **COP ROW/PROP. CONVEYANCE**
Project: **850 TRADE CENTRE WAY**
Client: **H&G, LLC**

Job No.: 19-007D
Date: 2/20/20
Scale: AS NOTED
TDR:
P.M.:
ART:
QA/QC: 2/20/20

hurley & stewart
HS
hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleyandstewart.com

DRAWING LOCATION: H:\19-007D (850 Trade Centre)\REFERENCE\Parcel Maps\Existing Parcels.dwg LAST SAVED BY: ARAZIER ON 2/19/2020





RETAINED CITY PARCEL		H&G, LLC	
Title:	Project:	Client:	Drawing No.
Job No.: 19-007D	Date: 2/20/20	Scale: AS NOTED	P.M.: TDH
APR	QA/QC: 2/20/20	hurley & stewart	
2800 E. 11th Street Minneapolis, MN 55409 269.552.4960 fax 269.552.4961 www.hurleyandstewart.com		H&S	

DRAWING LOCATION: H:\19-007D (850 Trade Centre)\REFERENCE\Parcel Map9\Existing Parcels.dwg LAST SAVED BY: AFRADIER ON 2/19/2020



INTERSTATE 94

5

Drawing No.

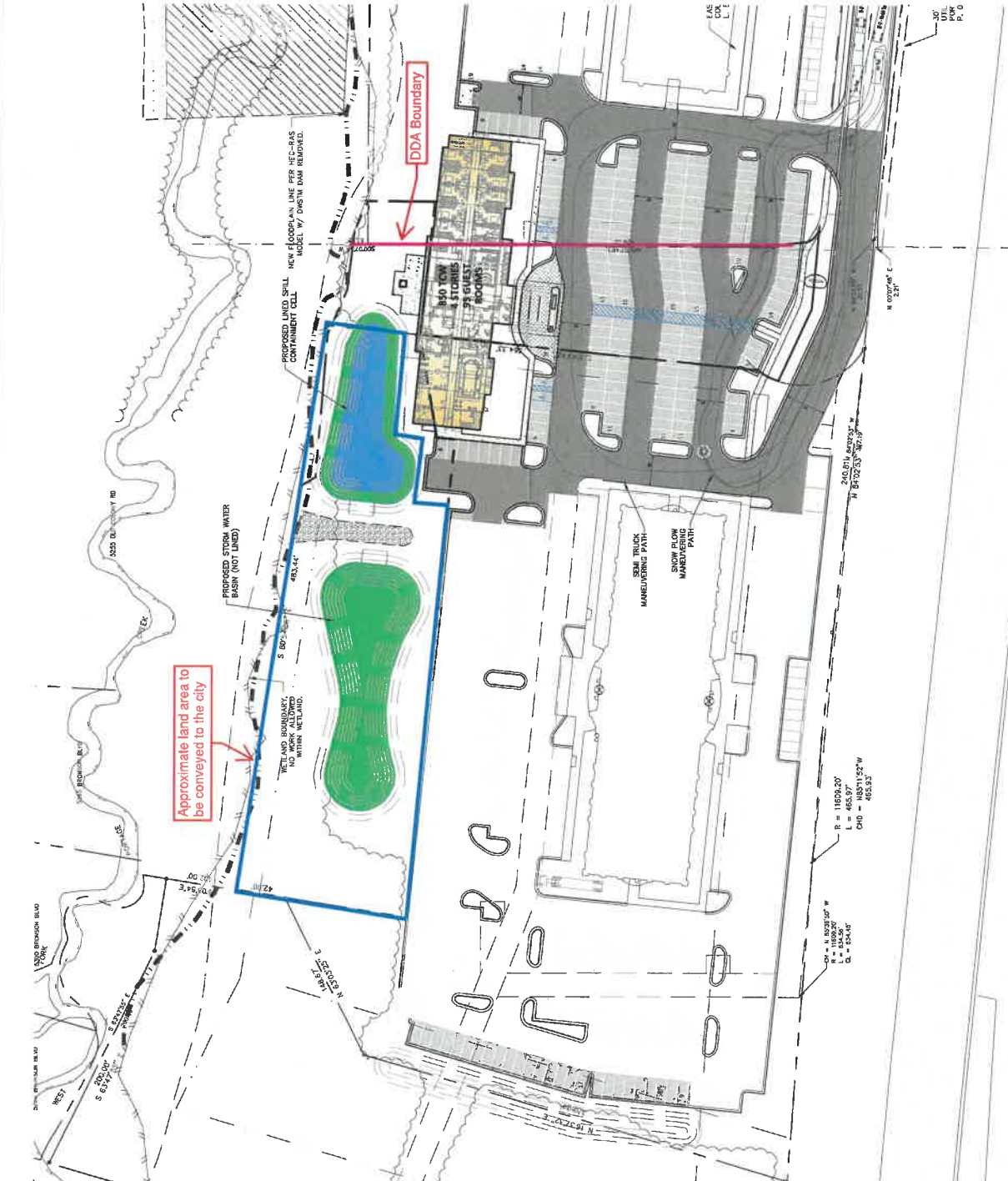
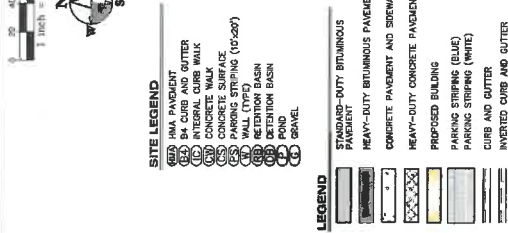
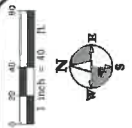
Title:
Project:
Client:

PROPOSED 850 TCW PARCEL
850 TRADE CENTRE WAY
H&G, LLC

Job No.: 19-007D
Date: 2/20/20
Scale: AS NOTED
P.M.: TDH
Dfr: AFR

hurley & stewart
2800 W. 11th Street
Kalamazoo, Michigan 49008
269.562.4960 fax 269.562.4961
www.hurleystewart.com





APPENDIX 7

Tax Increment Revenue Capture Estimates- DDA

Proposed Hotel
43% Taxable Value Captured

Estimated Taxable Value (TV) Increase Rate: 1.0%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
Calendar Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Estimated New TV	\$ 1,699,575	\$ 1,716,571	\$ 1,733,736	\$ 1,751,074	\$ 1,768,585	\$ 1,786,270	\$ 1,804,133	\$ 1,822,174	\$ 1,840,396	\$ 1,858,800	\$ 1,877,388	\$ 1,896,162	
Incremental Difference (New TV - Base TV)	\$ 1,699,575	\$ 1,716,571	\$ 1,733,736	\$ 1,751,074	\$ 1,768,585	\$ 1,786,270	\$ 1,804,133	\$ 1,822,174	\$ 1,840,396	\$ 1,858,800	\$ 1,877,388	\$ 1,896,162	

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
City of Portage	10.6400	\$ 18,083	\$ 18,264	\$ 18,447	\$ 18,631	\$ 18,818	\$ 19,006	\$ 19,196	\$ 19,388	\$ 19,582	\$ 19,778	\$ 19,975	\$ 20,175	\$ 229,344
KVCC	2.8089	\$ 4,774	\$ 4,822	\$ 4,870	\$ 4,919	\$ 4,968	\$ 5,017	\$ 5,068	\$ 5,118	\$ 5,169	\$ 5,221	\$ 5,273	\$ 5,326	\$ 60,545
County Operating	4.6810	\$ 7,956	\$ 8,035	\$ 8,116	\$ 8,197	\$ 8,279	\$ 8,362	\$ 8,445	\$ 8,530	\$ 8,615	\$ 8,701	\$ 8,788	\$ 8,876	\$ 100,998
CCTA Transit	0.7500	\$ 1,275	\$ 1,287	\$ 1,300	\$ 1,313	\$ 1,326	\$ 1,340	\$ 1,353	\$ 1,367	\$ 1,380	\$ 1,394	\$ 1,408	\$ 1,422	\$ 16,166
KCTA Transit	0.3145	\$ 535	\$ 540	\$ 545	\$ 551	\$ 556	\$ 562	\$ 567	\$ 573	\$ 579	\$ 585	\$ 590	\$ 596	\$ 6,779
Portage Library	1.5000	\$ 2,549	\$ 2,575	\$ 2,601	\$ 2,627	\$ 2,653	\$ 2,679	\$ 2,706	\$ 2,733	\$ 2,761	\$ 2,788	\$ 2,816	\$ 2,844	\$ 32,332
County Public Safety	1.4472	\$ 2,460	\$ 2,484	\$ 2,509	\$ 2,534	\$ 2,559	\$ 2,585	\$ 2,611	\$ 2,637	\$ 2,663	\$ 2,690	\$ 2,717	\$ 2,744	\$ 31,194
County Housing	0.0988	\$ 170	\$ 171	\$ 173	\$ 175	\$ 177	\$ 178	\$ 180	\$ 182	\$ 184	\$ 186	\$ 187	\$ 189	\$ 2,151
County Senior	0.3500	\$ 595	\$ 601	\$ 607	\$ 613	\$ 619	\$ 625	\$ 631	\$ 638	\$ 644	\$ 651	\$ 657	\$ 664	\$ 7,544
Local Total	22.5914	\$ 38,396	\$ 38,780	\$ 39,168	\$ 39,559	\$ 39,955	\$ 40,354	\$ 40,758	\$ 41,165	\$ 41,577	\$ 41,993	\$ 42,413	\$ 42,837	\$ 486,955

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
Portage School Debt	7.3500	\$ 12,492	\$ 12,617	\$ 12,743	\$ 12,870	\$ 12,999	\$ 13,129	\$ 13,260	\$ 13,393	\$ 13,527	\$ 13,662	\$ 13,799	\$ 13,937	\$ 158,428
Library Additional	0.5000	\$ 850	\$ 858	\$ 867	\$ 876	\$ 884	\$ 893	\$ 902	\$ 911	\$ 920	\$ 929	\$ 939	\$ 948	\$ 10,777
County Juvenile Home Debt	0.1851	\$ 315	\$ 318	\$ 321	\$ 324	\$ 327	\$ 331	\$ 334	\$ 337	\$ 341	\$ 344	\$ 348	\$ 351	\$ 3,990
KRESA Misc	7.0378	\$ 11,961	\$ 12,081	\$ 12,202	\$ 12,324	\$ 12,447	\$ 12,571	\$ 12,697	\$ 12,824	\$ 12,952	\$ 13,082	\$ 13,213	\$ 13,345	\$ 151,700
KRESA Debt	0.3650	\$ 620	\$ 627	\$ 633	\$ 639	\$ 646	\$ 652	\$ 659	\$ 665	\$ 672	\$ 678	\$ 685	\$ 692	\$ 7,868
State Education Tax (SET)	6.0000	\$ 10,197	\$ 10,299	\$ 10,402	\$ 10,506	\$ 10,612	\$ 10,718	\$ 10,825	\$ 10,933	\$ 11,042	\$ 11,153	\$ 11,264	\$ 11,377	\$ 129,329
School Operating Tax	17.7005	\$ 30,083	\$ 30,384	\$ 30,688	\$ 30,995	\$ 31,305	\$ 31,618	\$ 31,934	\$ 32,253	\$ 32,576	\$ 32,902	\$ 33,231	\$ 33,563	\$ 381,532
Total Non-Capturable Taxes	39.1384	\$ 66,519	\$ 67,184	\$ 67,856	\$ 68,534	\$ 69,220	\$ 69,912	\$ 70,611	\$ 71,317	\$ 72,030	\$ 72,751	\$ 73,478	\$ 74,213	\$ 843,624
Total Taxes	61.7298	\$ 104,914	\$ 105,964	\$ 107,023	\$ 108,094	\$ 109,174	\$ 110,266	\$ 111,369	\$ 112,483	\$ 113,607	\$ 114,743	\$ 115,891	\$ 117,050	\$ 1,330,578
Total Tax Increment Revenue (TIR) Available for Capture		\$ 38,396	\$ 38,780	\$ 39,168	\$ 39,559	\$ 39,955	\$ 40,354	\$ 40,758	\$ 41,165	\$ 41,577	\$ 41,993	\$ 42,413	\$ 42,837	\$ 486,955

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

APPENDIX 8

CITY OF PORTAGE
ORDINANCE NO. 98-14

AN ORDINANCE ENTITLED "AN ORDER TO ESTABLISH A DOWNTOWN DEVELOPMENT AUTHORITY IN THE CITY OF PORTAGE PURSUANT TO ACT 197 OF MICHIGAN, 1975, TO DETERMINE THE NECESSITY THEREOF; TO PROVIDE FOR THE CREATION OF THE AUTHORITY; TO DEFINE THE BOUNDARIES OF THE DOWNTOWN DEVELOPMENT DISTRICT; TO PROVIDE FOR THE ESTABLISHMENT OF THE BOARD OF DIRECTORS FOR THE AUTHORITY; TO PROVIDE FOR THE POWERS OF THE AUTHORITY; TO PROVIDE DEFINITIONS; TO PROVIDE FOR THE FISCAL YEAR OF THE AUTHORITY; TO PROVIDE FOR THE SEVERABILITY OF THE ORDINANCE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR THE NOTICE AND EFFECTIVE DATE THEREOF"; TO PRESCRIBE ITS POWER AND DUTIES; TO CORRECT AND PREVENT DETERIORATION IN THE CENTRAL BUSINESS DISTRICT; TO AUTHORIZE THE ACQUISITION AND DISPOSAL OF REAL AND PERSONAL PROPERTY; TO AUTHORIZE THE CREATION AND IMPLEMENTATION OF DEVELOPMENT PLAN IN THE DISTRICT; TO PROMOTE THE ECONOMIC GROWTH IN THE DISTRICT; TO PROVIDE FOR A BOARD; TO PRESCRIBE ITS POLICIES AND DUTIES; TO AUTHORIZE, TO LEVY AND COLLECTION OF TAXES; TO AUTHORIZE THE ISSUANCE OF BONDS AND OTHER EVIDENCES OF INDEBTEDNESS; AND TO AUTHORIZE THE USE OF TAX INCREMENT FINANCING; TO PROVIDE FOR THE PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Portage (the "City") has established a downtown development authority known as the Downtown Development Authority of the City of Portage (the "Authority") and has designated a downtown district (the "District") pursuant to Act No. 197 of the Public Acts of 1975, as amended, ("Act 197"); and

WHEREAS, pursuant to Act 197, a public hearing was held on April 21, 1998 which is a date prior to the adoption of the Ordinance.

THE CITY OF PORTAGE ORDAINS:

ARTICLE I
INCORPORATION, BOUNDARIES, AND
DETERMINATION OF NEED

Section 1. This Ordinance shall serve as the permanent Articles of Incorporation of the Downtown Development Authority of the City of Portage.

Section 2. Pursuant to Public Act No. 197 of the Michigan Public Acts of 1975, as amended, (the "Act"), there is hereby established the Downtown Development Authority of the City of Portage.

Section 3. The boundaries of the Downtown District shall be as set forth in Appendix A.

Section 4. The following words shall have the meaning set forth, unless the context clearly indicates otherwise:

(a) "Authority" means the Downtown Development Authority of the City of Portage created by this Ordinance.

(b) "Board" or "Board of Directors" means the Board of Directors of the Authority, the governing body of the Authority.

(c) "Business District" means an area in the downtown of the City of Portage zoned and used principally for business.

(d) "The Chief Executive Officer" means the City Manager of the City.

(e) "Development Area" means that area to which a Development Plan is applicable.

(f) "Development Plan" means that information and those requirements for development as required by Act 197.

(g) "Development Program" means the implementation of the Development Plan.

(h) "Downtown District" means the area in the Business District described in Appendix A.

(i) "Governing Body" means the City Council of the City of Portage.

(j) "Operations" means office maintenance, including salaries and expenses of employees, office supplies, consultation fees, design costs, and other expenses incurred in the daily management of the Authority and its activities.

(k) "Public Facility" means a street, plaza, pedestrian mall, and any improvements thereto including street furniture and beautification, parks, parking facilities, recreational facilities, right-of-way, structure, waterway, bridge, lake, pond, canal, utility line or pipe, building and access routes to any of the foregoing, designed and dedicated to use by the public generally, or used by public agency.

(l) "City" means the City of Portage, Kalamazoo County, Michigan.

(m) "City Council" means the City Council of the City of Portage.

Section 5. The City Council hereby determines that it is necessary for the best interests of the City to halt property value deterioration and increase property tax valuation where possible in the business district of the City, to eliminate the causes of that deterioration and to promote economic growth by establishing a Downtown Development Authority pursuant to Act 197.

Section 6. Creation of Authority. There is hereby created pursuant to Act 197 a Downtown Development Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under the title of "Downtown Development Authority of the City of Portage." The Authority may adopt a seal, may sue and be sued in any court of this state and shall possess all of the powers necessary to carry out the purpose of its incorporation as provided by this Ordinance and Act 197.

ARTICLE II THE BOARD

Section 1. Board of Directors. The Authority shall be under the supervision and control of the Board of Directors consisting of the chief executive of the City and not less than eight (8) or more than twelve (12) members as determined by the City Council. The members shall be appointed by the chief executive officer of the City, subject to the approval by the City Council. Not less than a majority of the members shall be persons having an interest in property located in the Downtown District. Not less than one of the members shall be a resident of the Downtown District, if the Downtown District has 100 or more persons residing with it. Of the members first appointed, an equal number, as near as is practical, shall be appointed for one year, two years, three years and four years. Members shall hold office until the members' successor is appointed. Thereafter, each member shall serve for a term of four years. An appointment to fill a vacancy shall be made by the chief executive officer of the City for the unexpired term only. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

Section 2. The President of the Board of Directors shall be elected by the Board of Directors.

Section 3. Before assuming the duties of office, a member shall qualify by taking and subscribing to the Constitutional Oath of Office.

Section 4. The Officers of the Authority shall be as follows:

- a. A President
- b. A Vice President
- c. A Secretary
- d. A Treasurer

Section 5. The Board of Directors by resolution adopted by a majority of its members at a regular or special meeting shall elect the officers to terms of office set forth in the Resolution. The Board may elect one or more assistant secretaries and assistant treasurers of the Authority. Officers and members of the Board shall acknowledge their acceptance of the position by filing an acknowledgment thereof with the secretary of the Authority.

Section 6. The offices of Secretary and Treasurer may be vested in one person, if approved by the Board, in which event such person shall be the "Secretary-Treasurer."

ARTICLE III MEETINGS

Section 1. The Board shall perform and conduct all business public meetings held in compliance with Act 267 of the Public Acts of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws Annotated, which is also known as the Open Meeting Act.

Section 2. The Board shall adopt any rules necessary governing its procedure and the holding of regular meetings subject to the approval of the governing body.

Section 3. Special Meetings may be held when called in the manner provided for in the Rules of the Board, as long as said meetings comply with the Open Meetings Act.

ARTICLE IV FREEDOM OF INFORMATION ACT, EXPENSES AND FINANCIAL RECORDS

Section 1. All writings, items of records prepared, owned or used, in the possession of or retained by the Board in the performance of their official function shall be made available to the public in compliance with the Freedom of Information Act, Act 442 of the Public Acts of 1976, being Sections 15.231, 15.246 of Michigan Compiled Laws Annotated.

Section 2. All expense items of the authority shall be publicized monthly and the financial records will always be open to the public.

ARTICLE V POWERS OF THE AUTHORITY

Section 1. The Authority shall have all the powers expressed granted or reasonably implied by Act 197 as presently in effect or as hereafter amended.

ARTICLE VI

No enumeration of the powers granted to the Authority in this Ordinance shall be interpreted as a limitation of the powers granted to the Authority, it being the intention of this Ordinance to grant to the Authority all powers granted to a downtown development authority by Act 197.

ARTICLE VII BOUNDARY AREA OF THE DOWNTOWN DISTRICT

The boundary of the Downtown District shall be as set forth in Appendix A.

ARTICLE VIII BUDGET - FISCAL YEAR

Section 1. The fiscal year of the Authority shall begin on July 1 of each year and end on June 30 of the succeeding year, or such other fiscal year as may hereafter be adopted by the City.

Section 2. The Board of Directors shall annually prepare a budget and shall submit it to the City Council on the same date that the proposed budget for the City is required by law to be submitted to the City Council. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Council. The Board may, however, temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds where required to do so by the Ordinance authorizing the revenue bonds.

Section 3. The Authority shall submit financial reports to the City Council at the same time and on the same basis as departments of the City are required to submit reports. The Authority shall be audited annually by the same independent auditors auditing the City and copies of the Audit report shall be filed with the City Council.

ARTICLE IX SECTION HEADINGS SEVERABILITY - REPAIR

Section headings are provided for convenience only and are not intended to be part of this Ordinance. If any portion of this Ordinance shall be held to be unlawful, the remaining portions shall remain in full force and effect. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

ARTICLE X
DISSOLUTION OF AUTHORITY UPON COMPLETION
OF PURPOSES; TITLE OF PROPERTY

Section 1. The Authority shall be dissolved by Ordinance of the City Council after it has completed the purposes for which it was organized.

Section 2. The property and assets of Authority remain and after the satisfaction of the Authority shall belong to the City.

ARTICLE XI
PUBLICATION; EFFECTIVE DATE

Section 1. This Ordinance shall be published once after its adoption in full in the Kalamazoo Gazette, a newspaper of general circulation in the City and the City Clerk shall file a certified copy of the Ordinance with the Michigan Secretary of State promptly after its adoption.

Section 2. This Ordinance shall take effect immediately on the date of publication.

INTRODUCED: June 16, 1998

ADOPTED: July 7, 1998

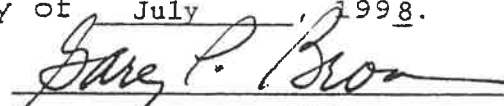
EFFECTIVE: Upon Publication

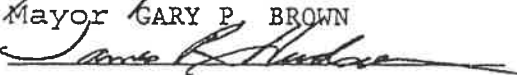
PUBLISHED: July 11, 1998

ORDINANCE NO. 98-14

CERTIFICATION

The foregoing ordinance is hereby certified to be the authentic record of the ordinance which was duly adopted by the City Council of the City of Portage on the 7th day of July, 1998 and published on the 11th day of July, 1998.


Mayor GARY P. BROWN

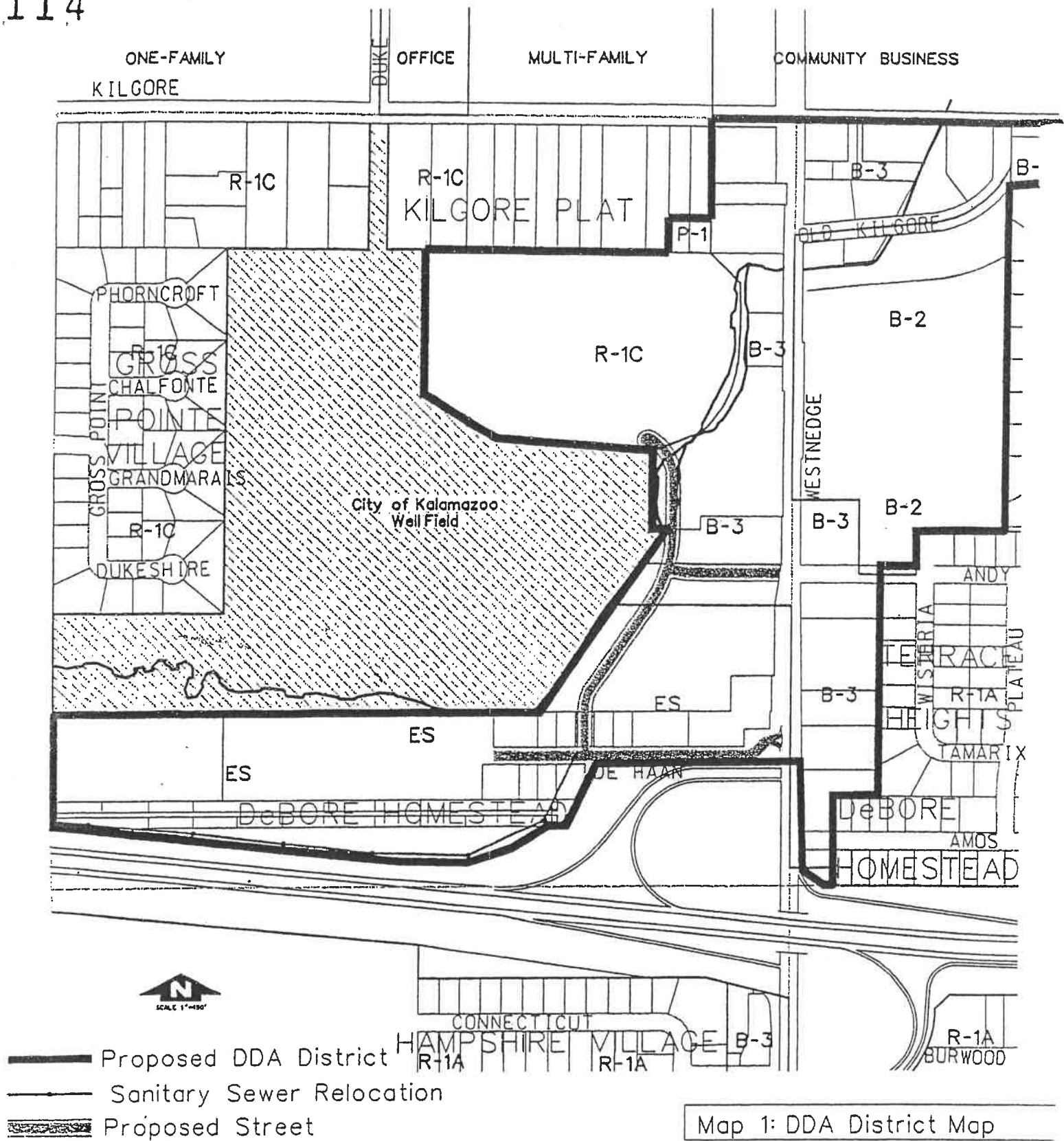

Clerk JAMES R. HUDSON

Subscribed and sworn to before me this 7th day of July 1998.


A. Joyce Kuzmitowicz, NOTARY
Kalamazoo County, Michigan
My Commission Expires: 4-17-2000

A parcel of land located in the northwest quarter of section three and the northeast quarter of section four, township three south, range eleven west, more particularly described as follows:

Commencing at the west quarter post of said section three; thence east along the east-west quarter line of said section three 131.69 feet to a point 34.31 feet west of the southeast corner of lot 19 of the Assessor's Plat of DeBoer Homestead Acres and the place of beginning; thence northwesterly 100.00 feet to the northwest corner of said lot 19; thence northerly 66.00 feet along the west line of lot 18 of said Assessor's Plat to the northwest corner of said lot 18; thence northerly 66.00 feet along the west line extended of said lot 18 to the southwest corner of lot 17 of said Assessor's Plat; thence continuing northerly 264.00 feet more or less along the west line of lots 14, 15, 16, and 17 of said Assessor's Plat to the northwest corner of said lot 14; thence westerly 80.00 feet more or less to the intersection of the south right-of-way line of DeHaan Drive with the west right-of-way line of South Westnedge Avenue; thence westerly 590.00 feet more or less along the south right-of-way line of DeHaan Drive to the intersection of the south right-of-way line of DeHaan Drive with the east right-of-way line of Clara Drive; thence southwesterly 280.00 feet more or less along the east right-of-way line of Clara Drive; thence westerly 50.00 feet more or less to the southeast corner of lot 108 of said Assessor's Plat; thence westerly 63.40 feet more or less along the south line of said lot 108; thence south 58 degrees 3 minutes 8 seconds west, 119.84 feet; thence south 72 degrees 5 minutes 59 seconds west, 163.48 feet; thence north 89 degrees 2 minutes 44 seconds west, 250.80 feet; thence north 84 degrees 28 minutes 18 seconds west, 1,241.33 feet more or less to the south line of said Assessor's Plat; thence westerly 21.00 feet more or less along the south line of said Assessor's Plat to the southwest corner of lot 98 of said Assessor's Plat; thence north 0 degrees 20 minutes 0 seconds west, 419.30 feet along the north-south quarter line of said section four; thence easterly 1,763.82 feet to the northwest corner of lot 68 of said Assessor's Plat; thence northeasterly 481.00 feet more or less along the center line of the west branch of Portage Creek; thence northeasterly 188.00 feet more or less along said creek; thence northerly along said creek to a point on the east-west eighth line of said section four 458.64 feet west of the east line of said section four; thence westerly 50.00 feet along said east-west eighth line; thence northerly 289.06 feet parallel with the east line of said section four; thence north 85 degrees 16 minutes 20 seconds west, 549.72 feet; thence north 58 degrees 41 minutes 0 seconds west, 317.39 feet to the west line of the east half of the northeast quarter of said section four; thence north 0 degrees 0 minutes 3 seconds west, 527.79 feet along the west line of the east half of the northeast quarter of said section four to a point 480.37 feet south of the north line of said section four, said point also being in the south line of lot 17 of Kilgore Plat; thence east along the south line of Kilgore Plat 869.44 feet to the southwest corner of lot 5 of said plat; thence north along the west line of lot 5, 125.00 feet; thence east 154.00 feet to the east line of lot 4 of said plat; thence north 322.37 feet to the north line of section four; thence easterly 304.00 feet to the northeast corner of said section four, this point also being the northwest corner of said section three; thence continuing easterly 951.78 feet along the north line of the northwest quarter of said section three to the west line extended of lot 121 of Ridgebrook No. 1; thence southerly 50.00 feet along the west line extended of said lot 121 to the northwest corner of said lot 121; thence continuing southerly 157.09 feet along the west line of said lot 121 to the southwest corner of said lot 121; thence southwesterly 173.82 feet along the north line of lot 122 of Ridgebrook No. 1 to the northwest corner of said lot 122 and the easterly right-of-way line of Old Kilgore Road; thence southerly 1,255.74 feet along the westerly line and the westerly line extended of Ridgebrook No. 1 to a point in the north line of lot 64 of Terrace Heights; thence westerly 183.95 feet along the north line of lots 64, 65 and 66 of Terrace Heights to the northwest corner of said lot 66; thence southerly 132.00 feet along the west line of said lot 66 to the southwest corner of said lot 66 and the north right-of-way line of Andy Avenue; thence westerly 264.00 feet along the north right-of-way line of Andy Avenue to the west line of Terrace Heights; thence southerly 858.00 feet along the west line of Terrace Heights to the southwest corner of lot 9 of Terrace Heights and a point in the north line of lot 53 of said Assessor's Plat; thence westerly 165.00 feet along the north line of lots 53, 54 and 55 of said Assessor's Plat to the northwest corner of said lot 55; thence southerly 198.00 feet along the west line and the west line extended of said lot 55 to the northwest corner of lot 20 of said Assessor's Plat; thence continuing southerly 132.00 feet along the west line of said lot 20 to the southwest corner of said lot 20 and the southeast corner of said lot 19; thence westerly 34.31 feet along the east-west quarter line of said section three and along the south line of said lot 19 to the place of beginning.



(Map Shows Existing Zoning Districts)

APPENDIX 9

PHASE IV

DEVELOPMENT AGREEMENT

THIS PHASE IV DEVELOPMENT AGREEMENT, is made and entered into effective as of the ____ day of _____, 2020, by and among the CITY OF PORTAGE, (the “City” or “Seller”), a Michigan Municipal Corporation, and 950 Trade Centre, LLC, 750 Trade Centre, LLC and 850 TRADE CENTRE, LLC, all of which are Michigan limited liability companies (“Developer”).

RECITALS

A. On August 18, 2003, Developer’s affiliate and predecessor in interest H & G, LLC, Trade Centre H, LLC and Trade Centre G, LLC, purchased a parcel of land consisting of approximately 32 acres which is described in attached Appendix A as the “Development Parcel.” Developer, by and through its affiliates, has constructed 3 office buildings on a portion of the Development Parcel commonly known as the 650, 750 and 950 Trade Centre parcels respectively. The original Development Agreement was entered into on September 24, 2003 and has been subsequently amended twice. A Phase III Development Agreement between the City and Trade Centre Holdings, LLC and H & G 2, LLC, was entered into on or about June 7, 2011 and approved by the City on July 11, 2011. The 950 Trade Centre Way parcel, the 850 Trade Centre Way parcel and the 750 Trade Centre Way parcel are all labeled on the attached Appendix C.

B. The City owns property located within the Development Parcel having a common address of 850 Trade Centre Way, Portage, MI 49002. The City desires under this Development Agreement, to convey an approximately 0.8 acre portion of the 850 Trade Centre parcel and a portion of the Trade Centre Way cul-de-sac to Developer (the “850 Trade Centre Site”). The 850 Trade Centre Site to be conveyed to Developer by the City is shown and described on Appendix B.

C. In exchange for the transfer of the 850 Trade Centre Site to Developer, Developer shall transfer at closing, a portion of the 950 Trade

Centre parcel to the City which property shall be maintained by the City as a storm water detention pond and related storm water apparatus and shall serve properties within the Development Parcel including the 850, 950 and 750 Trade Centre Way parcels. The “950 Trade Centre Storm Water Site” to be conveyed to the City from Developer is shown and described on Appendix B.

D. Following the exchange of properties between Developer and the City, the Developer has plans to construct a four-story hotel building, parking areas and related improvements for a Hotel Project (defined below) to be located on (i) the 850 Trade Centre Site and (ii) portions of the 750 Trade Centre and 950 Trade Centre parcels. The City acknowledges that lot line adjustments will be required in order to ensure that the buildings and appropriate parking fall within each parcel. This notwithstanding, it is the intention of the Developer that the 950, 850 and 750 Trade Centre Way parcels will be benefitted by access agreements for cross access and parking.

E. To facilitate and assist Developer’s development of the 850 Trade Centre Site and the Hotel Project (defined below), the City shall reimburse Developer for the costs it incurs for the Storm Water Drainage Relocation Project (defined below), the cost of which is being initially paid for by Developer and then reimbursed by the City to Developer through a one-time payment from the City water department to Developer and the use of Tax Increment Revenues (defined below) as further detailed in Article 3 of this Development Agreement.

F. The City and Developer desire to document the terms and conditions of the exchange of their respective properties, Developer’s development of the Hotel Project, and the reimbursement of the Storm Water Drainage Relocation Costs from the City to Developer all in the manner set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement of the City to assist in this development and the mutual covenants and agreements of the Parties contained herein, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

ARTICLE 1 **DEFINITIONS AND COVENANTS**

In addition to certain terms defined in other sections of this Agreement, the City and the Developer agree that the following definitions and covenants shall apply to this Development Agreement:

1.1 "City Ordinances" means all ordinances, enactments, rules, regulations and policies of the City, including, but not limited to, zoning and land use ordinances and requirements (specifically including the zoning ordinance for the Developmental Parcel); building codes, ordinances, uses and requirements; safety and health ordinances and requirements; site plan and building plan review and approval guidelines, procedures, requirements and conditions; ordinances, rules and regulations governing utilities, roads, curb cuts, site improvements, sidewalks, lighting and similar improvements; ordinances and rules assessing tap-in fees, connection charges, use fees, and any other fees, charges and expenses; and police, safety and traffic rules and regulations.

1.2 "Cross-Access and Parking Declaration" means a recordable document to be drafted by Developer's counsel whereby Developer shall grant unto itself and its invitees, tenants and guests, certain cross-parking and cross-access rights upon the 750, 850 and 950 Trade Centre Way parcels respectively.

1.3 "Property Exchange" means the City and Developer agreement in Article 2 of this Phase IV Development Agreement to exchange the land depicted and described in Appendix B. The "Exchange Property" collectively means the 950 Trade Centre Storm Water Site to be conveyed to the City and the 850 Trade Centre Site to be conveyed from Developer to the City. Developer and City agree that the Exchange Property are generally similar in shape, size and location and therefore no additional consideration is being considered.

1.4 "850 Trade Centre Hotel Site" means all of the 850 Trade Centre Site, as well as portions of the 750 and 950 Trade Centre Way properties. The proposed 850 Trade Centre Hotel Site is sketched and depicted on the last drawing shown on Appendix C attached hereto. The City shall review and consider the 950 Trade Centre parcel and 750 Trade Centre parcel lot line adjustments necessary to develop the 850 Trade Centre Hotel Site consistent with Appendix C.

1.5 "Hotel Project" or "Project" means the development of a 92-97 room Springhill Suites by Marriott.

1.6 "Downtown Development Authority" or "DDA" means the City of Portage Downtown Development Authority, a public body corporate that was created by the City to assist the City in preventing deterioration of its business district; to create and implement development plans in order to

promote economic growth of the downtown district, and take other actions necessary to create and implement such development plans.

[removed old 1.7 section and then renumbered hereafter]

1.7 "Phase IV Development Agreement" means this Development Agreement by and among the City and Developer.

1.8 "Effective Date" means the date written above.

1.9 "Storm Water Relocation Project" means Developer's commitment to perform certain work related to relocating the existing storm water detention pond and other storm water and utility infrastructure from the 850 Trade Centre Site onto the 950 Trade Centre Storm Water Site. An engineering drawing attached hereto as Appendix D (attach Appendix D) generally depicts the work to be performed related to the Storm Water Relocation Project. The Storm Water Drainage Relocation Project shall be designed by Developer's civil engineer and carried out by Developer's contractor, the cost of which shall be initially paid for by Developer and then reimbursed by the City to Developer through the use of Tax Incremental Revenues (defined below), as further detailed in Article 3 of this Development Agreement.

1.10 "Storm Water Drainage Easement" means an easement agreement to be executed and recorded upon closing of this Development Agreement wherein the City and Developer agree to grant each other easement rights whereby Developer grants City an easement for the new "Trade Centre Storm Water System" on, over, under and across various portions of the 850 and 950 Trade Centre parcels for its access to and maintenance of such System and the City grants for the benefit of the 750 Trade Centre, 850 Trade Centre and 950 Trade Centre parcels, and their successors and assigns, use of and permanent use of the Trade Centre Storm Water System in perpetuity. The Storm Water Drainage Easement shall include language requiring the City to continuously maintain the 950 Storm Water System and all related storm water infrastructure in a good, safe, and operable manner. This easement is conditioned on the 850 Trade Centre Hotel Site being in continued existence and that the storm water system is being used consistent with its intended purpose and design. At closing, the Developer will grant to the City and Public a reciprocal easement for a vehicular turnaround and a City snow-plow turnaround as shown and described in Appendix E (Insert Reference to Diagram on an Appendix).

1.11 "Storm Water Drainage Relocation Costs" means all costs associated with the Storm Water Relocation Project as further described herein and per the plans attached as Appendix D.

1.12 “Storm Water Drainage Relocation Cost Estimate” means not to exceed six hundred thousand dollars and 00/100 (\$600,000.00).

1.13 “Laws” means all laws, statutes, orders, ordinances, codes, rules, regulations or standards of any federal or state or similar governmental agency or authority having jurisdiction thereof, including, without limitation, building and use codes and requirements, Americans with Disabilities Act, handicap and similar legislation, safety and health laws and requirements, and environmental laws.

1.14 “Party” or “Parties” means either the City or Developer, individually, or the City and the Developer collectively which are the Parties to the Development Agreement.

1.15 “Person” means an individual, corporation, partnership (either general or limited), trust, limited liability company, limited liability partnership, entity or other form of organization, or one or more of them, as the context may require.

1.16 “Tax Increment Revenue” or “TIR” means the amount of ad valorem property taxes and specific local taxes attributable to the Hotel Project and the new 850 Trade Centre Hotel Site through the application of the levy of applicable taxing jurisdictions upon the captured assessed value of real and personal property in the City of Portage Tax Increment Financing Authority District, as applicable, the DDA Tax Increment Financing Authority related to the project by virtue of the inclusion of a portion of the 750 Trade Centre Parcel. (Balance of Sentence was removed)

ARTICLE 2

LAND EXCHANGE

2.1. Recitals: The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.

2.2. Land Exchange: Subject to the terms and conditions of this Agreement, on the date of closing the parties shall consummate the Property Exchange whereby the City shall transfer the 850 Trade Centre Site to Developer and Developer shall transfer the 950 Trade Centre Storm Water Site to the City. Both parcels to be transferred are shown and described on Appendix B.

2.4. Title Insurance: Title commitments and title policies for the Property Exchange shall be issued by Sun Title Agency, LLC (the Title Company”) in the latest form approved by the American Land Title Association. Each Party shall provide any surveys, affidavits and

certificates required by the Title Company if either Party elects to have the title policy without exceptions or with additional endorsements.

2.5. Survey: The Exchange Property may be surveyed by Developer's civil engineer and surveyor, Hurley & Stewart, and if surveyed, paid for by Developer.

2.6. City Representations and Warranties as to the 850 Trade Centre Site: City, to the best of its knowledge, represents and warrants to Developer, as of the date of this Agreement and until the closing date, as follows:

A. There are no pending or threatened condemnation proceedings against any part of the 850 Trade Center Site;

B. There are no claims, litigation, proceedings, inquiries, investigations, or disputes pending or threatened regarding the 850 Trade Centre Site;

C. The 850 Trade Centre Site is free and clear of all violations of applicable Laws";

D. The persons signing this Agreement on behalf of the City have full power and authority to enter into this Agreement, and to perform, or through performance by City employees who assist Seller, all of Seller's obligations under this Agreement;

E. There are no contracts, written or oral, which affect the 850 Trade Centre Site in any manner other than this Agreement; and

F. There is no pending or proposed special assessment affecting or which may affect any part of the 850 Trade Centre Site.

G. Neither the execution nor delivery by the City of this Development Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing Laws, order or decree of any court or governmental entity, charter or governing documents, or any agreement to which the City is a party or by which the City is bound.

H. The City agrees to perform all of the duties as specified for the City set forth in this Agreement.

Without waiving any rights under governmental immunity, the City shall hold Developer harmless from and against any loss, including, without

limitation, actual attorney fees, incurred by reason of City's breach of any of the above representations and warranties.

2.7. Developer Representations and Warranties to City as to the 950 Trade Centre Storm Water Site: Developer, to the best of its knowledge, represents and warrants to Developer, as of the date of this Agreement and until the closing date, as follows:

A. There are no pending or threatened condemnation proceedings against any part of the 950 Trade Centre Storm Water Site;

B. There are no claims, litigation, proceedings, inquiries, investigations, or disputes pending or threatened regarding the 950 Trade Centre Storm Water Site;

C. The 950 Trade Centre Storm Water Site is free and clear of all violations of applicable Laws;

D. The persons signing this Agreement on behalf of the Developer shall have full power and authority to enter into this Agreement;

E. Neither the execution nor delivery of this Development Agreement, or the consummation of the transactions contemplated herein by the Developer is in violation of any provision of any existing Laws, order or decree of any court or governmental entity, the Developer's Organizational Documents, or any agreement to which the Developer is a party, or by which it is bound.

F. No representation or warranty by the Developer, or any written statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

G. The Developer has no notice of and there is no pending or, to the best of the Developer's knowledge, threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the Developer or its principals from carrying out the covenants and promises made herein.

H. To the best of Developer's knowledge, the Developer is financially able to complete the Hotel Project. The Developer certifies that any and all financial information provided to the City is true and accurate

in all material respects and does not omit any information which would cause such to be misleading or untrue in any material respect.

Without waiving any rights under governmental immunity, Developer shall hold City harmless from and against any loss, including, without limitation, actual attorney fees, incurred by reason of Developer's breach of any of the above representations and warranties.

2.8. Contingencies: The consummation of the Property Exchange shall be contingent upon the following:

A. The results of all inspections by the Developer on the 850 Trade Centre Site Developer are satisfactory to Developer and properly performed (e.g., environmental inspections, soil tests, etc.).

B. All representations and warranties of the City and the Developer set forth in this Agreement remain true as of the closing date.

C. The DDA has committed by this agreement in writing to reimbursing Developer from TIR for the balance of the Developer's Storm Water Drainage Relocation Costs including interest at the average interest costs (total TIR shall not exceed \$450,000) the City would pay if it had issued municipal bonds in the summer of 2020 for the Storm Water Relocation project after receipt of the one-time payment from the City water fund.

D. Intentionally deleted.

E. Developer shall have obtained all necessary governmental and quasi-governmental and non-governmental approvals needed to develop the Hotel Project and permit the use of the Exchange Property for the development of the Hotel Project, including, for example and not limitation, a special use permit, site plan approvals, zoning variances and/or rezoning, building permits, and any and all other permits, consents and final approvals and authorizations necessary to develop, construct and utilize the Exchange Property for the Project.

F. Developer and City have agreed upon and will execute at closing the new Storm Water Drainage Easement granting Developer ongoing use of the new Trade Centre Storm Water System.

G. There shall have been in the period between the date of execution of this Agreement and the date of closing: (a) no material adverse change in the condition of the Exchange Property, Developer's incentives or financing sources for the Project, or Developer's construction costs or

budgets for the Project that would materially impair the economic viability of the Project. (b) No materially adverse change in the City's bond rating, general fund and special revenue fund budgets and real and personal property values in the City have not been materially and adversely affected between the date of exertion of the Development Agreement and Closing.

If Developer reasonably determines that one or more of the foregoing contingencies have not been met at any time prior to closing (the "Contingency Period"), and Developer is not willing to waive such contingency - then its sole remedy is to terminate this Agreement by prompt written notice to Seller. Upon such termination, neither Seller nor Developer shall have any further liability to the other under this Agreement.

2.9. Closing: The closing of the sale shall take place on or before July 1, 2020 or ten (10) business days following written notice from Developer that all of the contingencies have been satisfied or waived by Developer and the City. Closing shall take place at the office of Sun Title Agency, LLC at 925 S. Burdick Street, Kalamazoo, MI 49001, unless the parties agree upon another more convenient location. However, Developer or the City shall have the right to extend the closing date for an additional 30 days to complete necessary due diligence, or to satisfy any contingency.

The Title Company shall prepare warranty deeds for the Exchange Property reasonably satisfactory to City and Developer. Each party shall pay the routine closing costs normally charged, respectively, except each party will equally share the fee charged by the title company for conducting the closing.

2.10. Possession: Developer shall be entitled to sole and exclusive possession of the 850 Trade Centre Site upon closing and receipt of the warranty deed to the Exchange Property. The City shall be entitled to use of and access to the 950 Trade Centre Storm Water Site, as soon as the Storm Water Relocation Project is completed by Developer in accordance with the terms and with the conditions of the new Storm Water Drainage Easement.

2.11. Taxes: The 850 Trade Centre Site is currently exempt from property tax. Each party shall be responsible for and pay all past due real estate taxes and assessments at or prior to closing with regard to the property it is conveying. Taxes for the year of closing shall be prorated as of the date of closing based upon the amount of such year's taxes if the amount of such taxes is known at the time of closing. To the extent the amount of such year's taxes are not known, the parties will use the most recently available information and shall prorate taxes as of closing in accordance with the calendar year method.

2.12. Environmental: During the Contingency Period, Developer and the City may, at its option and own expense, conduct an environmental due diligence that may result in a Baseline Environmental Assessment ("BEA") within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994 as amended (Part 201).

2.13 Additional Acts. Developer and the City agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

2.14. Fire, Or Other Casualty: If any condemnation proceedings are initiated or threatened against the Exchange Property or if the Exchange Property is damaged as a result of fire or other casualty prior to the closing, either City or Developer shall have the right:

A. To terminate this Agreement by a written notice to the other Party within 10 days after receipt of notice of such proceedings or damage, in which case neither the City nor Developer shall have any further liability to the other under this Agreement; or

B. To proceed to closing as provided in this Agreement, agreeing to take the Exchange Property in its then-current condition.

ARTICLE 3

DEVELOPER AND CITY ENTITY COMMITMENTS; TIR REIMBURSEMENT

3.1 Developer Commitments:

A. Upon closing on the Property Exchange, and the fulfillment of all of the commitments from the City and its DDA, the Developer shall construct the Hotel Project in a good and workmanlike manner employing a quality contractor, construction manager or design/builder ("General Contractor") possessing the requisite experience and competency to construct such Improvements.

B. As part of the Hotel Project, the Developer agrees to undertake the Storm Water Relocation Project relocating the 850 Trade Centre storm water drainage and retention system to the 950 Trade Centre parcel as a replacement for the existing system located on the 850 Trade Centre parcel.

D. The Developer shall use its best efforts to conduct construction activities of Hotel Project and Storm Water Relocation Project

with minimal disruption to residents and owners of property neighboring the Project.

E. The Developer hereby indemnifies, defends and holds the City, and DDA, and their boards, commissions, authorities, council, council members, elected and appointed officials, employees and volunteers, attorneys, consultants and advisors, agents and representatives ("Indemnified Parties") harmless from and against any and all claims, causes of action, in law or in equity, suits, arbitrations, administrative or governmental proceedings, demands, rights, contracts, agreements, promises, liens, encumbrances, liabilities, personal injuries and deaths, damages, losses, costs or expenses of any nature whatsoever (collectively "Indemnified Claims") which may be imposed upon, incurred by or asserted against the Indemnified Parties arising out of the construction, ownership, maintenance and operation of the Hotel Project or the Storm Water Drainage Project related to the Developer's use of such Trade Centre Storm Water System, including any environmental problems relating to the Developers use of the same system unless the lined pond portion of said system is fenced in (as an alternative to the fence the Developer may indemnify the City against such claims) or any failure of the Developer to comply with the provisions of this Phase IV Development Agreement. Notwithstanding the foregoing, this Indemnity shall not apply to Indemnified Claims resulting from the ultra vires acts of City, or DDA or officials and employees based on willful and intentional conduct, which is arbitrary and capricious and constitutes bad faith.

F. The Developer acknowledges and agrees that all of the obligations of the Developer under this Phase IV Development Agreement shall be covenants running with the land and binding upon the Developer, its successors and assigns for the benefit of the City and their respective successors and assigns.

G. The Developer shall permit the City to cite or to use any renderings or photographs of the Project as an example of private/public partnership.

H. Execute the Storm Water Detention Easement Agreement.

I. The Developer shall execute and record the Cross-Access and Parking Declaration.

J. The Developer shall execute and record the Storm Water Drainage Easement.

3.2. City Commitments: The City's commitments to Developer are further described as follows:

A. The City agrees to reimburse Developer all of the Storm Water Relocation Costs (up to \$600,000) incurred by Developer through (i) direct reimbursement of \$150,000.00 payment from the City Water Fund and (ii) capture up to \$450,000 by its DDA through the use of TIR.

B. Cooperate and utilize its best efforts to assist Developer in obtaining any governmental approvals necessary for the Project, including but not limited to, the reimbursement of the Storm Water Detention Relocation Costs, determining the assessed/taxable value of the 850 Trade Centre Hotel Site, lot line adjustments necessary for the 850 Trade Centre Site and the 750 and 950 Trade Centre parcels shown in Appendix C.

C. The City represents and warrants that it has the full authority to enter into and perform this Phase IV Development Agreement in accordance with its terms, without breaching or defaulting on any obligation or commitment that it has to any third parties.

D. The City covenants and agrees that on or prior to the closing date it shall execute any and all documents necessary to amend or terminate any and all agreements to which the City is a party regarding the 850 Trade Centre Site so as to eliminate and extinguish any right, title interest, obligations or responsibilities of the City or its related entities regarding the Property.

E. Execute the Storm Water Detention Easement Agreement.

3.3. TIR Reimbursement Period. The DDA shall capture and reimburse Developer that amount of TIR generated from local real and personal property taxes allowed by law on the Property, beginning on December 31 in the year Developer has completed the Hotel Project and continuing until full reimbursement of the Developer's Storm Water Drainage Relocation Costs.

ARTICLE 4

EVENTS OF DEFAULT AND REMEDIES

4.1 Default by Developer. Each of the following shall constitute an Event of Default of the Developer under this Development Agreement:

4.1.1 Failure to Comply. The Developer's failure to perform any of its obligations under this Phase IV Development Agreement, which remain uncured for a period of thirty (30) days following written notice by the City, unless the default cannot be cured through the exercise of good faith and due diligence

(including the expenditure of necessary funds), in which event the Developer shall be entitled to an additional period of time to cure as reasonably determined by the City, but in no event beyond ninety (90) days, provided and so long as the Developer has diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence, and the Developer continues to prosecute the cure with due diligence and in good faith.

4.1.2 Failure to Pay Taxes or Special Assessments. The Developer fails to pay all real estate taxes and special assessments, involving the 850 Trade Centre Hotel Site.

4.1.3 Assignment or Transfer Violation. In the event the Developer makes any assignment or transfer in violation of Article 5.

4.1.4 Closure, Bankruptcy or Reorganization. The Developer ceases doing business, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization, files an answer admitting the allegations in any creditor-filed petition for bankruptcy or reorganization, applies for or permits the appointment of a receiver, fails to have any bankruptcy, reorganization or liquidation proceedings instituted against it dismissed within sixty (60) days of filing, is unable to meet its obligations as they become due or otherwise seeks the relief of any federal or state bankruptcy or insolvency laws.

4.2 Other Defaults. Upon an Event of Default by Developer, the City shall be entitled to the following remedies:

4.2.1. Enforce Obligations. Specifically enforce the obligations of the Developer under this Phase IV Development Agreement.

4.2.2. Suspend Rights. Suspend the Developer's rights under this Phase IV Development Agreement, without releasing the Developer of its obligations under this Development Agreement, until such Event of Default is cured.

4.2.3. Recover all Damages. Recover all damages resulting from the Developer's breach of this Phase IV Development Agreement.

4.2.4. Withhold Performance of Obligations. Withhold the performance of any obligations of the City under this Phase IV

Development Agreement, including but not limited to, providing any authorizations, approvals or consents, issuing any building permits, certificates of occupancy, licenses, or similar certificates, making any inspections or taking any other actions required of the City under this Phase IV Development Agreement, City Ordinances or Laws.

4.2.5. Other Remedies. Be entitled to all other remedies available at law or in equity.

4.3 Default Remedies of the Developer. If the City fails to timely perform any of its covenants or obligations under this Phase IV Development Agreement, it shall be deemed in default. Upon an event of default, the Developer shall deliver written notice of default to the City. The City shall have thirty (30) days from receipt of the notice of default to cure the default, unless the nature of the default is such that it cannot be cured within this thirty (30) day period. In that event, if the City fails to commence to cure the default within this thirty (30) day period or fails to then diligently proceed to cure the default, the City shall be deemed in default. If the default is not so cured, the Developer shall be entitled to the following remedies, any or all of which it may elect, at its sole option: (1) the Developer may seek specific performance of this Phase IV Development Agreement; (2) the Developer may perform the City's obligations and receive reimbursement from the City for all of its costs incurred to do so; (3) the Developer may recover all damages resulting from the City's breach of this Phase IV Development Agreement; (4) the Developer may withhold its performance of its obligations under this Phase IV Development Agreement; and (5) the Developer may pursue any and all other remedies that may be available to it by law or in equity.

4.4 Non-Liability of City and DDA Officials and Employees. No City or DDA official, officer, employee, board member, council member, elected or appointed official, attorney, consultant, advisor, agent or representative, shall be personally liable to the Developer for any default or breach by the City of any obligation under this Phase IV Development Agreement or in any manner arising out of the performance of this Phase IV Development Agreement by any Party or any project referred to herein.

ARTICLE 5

TRANSFER, ASSIGNMENT OR MORTGAGE

5.1 Transfer Restrictions. Developer shall have the right, with written notice of the City to transfer all or any portion of the 850 Trade Centre Hotel Site; provided however, the transferee of the 850 Trade Centre Hotel Site shall affirmatively assume and accept all of Developer's

obligations under this Phase IV Development Agreement, if any remain unfulfilled.

ARTICLE 6 **NOTICES**

6.1 All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Phase IV Development Agreement shall be given in writing, signed by an authorized representative of the City or Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by facsimile transmission to a Party as follows:

To City:	Joseph S. La Margo City Manager, 7900 South Westnedge Avenue Portage, MI 49024 Phone 269-227-3209 Facsimile _____
With copies to:	Christopher Forth, Director Department of Community Development 7900 South Westnedge Avenue Portage, MI 49024
To Developer:	850 Trade Centre, LLC 950 Trade Centre, LLC 750 Trade Centre, LLC c/o Roger Hinman 750 Trade Centre Way Portage, Michigan 49024 ph. (269) 342-8600 fx. (269) 342-1949 c/o Joseph L. Gesmundo 4200 West Centre Avenue Portage, Michigan 49024 ph. (269) 323-8360 fx. (269) 327-3172

6.2 All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile

or other electronic means is verified or two days after mailing by registered or certified mail. Any Party may by notice given under this Phase IV Development Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 7

MISCELLANEOUS

7.1 Duration. This Phase IV Development Agreement shall be effective upon execution by the City and Developer and shall continue in full force and effect with respect to the Hotel Project and the TIR reimbursement unless terminated by mutual consent.

7.2 Entire Agreement. This Phase IV Development Agreement (including the Recitals which are incorporated into this Agreement), the documents referenced herein and the attached appendices set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between the Developer and City concerning the Hotel Project. The parties further acknowledge and agree that this Phase IV Development Agreement is entirely independent of the Phase I, II and III Development Agreement and that a breach of one agreement shall not constitute a breach of the other agreement. The City nor any of their respective board and commission members, elected and appointed officials, employees and volunteers, attorneys, consultants, advisors, agents and representatives, and boards, commissions and authorities, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein. The Developer shall have no rights or remedies except as expressly set forth herein. The City shall have no rights or remedies except as expressly set forth herein .

7.3 Amendment. This Phase IV Development Agreement shall not be modified, altered or amended except by written agreement duly executed by the Developer, City as authorized by the City Council, (if substantial rights or obligations of the City are involved.)

7.4 Third-Party Beneficiaries. Except for the rights and obligations of Permitted Transferees, no term or provision of this Phase IV Development Agreement is intended to be, or shall be, for the benefit of any Person not a Party hereto, and no such Person shall have any right or cause of action hereunder.

[Removed old 7.5 and renumbered balance of sections]

7.5 Invalidity of Particular Provision. The invalidity of any article, section, subsection, clause or provision of this Phase IV Development Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof which shall remain valid and be enforced to the fullest extent permitted by law.

7.6 Captions. The captions in this Phase IV Development Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Phase IV Development Agreement nor in any way shall affect this Phase IV Development Agreement or the construction of any provision hereof.

7.7 Waivers. A Party may not waive any default, condition, promise, obligation or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. No failure by the City or Developer to insist upon strict performance of any covenant, agreement, term or condition of this Phase IV Development Agreement or to the exercise any right or remedy in the event of default, shall constitute a waiver of any such default in such covenant, agreement, term or condition.

7.8 Conflicts. In the event of any conflict between this Phase IV Development Agreement and any exhibit, or any other document executed pursuant to or in furtherance of this Phase IV Development Agreement, this Phase IV Development Agreement shall control, unless such other agreement is signed by the City and expressly provides to the contrary.

7.9 Cumulative Remedies. Except as set forth in Article 7, the rights and remedies of the Parties set forth in this Phase IV Development Agreement are not exclusive and are in addition to all other rights and remedies provided by law or in equity.

7.10 Time is of the Essence. Time is of the essence with respect to all time and notice deadlines set forth in this Phase IV Development Agreement.

7.11 Governing Law. This Phase IV Development Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan. The Developer agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Kalamazoo County, Michigan, for any action brought against it arising out of this Phase IV Development Agreement. The Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Phase IV Development Agreement,

in any courts other than those in the County of Kalamazoo, State of Michigan.

7.12 Successors and Assigns. The covenants, conditions and agreements in this Phase IV Development Agreement shall be binding upon and inure to the benefit of the Developer, City their respective legal representatives, successors and assigns.

7.13 Legal Fees. In the event any Party commences litigation or other action to enforce such Party's rights or the other Party's obligations under this Phase IV Development Agreement the Prevailing Party shall be entitled to recover reasonable attorneys fees, witness fees, expert fees, costs and expenses in connection therewith. Prevailing Party shall mean the Party who obtains an order of enforcement, similar remedy or a judgment or award against the other Party or in the event of a counterclaim or cross claim, a judgment which exceeds any claim, counterclaim, judgment or award of the other Party.

7.14 No Merger. None of the provisions of this Phase IV Development Agreement shall be merged by reason of the execution and delivery of the covenant deed by the City to the Developer and neither such deed nor the conveyance shall be deemed to affect, alter or impair the provisions of this Phase IV Development Agreement.

7.1 Joint Drafting. This Phase IV Development Agreement has been negotiated by the Parties and each Party has joined in and contributed to the drafting of this Phase IV Development Agreement. Accordingly, there shall be no presumption favoring or burdening any one or more of the Parties hereto based upon draftsmanship.

7.16 Counterparts. This Phase IV Development Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counter part of this agreement by facsimile transmission or by electronic mail in PDF form shall be effective as deliver of a manually executed counterpart hereof. The parties agree to accept a digital image of this document, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

7.17 During any period of reimbursement by City DDA of TIR, in the event the Developer files an appeal with the Michigan Tax Tribunal related to the taxable value of the 850 Trade Centre Hotel Site, the DDA may do either of the following:

- i. Remit tax reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal until

resolution of the appeal **and** hold any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal in a separate account of the DDA until the pending appeal is adjudicated; and once any tax appeals are adjudicated, either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or make the TIR payments pursuant this Agreement, or

- ii. If the Developer's taxable value being sought in an appeal with the Michigan Tax Tribunal is less than \$3,952,500.00, as increased by CPI for each year after the occupancy permit is issued the DDA 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 City until the pending appeal is adjudicated.
- iii. In no event will the Developer be required to return reimbursement payments made by the DDA 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.

IN WITNESS WHEREOF, the City and the Developer by and through their duly authorized representatives, have executed this Development Agreement as of the day and year first above written.

In the Presence of:

**THE CITY OF PORTAGE,
a Municipal Corporation**

By: _____

Its: _____

APPROVED AS TO FORM

DATE 4/16/2020

P

CITY ATTORNEY

**750 TRADE CENTRE, LLC
a Michigan limited liability
company**

By: _____

Roger E. Hinman, Manager

By: _____

Joseph L. Gesmundo, Manager

**850 TRADE CENTRE, LLC
a Michigan limited liability
company**

By: _____

Roger E. Hinman, Manager

By: _____

Joseph L. Gesmundo, Manager

**950 TRADE CENTRE, LLC
a Michigan limited liability
company**

By: _____

Roger E. Hinman, Manager

By: _____

Joseph L. Gesmundo, Manager

Appendix A -- Original Development Parcel

LEGAL DESCRIPTION:

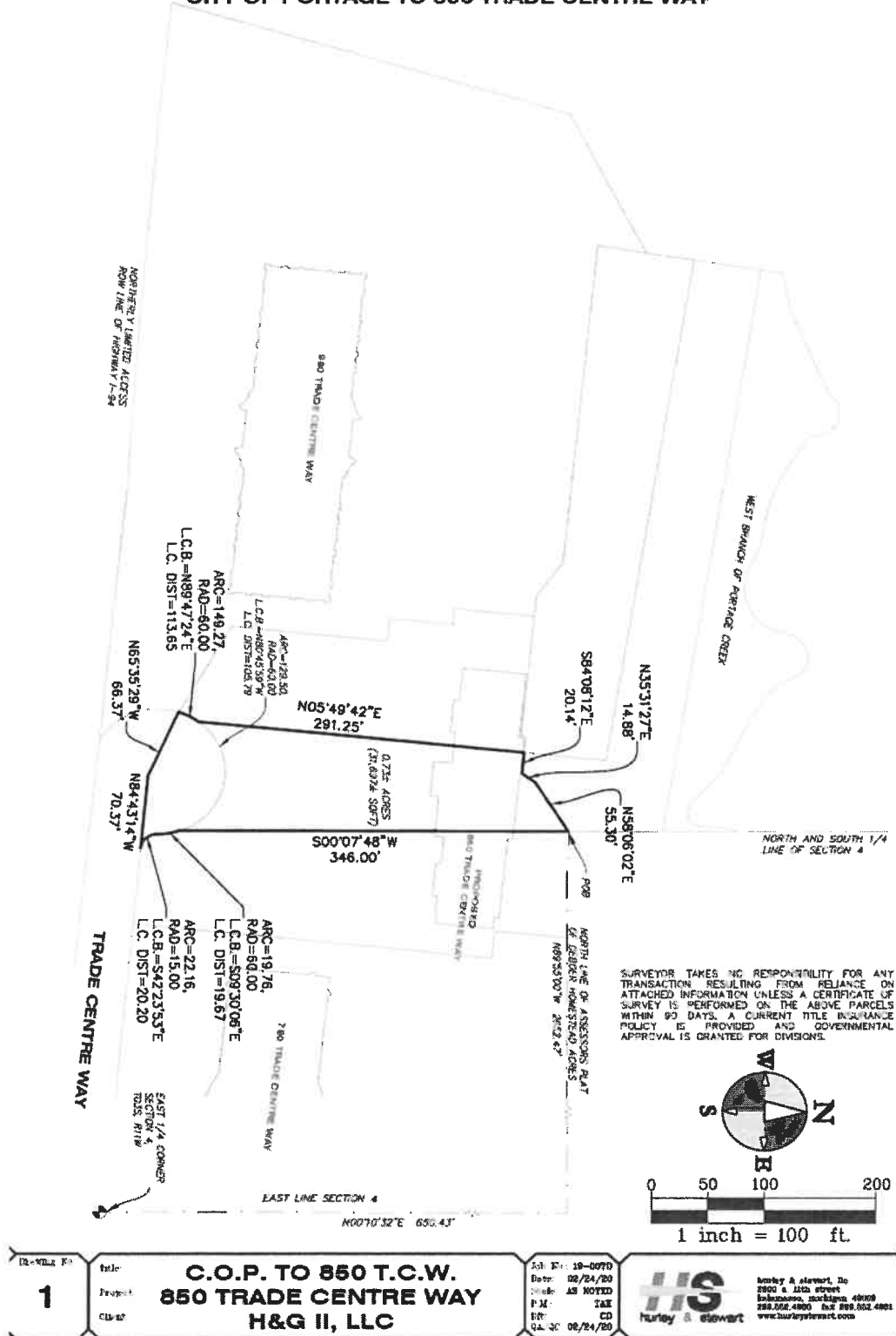
PART OF THE NORTH HALF OF SECTION 4, T. 3 SOUTH, R. 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS, COMMENCING AT THE EAST QUARTER POST OF SAID SECTION 4; THENCE NORTH 00 DEGREES 10' 32" EAST (RECORDED AS NORTH 11) ON THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 657.43 FEET (RECORDED AS 698.5 FEET) TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 14 OF PLATS, PAGE 96, KALAMAZOO COUNTY RECORDS, SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH 1/4 OF SAID SECTION 4; THENCE NORTH 89 DEGREES 55' 00" WEST ON SAID NORTH PLAT LINE AND ON AN EXTENSION OF SAID NORTH PLAT LINE 1,051.21 FEET TO THE POINT OF BEGINNING OF THE LAND HERETO DESCRIBED, SAID POINT OF BEGINNING BEING 160.00 FEET NORTH 89 DEGREES 55' 00" WEST OF THE NORTHWEST CORNER OF LOT 66, SAID DEBOER HOMESTEAD ACRES; THENCE SOUTH 89 DEGREES 55' 00" EAST ON AN EXTENSION OF THE NORTH LINE OF DE HAAN DRIVE 168.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 66; THENCE SOUTH 66° 50' 00" TO THE NORTHWEST CORNER OF LOT 69, SAID DEBOER HOMESTEAD ACRES; THENCE SOUTH 89 DEGREES 55' 00" EAST ON THE SOUTH LINE OF SAID DE HAAN DRIVE 168.00 FEET TO A POINT THAT IS 50.00 FEET NORTH 89 DEGREES 55' 00" WEST OF THE NORTHEAST CORNER OF LOT 71, SAID DEBOER HOMESTEAD ACRES; THENCE SOUTH 45° 00' 00" FEET TO THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF HIGHWAY 1-94; THENCE SOUTH 24 DEGREES 25' 45" WEST ON SAID NORTHERLY RIGHT-OF-WAY LINE 139.40 FEET TO A POINT ON THE SOUTH LINE OF LOT 84, SAID DEBOER HOMESTEAD ACRES; THENCE SOUTH 66 DEGREES 52' 47" WEST ON SAID NORTHERLY RIGHT-OF-WAY LINE 48.32 FEET TO THE NORTHEAST CORNER OF LOT 108, SAID DEBOER HOMESTEAD ACRES; THENCE SOUTH ON THE EAST LINE OF SAID LOT 108 AND ON SAID NORTHERLY RIGHT-OF-WAY LINE 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 108; THENCE NORTH 89 DEGREES 55' 00" WEST ON THE SOUTH LINE OF SAID LOT 108 AND ON SAID NORTHERLY RIGHT-OF-WAY LINE 29.97 FEET (RECORDED AS 62.47 FEET); THENCE SOUTH 18 DEGREES 28' 33" WEST (RECORDED AS SOUTH 18 DEGREES 48' 12" WEST) ON SAID NORTHERLY RIGHT-OF-WAY LINE 151.88 FEET (RECORDED AS 119.84 FEET); THENCE SOUTH 72 DEGREES 31' 24" WEST (RECORDED AS SOUTH 71 DEGREES 51' 03" WEST) ON SAID NORTHERLY RIGHT-OF-WAY LINE 163.48 FEET; THENCE NORTH 88 DEGREES 37' 19" WEST (RECORDED AS NORTH 89 DEGREES 17' 40" WEST) ON SAID NORTHERLY RIGHT-OF-WAY LINE 350.80 FEET; THENCE NORTH 84 DEGREES 02' 53" WEST (RECORDED AS NORTH 84 DEGREES 43' 14" WEST) ON SAID NORTHERLY RIGHT-OF-WAY LINE 1,241.55 FEET TO A POINT ON THE SOUTH LINE OF LOT 98, SAID DEBOER HOMESTEAD ACRES; THENCE NORTH 89 DEGREES 55' 00" WEST ON THE SOUTH LINE OF SAID LOT 98 A DISTANCE OF 21.53 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 4, SAID POINT BEING 218.22 FEET NORTH 00 DEGREES 07' 48" EAST OF THE CENTER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 07' 48" EAST (RECORDED AS NORTH 00 DEGREES 15' 44" WEST) ON SAID QUARTER LINE 2.21 FEET TO THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF HIGHWAY 1-94; THENCE NORTH 84 DEGREES 02' 53" WEST (RECORDED AS NORTH 84 DEGREES 25' 45" WEST) ON SAID NORTHERLY RIGHT-OF-WAY LINE 327.19 FEET (RECORDED AS 327.73 FEET); THENCE NORTHWESTERLY 634.55 FEET ON AN 11,609.20 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 85 DEGREES 36' 50" WEST 634.48 FEET (RECORDED AS NORTH 15 DEGREES 59' 42" WEST 633.33 FEET) TO A POINT ON THE EAST LINE OF BALA CYNWYD NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 32 OF PLATS, PAGE 35, KALAMAZOO COUNTY RECORDS; THENCE NORTH 16 DEGREES 37' 32" EAST (RECORDED AS NORTH 16 DEGREES 05' 43" EAST AND NORTH 16 DEGREES 10' EAST) ON THE EAST LINE OF SAID BALA CYNWYD NO. 2 A DISTANCE OF 638.16 FEET (RECORDED AS 639.77 FEET) TO A POINT DESCRIBED AS THE NORTHEAST CORNER OF BALA CYNWYD NO. 2; THENCE SOUTH 63 DEGREES 47' 35" EAST ON A MEANDER LINE 306.00 FEET TO A MEANDER CORNER; THENCE SOUTH 30 DEGREES 34' 06" EAST 864.77 FEET TO A MEANDER CORNER ON THE NORTH AND SOUTH QUARTER

LINE OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 07' 48" WEST (RECORDED AS SOUTH 00 DEGREES 18' 00" EAST) ON SAID QUARTER LINE 8.23 FEET; THENCE SOUTH 89 DEGREES 55' 00" EAST ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID DEBOER HOMESTEAD ACRES 1,401.25 FEET TO THE POINT OF BEGINNING, ALSO AT THAT LAND LYING NORTH OF SAID MEANDER LINE SOUTH OF THE CENTERLINE OF THE WEST BRANCH OF PORTAGE CREEK, WEST OF THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 4 AND EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID BALA CYNWYD NO. 2 CONTAINING 72.36 ACRES MORE OR LESS.

*THIS SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 10,000.

ASSUMED THE NORTH LINE OF SAID DEBOER HOMESTEAD ACRES TO BE AN NORTH 89 DEGREES 55' 00" WEST PER SAID RECORDED PLAT.

**Appendix B – Exchange Property
City to 850 Trade Centre, LLC
SKETCH OF LEGAL DESCRIPTION
CITY OF PORTAGE TO 850 TRADE CENTRE WAY**



SKETCH OF LEGAL DESCRIPTION CITY OF PORTAGE TO 850 TRADE CENTRE WAY

PART OF THE NORTH HALF OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES ACCORDING TO THE PLAT THEREOF (SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4); THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4 AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST 346.00 FEET TO THE NORTHERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE NORTHWESTERLY 129.50 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 80 DEGREES 45 MINUTES 59 SECONDS WEST 105.79 FEET; THENCE NORTH 05 DEGREES 49 MINUTES 42 SECONDS EAST 291.25 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 12 SECONDS EAST 20.14 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 27 SECONDS EAST 14.88 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 02 SECONDS EAST 55.30 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4 AND THE POINT OF BEGINNING.

ALSO, PART OF TRADE CENTRE WAY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES ACCORDING TO THE PLAT THEREOF (SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4); THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4; THENCE ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST 346.00 FEET TO THE NORTHERLY RIGHT OF WAY OF TRADE CENTRE WAY AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, SOUTHERLY 19.76 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 09 DEGREES 30 MINUTES 06 SECONDS EAST 19.67 FEET; THENCE SOUTHEASTERLY 22.16 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 42 DEGREES 23 MINUTES 53 SECONDS EAST 20.20 FEET; THENCE NORTH 84 DEGREES 43 MINUTES 14 SECONDS WEST 70.37 FEET; THENCE NORTH 65 DEGREES 35 MINUTES 29 SECONDS WEST 66.37 FEET TO THE WESTERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE EASTERLY 149.27 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS, NON-TANGENTIAL, CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 47 MINUTES 24 SECONDS EAST 113.65 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.73 +/- ACRES (31,687 +/- SQUARE FEET)

SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

18-0070-00

2

File:

Project:

City:

**C.O.P. TO 850 T.C.W.
850 TRADE CENTRE WAY
H&G II, LLC**

File #: 18-0070

File: 02-24-20

Code: AS NOTED

P.M. TAN

By: CO

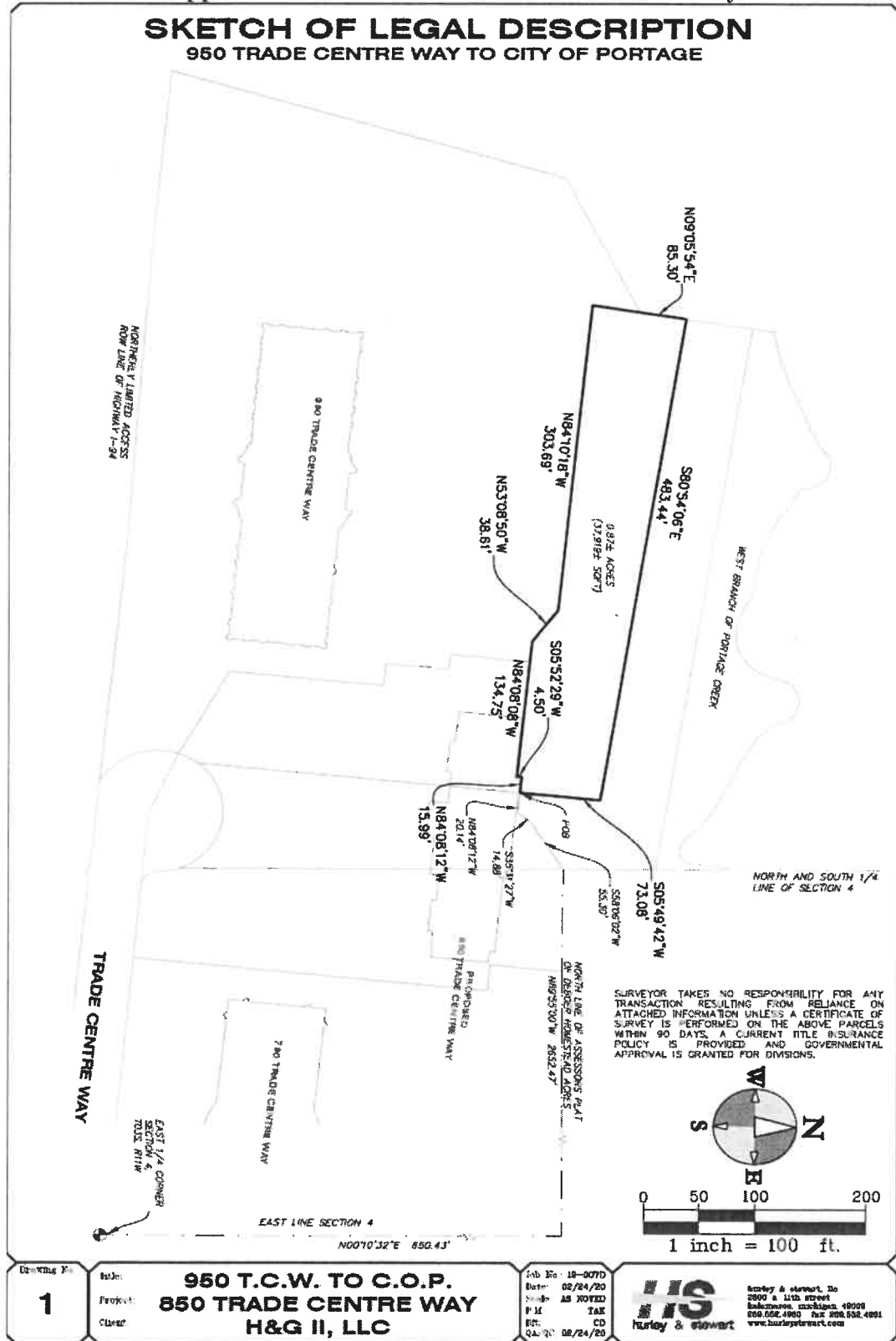
date: 02/24/20



Survey & Stewart, Inc.
2800 E. 21st Street
Bloomington, MN 55425 4000
763.565.1990 Fax 763.565.4991
www.surveyandstewart.com

Appendix B continued – 950 Trade Centre to City

SKETCH OF LEGAL DESCRIPTION
950 TRADE CENTRE WAY TO CITY OF PORTAGE



SKETCH OF LEGAL DESCRIPTION

950 TRADE CENTRE WAY TO CITY OF PORTAGE

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

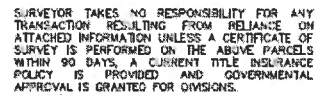
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 850.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 14 OF PLATS, PAGE 6, KALAMAZOO COUNTY RECORDS, SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4; THENCE SOUTH 58 DEGREES 06 MINUTES 02 SECONDS WEST 55.30 FEET; THENCE SOUTH 35 DEGREES 31 MINUTES 27 SECONDS WEST 14.88 FEET; THENCE NORTH 84 DEGREES 08 MINUTES 12 SECONDS WEST 20.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 84 DEGREES 08 MINUTE 12 SECONDS WEST 15.99 FEET; THENCE SOUTH 05 DEGREES 52 MINUTES 29 SECONDS WEST 4.50 FEET; THENCE NORTH 84 DEGREES 08 MINUTES 08 SECONDS WEST 134.75 FEET; THENCE NORTH 53 DEGREES 08 MINUTES 50 SECONDS WEST 38.61 FEET; THENCE NORTH 84 DEGREES 10 MINUTES 18 SECONDS WEST 303.69 FEET; THENCE NORTH 09 DEGREES 05 MINUTES 54 SECONDS EAST 85.30 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN DEED RECORDED IN DOCUMENT 2004-007762 KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE, SOUTH 80 DEGREES 54 MINUTES 06 SECONDS EAST 483.44 FEET; THENCE ALONG THE WESTERLY LINE OF LANDS DESCRIBED IN SAID DEED, SOUTH 05 DEGREES 49 MINUTES 42 SECONDS WEST 73.08 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.87 +/- ACRES (37,919 +/- SQUARE FEET)

SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

SKETCH OF LEGAL DESCRIPTION

RESULTING 750 TRADE CENTER WAY PARCEL



Job No. 19-0077D
Date 02/27/20
Scale AS NOVED
P.M. T&R
B.S. SDE
QA QC 02/27/20



Hurley & Stewart, Inc.
 2800 S. 11th Street
 Indianapolis, Indiana 46006
 317.552.4960 Fax 317.552.4961
www.hurleystewart.com

SKETCH OF LEGAL DESCRIPTION RESULTING 750 TRADE CENTER WAY PARCEL

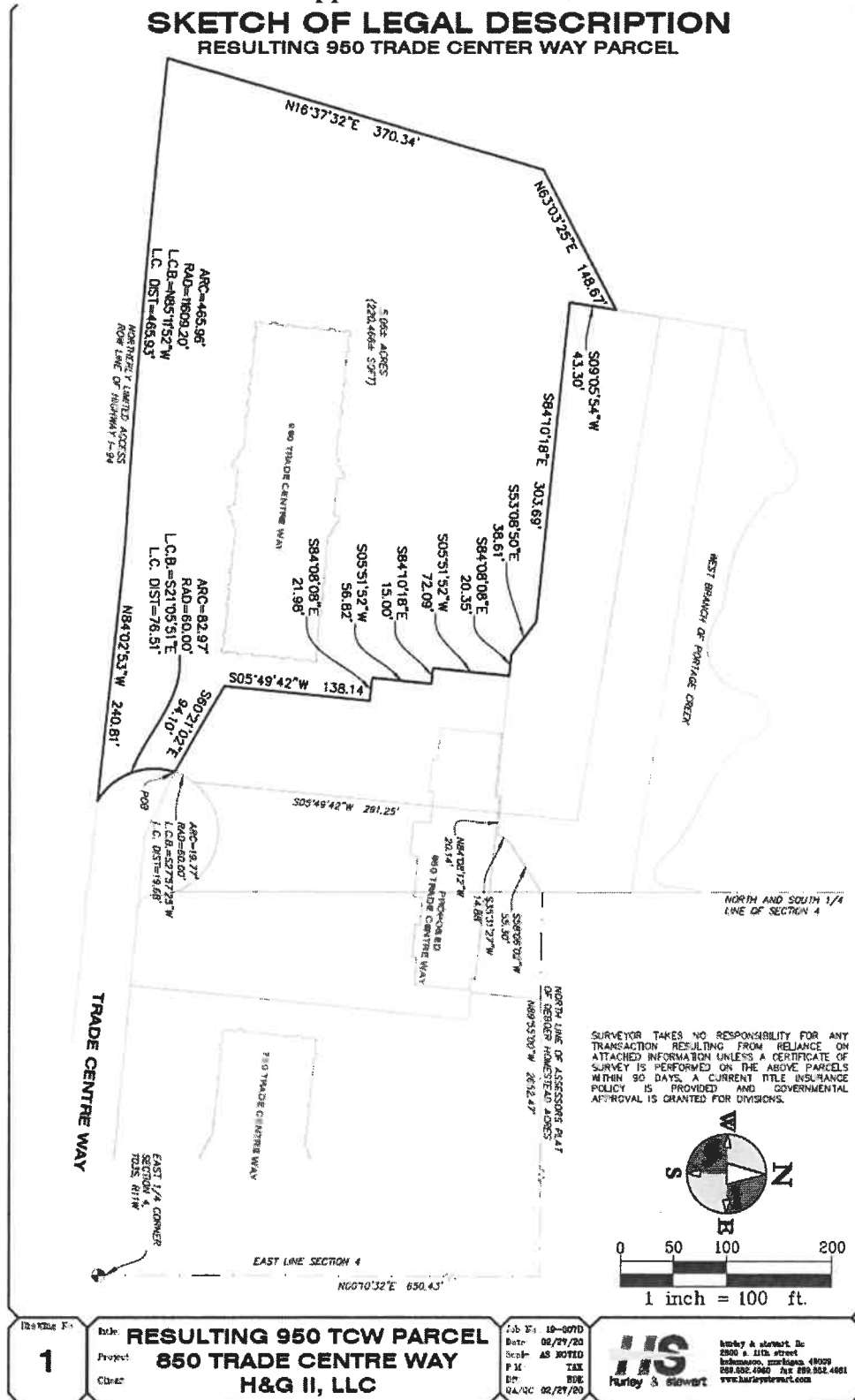
PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN UBER 14 OF PLATS, PAGE 6, KALAMAZOO COUNTY RECORDS, SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2034.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 51 MINUTES 51 SECONDS WEST 433.25 FEET (PREVIOUSLY DESCRIBED AS 443.28 FEET) TO THE NORTHERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE ALONG SAID NORTH RIGHT OF WAY, NORTH 84 DEGREES 43 MINUTES 14 SECONDS WEST 488.03 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 52 SECONDS EAST 320.33 FEET; THENCE NORTH 84 DEGREES 08 MINUTES 08 SECONDS WEST 26.00 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 52 SECONDS EAST 65.86 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF DEBOER HOMESTEAD ACRES; THENCE ALONG SAID WESTERLY EXTENSION, SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 516.63 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.64± ACRES (202,322± SQFT).

SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

Appendix C Continued
SKETCH OF LEGAL DESCRIPTION
RESULTING 950 TRADE CENTER WAY PARCEL



SKETCH OF LEGAL DESCRIPTION

RESULTING 950 TRADE CENTER WAY PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

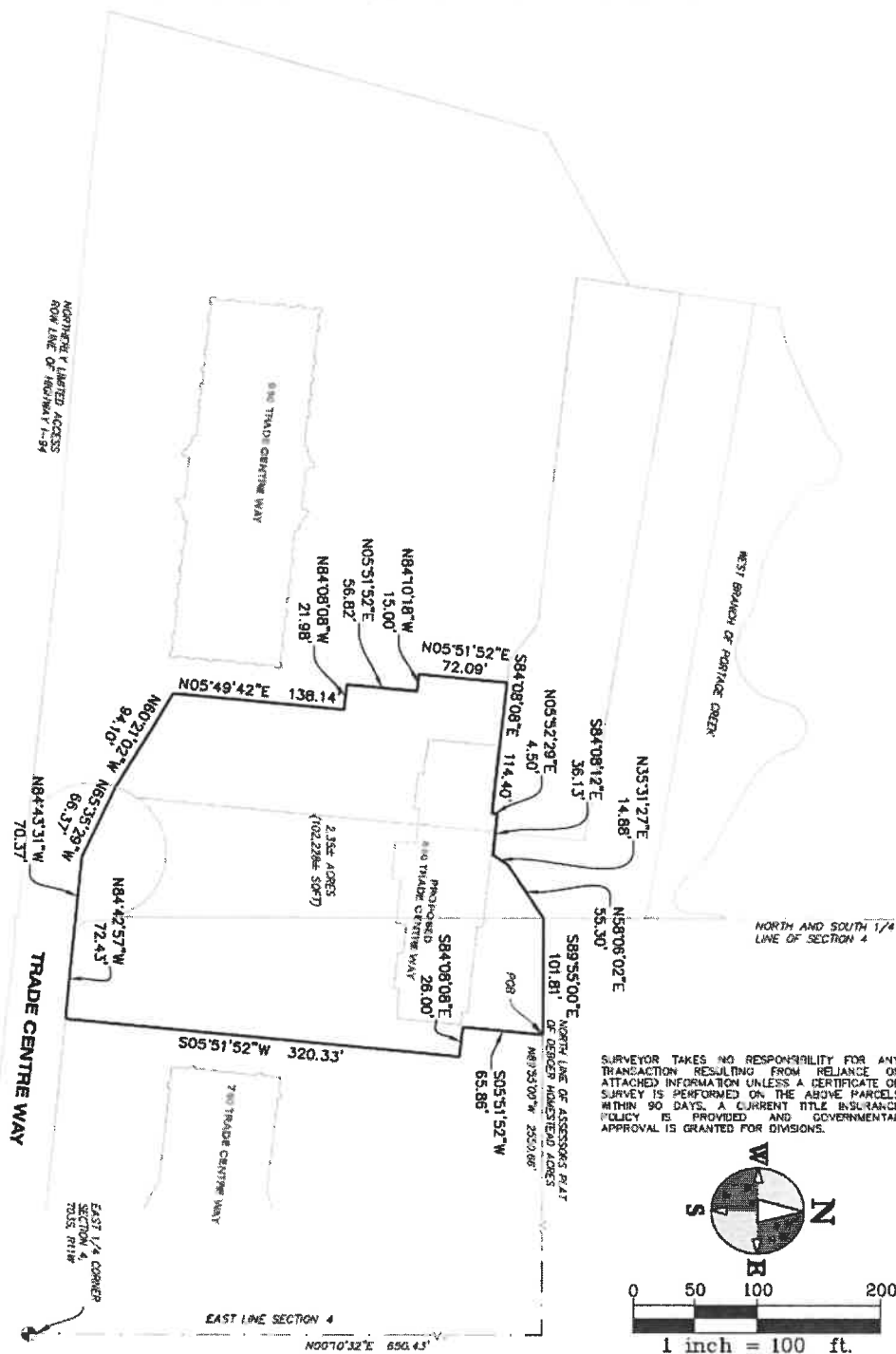
COMMENCING AT THE EAST QUARTER CORNER OF SECTION FOUR, TOWN 03 SOUTH, RANGE 11 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN UBER 14 OF PLATS, PAGE 6, KALAMAZOO COUNTY RECORDS, SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4; THENCE SOUTH 58 DEGREES 06 MINUTES 02 SECONDS WEST 55.30 FEET; THENCE SOUTH 35 DEGREES 31 MINUTES 27 SECONDS WEST 14.88 FEET; THENCE NORTH 84 DEGREES 08 MINUTES 12 SECONDS WEST 20.14 FEET; THENCE SOUTH 05 DEGREES 49 MINUTES 42 SECONDS WEST 291.25 FEET TO THE WESTERLY RIGHT OF WAY OF TRADE CENTRE WAY, THENCE ALONG SAID WESTERLY RIGHT OF WAY, SOUTHWESTERLY 19.77 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 27 DEGREES 57 MINUTES 25 SECONDS WEST 19.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY, SOUTHEASTERLY 82.97 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 21 DEGREES 05 MINUTES 51 SECONDS EAST 76.51 FEET TO THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF HIGHWAY I-94; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 84 DEGREES 02 MINUTES 53 SECONDS WEST 240.81 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, 465.96 FEET ALONG THE ARC OF A 11609.20 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 85 DEGREES 11 MINUTES 52 SECONDS WEST 465.93 FEET; THENCE NORTH 16 DEGREES 37 MINUTES 32 SECONDS EAST 370.34 FEET; THENCE NORTH 63 DEGREES 03 MINUTES 25 SECONDS EAST 148.67 FEET; THENCE SOUTH 09 DEGREES 05 MINUTES 54 SECONDS WEST 43.30 FEET; THENCE SOUTH 84 DEGREES 10 MINUTES 18 SECONDS EAST 303.69 FEET; THENCE SOUTH 53 DEGREES 08 MINUTES 50 SECONDS EAST 38.61 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 20.35 FEET; THENCE SOUTH 05 DEGREES 51 MINUTES 52 SECONDS WEST 72.09 FEET; THENCE SOUTH 84 DEGREES 10 MINUTES 18 SECONDS EAST 15.00 FEET; THENCE SOUTH 05 DEGREES 51 MINUTES 52 SECONDS WEST 56.82 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 21.98 FEET; THENCE SOUTH 05 DEGREES 49 MINUTES 42 SECONDS WEST 138.14 FEET; THENCE SOUTH 60 DEGREES 21 MINUTES 02 SECONDS EAST 94.10 FEET TO THE WESTERLY RIGHT OF WAY OF TRADE CENTRE WAY AND THE POINT OF BEGINNING.

PARCEL CONTAINS 5.06± ACRES (220,466± SQFT).

SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

SKETCH OF LEGAL DESCRIPTION

RESULTING 850 TRADE CENTER WAY PARCEL



SURVEYOR TAKES NO RESPONSIBILITY FOR ANY TRANSACTION RESULTING FROM RELIANCE ON ATTACHED INFORMATION UNLESS A CERTIFICATE OF SURVEY IS PERFORMED ON THE ABOVE PARCELS WITHIN 90 DAYS. A CURRENT TITLE INSURANCE POLICY IS PROVIDED AND GOVERNMENTAL APPROVAL IS GRANTED FOR DIVISIONS.



1	File:	RESULTING 850 TCW PARCEL
	Project:	850 TRADE CENTRE WAY
	Client:	H&G II, LLC

Job No 19-0070
Date: 02/27/20
Suck AS NOVID
FM TAK
DT HDE
QA-QC 02/27/20



hurley & stewart

Sunday & Stewart, Inc.
2800 S. 11th Street
Kalamazoo, Michigan 49008
268.352.4900 fax 268.562.4881
www.harfysteewart.com

SKETCH OF LEGAL DESCRIPTION RESULTING 850 TRADE CENTER WAY PARCEL

PART OF THE NORTH HALF OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 14 OF PLATS, PAGE 6, KALAMAZOO COUNTY RECORDS, SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2550.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 51 MINUTES 52 SECONDS WEST 85.86 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 26.00 FEET; THENCE SOUTH 05 DEGREES 51 MINUTES 52 SECONDS WEST 320.33 FEET TO THE NORTH RIGHT OF WAY OF TRADE CENTRE WAY; THENCE ALONG SAID NORTH RIGHT OF WAY, NORTH 84 DEGREES 42 MINUTES 57 SECONDS WEST 72.43 FEET; THENCE NORTH 84 DEGREES 43 MINUTES 31 SECONDS WEST 70.37 FEET; THENCE NORTH 85 DEGREES 35 MINUTES 29 SECONDS WEST 66.37 FEET; THENCE NORTH 60 DEGREES 21 MINUTES 02 SECONDS WEST 94.10 FEET; THENCE NORTH 05 DEGREES 49 MINUTES 42 SECONDS EAST 138.14 FEET; THENCE NORTH 84 DEGREES 08 MINUTES 08 SECONDS WEST 21.98 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 52 SECONDS EAST 56.82 FEET; THENCE NORTH 84 DEGREES 10 MINUTES 18 SECONDS WEST 15.00 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 52 SECONDS EAST 72.09 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 114.40 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 29 SECONDS EAST 4.50 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 12 SECONDS EAST 36.13 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 27 SECONDS EAST 14.88 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 02 SECONDS EAST 55.30 FEET TO THE INTERSECTION OF THE NORTH AND SOUTH QUARTER LINE OF SECTION 4 WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES; THENCE ALONG SAID WESTERLY EXTENSION, SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 101.81 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.35± ACRES (102,228± SQFT).

SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
3. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
4. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
5. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
6. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
7. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
8. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
9. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
10. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

UTILITY STRUCTURE SCHEDULE

NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	WATER				
2	SEWER				
3	GAS				
4	ELECTRICITY				
5	TELEPHONE				
6	CABLE				
7	TELEVISION				
8	RADIO				
9	TELETYPE				
10	TELEGRAPH				
11	TELEPHONE				
12	CABLE				
13	TELEVISION				
14	RADIO				
15	TELETYPE				
16	TELEGRAPH				
17	TELEPHONE				
18	CABLE				
19	TELEVISION				
20	RADIO				
21	TELETYPE				
22	TELEGRAPH				
23	TELEPHONE				
24	CABLE				
25	TELEVISION				
26	RADIO				
27	TELETYPE				
28	TELEGRAPH				
29	TELEPHONE				
30	CABLE				
31	TELEVISION				
32	RADIO				
33	TELETYPE				
34	TELEGRAPH				
35	TELEPHONE				
36	CABLE				
37	TELEVISION				
38	RADIO				
39	TELETYPE				
40	TELEGRAPH				
41	TELEPHONE				
42	CABLE				
43	TELEVISION				
44	RADIO				
45	TELETYPE				
46	TELEGRAPH				
47	TELEPHONE				
48	CABLE				
49	TELEVISION				
50	RADIO				
51	TELETYPE				
52	TELEGRAPH				
53	TELEPHONE				
54	CABLE				
55	TELEVISION				
56	RADIO				
57	TELETYPE				
58	TELEGRAPH				
59	TELEPHONE				
60	CABLE				
61	TELEVISION				
62	RADIO				
63	TELETYPE				
64	TELEGRAPH				
65	TELEPHONE				
66	CABLE				
67	TELEVISION				
68	RADIO				
69	TELETYPE				
70	TELEGRAPH				
71	TELEPHONE				
72	CABLE				
73	TELEVISION				
74	RADIO				
75	TELETYPE				
76	TELEGRAPH				
77	TELEPHONE				
78	CABLE				
79	TELEVISION				
80	RADIO				
81	TELETYPE				
82	TELEGRAPH				
83	TELEPHONE				

SKETCH OF LEGAL DESCRIPTION

PUBLIC VEHICLE ACCESS EASEMENT



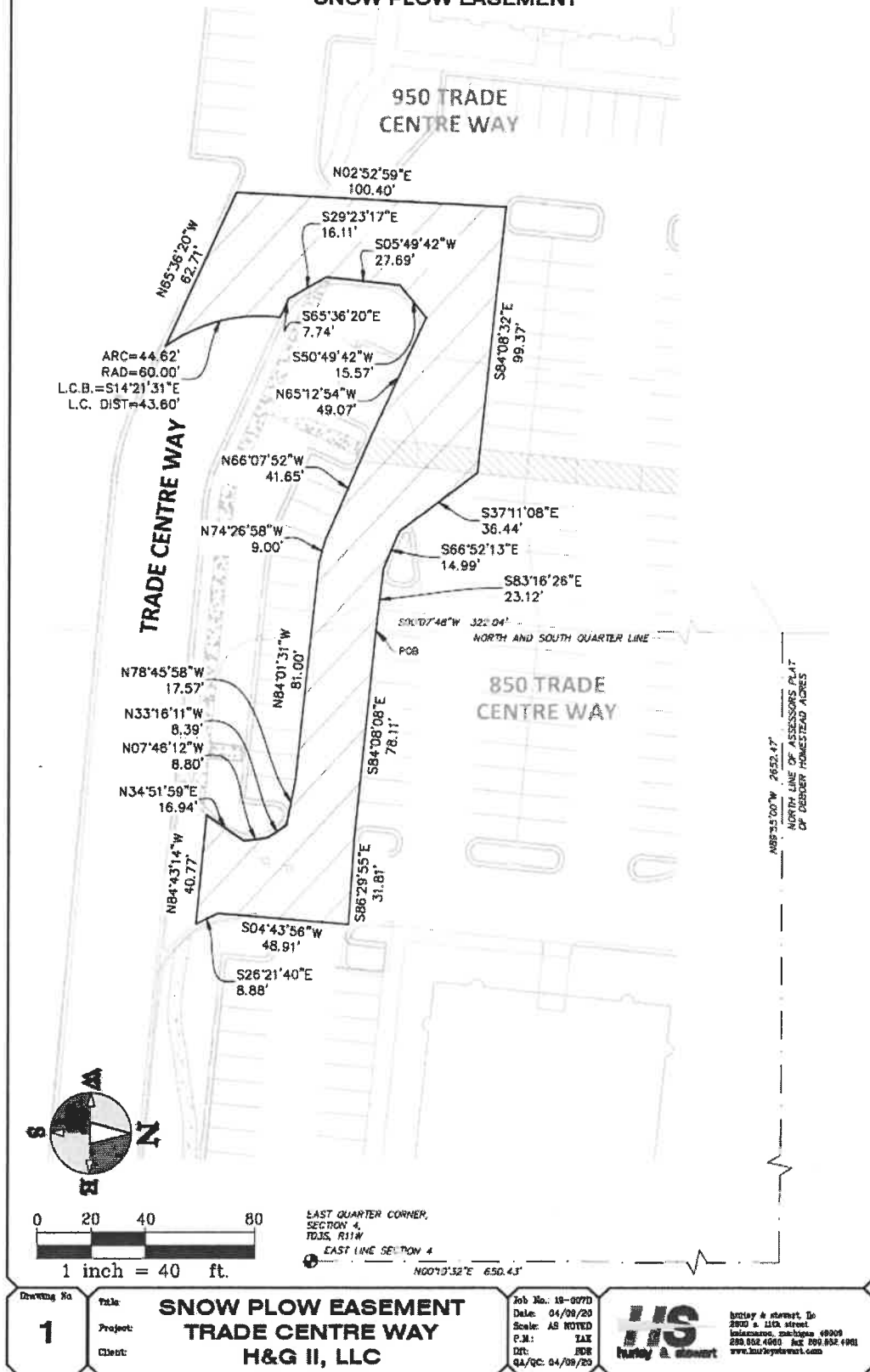
SKETCH OF LEGAL DESCRIPTION

PUBLIC VEHICLE ACCESS EASEMENT

EASEMENT DESCRIPTION

PART OF THE NORTH HALF OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES ACCORDING TO THE PLAT THEREOF (SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4); THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4; THENCE ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST 157.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 123.15 FEET; THENCE SOUTH 04 DEGREES 43 MINUTES 56 SECONDS WEST 211.63 FEET; THENCE SOUTH 26 DEGREES 21 MINUTES 40 SECONDS EAST 8.88 FEET TO THE NORTHERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 84 DEGREES 43 MINUTES 14 SECONDS WEST 40.77 FEET; THENCE NORTH 34 DEGREES 51 MINUTES 59 SECONDS EAST 18.94 FEET; THENCE NORTH 07 DEGREES 46 MINUTES 12 SECONDS WEST 8.80 FEET; THENCE NORTH 33 DEGREES 16 MINUTES 11 SECONDS WEST 8.39 FEET; THENCE NORTH 78 DEGREES 45 MINUTES 58 SECONDS WEST 17.57 FEET; THENCE NORTH 84 DEGREES 01 MINUTES 31 SECONDS WEST 81.00 FEET; THENCE NORTH 74 DEGREES 26 MINUTES 58 SECONDS WEST 9.00 FEET; THENCE NORTH 66 DEGREES 07 MINUTES 52 SECONDS WEST 41.65 FEET; THENCE NORTH 65 DEGREES 12 MINUTES 54 SECONDS WEST 49.07 FEET; THENCE SOUTH 50 DEGREES 49 MINUTES 42 SECONDS WEST 15.57 FEET; THENCE SOUTH 05 DEGREES 49 MINUTES 42 SECONDS WEST 27.69 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 17 SECONDS EAST 16.11 FEET; THENCE SOUTH 65 DEGREES 36 MINUTES 20 SECONDS EAST 7.74 FEET TO THE WESTERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE ALONG SAID WESTERLY RIGHT OF WAY, 44.62 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 14 DEGREES 21 MINUTES 31 SECONDS EAST 43.60 FEET; THENCE NORTH 65 DEGREES 36 MINUTES 20 SECONDS WEST 62.71 FEET; THENCE NORTH 02 DEGREES 52 MINUTES 59 SECONDS EAST 50.39 FEET; THENCE NORTH 47 DEGREES 57 MINUTES 07 SECONDS WEST 38.60 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 52 SECONDS EAST 149.16 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 141.94 FEET; THENCE NORTH 73 DEGREES 53 MINUTES 51 SECONDS EAST 28.28 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 5.59 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 1.28 +/- ACRES (55,576 +/- SQUARE FEET).

SKETCH OF LEGAL DESCRIPTION SNOW PLOW EASEMENT



SKETCH OF LEGAL DESCRIPTION

SNOW PLOW EASEMENT

EASEMENT DESCRIPTION

PART OF THE NORTH HALF OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZGO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST 650.43 FEET TO THE NORTH LINE OF THE ASSESSOR'S PLAT OF DEBOER HOMESTEAD ACRES ACCORDING TO THE PLAT THEREOF (SAID NORTH LINE BEING PREVIOUSLY REFERRED TO AS THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4); THENCE ALONG SAID NORTH PLAT LINE AND THE EXTENSION THEREOF, NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 2652.47 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 4; THENCE ALONG SAID NORTH AND SOUTH QUARTER LINE, SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST 322.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST 78.11 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 55 SECONDS EAST 31.81 FEET; THENCE SOUTH 04 DEGREES 43 MINUTES 56 SECONDS WEST 48.91 FEET; THENCE SOUTH 26 DEGREES 21 MINUTES 40 SECONDS EAST 8.88 FEET TO THE NORTHERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 84 DEGREES 43 MINUTES 14 SECONDS WEST 40.77 FEET; THENCE NORTH 34 DEGREES 51 MINUTES 59 SECONDS EAST 16.94 FEET; THENCE NORTH 07 DEGREES 46 MINUTES 12 SECONDS WEST 8.80 FEET; THENCE NORTH 33 DEGREES 16 MINUTES 11 SECONDS WEST 8.39 FEET; THENCE NORTH 78 DEGREES 45 MINUTES 58 SECONDS WEST 17.57 FEET; THENCE NORTH 84 DEGREES 01 MINUTES 31 SECONDS WEST 81.00 FEET; THENCE NORTH 74 DEGREES 26 MINUTES 58 SECONDS WEST 9.00 FEET; THENCE NORTH 66 DEGREES 07 MINUTES 52 SECONDS WEST 41.65 FEET; THENCE NORTH 65 DEGREES 12 MINUTES 54 SECONDS WEST 49.07 FEET; THENCE SOUTH 50 DEGREES 49 MINUTES 42 SECONDS WEST 15.57 FEET; THENCE SOUTH 05 DEGREES 49 MINUTES 42 SECONDS WEST 27.69 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 17 SECONDS EAST 16.11 FEET; THENCE SOUTH 65 DEGREES 36 MINUTES 20 SECONDS EAST 7.74 FEET TO THE WESTERLY RIGHT OF WAY OF TRADE CENTRE WAY; THENCE ALONG SAID WESTERLY RIGHT OF WAY, 44.62 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 14 DEGREES 21 MINUTES 31 SECONDS EAST 43.60 FEET; THENCE NORTH 65 DEGREES 36 MINUTES 20 SECONDS WEST 62.71 FEET; THENCE NORTH 02 DEGREES 52 MINUTES 59 SECONDS EAST 100.40 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 32 SECONDS EAST 99.37 FEET; THENCE SOUTH 37 DEGREES 11 MINUTES 08 SECONDS EAST 36.44 FEET; THENCE SOUTH 66 DEGREES 52 MINUTES 13 SECONDS EAST 14.99 FEET; THENCE SOUTH 83 DEGREES 16 MINUTES 26 SECONDS EAST 23.12 FEET TO THE NORTH AND SOUTH QUARTER LINE AND THE POINT OF BEGINNING. EASEMENT CONTAINS 0.27 +/- ACRES (11,653 +/- SQUARE FEET).

PORTAGE DOWNTOWN DEVELOPMENT AUTHORITY

 DRAFT

Thursday, April 23, 2020

The Portage Downtown Development Authority April 23, 2020 virtual meeting on was called to order at 8:00 a.m.

MEMBERS PRESENT:

Matt Milks, Jeff Chrystal, Dorothy Robinett, Michael Quinn, Terry Patterson, Rich MacDonald Walter Hansen, Stanley Samuel and Joe La Margo

MEMBERS EXCUSED:

Benjamin Boyer

IN ATTENDANCE:

Christopher Forth, Interim Director of Community Development; William Furry, Director of Finance; and John Axe, Bond Counsel

APPROVAL OF MINUTES:

The minutes of the June 25, 2019 meeting were introduced for approval. A motion was offered by Hansen and seconded by Samuel to approve the meeting minutes as presented. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (yes), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 9-0.

BUSINESS:

1. Election of Officers. President Patterson indicated the current slate of officers includes himself as President; Boyer, Vice-President; Chrystal, Treasurer; and Milks, Secretary. There was discussion of the continuation of the current officers. A motion was offered by Hansen, seconded by Robinett that Patterson serve as President; Boyer as Vice-President; Chrystal as Treasurer and Milks as Secretary. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (yes), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 9-0.

2. Resolution Approving the FY2018-19 Annual Financial Report. Mr. Furry summarized the communication to the Board concerning the annual reports included in the agenda, noting that revenue exceeded expenditures and net transfers by \$74,719. The fund balance at the end of FY2018-2019 was \$348,285. Mr. Furry noted expenditures will exceed revenues for approximately 2-3 years and then revenues will begin to exceed expenditures; however, during this 2-3 year time period, the fund balance will remain positive. After additional discussion, a motion was made by Hansen, seconded by La Margo to approve the resolution and authorize the transmission of the FY2018-19 Annual Financial Report on the status of the tax increment financing plan. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (yes), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 9-0.

3. 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan. Mr. Forth summarized the staff report involving plans by the developer, Trade Center, LLC to construct a new, 4-story hotel at the

 **DRAFT**

west end of Trade3 Centre Way north of I-94, within the DDA. Mr. Forth noted there are three elements to the plan and include 1) an exchange of land between the City of Portage and Trade Centre, LLC; 2) removal and relocation of the existing storm water retention basin located at 850 Trade Centre Way; and 3) removal of the north portion of the Trade Centre Way turnaround area to accommodate additional off-street parking for the new hotel. Mr. Forth noted the developer will provide an easement to the city that will allow vehicles to utilize the off-street parking lot for turnaround purposes.

Mr. Forth indicated the City Administration agreed to reimburse up to \$600,000 for the public improvement costs. These reimbursement funds will include \$150,000 from the water fund. The city had already budgeted these funds in FY2020-21 to rehabilitate the existing storm water basin. As a result of the relocation, the developer will essentially act as the contractor on behalf of the city to "rehabilitate" the basin. The remaining \$450,000 will be provided through tax increment financing. Mr. Forth noted that only a portion of the hotel building is located within the DDA district. Consequently, approximately 40% of the hotel's taxable value is eligible for tax capture utilizing tax increment financing. The other approximately 60% of value will be disbursed to the local taxing jurisdictions, include the City of Portage.

Board member Samuel asked who will maintain the relocated retention basin. Mr. Forth indicated the City of Portage will own and maintain the basin. The developer will provide and access easement to the retention basin. Board member Robinett asked who will pay for the public infrastructure improvements. Mr. Forth stated the developer will pay the upfront costs and then will be reimbursed from water fund and through tax increment financing. Board member Samuel also asked about the applicability of environmental conditions as a requirement for reimbursement. Mr. Forth indicated under a Brownfield Redevelopment project, environmental conditions would need to exist for tax capture but the same requirements do not apply to a Downtown Development Authority District. Board member Hansen asked for clarification on the amount of tax capture. Mr. Forth stated approximately 40% will be captured and reimbursed to the developer and the other approximate 60% will be disbursed to the local taxing jurisdictions. Mr. MacDonald provide a brief overview/history of the DDA and Trade Centre development project. Mr. MacDonald recognized and emphasized the importance of public/private partnerships that benefit the region. President Patterson concurred. President Patterson noted there a several new hotels in the Kalamazoo area and inquired why they're in demand. Mr. MacDonald indicated business growth in the area and the business traveler. Mr. MacDonald stated the two other DDA hotels outperform the other hotels in the area.

There being no further discussion, a motion was made by Hansen, seconded by Quinn to approve the resolution and authorize the transmission of the 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan to City Council. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (abstain), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 8-0-1.

STATEMENT OF CITIZENS:

No citizen comments were received.

ADJOURNMENT:

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

Respectfully Submitted,

Christopher Forth, AICP
Interim Director of Community Development

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Community Development Block Grant (CDBG) Program – FY2020-21 Annual Action Plan

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

ACTION RECOMMENDED: Approve the Community Development Block Grant (CDBG) Program FY 2020-21 Annual Action Plan element of the Consolidated Plan and authorize the City Manager to submit the application to the U.S. Department of Housing and Urban Development.

The City of Portage, as a Community Development Block Grant (CDBG) entitlement grantee of the U.S. Department of Housing and Urban Development (HUD), is required to prepare a Consolidated Plan every five years. The Consolidated Plan requirements are designed to help the city assess affordable housing and community development needs, as well as market conditions, and make data-driven investment decisions concerning the use of CDBG entitlement grant funds and other resources available within the community.

The Consolidated Plan sets goals and objectives to address identified priority needs over the five-year planning period based on anticipated resources. The Annual Action Plan element outlines how entitlement grant funds and other resources will be utilized over the next program year to implement the goals and objectives of the Strategic Plan.

The Fiscal Year 2020-21 CDBG Program budget has been developed based on the annual entitlement, estimated program income and available unexpended funds/program income, which together provide a total CDBG Program budget of \$346,794. In addition, the 2020-21 Annual Action Plan identifies activities and programs that fulfill identified priority needs as outlined in the 2016-2020 Consolidated Plan, including:

1. Owner-occupied housing assistance programs: housing rehabilitation loans and grants and a homebuyer down payment assistance program
2. Neighborhood improvement activities including code enforcement to aid in the prevention and elimination of blight and promote the quality of low and moderate-income neighborhoods throughout the city

3. Human/public service activities to assist Portage residents in need
4. Fair housing activities including administration of the City of Portage Non-discrimination Ordinance and support for the educational and enforcement programs of the Fair Housing Center of Southwest Michigan
5. Grant planning activities including preparation of annual performance reports, environmental review, labor standards reporting, 2021-22 Annual Action Plan and an update to the five-year Consolidated Plan

FY2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

The proposed FY2020-21 CDBG Program Budget has been prepared by the City Administration based on available funding levels, demonstrated community needs and compliance with federal goals and objectives. As shown in the attached Five-Year Comparative Analysis, the CDBG entitlement grant is projected to remain steady in FY2020-21 compared to the prior-year funding level. The city has been notified by HUD that the FY2020-21 grant amount is \$221,794. The grant amount, together with anticipated program income for FY2020-21 and unexpended funds/program income provides the following revenue:

FY 2020-21 Revenue	
Estimated FY 2019-2 Annual Entitlement	\$221,794
FY 2019-20 Estimated Program Income to be Received During Program Year	\$50,000
Available Unexpended Funds and/or Program Income Received in Prior Program Years that Exceeded Estimated Program Income	\$75,000
Total Funds Available	\$346,794

The four key components of the FY2020-21 CDBG Program Budget are highlighted below. The recommended activities are consistent with the Consolidated Plan and complement General Fund activities:

Housing Programs (\$192,896): Upgrade of housing stock in the city is recommended as a high-priority activity to be continued as the cornerstone of the block grant program. During the life of the program, approximately 587 owner-occupied houses have been rehabilitated. Owner-occupied housing upgrades for FY2020-21 are accomplished through the:

- Housing Rehabilitation Program (\$182,896) - Zero or low-interest deferred loans for housing rehabilitation, façade improvements, water/sewer hook-up, accessibility improvements and Emergency Repair Grants for repairs that are a threat to the health and safety of occupants.
- Homebuyer Down Payment Assistance Program (\$10,000) - Zero-interest deferred loans for down payment assistance to first-time homebuyers in targeted neighborhoods.

Neighborhood Improvement (\$64,366): The ongoing effort to maintain and improve low-moderate income neighborhoods is recommended as a high-priority activity and remains a vital component of the recommended comprehensive community development strategy. The budget will fund Code Enforcement efforts that aid in the prevention and elimination of blight and deterioration.

Administration of the Community Quality Code, Housing/Property Maintenance Code, Zoning Code and/or Building Code in low-moderate income neighborhoods will be ongoing throughout the program year.

Human/Public Services (\$44,618): Portage Community Center (PCC) is recommended to receive funding to provide human services identified as a high-priority activity in the Consolidated Plan. Per HUD, the maximum amount of human/public service funding is 15 percent of the annual entitlement grant plus program income received in the prior program year. For many years the City of Portage has allocated 15 percent of the annual CDBG Program budget toward human/public services to ensure consistency with the intent of the federal regulations that funding be provided for core programs such as housing and neighborhood improvement activities.

Administration (\$44,914): The maximum administration expenditure is limited to 20% of the FY 2019-20 entitlement grant plus anticipated FY 2019-20 program income. The funds will be utilized for program planning, administration, reporting and program expenses. A portion of the budget includes \$2,000 for fair housing services, educational programs and complaint referrals to the Fair Housing Center of Southwest Michigan. Additionally, approximately \$18,000 is budgeted for an update of the five-year Consolidated Plan.

It is recommended that City Council approve the Community Development Block Grant (CDBG) Program FY 2020-21 Annual Action Plan element of the Consolidated Plan and authorize the City Manager to submit the application to the Department of Housing and Urban Development by the May 15, 2020 deadline per federal regulations.

FUNDING: Draft FY2020-21 CDBG Program budget of \$346,794.

Attachments: 1. 2020-2021 Annual Action Plan Portage CDBG Program

2020-2021 Annual Action Plan

Portage CDBG Program



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

In May 2016, the City of Portage updated its five-year Consolidated Plan for the Community Development Block Grant (CDBG) Program. The City of Portage CDBG Program is funded by an annual entitlement grant awarded to the community by the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is designed to help local jurisdictions assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions in regards to the use of CDBG entitlement grant funds and other resources available within the community.

The consolidated planning process must be completed every five years and is implemented through Annual Action Plans. Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

Based on the findings of the Needs Assessment and Market Analysis, as well as citizen input, the *2016-2020 Consolidated Plan* identifies priority needs and goals to address identified community needs, as well as anticipated financial resources available to the community. The *2020-21 Annual Action Plan* provides specific goals and CDBG Program project activities for implementation over the next program year, which are consistent with the Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

The *2016-2020 Consolidated Plan* and *2020-21 Annual Action Plan* identify several objectives and outcomes in the areas of affordable housing, neighborhood improvement, community development needs within low-moderate income neighborhoods and the provision of public services to low-income households. Section 7 of the Executive Summary provides a detailed explanation of these objectives and outcomes.

3. Evaluation of past performance

As noted above, the Consolidated Plan includes an Annual Action Plan element and a Consolidated Annual Performance and Evaluation Report (CAPER). The City of Portage has consistently received favorable reviews from HUD in regard to past performance, and has demonstrated that it has the capacity to implement key inter-related programs in a timely and efficient manner consistent with HUD-approved Consolidated Plans and Annual Action Plans.

4. Summary of Citizen Participation Process and consultation process

The City of Portage encouraged participation utilizing several methods including notification via e-mails, advertising public meetings and public hearings via publication in the local newspaper, and on the city web site, and through the monthly municipal newsletter, the PORTAGER.

5. Summary of public comments

A summary of public comments is provided in the Appendix.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received that were not accepted or considered.

7. Summary

The City of Portage anticipates receiving \$1.46 million in CDBG Program funds over the five-year strategic plan period, and \$346,794 in FY 2020-21 derived from annual entitlement grant funds, anticipated program income and unexpended prior year funds. These funds will be used to address priority needs identified in the Strategic Plan. The following tables summarize and describe the goals of the *2016-2020 Consolidated Plan* over the next five years, as well as the *2020-21 Annual Action Plan*.

In addition to the activities noted in the tables, during FY 2020-21, Planning and Grant Administration, Fair Housing activities and an update of the Consolidated Plan will be accomplished. The amount of funding allocated for this activity is \$44,914 , which includes \$18,684 to prepare the 2021-2025 Consolidated Plan. An outcome of this activity is to meet HUD-established planning and reporting, as well as affirmatively furthering fair housing within the community.

Strategic Plan Goals Summary

Goal Name	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Affordable Rental Housing	Affordable Housing Non-Homeless Special Needs	City-wide	Affordable Rental Housing	CDBG: \$25,000	Rental units rehabilitated: 5 Household Housing Unit
Affordable Owner Housing	Affordable Housing	City-wide	Affordable Owner Housing	CDBG: \$1,000,000	Homeowner Housing Added: 5 Household Housing Unit Homeowner Housing Rehabilitated: 60 Household Housing Unit Direct Financial Assistance to Homebuyers: 15 Households Assisted
Neighborhood Improvement	Non-Housing Community Development	Low-moderate income neighborhoods	Neighborhood Improvement	CDBG: \$275,000	Housing Code Enforcement/Foreclosed Property Care: 1,750 Household Housing Unit
Public Services	Homeless Non-Homeless Special Needs	City-wide	Public Services	CDBG: \$150,000	Public service activities other than Low/Moderate Income Housing Benefit: 20,000 Persons Assisted
Non-Housing Community Development	Non-Housing Community Development	City-wide	Non-Housing Community Development	CDBG: \$50,000	Other: 1 Other

Strategic Plan Goal Descriptions

1	Goal Name	Affordable Rental Housing
	Goal Description	<u>Affordable Rental Housing:</u> - Partner with non-profit housing developers with the pre-development or rehabilitation of housing to increase the supply of decent, affordable rental housing. - Partner with housing developers by providing tax abatements (Payments In Lieu of Taxes) in conjunction with federal and state financing to increase or preserve the supply of affordable rental housing. Funding provided, as resources permit, through the City of Portage General Fund.
2	Goal Name	Affordable Owner Housing
	Goal Description	<u>Affordable Owner Housing:</u> - Provide emergency repair grants to low-income home owners. - Provide housing rehabilitation loans to low-income home owners. - Assist low-income households with home buyer assistance to purchase homes in specified Portage neighborhoods, funded by the CDBG Program, and state resources as available. - Partner with non-profit developers to provide pre-development or rehabilitation assistance to provide affordable owner-occupied housing.
3	Goal Name	Neighborhood Improvement
	Goal Description	Neighborhood Improvement includes code administration and enforcement efforts within low-moderate income neighborhoods that aid in the prevention and elimination of blight.

Plan Goals table #1

4	Goal Name	Public Services
	Goal Description	Public Services to low-income households provided through local public services providers, funded through the CDBG Program and the City of Portage General Fund on an annual basis: • Homelessness prevention and rapid rehousing (including emergency shelter); • Emergency financial and food assistance; • Supportive services for special needs populations; and • Non-housing anti-poverty services/programs.
5	Goal Name	Non-Housing Community Development
	Goal Description	Non-Housing Community Development activities to include small-scale capital improvement projects such as sidewalk repair and/or neighborhood park improvements within low-moderate income neighborhoods. Non-Housing Community Development activities provide an area-wide benefit, compared to a direct person or housing unit benefit.

2020-21 Annual Action Plan Goals and Objectives

Goal Name	Category	Geographic Area	Needs Addressed	Funding	Goal Indicator Outcome
Affordable Owner Housing	Affordable Housing	City-wide & Home Buyer Assistance Eligible Neighborhoods	Affordable Owner Housing	CDBG: \$192,896	Homeowner Housing Rehabilitated: 12 Household Housing Unit Direct Financial Assistance to Homebuyers: 3 Households Assisted
Neighborhood Improvement	Non-Housing Community Development	Low-moderate income neighborhoods	Neighborhood Improvement	CDBG: \$64,366	Housing Code Enforcement/Fore-closed Property Care: 350 Household Housing Unit
Public Services	Homeless Non-Homeless Special Needs	City-wide	Public Services	CDBG: \$44,618	Public service activities for Low/Moderate Income Housing Benefit: 4000 Households Assisted

Plan Goals table #2

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	PORTAGE	Department of Community Development
CDBG Administrator	Christopher Forth, Interim Director	Department of Community Development

Table 1 – Responsible Agencies

The lead agency for the administration of CDBG program is the City of Portage Department of Community Development. As the lead agency, the City is responsible for overseeing the development and implementation of the 2016-2020 Consolidated Plan, Annual Action Plans, Analysis of Impediments to Fair Housing, and Consolidated Annual Performance Evaluation Reports. Department of Community Development staff provides administrative and planning support for the use of the federal funds and acts as the primary staff support to the Human Services Board (HSB). The HSB is a nine-member board and one Youth Advisory Committee liaison that advise the City Council on matters regarding human services, public transportation, and the CDBG program. Board activities involving the CDBG program include review and recommendation of annual program budgets - specifically human/public services, appeals of Housing Assistance Programs Guidelines, and review of planning and reporting documents required by HUD. The Board also ensures citizen participation in all phases of the federal grant planning and allocation process.

Consolidated Plan Public Contact Information

City of Portage, Department of Community Development
Attention: Christopher Forth , AICP, Interim Director
7900 South Westnedge Avenue, Portage, MI 49002
Telephone: 269-329-4474; Fax: 269-329-4506
Email: forthc@portagemi.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

As the lead agency, the City of Portage Department of Community Development coordinated the consultation required to complete 2020-21 Annual Action Plan and update of the Analysis of Impediments to Fair Housing. Department staff reached out to a wide network of community service and housing providers, government officials, business leaders, neighborhood representatives and residents.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Many of the local housing providers, health and mental health agencies, and homeless service providers are members of the HUD-required Kalamazoo County Continuum of Care, which is facilitated by the Kalamazoo LISC Affordable Housing Partnership (later in 2020, CoC responsibilities will be transferred to the United Way). Coordination between these agencies and the city occurs primarily through interaction of Continuum of Care Teams: Allocations and Accountability Team, HMIS Data Users Group and the Systems of Care Team.

The City of Portage also specifically consulted with various public service and housing providers, including the Fair Housing Center of Southwest Michigan, to collect and analyze data in the Needs Assessment and Market Analysis sections of the Consolidated Plan, the 2020-21 Annual Action Plan and update to the Analysis of Impediments to Fair Housing.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Portage participates on the Kalamazoo LISC Affordable Housing Partnership (AHP) by serving on the Continuum of Care Allocations and Accountability Team. The AHP is the facilitator of the Kalamazoo County Continuum of Care (CoC), which addresses issues relating to homelessness and the planning for and provision of services ranging from emergency shelter to permanent supportive housing. The AHP is comprised of numerous public and private entities including: local units of government, housing and supportive service providers, public and private funders, private sector representatives, consumer representatives, and advocacy groups. In addition to AHP involvement, the city is represented on the Advisory Board of the Fair Housing Center of Southwest Michigan in support of fair housing services, including education, complaint investigation and enforcement. Such participation is intended to enhance institutional structures not only for the implementation of the City of Portage Consolidated Plan, but the planning efforts of other local units of governments and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Although the City of Portage is not an Emergency Solutions Grant (ESG) recipient, the CoC was consulted during the development of the Consolidated Plan. Priorities, strategies and objectives from the Ten-Year Plan to End Homelessness were considered in the development of the Consolidated Plan.

As noted above, the City of Portage is a member of the CoC's Allocation and Accountability Team that also works with the Data Team and Systems of Care Team. The city's participation on this team allows the city to communicate with other community organizations that work to end homelessness and to have direct input in the development of strategies and goals of the CoC.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

The city specifically notified the Kalamazoo LISC Affordable Housing Partnership (AHP) and the Fair Housing Center of Southwest Michigan regarding the draft *2020-21 Annual Action Plan*. As noted above, the AHP is the facilitator of the Kalamazoo County CoC and is comprised of numerous public and private entities including: local units of government, housing and supportive service providers, public and private funders, private sector representatives, consumer representatives, and advocacy groups. The Fair Housing Center of Southwest Michigan provides fair housing education, planning and enforcement services within the community. Finally, the city provided notice of the draft planning documents to the Kalamazoo County Community Action Agency and Public Housing Commission, and current human/public service grantees, which include the Portage Community Center, Catholic Charities, Goodwill Industries, Gryphon Place, Housing Resources, Lending Hands, Kalamazoo Literacy Council and the YWCA.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Fair Housing Center of Southwest Michigan
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.
2	Agency/Group/Organization	Kalamazoo LISC Affordable Housing Partnership (AHP)
	Agency/Group/Organization Type	Services - Housing Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.
3	Agency/Group/Organization	Kalamazoo County Public Housing Commission
	Agency/Group/Organization Type	Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.
4	Agency/Group/Organization	Portage Community Center
	Agency/Group/Organization Type	Human Services

	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.
5	Agency/Group/Organization	Catholic Family Services
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.

6	Agency/Group/Organization	Gryphon Place
	Agency/Group/Organization Type	Human Services -2-1-1 Services
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.
7	Agency/Group/Organization	Housing Resources Inc.
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.

8	Agency/Group/Organization	Lending Hands
	Agency/Group/Organization Type	Services-Health and Human Services
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.
9	Agency/Group/Organization	YWCA of Kalamazoo
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence and human trafficking
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Outreach involved a variety of methods to inform public and private agencies of the efforts to update the Annual Action Plan, including notification via e-mails or letters, advertising public hearings via publication in the local newspaper and on the city web site, as well as an article in the municipal newsletter, the PORTAGER. It is anticipated that the community outreach will result in increased public input.
10	Agency/Group/Organization	Kalamazoo County Health & Community Services - Older Adult Services
	Agency/Group/Organization Type	Health Agency Other government
	What section of the Plan was addressed by Consultation?	2020-21 Annual Action Plan

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Portage did not exclude an agency from the consultation process that would have otherwise been able to provide input on development of the Consolidated Plan and the 2020-21 Annual Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kalamazoo LISC Affordable Housing Partnership	The goal is to end homelessness by providing permanent/supportive housing.
City of Portage Comprehensive Plan	City of Portage	The goals concerning housing and human/public service needs are similar.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation was a key component in the development of the *2020-21 Annual Action Plan*. The *2016-2020 Consolidated Plan* includes a Citizen Participation Plan that: summarizes outreach efforts to engage the public and provides a list of locations where information and copies of the plan can be obtained; explains the provision of technical assistance, if needed; and the process to submit complaints or grievances. As noted in the Citizen Participation Plan, public input is encouraged through timely public notices, public hearings and publication of information relating to proposed Community Development Block Grant activities. Notices and agendas are published and/or posted at least seven days before the date of all public meetings, as well as direct mailings to agencies and interested groups. All meetings are held at City Hall, which is centrally located in the community and accessible to all persons, including disabled persons. If special accommodations are necessary for participation of a physically disabled or non-English speaking person in the Consolidated Planning process, the city will provide the appropriate accommodations.

A minimum of two public hearings are held prior to the submission of the *2020-21 Annual Action Plan* to HUD to allow for comment on community development needs, housing priorities, as well as fair housing within Portage. The first public hearing was held on February 6, 2020 and provided an opportunity for citizens, community groups and/or agencies to comment on a draft housing and community development needs identified in the Consolidated Plan as well as fair housing issues in the community. Following this public hearing, a draft of the *2020-21 Annual Action Plan* was prepared. The 30-day public comment period began on March 1, 2020 and ended on April 2, 2020 when the Human Services Board conducted a second public hearing on the draft *2020-21 Annual Action Plan*. The draft *Annual Action Plan* will be presented to City Council for review at the April 21, 2020 Budget Work Session.

On March 27, 2020, the city received notice from HUD regarding the final entitlement grant amount of \$221,794 for FY2020-21), which is \$1,316 less than the FY2020-21 estimate of \$223,110 indicated in the draft FY2020-21 Annual Action Plan. During the April 2, 2020 public hearing, it was stated the final entitlement grant amount was just received and the final budget amount would be adjusted accordingly by reducing grant administration.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response / attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/ broad community	On January 16, 2020 the Human Services Board held a public meeting to hear presentations from applicants for human service funding from the CDBG Program and General Fund.	Comments from the Human Services Board and public are reflected in the Appendix.	No comments were not accepted.	https://www.portage.mi.gov/180/Human-Services-Board
2	Public Hearing	Non-targeted/ broad community	On February 6, 2020 the Human Services Board held a public hearing to receive an overview of identified housing and community development needs within the Consolidated Plan, reviewed past grant performance and the schedule for preparing the Annual Action Plan.	Comments from the Human Services Board and public are reflected in the Appendix.	No comments were not accepted.	https://www.portage.mi.gov/180/Human-Services-Board
4	Public Hearing	Non-targeted/ broad community	On April 2, 2020 the Human Services Board will hold a public hearing to receive comments on the draft Annual Action Plan.	Comments from the Human Services Board and public will be reflected in the Appendix.	No comments were not accepted.	https://www.portage.mi.gov/180/Human-Services-Board

Sort Order	Mode of Outreach	Target of Outreach	Summary of response / attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-targeted/ broad community	On April 21, 2020 City Council held a budget work session to review the draft Annual Action Plan.	No public comments were received	No comments were not accepted.	
6	Public Meeting	Non-targeted/ broad community	On May 12, 2020 City Council held a public meeting to review the final Annual Action Plan.	No public comments were received	No comments were not accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Portage anticipates receiving \$1.46 million in CDBG Program funds over the five-year strategic plan period, derived from annual entitlement grant funds and anticipated program income. These funds will be used to address priority needs identified in the Strategic Plan. For FY 2020-21, the city has developed a budget of \$346,794, which includes an entitlement grant amount of \$221,794, plus anticipated program income during the fiscal year and prior year resources.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$221,794	\$50,000	\$75,000	\$346,794	\$12,000	CDBG Program funds will be used to address priority needs identified in the Strategic Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In addition to CDBG Program funds directly available to the City of Portage, additional funding from HUD and MSHDA is secured to address homelessness and provide permanent supportive housing through the Kalamazoo County Continuum of Care. In a typical year, approximately \$1.6 million in McKinney-Vento Supportive Housing Program Funds are awarded by HUD and approximately \$523,000 in Emergency Solutions Grant funds are awarded by MSHDA to non-profit agencies that serve Portage residents. As of November 2015, the Kalamazoo County Public Housing Commission also generates an additional \$8-900,000 annually for temporary housing assistance, funding for which was garnered through a six-year county-wide millage. Renewal of this millage is expected in November 2020. Also, the City of Portage

contributes .65% of the general fund budget to support local human public service agencies. Finally, direct recipients and sub-recipients of CDBG Program funding leverage federal funding with private and public funding to increase the impact of CDBG Program activities and assist in addressing priority needs within the community.

While there are no specific matching requirements for the CDBG Program, leveraging of private and public funds with CDBG Program funding will be tracked and reported annually through the Consolidated Annual Performance Evaluation Report (CAPER).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Portage generally does not intend to use publically owned land to address priority needs identified in the plan. As noted above, Non-Housing Community Development needs are primarily addressed through the city's Capital Improvement Program. However, there may be some limited use of CDBG Program funds for small-scale capital improvement projects such as sidewalk repairs and/or neighborhood park improvements within low-moderate income neighborhoods. In such cases, city owned public street right-of-way and parkland may be utilized concurrent with a CDBG Program funded activity.

Discussion

The anticipated resources noted above and efforts to leverage other private and public funding are estimated. The success of the Strategic Plan and Annual Action Plan accomplishments are largely dependent on actual funding received and available to the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Owner Housing	2016	2020	Affordable Housing		Affordable Owner Housing	CDBG: \$192,896	Homeowner Housing Rehabilitated: 12 Household Housing Unit Direct Financial Assistance to Homebuyers: 3 Households Assisted
2	Neighborhood Improvement	2016	2020	Non-Housing Community Development		Neighborhood Improvement	CDBG: \$64,366	Housing Code Enforcement/Foreclosed Property Care: 350 Household Housing Unit
3	Public Services	2016	2020	Homeless Non-Homeless Special Needs		Public Services	CDBG: \$44,618	Public service activities for Low/Moderate Income Housing Benefit: 4000 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Owner Housing
	Goal Description	Affordable Owner Housing efforts will include: • <u>Owner-occupied Housing Rehabilitation Program</u>: CDBG Program funds will be provided to assist low-income home owners with emergency repairs and housing rehabilitation improvements on a city-wide basis through grants, and zero or low-interest deferred loans. • <u>Home Buyer Assistance Program</u>: CDBG Program funds will be provided to assist low-income households with purchasing homes in eligible neighborhoods. No interest deferred loans will be provided to home buyers to cover up to 50% of the required down payment and closing costs. Up to \$3,000 per household will be generally provided, while up to \$5,000 per household will be provided for purchases of bank-owned foreclosed homes or previously renter-occupied homes.
2	Goal Name	Neighborhood Improvement
	Goal Description	Neighborhood Improvement efforts to include code administration and enforcement within low-moderate income neighborhoods that aid in the prevention and elimination of blight.
3	Goal Name	Public Services
	Goal Description	Public services will be provided to low-income households through a local public service agency, the Portage Community Center. Funding to be provided from the CDBG Program will assist low-income Portage residents with emergency assistance (food and financial assistance), transportation assistance and youth recreation scholarships. In addition to CDBG Program assistance, an additional \$174,252 in General Fund monies will be awarded to 12 other local public service agencies that provide: homelessness prevention and rapid re-housing assistance; emergency shelter and transitional housing to families, unaccompanied youth and victims of domestic violence and/or sexual assault and/or human trafficking; a 24-hour public services information/referral service; literacy educational services, individual counselling and case management services, children's diapers, food, new athletic shoes for school aged children and a medical equipment loan program for persons with disabilities.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following specific CDBG Program projects are proposed for FY 2020-21.

Projects

#	Project Name
1	OWNER-OCCUPIED HOUSING REHABILITATION
2	DOWN PAYMENT ASSISTANCE - OWNER-OCCUPIED HOUSING
3	HUMAN/PUBLIC SERVICES-PORTAGE COMMUNITY CENTER
4	NEIGHBORHOOD IMPROVEMENT-CODE ADMINISTRATION & ENFORCEMENT
5	PLANNING/ADMINISTRATION

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects proposed are consistent with the priority needs and goals identified in the Strategic Plan.

AP-38 Project Summary

Project Summary Information

1	Project Name	OWNER-OCCUPIED HOUSING REHABILITATION
	Target Area	Not applicable
	Goals Supported	Affordable Owner Housing
	Needs Addressed	Affordable Owner Housing
	Funding	CDBG: \$182,896
	Description	Scattered site housing rehabilitation (deferred loans) and emergency repair (grants) activities within the City of Portage.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 12 projects will be completed during FY 2020-21.
	Location Description	Housing units to be assisted are scattered sites throughout the city. Actual project locations are based on applications received and approved.
2	Planned Activities	Activities will include emergency repair grants to address housing conditions that pose an immediate threat to the health and safety of the occupants, whereas housing rehabilitation activities will be accomplished via no interest and low-interest deferred loans. Housing rehabilitation activities will include improvements to the exterior and interior of homes including roofing, doors, windows, siding, weatherization, plumbing, electrical and mechanical improvements, accessibility improvements and other repairs to address code deficiencies within owner-occupied housing units.
	Project Name	DOWN PAYMENT ASSISTANCE - OWNER-OCCUPIED HOUSING
	Target Area	Not applicable
	Goals Supported	Affordable Owner Housing
	Needs Addressed	Affordable Owner Housing
	Funding	CDBG: \$10,000
	Description	Homebuyer assistance (deferred loans) for purchase of owner-occupied housing in Portage neighborhoods, city-wide.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that three households will receive assistance during FY 2020-21.
	Location Description	Housing to be purchased are scattered sites throughout the city. Actual project locations are based on applications received and approved.
	Planned Activities	Low-income home buyers will be assisted with up to 50% of a required down payment and closing costs to purchase a home in Portage. Up to \$3,000 will be provided per housing unit, whereas additional assistance of up to \$5,000 will be provided to home buyers purchasing a bank-owned foreclosed home or a previously renter-occupied home.
3	Project Name	HUMAN/PUBLIC SERVICES-PORTAGE COMMUNITY CENTER
	Target Area	Not applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$44,618
	Description	Human/public services including provision of emergency assistance, transportation assistance and youth recreation scholarships to low-income Portage households. Services provided by sub recipient Portage Community Center.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 4,000 Portage residents will receive assistance during FY 2020-21.
	Location Description	Services will be provided by the Portage Community Center primarily located at 325 East Centre Avenue.
	Planned Activities	The Portage Community Center will provide Emergency Assistance (comprised of food, financial assistance and clothing), transportation assistance and youth recreation scholarships to low-income Portage households who are at risk and vulnerable.
4	Project Name	NEIGHBORHOOD IMPROVEMENT-CODE ADMINISTRATION & ENFORCEMENT
	Target Area	Low-moderate income upper quartile neighborhoods
	Goals Supported	Neighborhood Improvement
	Needs Addressed	Neighborhood Improvement

	Funding	CDBG: \$64,366
	Description	Neighborhood Improvement - Code Administration and Enforcement within targeted low-moderate income Portage neighborhoods.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 350 community quality cases will be addressed during FY 2020-21.
	Location Description	Code Administration and Enforcement funded with CDBG Program funds will occur within upper quartile low-moderate income Portage neighborhoods.
	Planned Activities	Neighborhood Improvement - Code Administration and Enforcement activities include efforts to aid in the prevention and elimination of blight. Activities include responses to citizen complaints and proactive neighborhood monitoring to protect and improve neighborhood quality of life, including code compliance efforts relating to the Community Quality and Housing/Property Maintenance codes of the City of Portage.
5	Project Name	PLANNING/ADMINISTRATION
	Target Area	Not applicable
	Goals Supported	Not applicable
	Needs Addressed	Not applicable
	Funding	CDBG: \$26,230 plus \$18,684 for Consolidated Plan Update
	Description	CDBG Program Planning and Administration: FY 2020-21 Consolidated Annual Performance Evaluation Report, FY 2021-22 Annual Action Plan, semi-annual Labor Relations Report, annual Contract and Subcontractor Report, IDIS reporting, Environmental Review Record, participation on Kalamazoo County Continuum of Care, Fair Housing activities and preparation of the 2021-2025 Consolidated Plan.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Grant planning and administration does not provide a direct benefit to Portage residents. However, these activities are required to receive CDBG Program funds, and allow for 87% of grant funds to be used to benefit families and neighborhoods throughout the community.

	Location Description	Grant planning and administration activities are carried out at Portage City Hall, 7900 South Westnedge Avenue. Fair Housing activities are also carried out by the Fair Housing Center of Southwest Michigan, which is located at 405 West Michigan Avenue, Suite 6, Kalamazoo, Michigan.
	Planned Activities	Planning and grant administration activities to include the preparation of the FY 2020-21 Consolidated Annual Performance Evaluation Report, FY 2021-22 Annual Action Plan, semi-annual Labor Relations Report, annual Contract and Subcontractor Report, IDIS reporting, Environmental Review Record, participation on the Kalamazoo County Continuum of Care and Fair Housing activities. and preparation of the 2021-2025 Consolidated Plan.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Neighborhood Improvement efforts including code administration and enforcement will be directed within low-moderate income neighborhoods, as shown on Map 1. This targeting of funds equates to 18% of the FY 2020-21 budget. The Home Buyer Assistance Program was previously directed to upper quartile low-moderate income neighborhoods. However, during the review of the Analysis of Impediments to Fair Housing, it has been determined to provide home buyer assistance on a city-wide basis versus targeting assistance to upper quartile low-moderate income neighborhoods.

Owner-occupied housing improvement programs and human/public services will be offered on a city-wide basis to eligible low-income households.

Geographic Distribution

Target Area	Percentage of Funds
Code Administration and Enforcement – see Map 1	18%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Neighborhood improvement activities that have an area-wide benefit must be allocated to designated low-moderate income neighborhoods. Such efforts supplement and enhance housing assistance programs also offered through the CDBG Program, as well as capital improvement projects periodically funded with CDBG funds, but most frequently funded via the city's Capital Improvement Program.

Discussion

Efforts to target resources to achieve greater results through program implementation will be considered during the development of each Annual Action Plan over the five-year plan period.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As noted in the Strategic Plan, the following strategies will be utilized to address affordable housing:

- Continue to participate on the Kalamazoo LISC Affordable Housing Partnership and other regional initiatives to address affordable housing issue throughout Kalamazoo County.
- Continue Home Buyer Assistance through the CDBG Housing Program to increase affordable home ownership opportunities for low-income households;
- Pursue opportunities to facilitate affordable rental housing by: 1) partnering with housing developers by providing CDBG Program funding and/or tax abatement/PILOTs through the city General Fund;
- Annually review development regulations, fees and other city code requirements that may create barriers to affordable and fair housing;
- Continue General Fund and CDBG Program funding to support the provision of public services to low income individuals.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	15

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	12
Acquisition of Existing Units	3
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

In addition to the housing assistance programs funded through the CDBG Program, public service funding will be provided through both the CDBG Program and city General Fund to provide assistance to public service agencies that provide homelessness prevention, rapid rehousing and tenant based rental assistance.

AP-60 Public Housing – 91.220(h)

Introduction

As noted in the Strategic Plan, the City of Portage does not have a Public Housing Authority (PHA) and has no public housing units. Furthermore, Kalamazoo County does not have a PHA and therefore, the Michigan State Housing Development Authority (MSHDA) serves as the PHA for Kalamazoo County. In 2002, however, Kalamazoo County did create a Public Housing Commission (PHC) that has provided tenant based rental assistance within Kalamazoo County as resources were available. Since the passage of a six-year county-wide housing millage in November 2015, the Kalamazoo County Public Housing Commission generates approximately \$8-900,000 annually for temporary tenant based rental housing assistance to homeless families with school-aged children.

Actions planned during the next year to address the needs to public housing

The City of Portage will continue to consult with MSHDA Housing Choice Voucher agents and the Kalamazoo County PHC on issues relevant to public housing and decent, affordable housing in general. In addition, the City of Portage will continue to actively participate on the Kalamazoo LISC Affordable Housing Partnership (AHP), which also facilitates the Kalamazoo County CoC.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

As noted above, city staff actively participate on the AHP, and efforts to promote awareness of the City of Portage Home Buyer Assistance program will be ongoing.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

The City of Portage will seek opportunities to work with public housing residents, MSHDA and the Kalamazoo County Public Housing Commission to enhance affordable rental housing opportunities within the city.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As noted in the Strategic Plan, the City of Portage actively participates in the CoC and its efforts to address homelessness in the community and the following actions are proposed to address homelessness in during FY 2020-21.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City of Portage staff will assist the CoC in the annual Point-in-time homeless count and will provide data regarding unsheltered homeless persons documented within the community. In addition, as noted in the Strategic Plan, city staff will continue to directly engage with homeless persons and provide information and referral through distribution of the Quick Reference Help Guide and other assistance in connecting people in need with emergency resources such as medical assistance, emergency shelter, and other assistance as determined appropriate. In addition, city staff will work collaboratively with the staff of the Public Housing Commission and Portage Public Schools to connect homeless families with school-aged children with temporary tenant based rental assistance.

Addressing the emergency shelter and transitional housing needs of homeless persons

As noted in the Strategic Plan, the City of Portage has endorsed the CoC Ten Year Plan to End Homelessness, and the key strategies of this plan. In this regard, CDBG Program and General Fund monies will be allocated towards homeless services, including emergency shelter, homelessness prevention and rapid re-housing for families, unaccompanied youth and victims of domestic violence and/or sexual assault. In addition to direct services to homeless persons, funding will also be provided to the Gryphon Place which is a portal to specialized support services related to homelessness prevention (such as the Eviction Diversion Program) and other services to assist persons in need.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As noted above, the city does not directly provide services through its CDBG Program for homelessness, but does provide both CDBG Program funds and General Fund monies to public service agencies that provide a variety of assistance to homeless persons. In addition, the city actively participates on the CoC, which engages in planning and implementation efforts to improve the outcomes of services provided to homeless persons in the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-

income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

As noted above, the city does not directly provide services through its CDBG Program for homelessness, but does provide both CDBG Program funds and General Fund monies to public service agencies that provide a variety of assistance to homeless persons. In addition, the city actively participates on the CoC, which has developed policies and procedures intended to improve the outcome of persons discharged from various institutions and prevent further homelessness.

Discussion

Homelessness is a continuing priority need and the City of Portage will continue to allocate CDBG Program and General Fund resources towards addressing this issue and improving outcomes.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The following strategies will be undertaken during the plan period to address affordable housing:

- Continue to participate on the Kalamazoo LISC Affordable Housing Partnership and other regional initiatives to address affordable housing issue throughout Kalamazoo County.
- Continue Home Buyer Assistance through the CDBG Housing Program to increase affordable home ownership opportunities for low-income households;
- Pursue opportunities to facilitate affordable rental housing by: 1) partnering with housing developers by providing CDBG Program funding and/or tax abatement/PILOTs through the city General Fund;
- Annually review development regulations, fees and other city code requirements that may create barriers to affordable and fair housing;
- Continue General Fund and CDBG Program funding to support the provision of public services to low income individuals.

Discussion:

As noted in the Strategic Plan, affordable housing for low-income renters and owners within the city is a priority need and efforts to reduce barriers and increase access to affordable housing is an ongoing priority of the community.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

The specific projects planned within the Annual Action Plan are intended to assist unserved needs within the community. In addition, the city will continue to serve on the Kalamazoo County CoC to improve the access to and delivery of services to persons in need.

Actions planned to foster and maintain affordable housing

As noted above, the city will assist low-income homeowners with housing maintenance and emergency repairs and offer home buyer assistance program within the community. In addition, partnerships with housing developers will be pursued on an annual basis to increase the supply and improve the condition of affordable rental housing.

Actions planned to reduce lead-based paint hazards

The city will continue educational efforts to inform residents of lead-based paint hazards in general. In particular, all CDBG Program housing assistance program participants will receive specific notice regarding lead-based paint hazards and all contractors will be required to adhere to lead-based paint safe work practices before, during and after all home improvement projects.

Actions planned to reduce the number of poverty-level families

As noted above, the city will allocate resources from the CDBG Program and General Fund to address the needs of residents and families living at or below poverty. Housing assistance programs, public services and tax exemptions and household tax relief are examples of actions to be taken by the City of Portage.

Actions planned to develop institutional structure

The City of Portage Department of Community Development will continue as the long-established lead agency with regard to planning and implementation of programs and activities noted in the Strategic Plan and Annual Action Plan. Efforts to strengthen gaps will be pursued as identified.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Portage will continue to actively serve on the Kalamazoo County CoC, work closely with public service and housing assistance agencies, as well as the Kalamazoo County Public Housing Commission and MSHDA.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	50,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	75,000
5. The amount of income from float-funded activities	0
Total Program Income:	125,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	87%

In addition to the CDBG Program estimated entitlement grant amount of \$221,794, it is anticipated that \$50,000 in program income will be received during FY 2020-21. Furthermore, \$75,000 in unexpended funds available at the end of FY 2019-2020 will also be allocated for expenditure on CDBG Program project during FY 2020-21 for a total budget of \$346,794.

Attachments

Citizen Participation Comments

January 16, 2020 Human Services Board: Presentations by FY 20-21 Human Public Service Grant Applicants - Presentations were heard from representatives of each of the twelve grant applicants. Representatives provided background information on their respective agencies as well as furnished data regarding previous performance and anticipated benefits to Portage residents from programs for which funding is being requested. Board members were given the opportunity to ask questions of each applicant and several questions from Board members were addressed by applicants. The twelve agencies and representatives who presented information were: Catholic Charities – Kerry Williams; Gryphon Place – Brittany Hamann; Housing Resources – Jacob Beach; Kalamazoo Literacy Council – Michael Evans; Lending Hands – Lucinda Stinson; YWCA – Sheri Brockway; Portage Community Center – Chris Buckley; Twelve Baskets – William Steger; Kalamazoo Loaves and Fishes – Herb Boyer; First Day Shoe Fund – Andrea Macklin; Diapers & Etc. – Michelle Fakler; Community Healing Centers – Mike Pioch

February 6, 2020 Human Services Board: Public Hearing Community Development Block Grant Program - Henson moved and Kolodzieczyk supported motion to open public hearing. McCoy presented a summary of the Community Development Needs that will be utilized in developing the upcoming FY 20-21 CDBG Annual Action Plan. Included in the presentation was demographic information for residents of Portage regarding population, median income, homelessness, disabilities, cost and condition of housing and housing needs by race and ethnicity. Information regarding strategic planning to address these issues along with annual goals and prior year performance was also presented. Finally, a review of the process and timeline for preparation and submittal of the required CDBG Annual Action Plan was outlined. Several questions by Board members were answered by staff throughout the presentation regarding specific details of the information presented. No comments were received from the public prior to or during the public hearing. Hanfland moved and Henson supported a motion to close the public hearing. Motion passed 7-0.

March 5, 2020 Human Services Board: FY 2020-21 Human Public Service Grant Applications: Chair Spalvieri summarized the funding recommendations as outlined in the February 14, 2020 Department of Community Development staff report. The recommendation was formulated after review of the applications, ranking of each by Board members and staff and discussions during the at the February 6, 2020 and February 20, 2020 meetings. Spalvieri noted that the recommendations outlined in the staff report were consistent with the February 20, 2020 Board recommended funding amounts. There being no further discussion, a motion was offered by Mirza, supported by Kokkinos, to recommend to City Council that the FY2020-21 Human Public Service grant applicants be funded as recommended in the Department of Community Development staff report dated February 14, 2020. Motion passed 5-0.

April 2, 2020 Human Services Board: Public Hearing Community Development Block Grant Program - FY 2020-21 CDBG Annual Action Plan Public Hearing: Spalvieri stated that the next order of business was to conduct a public hearing for the FY 2020-21 CDBG Annual Action Plan. Upshaw moved and Mwanda supported a motion to open the public hearing. Motion passed 7-0. McCoy presented a summary and overview of the content, purpose and requirements of the plan and the steps that had been previously completed including published notices and public input. It was noted that the new plan is very similar to the previous fiscal year with the same components including housing rehabilitation, home buyer assistance, neighborhood improvements and code enforcement, human/public services and grant administration and fair housing activities. Additionally, funding is also similar with the exception of an estimated \$20,000 expenditure in the administration category for a consultant to complete an update of the Consolidated Plan.

McCoy indicated the city had just been notified that the actual CDBG entitlement amount for the upcoming fiscal year would be \$1,316 less than the estimated amount reflected in the draft action plan. The final budget would be revised accordingly, most likely by reducing the grant administration budget by \$1,316. There were no comments or questions from Board members on this item and no public comments regarding the FY 2020-21 Draft Annual Action Plan were received prior to or during the public hearing. Kolodzieczyk moved and Hanfland supported a motion to close the public hearing. Motion passed 7-0

May 12, 2020 City Council: Public meeting for Community Development Block Grant Program - FY 2020-21 CDBG Annual Action Plan:

Proof of Publication

STATE OF MICHIGAN)
County of Kalamazoo

ss

Dawn Suttrop

Being duly sworn deposes and say he/she is Principal Clerk of



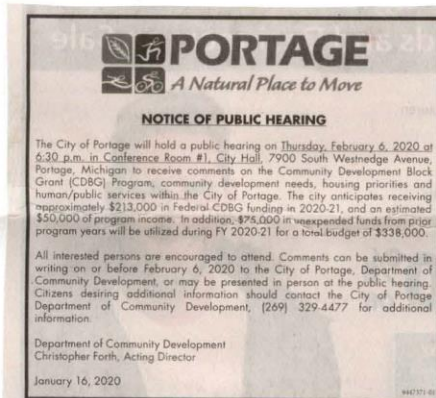
THE KALAMAZOO GAZETTE
DAILY EDITION

a newspaper published and circulated in the County of Kalamazoo and otherwise qualified according to Supreme Court Rule; and that the annexed notice, taken from said paper, has been duly published in said paper on the following day(day(s))

January 16 A.D. 20 *20*

Sworn to and subscribed before me this *16th* day of *January* 20 *20*

Janice M. DeGraaf
JANICE M. DEGRAAF
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Oct 3, 2020
ACTING IN COUNTY OF *Kent*



STATE OF MICHIGAN)
County of Kalamazoo

ss Dawn Buttorf

Being duly sworn deposes and say he/she is Principal Clerk of



THE KALAMAZOO GAZETTE

DAILY EDITION

a newspaper published and circulated in the County of Kalamazoo and otherwise qualified according to Supreme Court Rule; and that the annexed notice, taken from said paper, has been duly published in said paper on the following day(day(s))

March 1 A.D. 20 20

Sworn to and subscribed before me this 2 day of March 20 20

Notice of Availability - City of
Portage
FY 2020-21 Annual Action
Plan
And Notice of Public Hearing
The draft Community Develop-
ment Block Grant (CDBG)
Program FY 2020-21 Annual
Action Plan, has been pre-
pared as required by the U.S.
Department of Housing and
Urban Development (HUD)
for communities receiving
federal funding through the
CDBG Entitlement grant pro-
gram. The draft Annual Ac-
tion Plan, which is an ele-
ment of the Consolidated
Plan, outlines proposed pro-
jects that will be undertaken
with the \$338,000 in CDBG
funding estimated to be
available to the City of Portage
for FY 2020-21 from
HUD, including anticipated
program income and unso-
rceped funds from prior pro-
gram years. For FY 2020-21,
projects/expenditures are:

Housing Rehabilitation Assis-
tance Program \$382,690
Down Payment Assistance
Program \$16,600
Neighborhood Improvement-
Code Administration and En-
forcement \$24,305
Human/Publi Services
\$11,510
Grant Administration and Pub-
lic Housing Activities \$46,230
TOTAL \$546,110
The above draft document is
available for review at the
following locations:
• Department of Community
Development, 7900 South
Westhedge Avenue, Portage,
MI 49012
• Portage District Library, 300
Library Lane, Portage, MI
49017
• Portage Senior Center, 320
Library Lane, Portage, MI
49012
• Portage Community Center,
325 East Center Avenue,
Portage, MI 49012
• City of Portage web site: <http://cityofportage.mi.gov/2915/Strategic-Plan>
Comments can be submitted
in writing on or before noon
on Thursday, April 2, 2020 to
the City of Portage, Depart-
ment of Community Develop-
ment, 7900 South
Westhedge Avenue, or may
be presented in person at a
Public Hearing that will be
held at 6:30 p.m. on Thurs-
day, April 2, 2020 in Confer-
ence Room 21, City Hall,
7900 South Westhedge Ave-
nue, Portage, MI 49012. For
additional information,
please contact the Department
of Community Develop-
ment at 268-379-4677 or
268-329-4466.
Chris Firth, Interim Director
Department of Community
Development

James M. DeYoung
JAMES M. DEYOUNG
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES 06/13/2020
ACTING IN COUNTY OF Kent

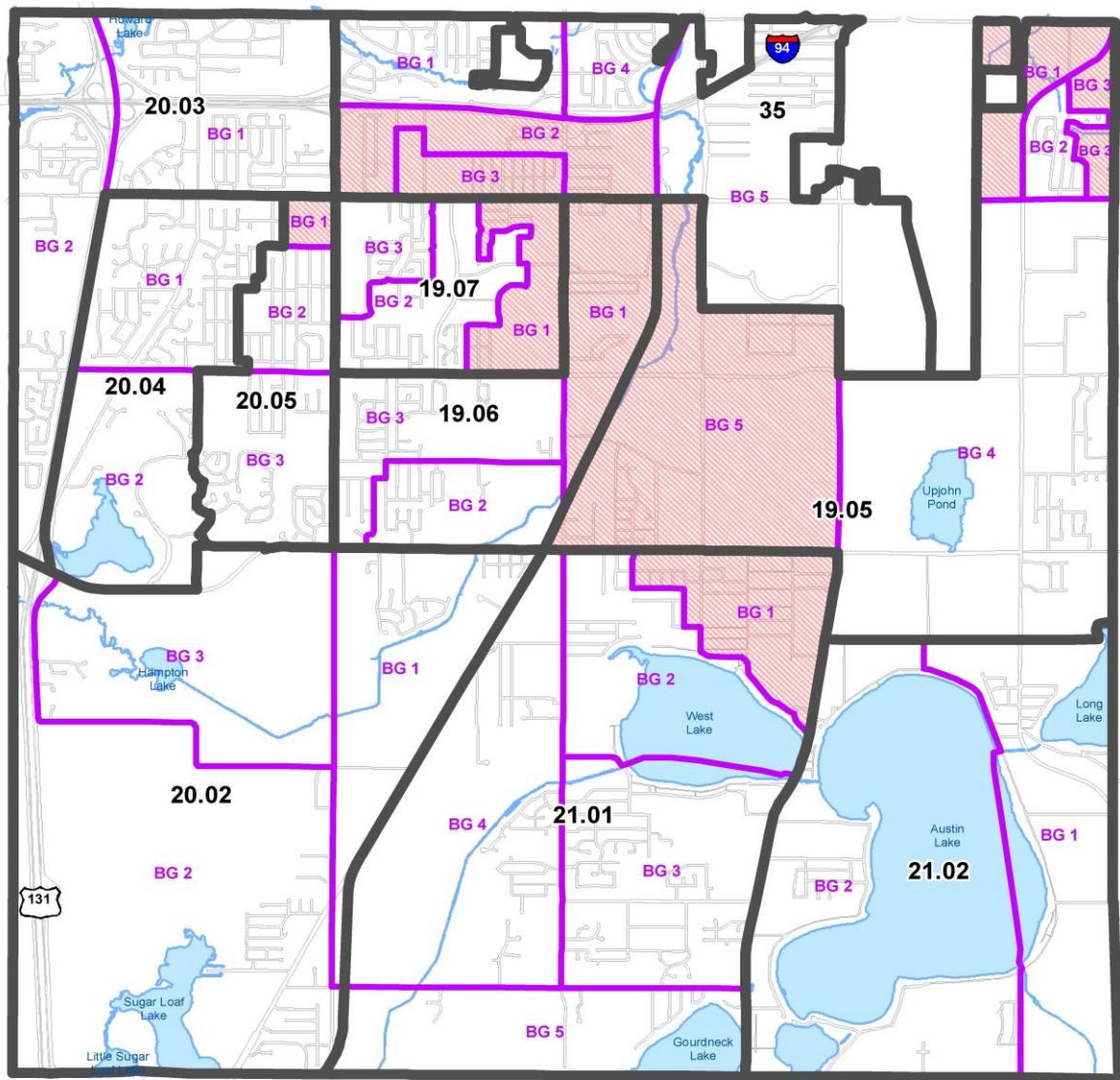




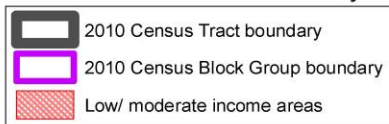
Map #1

Low/Moderate Income Neighborhoods

Census Tract / Block Group Map *



*At least 43.6% of households are low to moderate income in shaded areas, based on 2006-2010 American Community Survey Data.



0 2,000 4,000 8,000
Feet

Grantee SF-424's and Certification(s)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application * 2. Type of Application: ☒ New ☐ Continuation ☐ Revision * If Revision, select appropriate letter(s): * Other (Specify): 		
* 3. Date Received: Completed by Grants.gov upon submission.		4. Applicant Identifier:
5a. Federal Entity Identifier: 		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Portage, Michigan		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 38-6006266		* c. Organizational DUNS: 095943411000
d. Address:		
* Street1: 7900 South Westnedge Avenue		
Street2:		
* City: Portage		
County/Parish: Kalamazoo		
* State: Michigan		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 49002		
e. Organizational Unit:		
Department Name: Community Development		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. * First Name: Chris		
Middle Name:		
* Last Name: Forth		
Suffix: AICP		
Title: Community Development Interim Director		
Organizational Affiliation: 		
* Telephone Number: 269-329-4474		Fax Number: 269-329-4506
* Email: forthc@portagemi.gov		

Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type: C: City or Township Government9017 Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: * Other (specify):			
* 10. Name of Federal Agency: US Department of Housing and Urban Development			
11. Catalog of Federal Domestic Assistance Number: 14-218 CFDA Title: Community Development Block Grant Program			
* 12. Funding Opportunity Number: 14-218 * Title: Community Development Block Grant Program			
13. Competition Identification Number: Title:			
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment			
* 15. Descriptive Title of Applicant's Project: 2020-2021 Annual Action Plan; 1) Owner-occupied Housing Rehabilitation; 2) Home Buyer Assistance Program; 3) Human Services; 4) Code Administration and Enforcement; 5) Grant Admin/Planing/Fair Housing			
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments			

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: MI-006	* b. Program/Project: MI-006
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 7/1/2020	* b. End Date: 6/30/202
18. Estimated Funding (\$):	
* a. Federal	223,110.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	75,000.00
* f. Program Income	50,000.00
* g. TOTAL	348,110.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .	
☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☐ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	* First Name: Joe
Middle Name:	
* Last Name: LaMargo	
Suffix:	
* Title: City Manager	
* Telephone Number: 329-329-4400	Fax Number: 269-329-4506
* Email: lamargoj@portagemi.gov	
* Signature of Authorized Representative:	* Date Signed:

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: FY 2018-19 Downtown Development Authority Annual Financial Report

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

ACTION RECOMMENDED: Accept the FY 2018-19 Downtown Development Authority Annual Financial Report.

The Portage Downtown Development Authority (DDA) met on April 23, 2020 to review and approve the attached resolution conveying the Annual Financial Report for FY 2018-19 to City Council and the State Tax Commission. As background, the DDA was established in 1998 and tax increment revenue was utilized to fund infrastructure improvements in 1998, 2003 and 2011. All improvement projects are now complete, including the 2011 projects which realigned Trade Centre Way and West Fork Crossing and improved the South Westnedge Avenue and associated activities. As a result of the 2011 projects, development of Marriott and Hilton hotels, 5-story office building and the Black Rock Bar and Grill have been completed.

The revenue collected in FY 2018-19 was more than debt expenditures. As shown in the Revenues, Expenditures and Changes in Fund Balances table at the end of the report, revenues exceeded expenditures by \$74,719. During the year, the outstanding balance of the DDA 2003 bond series was refunded to realize a savings of \$138,028. After a transfer out of \$104,285 (to cover the Special Assessment for the 2011 public improvement project as provided in the Phase III development agreement), the fund balance at the end of FY2018-2019 was \$348,285.

It is recommended that City Council accept the FY 2018-19 Downtown Development Authority Annual Financial Report.

FUNDING: Not applicable

Attachments:

1. Community Development report, Resolution and Annual Financial Report
2. April 23, 2020 DDA meeting minutes (draft)

TO: Downtown Development Authority Board of Directors**DATE:** April 17, 2020**FROM:** Christopher Forth, Authority Director**SUBJECT:** FY2018-2019 Annual Financial Report

Attached is a resolution to approve and authorize transmission of the FY2018-2019 Annual Financial Report to the City Council and State Tax Commission. The Annual Financial Report includes final audited information for the fiscal year and is attached as Appendix A to the resolution. The annual report is only transmitted after the Board has had the opportunity to review the applicable annual audit information for the City of Portage, which has been provided by the City of Portage Finance Director.

With regard to the annual report of activities, the public improvement projects that were funded in 1998, 2003 and 2011 are complete.

The revenue collected in FY2018-2019 was more than debt expenditures. As shown in the Revenues, Expenditures and Changes in Fund Balances table at the end of the report, revenues exceeded expenditures by \$74,719. During the year, the outstanding balance of the DDA 2003 bond series was refunded to realize a savings of \$138,028. After a transfer out of \$104,285 (to cover the Special Assessment for the 2011 public improvement project as provided in the Phase III development agreement), the fund balance at the end of FY2018-2019 was \$348,285. Unlike previous years when monies from the City of Portage General Fund were transferred to the DDA Fund to cover an anticipated deficit in revenues and maintain a suitable fund balance, captured revenues continue to exceed expenditures of 1) additional development within the DDA area and 2) increases in property values. For Board information, a total of \$250,000 was transferred from the General Fund to the DDA Fund in FY2014-2015, FY2015-2016 and FY2016-2017. Repayment from the DDA to the City of Portage General Fund is required and will be scheduled once outstanding DDA debt is further paid down.

Attached is a resolution approving and authorizing the transmission of the Financial Reports to the Portage City Council, and then subsequently to the State Tax Commission. Approval of the accompanying resolution is recommended.

Attachment: Resolution with Annual Financial Report

T:\COMMDEV\2019- 2020 Department Files\Board Files\DDA\FY2018-19 Annual Report\2020 04 17 CF DDA Board 2018-19 Annual Financial Report.docx

**CITY OF PORTAGE
DOWNTOWN DEVELOPMENT AUTHORITY**

At a scheduled virtual meeting of the Board of the Downtown Development Authority of the City of Portage, Michigan, held on April 23, 2020, at 8:00 a.m. there were:

PRESENT: Milks, Chrystal, Robinette, Quinn, Patterson, MacDonald, Hansen, Samuel and La Margo

ABSENT: Boyer

The following preamble and resolution were offered by Hansen and supported by La Margo:

**RESOLUTION APPROVING AND AUTHORIZING
THE TRANSMISSION OF THE FY 2018-2019 FINANCIAL
REPORT ON THE STATUS OF THE TAX INCREMENT
FINANCING PLAN**

WHEREAS, the Downtown Development Authority of the City of Portage (the "Authority") has been duly incorporated by the City of Portage (the "City") pursuant to Act No. 57 of the Public Acts of Michigan of 2018 (the "Act") and the Board of the Authority has been duly appointed and sworn into office; and

WHEREAS, the Authority is to transmit annually to the City Council of the City of Portage and the State Tax Commission a Financial Report on the Status of the Tax Increment Financing Plan which report shall include certain matters as required by Section 911 of the Act; and

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

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

1. The Financial Report on the Status of the Tax Increment Financing Plan attached hereto as Appendix A is approved.
2. The Director of the Authority is authorized to transmit said financial reports to the City Council of the City of Portage and the State Tax Commission.

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

YES: Milks, Chrystal, Robinette, Quinn, Patterson, MacDonald, Hansen, Samuel and La Margo

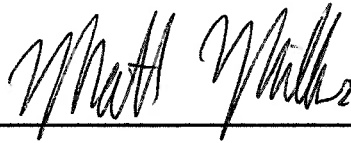
NO: None

ABSTAIN: None

THE RESOLUTION WAS DECLARED ADOPTED:

SECRETARY'S CERTIFICATE

The undersigned, being the duly qualified and acting Secretary of the Board of the Downtown Development Authority of the City of Portage, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board at a regular meeting held on April 23, 2020, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Board in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

A handwritten signature in cursive script, reading "Matt Milks", is written over a solid horizontal line.

Matt Milks, Secretary

Dated: April 23, 2020

Appendix A

ANNUAL FINANCIAL REPORT

**CITY OF PORTAGE
DOWNTOWN DEVELOPMENT AUTHORITY
for
FY 2018 - 2019**

As Approved by the Authority

on April 23, 2020

INTRODUCTION

As specified in PA 57 of 2018, the Downtown Development Authority Act provides government financing methods to eliminate property value deterioration within business districts and promote economic growth in communities. Of particular interest to the City of Portage are the provisions which allow tax increment financing to undertake public improvements in business districts in order to correct and prevent deterioration and stimulate business growth.

By way of example, the City of Portage has utilized this approach to construct public improvements on West Centre Avenue and Angling Road to facilitate construction of the Allen Testproducts Facility in 1985 (now occupied by several Borgess Medical related affiliates). Also, Portage utilized tax increment financing to construct several important infrastructure projects to assist Pfizer, Inc. (formerly Pharmacia & Upjohn) and the Stryker Corporation with significant development projects during the early 1990's and 2000's.

With the 1998 Community Investment Initiative, the City of Portage again utilized tax increment financing to construct public improvements that revitalized the north portion of South Westnedge Avenue, between Kilgore Road and I-94. This part of South Westnedge Avenue exhibited signs of deterioration and development and redevelopment activities by the private sector were hampered by lack of access, traffic concerns and existing utility infrastructure. With tax increment financing under the Downtown Development Authority Act, tax increment revenue from tax millage levied within a downtown development authority district by the City of Portage, Portage District Library, Kalamazoo County and Kalamazoo Valley Community College was captured and used to improve public infrastructure which benefited all of Kalamazoo County, including the business sector. In the future, other public improvements could also be proposed and undertaken by the Downtown Development Authority to further strengthen the local business sector within the district.

In 2003 and again in 2011, additional efforts to further stimulate private sector investment were initiated and the Development Plan/Tax Increment Finance Plan was amended. In 2003, additional property was acquired to facilitate public street, storm water retention, underground utility installation and related activities. In 2011, Trade Centre Way was realigned, the intersections of Trade Centre Way/West Fork Crossing and Trade Centre Way/South Westnedge Avenue were reconstructed, among other related public improvements. These additional street, utility and related public activities were included in the 2011 Amended DDA plan to promote development of additional vacant and underutilized land in the existing development area.

The purpose of the Tax Increment Financing Plan / Development Plan, per PA 57 of 2018 is to provide public improvements necessary for private sector investment. The property to which the Development Plan applies is the north portion of the South Westnedge Avenue Commercial Corridor. The area includes approximately 97 acres of land and is bounded by Kilgore Road on the north, the city of Kalamazoo well field to the west, I-94 to the south and the business zoning districts to the east of South Westnedge Avenue on the east.

Following are descriptions of the public improvements and activities undertaken in 1998, 2003 and 2011. The descriptions encompass several public improvements and activities that were completed to foster private sector investment in the DDA.

**1998 DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN – INFRASTRUCTURE
IMPROVEMENT PROJECTS (COMPLETED)**

Public Improvements	Original Estimated Time Required for Completion	Original Estimated Cost
1. Andy Avenue Extension Construct a new 1400 feet long and thirty-six foot wide public street intersecting South Westnedge Avenue at the Andy Avenue signalized intersection, with necessary storm water facilities. Repave 1000 feet of DeHaan Street with intersection improvements at South Westnedge Avenue.	12 months	\$487,000
2. DeHaan Drive Sanitary Sewer Relocation Relocate approximately 2100 feet of existing sanitary sewer trunk main located west of DeHaan Drive to the south, paralleling the I-94 right-of-way	12 months	\$307,000
3. South Westnedge Avenue Property Acquisition Purchase the property addressed along South Westnedge Avenue and DeHaan Drive which is necessary for the extension of Andy Avenue	12 Months	\$850,000

Note: Additional right-of-way and/or easements were provided by property owners for minimal consideration in order to construct the necessary public street and to relocate the sanitary sewer.

With regard to the identified projects, the Andy Avenue extension (Market Place) and repaving of DeHaan Drive was completed in 1999. The DeHaan Drive sanitary sewer relocation was subsequently completed in 1999. Finally, after lengthy litigation concerning the acquisition of land necessary for the construction of Market Place, the acquisition was completed in 2001. Bonds were subsequently sold in 2001 in the amount of \$3,100,000 to finance street improvements of \$521,342; sanitary sewer relocation of \$292,429; and property acquisition of \$2,286,229. (Lead underwriter was Morgan Stanley Dean Witter).

**2003 AMENDED DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN –
PROPERTY ACQUISITION AND PUBLIC IMPROVEMENT PROJECTS (COMPLETED)**

Public Improvements	Estimated Time Required for Completion	Estimated Cost
1. The acquisition of 5.44 acres of land for public street right-of-way and stormwater retention -	Fall 2003	\$909,000
2. The construction of an approximate 2200-foot long, 36-foot wide public cul-de-sac street, with pavement, curb and gutter, sidewalk, conduit for the installation of telecommunications fiber, street lighting and landscaping	Fall 2003/Spring 2004	\$689,000
3. The construction of public water main from the Milham Well Field to the DDA under I-94, to be looped with public water utilities in Holiday Lane	Fall 2003/ Spring 2004	\$300,000
4. To facilitate “way finding” by customers from South Westnedge and West Fork Crossing the financing and construction of identification sign at South Westnedge and orientation sign at West Fork Crossing	Summer 2004	\$30,000
5. The acquisition of 2.81 acres of land in the DeHaan Drive (now Trade Centre Way) and West Fork Crossing vicinity of the DDA for stormwater or other public use	2004	\$500,000
6. The annual maintenance, monitoring of the retention facility mitigation facility	Annually (Not Bonded)	\$5,000 (\$100,000 over 20 years)
Notes: The public right-of-way and storm water retention area purchased by the City of Portage through the DDA is immediately north of I-94. Wayfinding signs by H&G, LLC have been installed along South Westnedge Avenue and I-94.		

**2011 AMENDED DDA TAX INCREMENT FINANCE PLAN / DEVELOPMENT PLAN –
PROPERTY ACQUISITION AND PUBLIC IMPROVEMENT PROJECTS (COMPLETED)**

Public Improvements	Estimated Time Required for Completion	Estimated Cost
1. SWEPS project improvements: a) The widening of portions of South Westnedge Avenue from north of Market Place to Kilgore Road including related land acquisition, design, and street and utility construction activities. b) Traffic signal upgrades, overhead utility relocation activities, and access management activities along South Westnedge Avenue in the DDA district to facilitate safe and efficient traffic flow.	FY 2018/FY2020	\$1,250,000
2. Agreement to Purchase. The City agreed to purchase approximately 8,400 sq. ft. from the Developer to be used for public roadway purposes	Summer 2011	\$191,623
3. Trade Centre Way/West Fork Crossing/South Westnedge Avenue improvements: a) Trade Centre Way realigned and improved from South Westnedge Avenue west 900 feet to just west of West Fork Crossing. The realignment included curb and gutter, storm sewer, utility relocation, boulevards, first class road landscaping, lighting, fencing and related construction. b) West Fork Crossing realigned and improved to intersect with realigned Trade Centre Way easterly of the existing street intersection. The realignment and improvement matched existing West Fork Crossing street cross section characteristics. Private storm drainage will be relocated to adjacent property c) The Trade Centre Way and West Fork Crossing intersection reconstructed incorporating additional right-of-way from the State of Michigan. The intersection improvement matched existing Trade Centre Way and West Fork Crossing cross section characteristics. Excess public street right-of-way not necessary for reconstruction of Trade Centre Way and West Fork Crossing vacated/disposed of by the City. Former State of Michigan right-of-way retained by the City for transportation purposes.	Fall 2011	\$1,148,377

d) A portion of South Westnedge Avenue south of Trade Centre Way will be reconstructed to facilitate left turn-in and right turn-in movements from South Westnedge Avenue to Trade Centre Way and right turn-out movements from Trade Centre Way to South Westnedge Avenue. The improvements matched existing South Westnedge Avenue cross section characteristics.		
Note: The costs paid by City of Portage include: 1. SWEPS project improvements. 2. The Phase III Development Agreement with Trade Center Holdings, LLC and includes a planned land purchase and Trade Centre Way/West Fork Crossing/South Westnedge Avenue improvements contemplated to facilitate private investment to be accomplished by Trade Center Holdings, LLC. 3. With regard to the SWEP's Project Improvements, after additional study it was determined this project did not need to be completed in order to maintain traffic flow and safety along South Westnedge Avenue between Market Place.		

FINANCIAL INFORMATION

This Annual Financial Report has been prepared pursuant to Section 911 of PA 57 of 2018, as amended, the Recodified Tax Increment Financing Act. The Annual Financial Report is for FY2018-19 and contains the information required by the Act.

Section 15(3)(a): THE AMOUNT AND SOURCE OF REVENUE RECEIVED

Tax increment revenue	\$ 535,689
State shared revenue	11,476
Interest	10,977
Total	<u>\$ 558,142</u>

Section 15(3)(b): THE AMOUNT IN ANY BOND RESERVE ACCOUNT

In the DDA Debt Service Fund balance there is \$ 348,285

Section 15(3)(c): THE AMOUNT AND PURPOSE OF EXPENDITURES FROM THE ACCOUNT

Principal, interest and fees on related outstanding principal	\$ 404,138
Transfer for Special Assessment debt service	\$ 104,285
Total expenditures	\$ 508,423

Section 15(3)(d): THE AMOUNT OF PRINCIPAL AND INTEREST ON ANY OUTSTANDING BONDED INDEBTEDNESS OF AUTHORITY

\$3,930,114 as of June 30, 2019

1. Attached is a completed copy of the Michigan Department of Treasury Annual Report on Status of Tax Increment Financing Plan form for FY2018-2019. This information provides supporting documentation for this financial report.

Annual Report on Status of Tax Increment Financing Plan

Send completed form to: Treas-StateSharePropTaxes@michigan.gov Issued pursuant to 2018 PA 57, MCL 125.4911 Filing is required within 180 days of end of Authority's fiscal year 2018-2019	City of Portage DDA	TIF Plan # 397511	For Fiscal Years ending in 2019
---	------------------------	----------------------	---------------------------------------

Year AUTHORITY (not TIF plan) was created:
 Year TIF plan was created or last amended to extend its duration:
 Current TIF plan scheduled expiration date:
 Did TIF plan expire in FY19?
 Year of first tax increment revenue capture:
 Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?
 If yes, authorization for capturing school tax:
 Year school tax capture is scheduled to expire:

Revenue:

Tax Increment Revenue	\$ 535,689
Property taxes - from DDA levy	\$ -
Interest	\$ 10,977
State reimbursement for PPT loss (Forms 5176 and 4650)	\$ 11,476
Other income (grants, fees, donations, etc.)	\$ -
Total	\$ 558,142

Tax Increment Revenues Received

From counties	\$ 137,480
From municipalities (city, twp, village)	\$ 302,963
From libraries (if levied separately)	\$ -
From community colleges	\$ 69,071
From regional authorities type name in next cell)	\$ 18,442
From regional authorities type name in next cell)	\$ 7,733
From regional authorities type name in next cell)	\$ -
From local school districts--operating	\$ -
From local school districts--debt	\$ -
From intermediate school districts	\$ -
From State Education Tax (SET)	\$ -
From state share of IFT and other specific taxes (school taxes)	\$ -
Total	\$ 535,689

Expenditures

Debt Service Principal	\$ 245,000
Debt Service Interest	\$ 134,138
Refunding bond issuance costs	\$ 25,000
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Transfers to other municipal fund (list fund name)			
Transfers to other municipal fund (list fund name)			-
			\$
			-
			\$
			-
			\$
Transfer to special assessment debt service			104,285
			\$
			-
			\$
Transfers to General Fund			-
			\$
Total			508,423

Outstanding non-bonded Indebtedness			
Principal			-
			\$
Interest			-
			\$
Principal			3,595,000
			\$
Interest			345,114
			\$
Total			3,940,114

Bond Reserve Fund Balance			
			348,285
			\$

CAPTURED VALUES				
PROPERTY CATEGORY	Current Taxable Value	Initial (base year) Assessed Value	Captured Value	Overall Tax rates captured by TIF plan → TIF Revenue
Ad valorem PRE Real	\$ -	\$ -	-	\$0.00
Ad valorem non-PRE Real	\$ 32,332,077	\$ 10,468,700	21,863,377	\$529,500.38
Ad valorem industrial personal	\$ -	\$ -	-	\$0.00
Ad valorem commercial personal	\$ 5,219,900	\$ 2,298,900	2,921,000	\$70,742.53
Ad valorem utility personal	\$ -	\$ -	-	\$0.00
Ad valorem other personal	\$ -	\$ -	-	\$0.00
IFT New Facility real property, 0% SET exemption	\$ -	\$ -	-	\$0.00
IFT New Facility real property, 50% SET exemption	\$ -	\$ -	-	\$0.00
IFT New Facility real property, 100% SET exemption	\$ -	\$ -	-	\$0.00
IFT New Facility personal property on industrial class land	\$ -	\$ -	-	\$0.00
IFT New Facility personal property on commercial class land	\$ -	\$ -	-	\$0.00
IFT New Facility personal property, all other	\$ -	\$ -	-	\$0.00
Commercial Facility Tax New Facility	\$ -	\$ -	-	\$0.00
IFT Replacement Facility (frozen values)	\$ -	\$ -	-	\$0.00
Commercial Facility Tax Restored Facility (frozen values)	\$ -	\$ -	-	\$0.00
Commercial Rehabilitation Act	\$ -	\$ -	-	\$0.00
Neighborhood Enterprise Zone Act	\$ -	\$ -	-	\$0.00
Obsolete Property Rehabilitation Act	\$ -	\$ -	-	\$0.00
Eligible Tax Reverted Property (Land Bank Sale)	\$ -	\$ -	-	\$0.00
Exempt (from all property tax) Real Property	\$ -	\$ -	-	\$0.00
Total Captured Value	\$ 12,767,800	\$ -	24,784,377	\$600,242.91
				Total TIF Revenue

PORTAGE DOWNTOWN DEVELOPMENT AUTHORITY

 DRAFT

Thursday, April 23, 2020

The Portage Downtown Development Authority April 23, 2020 virtual meeting on was called to order at 8:00 a.m.

MEMBERS PRESENT:

Matt Milks, Jeff Chrystal, Dorothy Robinett, Michael Quinn, Terry Patterson, Rich MacDonald Walter Hansen, Stanley Samuel and Joe La Margo

MEMBERS EXCUSED:

Benjamin Boyer

IN ATTENDANCE:

Christopher Forth, Interim Director of Community Development; William Furry, Director of Finance; and John Axe, Bond Counsel

APPROVAL OF MINUTES:

The minutes of the June 25, 2019 meeting were introduced for approval. A motion was offered by Hansen and seconded by Samuel to approve the meeting minutes as presented. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (yes), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 9-0.

BUSINESS:

1. Election of Officers. President Patterson indicated the current slate of officers includes himself as President; Boyer, Vice-President; Chrystal, Treasurer; and Milks, Secretary. There was discussion of the continuation of the current officers. A motion was offered by Hansen, seconded by Robinett that Patterson serve as President; Boyer as Vice-President; Chrystal as Treasurer and Milks as Secretary. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (yes), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 9-0.

2. Resolution Approving the FY2018-19 Annual Financial Report. Mr. Furry summarized the communication to the Board concerning the annual reports included in the agenda, noting that revenue exceeded expenditures and net transfers by \$74,719. The fund balance at the end of FY2018-2019 was \$348,285. Mr. Furry noted expenditures will exceed revenues for approximately 2-3 years and then revenues will begin to exceed expenditures; however, during this 2-3 year time period, the fund balance will remain positive. After additional discussion, a motion was made by Hansen, seconded by La Margo to approve the resolution and authorize the transmission of the FY2018-19 Annual Financial Report on the status of the tax increment financing plan. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (yes), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 9-0.

3. 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan. Mr. Forth summarized the staff report involving plans by the developer, Trade Center, LLC to construct a new, 4-story hotel at the

 DRAFT

west end of Trade3 Centre Way north of I-94, within the DDA. Mr. Forth noted there are three elements to the plan and include 1) an exchange of land between the City of Portage and Trade Centre, LLC; 2) removal and relocation of the existing storm water retention basin located at 850 Trade Centre Way; and 3) removal of the north portion of the Trade Centre Way turnaround area to accommodate additional off-street parking for the new hotel. Mr. Forth noted the developer will provide an easement to the city that will allow vehicles to utilize the off-street parking lot for turnaround purposes.

Mr. Forth indicated the City Administration agreed to reimburse up to \$600,000 for the public improvement costs. These reimbursement funds will include \$150,000 from the water fund. The city had already budgeted these funds in FY2020-21 to rehabilitate the existing storm water basin. As a result of the relocation, the developer will essentially act as the contractor on behalf of the city to "rehabilitate" the basin. The remaining \$450,000 will be provided through tax increment financing. Mr. Forth noted that only a portion of the hotel building is located within the DDA district. Consequently, approximately 40% of the hotel's taxable value is eligible for tax capture utilizing tax increment financing. The other approximately 60% of value will be disbursed to the local taxing jurisdictions, include the City of Portage.

Board member Samuel asked who will maintain the relocated retention basin. Mr. Forth indicated the City of Portage will own and maintain the basin. The developer will provide and access easement to the retention basin. Board member Robinett asked who will pay for the public infrastructure improvements. Mr. Forth stated the developer will pay the upfront costs and then will be reimbursed from water fund and through tax increment financing. Board member Samuel also asked about the applicability of environmental conditions as a requirement for reimbursement. Mr. Forth indicated under a Brownfield Redevelopment project, environmental conditions would need to exist for tax capture but the same requirements do not apply to a Downtown Development Authority District. Board member Hansen asked for clarification on the amount of tax capture. Mr. Forth stated approximately 40% will be captured and reimbursed to the developer and the other approximate 60% will be disbursed to the local taxing jurisdictions. Mr. MacDonald provide a brief overview/history of the DDA and Trade Centre development project. Mr. MacDonald recognized and emphasized the importance of public/private partnerships that benefit the region. President Patterson concurred. President Patterson noted there a several new hotels in the Kalamazoo area and inquired why they're in demand. Mr. MacDonald indicated business growth in the area and the business traveler. Mr. MacDonald stated the two other DDA hotels outperform the other hotels in the area.

There being no further discussion, a motion was made by Hansen, seconded by Quinn to approve the resolution and authorize the transmission of the 2020 Amended Tax Increment Finance Plan/2020 Amended Development Plan to City Council. Upon a roll call vote, Milks (yes), Chrystal (yes), Robinett (yes), Quinn (yes), Patterson (yes), MacDonald (abstain), Hansen (yes), Samuel (yes) and La Margo (yes). The motion was approved 8-0-1.

STATEMENT OF CITIZENS:

No citizen comments were received.

ADJOURNMENT:

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

Respectfully Submitted,

Christopher Forth, AICP
Interim Director of Community Development

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: City of Portage - Village of Vicksburg Sanitary Sewage Transport Agreement

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Approve an extension to the City of Portage – Village of Vicksburg Sanitary Sewer Transport Agreement dated September 14, 2004 and authorize the Mayor and City Clerk to sign the agreement extension on behalf of the city.

The City of Portage and the Village of Vicksburg have entered into an agreement for the City of Portage to accept sanitary sewer flow from the Village of Vicksburg, and transport the flow to the City of Kalamazoo for treatment at the Kalamazoo Regional Treatment Facility. The agreement with the Village of Vicksburg was executed in 2004 and expires in 2044. The Village of Vicksburg plans to make improvements to its waste water collection system and will utilize a loan from the United States Department of Agricultural Rural Service to finance a portion of the improvements. The loan requires the Village of Vicksburg to have agreements in place with 40 years remaining at the time the loan is granted.

The proposed sanitary sewer transport agreement extension has been reviewed and approved as to form by the City Attorney. The proposed agreement extension was approved by the Village of Vicksburg Council on April 20, 2020. It is recommended that City Council approve an extension to the City of Portage and Village of Vicksburg Sanitary Sewer Transport Agreement and authorize the Mayor and City Clerk to sign the agreement extension on behalf of the city. If approved, the extended agreement will expire in May 2060.

FUNDING: N/A

Attachments:

1. Vicksburg - 2004 Sanitary Sewer Transport Agreement
2. Sanitary Sewage Transport Agreement Extension

copy

SANITARY SEWER TRANSPORT AGREEMENT

THIS SANITARY SEWER TRANSPORT AGREEMENT made and executed as of the 14th day of September, 2004 (hereinafter referred to as the "Agreement"), by and between the CITY OF PORTAGE, Kalamazoo County, Michigan, a Michigan municipal corporation (hereinafter referred to as "Portage"), and the VILLAGE OF VICKSBURG, Kalamazoo County, Michigan, a Michigan statutory village (hereinafter referred to as "Vicksburg").

RECITALS

A. Vicksburg has entered into a treatment agreement with the City of Kalamazoo, Kalamazoo County, Michigan (hereinafter referred to as "Kalamazoo"), dated January 30, 1976 (hereinafter referred to as the "Vicksburg/Kalamazoo Treatment Agreement") pursuant to which Kalamazoo has agreed to treat and dispose sanitary sewage and certain industrial waste originating from Vicksburg.

B. In order for sanitary sewage and industrial waste originating from Vicksburg to be treated or disposed of by Kalamazoo, it must be transported to the Kalamazoo treatment facilities (hereinafter referred to as the "Kalamazoo Sanitary Sewer System") through the Portage sanitary sewer collection and transport system (hereinafter referred to as the "Portage Transport System").

C. Portage and Vicksburg have previously entered into a long-term agreement dated July 26, 1977 (hereinafter referred to as the "1977 Transport Agreement") providing for the transport of sanitary sewage and industrial waste to the Kalamazoo Sanitary Sewer System through the Portage Transport System.

D. Portage and Vicksburg desire to replace the 1977 Transport Agreement with this Agreement to provide for the transport of sanitary sewage and industrial waste originating in Vicksburg to the Kalamazoo Sanitary Sewer System through the Portage Transport System.

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, the parties hereto agree as follows:

Section 1. Transport of Sanitary Sewage. Portage agrees, subject to the terms of this Agreement, to receive at the Metering Station identified in Exhibit A attached hereto and Section 4 hereof (hereinafter referred to as the "Connection Point") sanitary sewage and industrial waste originating within the legal boundaries of Vicksburg for transport through the Portage Transport System to the Kalamazoo Sanitary Sewer System for treatment and disposal.

Sanitary sewage and industrial waste which either Portage or Kalamazoo prohibits the discharge of shall not be discharged into the Portage Transport System from the Vicksburg sanitary sewer collection system (hereinafter referred to as the "Vicksburg Collection System"). Vicksburg shall adopt such ordinances as Portage shall request to (a) assure compliance with the provisions of this Section 1 and (b) authorize Portage to enforce such ordinances.

Section 2. Limitation on Discharge. Sanitary sewage and industrial waste originating from Vicksburg discharged into the Portage Transport System shall at no time exceed a peak flow of 1.785 cfs measured at the Metering Station identified in Section 5 hereof.

Section 3. Transportation Route. Sanitary sewage and industrial waste originating from Vicksburg will be transported through the Portage Transport System commencing at the Connection Point through the new 24" Nash Avenue Sewer (identified on Exhibit A), to and through the East Shore Drive Interceptor (identified on Exhibit A), through the Wells Street

Pump Station (identified on Exhibit A), to and through the Davis Creek Interceptor (identified on Exhibit A) to the Kalamazoo Sanitary Sewer System for treatment and disposal.

Section 4. Connection Point and Metering. All sanitary sewage and industrial waste originating from Vicksburg shall enter the Portage Transport System only at the Connection Point. Portage shall meter at the Metering Station (identified in Exhibit A attached hereto) such sanitary sewage and industrial waste flow to (i) determine compliance with the discharge limits of Section 2 hereof and (ii) assist Kalamazoo in billing Vicksburg for treatment and disposal of sanitary sewage and industrial waste in accordance with the Vicksburg/Kalamazoo Treatment Agreement. A permanent log shall be kept showing all meter readings and all such meter recordings shall be open to Vicksburg and Kalamazoo for inspection.

Section 5. Vicksburg Payment of Capital Charges. Portage acknowledges receipt from Vicksburg of \$139,634 pursuant to the terms of the 1977 Transport Agreement which represented at that time Vicksburg's share of the capital cost of the Portage Transport System through which sanitary sewage and industrial waste originating from Vicksburg was transported. Vicksburg further agrees in consideration for Portage's agreement to permit an increase in the maximum peak flow discharge as provided in Section 2 hereof to pay Portage in accordance with Section 9 hereof the sum of \$193,634 which is itemized as follows:

- a. \$25,838 representing 63.64% of the \$40,600 repair costs of approximately 300 feet of the 18" Nash Avenue Sewer (identified on Exhibit A);
- b. \$134,675 representing 46.54% of the \$289,374 cost of constructing the new 24" Nash Avenue Sewer; and

- c. \$33,121 for the cost of constructing a sanitary sewer meter including related alarm and telemetering equipment (hereinafter referred to as the "Metering Station") at the location indicated on Exhibit A attached hereto.

Section 6. Vicksburg Payment of Operation, Maintenance, Repair and Replacement Costs. Vicksburg shall pay Portage on a calendar quarter basis 125% of the following costs as calculated on Exhibit B attached hereto:

- a. 9.12% of the operation, maintenance, repair and replacements costs of the Davis Creek Interceptor;
- b. 20.75% of the operation, maintenance, repair and replacement costs of the East Shore Drive Interceptor;
- c. 30.83% of the operation, maintenance, repair and replacement costs of the Wells Street Pump Station;
- d. 46.54% of the operation, maintenance, repair and replacement costs of the 24" Nash Avenue Sewer; and
- e. 100% of the operation, maintenance, repair and replacement cost of the Metering Station or the Relocated Metering Station as defined in Section 13 hereof.

Section 7. Payment of Quarterly Charges and Remedies for NonPayment. Portage shall bill Vicksburg for the transport of sanitary sewage and industrial waste to the Kalamazoo Sanitary Sewer System in accordance with Section 6 hereof on a quarterly basis. Amounts billed shall be paid within 30 days of the date of the invoice and all amounts not paid on or before such due date shall be subject to an additional service charge equal to 10% of the billed amount. In addition, any amounts including any applicable service charge remaining unpaid 180 days after

the invoice date shall be subject to an additional charge of 8% per annum computed daily on all unpaid amounts currently due commencing on the 181st day after the invoice date.

In addition to all other remedies authorized by law, Portage may terminate service to Vicksburg pursuant to this Agreement if an invoice for transport services has not been paid by Vicksburg within 60 days of its due date, provided, however, such service may not be terminated earlier than 30 days after written notice of termination is given to Vicksburg pursuant to Section 17 hereof, during which time Vicksburg may cure such nonpayment. If services are terminated pursuant to this Section 7, Vicksburg agrees (i) to waive all claims and damages caused by such termination and (ii) to defend, indemnify and hold harmless Portage (including its councilmembers, officers, employees and agents) from and against all claims, damages, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from injury or damage to persons or property related to such termination.

Section 8. Reimbursement for Quarterly Flow Metering. Vicksburg agrees to reimburse Portage in accordance with Section 9 hereof \$14,468.80 for flow metering costs it incurred in December, 1998, June, 1999, January, 2000, May, 2000, and July, 2000, through McNamee, Porter & Seeley, Inc. to measure sanitary sewer and industrial waste originating from Vicksburg and discharged in the Portage Transport System.

Section 9. Payment of Capital Charges and Flow Metering Costs. Vicksburg shall pay Portage \$208,102.80 (hereinafter referred to as the "Payment Amount") which represents the \$193,634 of capital charges identified in Section 5 hereof and the \$14,468.80 of flow metering costs identified in Section 8 hereof in accordance with the provisions of this Section 9. Interest on such amounts at the rate of 4.4% per annum shall begin accruing on the date indicated in the first paragraph of this Agreement. Vicksburg shall pay Portage one-fifth of the Payment

Amount, i.e., \$41,620.56 (hereinafter referred to as the "Annual Principal Payment"), plus accrued interest on the unpaid Payment Amount on September 1, 2004, and on September 1 of each of the years 2005 through 2008. Vicksburg may prepay all or a portion of the Payment Amount at any time, with such amount being credited to the Annual Principal Payment in inverse order.

Section 10. Operation, Maintenance, etc. of Portage Transport System. Subject to the terms and conditions of this Agreement, Portage shall be responsible for the operation, maintenance, repair and replacement of the Portage Transport System including the Davis Creek Interceptor, the East Shore Drive Interceptor, the Wells Street Pump Station, the 24" Nash Avenue Sewer and the Metering Station (or Relocated Metering Station as provided in Section 13 hereof).

Section 11. Emergency Discontinuance. Portage reserves the right to discontinue temporarily the transport of sanitary sewage and industrial waste from the Vicksburg Collection System (i) without notice in times of emergency or (ii) whenever it shall, upon its own determination and after not less than 24 hours notice to Vicksburg, find it necessary for purposes of testing, repairing and replacing portions of the Portage Transport System.

Vicksburg waives any and all claims for damages resulting from such discontinuance as set forth in this Section 10 and agrees to defend indemnify and hold harmless Portage, its council, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from such discontinuance, but only if such restrictions or discontinuance is not caused in whole or in part by negligence of Portage.

Section 12. Prohibited Discharge. After reasonable notice to Vicksburg by Portage, no sanitary sewage or industrial waste originating from Vicksburg for transport through Portage Transport System shall have characteristics detrimental to the Portage Transport System. No storm water, roof water or water from subsurface footing drains shall be permitted to enter the sanitary sewage flow from Vicksburg entering the Portage Transport System. Construction methods and materials used by Vicksburg shall be such as to minimize sources of ground water infiltration. Vicksburg agrees to pay all fines, charges or costs of actions against Portage resulting from the discharge of sewage originating from Vicksburg into the Portage Transport System in violation of this Agreement. Further, Vicksburg agrees to pay the cost of repair or replacement of any damages to the Portage Transport System resulting from the discharge of sewage or waste from Vicksburg.

Section 13. Connection to the South County Sewer and Water Authority Gravity Sewer. Portage and the South County Sewer and Water Authority (hereinafter referred to as "SCSWA") have entered into a First Amendment to Indian Lake/Pickeral Lake Wastewater Conveyance Agreement dated as of May 3, 2004 (hereinafter referred to as the "First Amendment") which recognizes that SCSWA will construct a new 27-inch gravity sewer along Sprinkle Road between Nash and TU Avenues (hereinafter referred to as the "SCSWA Gravity Sewer"). The First Amendment indicates that Portage must consent to sanitary sewage and industrial waste originating within Vicksburg flowing through the SCSWA Gravity Sewer. Portage hereby consents to Vicksburg's use of the SCSWA Gravity Sewer provided Vicksburg (a) is able to reach agreement with SCSWA regarding such use and (b) pays all costs required to relocate the Metering Station to the east of Sprinkle Road to measure flow through the SCSWA Gravity Sewer (hereinafter referred to as the "Relocated Metering Station").

Section 14. Title to Portage Transport System. All right, title and interest in the Portage Transport System, including but not limited to the Davis Creek Interceptor, the East Shore Drive Interceptor, the Wells Street Pump Station, the 24" Nash Avenue Sewer, the Metering Station, and the Relocated Metering Station shall vest with Portage and this Agreement, its terms or any payments made or conditions fulfilled as required hereunder shall not vest any right, title or interest in the Portage Transport System to Vicksburg. All right, title and interest in all sanitary sewer facilities of the Vicksburg Collection System shall vest with Vicksburg and this Agreement, its terms or any payments made or conditions fulfilled as required hereunder shall not vest any right, title or interest in such facilities to Portage.

Section 15. Term. This Agreement shall be effective for an initial term of 40 years commencing from the date set forth in the first paragraph of this Agreement. Not more than 90 days and not less than 30 days prior to each successive 5 year anniversary date of this Agreement, Portage and Vicksburg agree to consider the approval of a 5 year extension of the term of this Agreement on the same terms and provisions or other mutually agreeable terms and provisions.

Section 16. Early Termination. Either party may, subject to the provisions of this Section 14, terminate this Agreement prior to the expiration of its term (including any extension thereof), upon the breach by the other party of a material provision or undertaking in this Agreement. The nonbreaching party shall notify the breaching party in writing in accordance with Section 17 hereof of its intent to terminate this Agreement at least 90 days prior to the termination date. Such notice shall set forth the breach(es). During such 90-day period the breaching party shall have the opportunity to cure the breach(es). If, upon expiration of the 90-day period, the breach(es) have not been cured, this Agreement shall terminate and the parties

hereto shall have no further obligations under this Agreement except for (i) the payment of amounts due or services performed before the termination date and (ii) the indemnification and hold harmless provisions of this Agreement shall continue in effect for acts or conditions occurring before the termination date.

Section 17. Indemnification by Portage and Vicksburg. Portage agrees, at its expense, to defend, indemnify and hold harmless Vicksburg and its councilmembers, officers, employees and agents (the "Vicksburg Indemnified Party" or "Vicksburg Indemnified Parties") from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from injury or damage to persons or property with respect to its ownership, operation, construction, repair, replacement and maintenance of the Portage Transport System, provided that if such injury or damage is caused in whole or in part by the acts or omissions of any of the Vicksburg Indemnified Parties, then Portage's indemnification obligation shall be reduced in proportion to the Vicksburg Indemnified Party's percentage of responsibility for such injury or damage. The indemnification obligations provided above shall include the payment of all reasonable attorneys' fees and other expenses of defense. Portage shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, Portage is not waiving any defenses otherwise available to it by law; provided such defenses are also available to and asserted by Portage for the benefit of the Vicksburg Indemnified Parties. Portage shall not be responsible for the indemnification obligations set forth above with respect to any Vicksburg Indemnified Party to the extent that the Vicksburg Indemnified Party has waived a defense which was otherwise available to it by law.

Vicksburg agrees, at its expense, to defend, indemnify and hold harmless, Portage and its councilmembers, officers, employees and agents (the "Portage Indemnified Party" or "Portage Indemnified Parties") from and against all claims, damages, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from injury or damage to persons or property with respect to its ownership, operation, construction, repair, replacement and maintenance of the Vicksburg Collection System beyond the Connection Point provided that if such injury or damage is caused in whole or in part by the acts or omissions of any of the Portage Indemnified Parties, then Vicksburg's indemnification obligation shall be reduced in proportion to the Portage's Indemnified Party's percentage of responsibility for such injury or damage. The indemnification obligations provided above shall include the payment of all reasonable attorneys' fees and other expenses of defense. Vicksburg shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, Vicksburg is not waiving any defense otherwise available to it by law; provided such defenses are also available to and asserted by Vicksburg for the benefit of the Portage Indemnified Parties. Vicksburg shall not be responsible for the Indemnification Obligations set forth above with respect to any Portage Indemnified Party to the extent that the Portage Indemnified Party has waived a defense which was otherwise available to it by law.

Section 18. Accord with Kalamazoo Agreements. This Agreement is intended to augment and compliment the Vicksburg/Kalamazoo Treatment Agreement and Wastewater Service Agreement dated January 27, 1986, between Portage and Kalamazoo (hereinafter referred to as the "Portage/Kalamazoo Treatment Agreement"). This Agreement shall not be in derogation of the Vicksburg/Kalamazoo Treatment Agreement or the Portage/Kalamazoo Treatment Agreement and any payments made by Vicksburg to Portage under this Agreement

shall be in addition to the fees and charges Vicksburg is required to pay Kalamazoo pursuant to the Vicksburg/Kalamazoo Treatment Agreement.

Vicksburg agrees that it will not discharge or cause to be discharged industrial waste as defined in the Vicksburg/Kalamazoo Treatment Agreement except as permitted by such Agreement and that it will pay Kalamazoo directly for treatment and disposal of sanitary sewage and industrial wastes originating from Vicksburg.

Portage shall have no obligation under this Agreement to transport sanitary sewage and industrial wastes originating from Vicksburg through the Portage Transport System if Kalamazoo has no obligation to treat and dispose of such sanitary sewage and industrial waste.

Section 19. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by regular, registered or certified mail, postage prepaid, or by hand delivery or by telegram confirmed the same day by regular, registered or certified mail, postage prepaid, addressed as follows:

If to Portage:

City of Portage
7900 South Westnedge Avenue
Portage, Michigan 49002
Attention: City Manager

If to Vicksburg:

Village of Vicksburg
~~202 South Main Street~~ 126 N. Kalamazoo Avenue
Vicksburg, Michigan 49097
Attention: Village Manager

Alternatively, notice may be given by facsimile to Portage at 269-324-9244 to the attention of the City Manager and to Vicksburg at 269-649-3997 to the attention of the Village Manager. The

parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications may be sent.

Section 20. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

Section 21. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 22. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

Section 23. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 24. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 25. Entire Agreement. Except as otherwise indicated in this Agreement, this Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement.

Section 26. Amendments. This Agreement may not be amended, changed, modified, altered or assigned without the written consent of Portage and Vicksburg to which such amendment, change, modification, alteration or assignment applies.

Section 27. Exhibits. Any exhibit attached hereto are incorporated herein as though fully stated herein.

Section 28. Assignment. This Agreement and all rights and obligations hereunder shall not be assignable unless all parties affected thereby hereto agree in writing to such assignment.

Section 29. Waiver. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

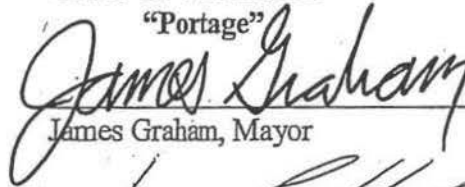
Section 30. Parties. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provisions contained herein.

Section 31. Effective Date. This Agreement shall be effective as of the date set forth in the first paragraph hereof.

IN WITNESS WHEREOF, Portage and Vicksburg have caused these presents to be signed by their respective duly authorized officers all as of the day and year first written above.

CITY OF PORTAGE

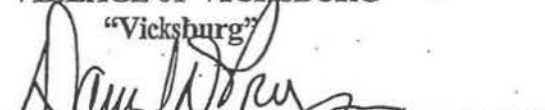
"Portage"

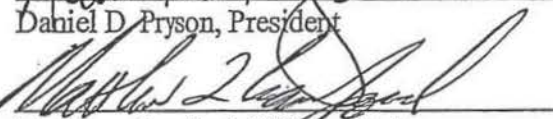

James Graham, Mayor


James Hudson, City Clerk

VILLAGE OF VICKSBURG

"Vicksburg"


Daniel D. Pryson, President


Matthew Crawford, Village Clerk

Prepared by:
Richard A. Wendt
Dickinson Wright PLLC
200 Ottawa Avenue, N.W., Suite 900
Grand Rapids, Michigan 49503
616-458-1300

EXHIBIT A

Diagram of Portage Transport System

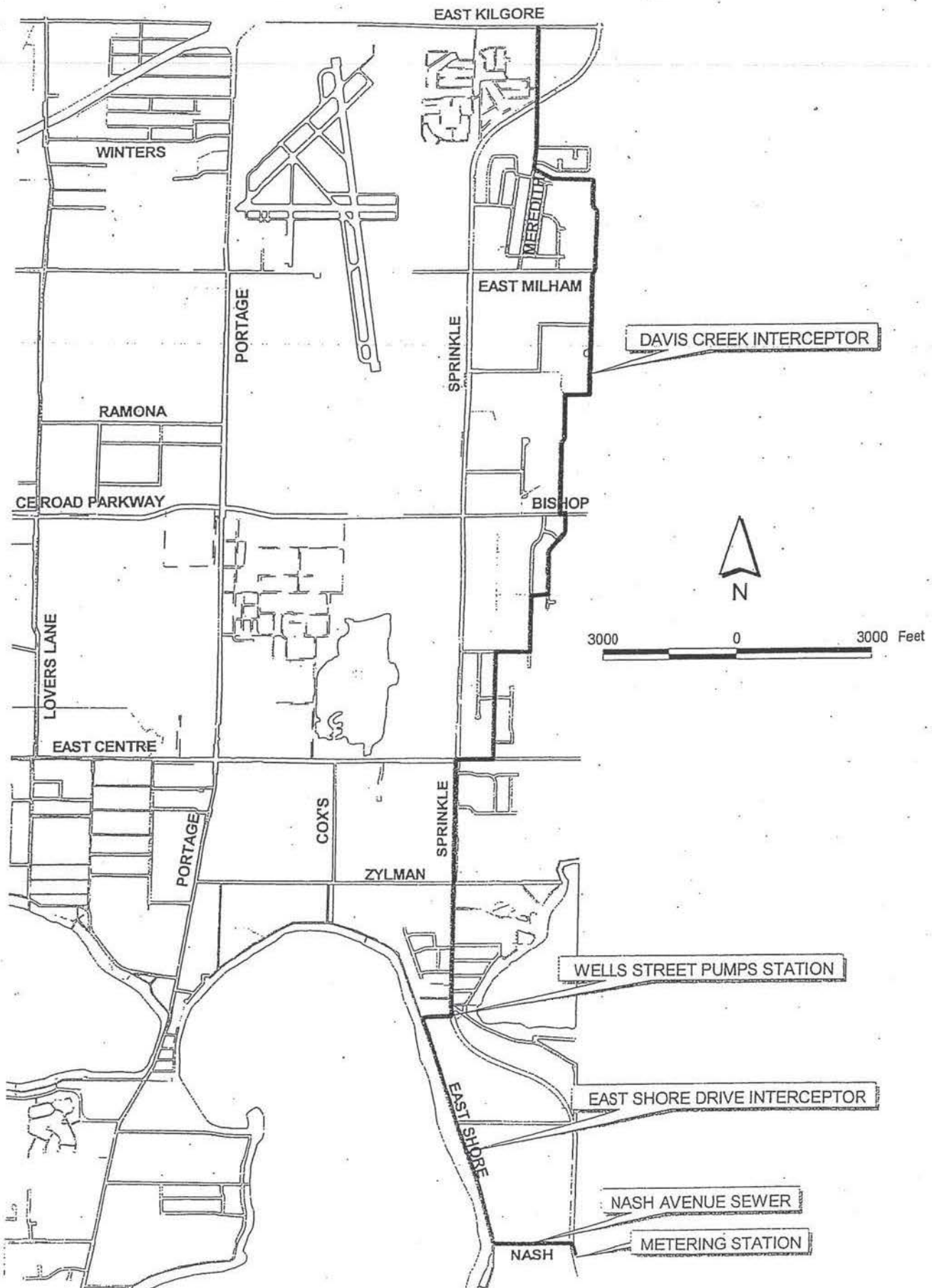


Exhibit B

Village of Vicksburg Operation and Maintenance Percentage

Davis Creek Interceptor

Pipe	75% of Peak Capacity (CFS)	Vicksburg Peak CFS	%	Construction Cost	Vicksburg Share
20" FM	8.90	1.785	20.06%	\$48,588.00	\$9,745.00
27" @ 0.18%	9.75	1.785	18.31%	36,284.00	6,645.00
30" @ 0.20%	13.50	1.785	13.22%	21,047.00	2,785.00
36" @ 0.10%	15.75	1.785	11.33%	126,817.00	14,375.00
42" @ 0.08%	21.00	1.785	8.50%	315,480.00	26,815.00
42" @ 0.12%	26.20	1.785	6.81%	250,056.00	17,040.00
48" @ 0.10%	34.20	1.785	5.22%	118,663.00	6,195.00
Totals				\$916,935.00	\$83,600.00
Vicksburg Share 9.12%					

East Shore Interceptor

Pipe	75% of Peak Capacity (CFS)	Vicksburg Peak CFS	%
27"	8.60	1.785	20.75%

Nash Avenue

Pipe	Total Flow (CFS)	Vicksburg Peak CFS	%
24"	3.84	1.785	46.54%

Wells Street Pump Station

Capacity (CFS)*	Vicksburg Peak CFS	%
5.79	1.785	30.83%

*The Wells Street Pump was upgraded in 1992.

Wells Street Pump Station Capital Improvements

	Capacity (CFS)	Vicksburg Peak CFS	%	Construction Cost	Vicksburg Share
Depreciated Amount	5.79	1.19	20.55%	\$71,533.79	\$14,702.11
Current Book Value	5.79	1.785	30.83%	87,429.21	\$26,953.56
Total Capital Costs				\$158,963.00	\$41,655.67

**CITY OF PORTAGE – VILLAGE OF VICKSBURG
EXTENSION TO SANITARY SEWER TRANSPORT AGREEMENT**

This Extension to the Sanitary Sewer Transport Agreement ("Extension") is made and entered into on this _____ of _____, 2020 by and between the City of Portage, Kalamazoo County, Michigan, a Michigan Municipal Corporation (hereinafter referred to as "Portage") and the Village of Vicksburg, Kalamazoo County, Michigan, a Michigan Statutory Village (hereinafter referred to as "Vicksburg").

WHEREAS, Portage and Vicksburg entered into a Sanitary Sewer Transport Agreement on September 14, 2004 ("Agreement");

WHEREAS, Section 15 of the Agreement provides that it is effective for an initial term of 40 years;

WHEREAS, Vicksburg has informed Portage that it has plans to make capital improvements to its wastewater collection system that will deliver wastewater to Portage for transport to Kalamazoo facilities for treatment (the "Project") and will receive a loan from the United States Department of Agricultural Rural Services ("RUS") to finance a portion of the cost of the Project. The RUS-loaned funds will be used for infrastructure improvements built within the Village of Vicksburg and therefore owned by Vicksburg;

WHEREAS, as condition of the loan from RUS and at the request of RUS, an Agreement between Portage and Vicksburg must be in place for a term of forty (40) years at the time the loan is granted;

WHEREAS, Portage and Vicksburg desire to replace the current Agreement with a new Agreement to provide for the transport of wastewater originating in Vicksburg to Kalamazoo for treatment and through the Portage transferage system, but the terms and conditions of said new forty (40) year Agreement between the parties cannot be established at the present time;

WHEREAS, the parties desire to enter into this Extension so that the current Agreement will be for a term of 40 years to satisfy loan conditions of the RUS.

NOW THEREFORE, in consideration of this Extension and other good and valuable consideration, and the mutual promise herein, the parties hereby agree as follows:

1. The Agreement is hereby extended in its entirety for forty (40) years.
2. All terms and conditions shall remain exactly as stated in the 2004 Agreement.
3. This Extension shall be effective on the date contained in the above preamble.

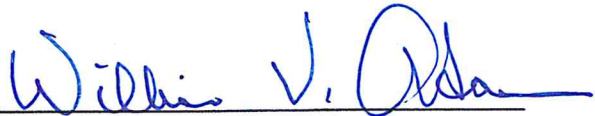
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Extension to Sanitary Sewer Transport Agreement.

CITY OF PORTAGE

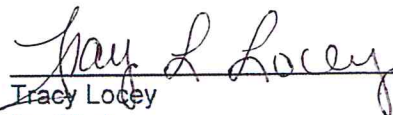
Patricia Randall
Its: Mayor

Erica Eklov
Its: Clerk

VILLAGE OF VICKSBURG



Bill Adams
Its: President



Tracy Lacey
Its: Clerk

Approved as to form:

Date: 4/2/2020
FLS

City Attorney

Z:\JODY\PORTAGE\AGREEMENTS\Vicksburg Sanitary Sewer Extension Agreement 040220 FINAL.docx

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Board & Commission Interview Session and Terms

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Postpone the May 26, 2020 Board and Commission Interview Session to July 14, 2020 and temporarily extend the expiring terms on the Planning Commission, Construction Board of Appeals and Youth Advisory Committee until July 15, 2020.

In accordance with the City Council Policy for Boards and Commission, City Council conducts interview sessions for expiring and vacant Board and Commission terms three times each year in January, May and October. During the regular meeting on March 24, 2020, City Council set the May interview session for Tuesday, May 26, not knowing at the time how long the Governor's "Stay Home, Stay Safe" Executive Order would last.

Due to the complications at this time associated with conducting a remote interview session with applicants, as well as navigating transitions amongst the Boards and Commissions, it is recommended that City Council postpone the previously scheduled May 26 Board and Commission Interview Session to Tuesday, July 14, 2020. It is further recommended that City Council temporarily extend the expiring terms of Planning Commission members William Fries, Margaret Harrell-Page and Bill Patterson; Construction Board of Appeals members William J. Leach, Sr. and Sheldon Smith, as well as the entire Youth Advisory Committee.

FUNDING: Not Applicable.

Attachments: None

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Committee of the Whole Meeting - City Attorney Services

SUPPORTING PERSONNEL: Michael Carroll, Deputy City Manager

ACTION RECOMMENDED: Set a Committee of the Whole Meeting to discuss City Attorney services on Thursday, May 14, 2020 at 1:00 p.m.

The existing contract for City Attorney Services expires on August 31, 2020. Given the importance of city attorney services, and pending expiration of the current contract, the City Administration is requesting that City Council conduct a Committee of the Whole meeting at which the provision of this service can be discussed and a preferred approach identified.

It is recommended that City Council set a Committee of the Whole meeting to discuss City Attorney services on Thursday, May 14, 2020 at 1:00 p.m.

FUNDING: N/A

Attachments: None

Minutes of Boards & Commissions

PLANNING COMMISSION

April 16, 2020

The City of Portage Planning Commission meeting of April 16, 2020 was called to order by Chairman Corradini at 7:00 p.m. Pursuant to the “Remote Attendance Rules for Meetings” and Michigan Governor Whitmer’s Executive Order 2020-21, this meeting was held remotely with Commissioners, staff, applicants and the general public participating via telephone call-in.

IN ATTENDANCE

Michael West, Senior City Planner and Charlie Bear, Assistant City Attorney.

ROLL CALL

Mr. West called the roll: Meyer (yes); Pezzoli (yes); Baldwin (yes); Joshi (yes); Schimmel (yes); Corradini (yes); Fries (yes); Patterson (yes); and Harrell-Page (not present). A motion was offered by Commissioner Schimmel, seconded by Commissioner Fries, to approve the Roll. Upon a roll call vote: Patterson (yes); Fries (yes); Corradini (yes); Schimmel (yes); Joshi (yes); Baldwin (yes); Pezzoli (yes) and Meyer (yes), the motion was approved 8-0.

- Commissioner Harrell-Page called-in to the meeting at 7:05pm

APPROVAL OF MINUTES

Chairman Corradini referred the Commission to the March 19, 2020 meeting minutes contained in the agenda. Commissioner Joshi asked for a wording change on Page 2 (replace a group daycare home does “interfere” with the quality of life, with a group daycare home does “affect” the quality of life). A motion was made by Commissioner Fries, seconded by Commissioner Baldwin, to approve the minutes as amended. Upon a roll call vote: Joshi (yes); Meyer (yes); Harrell-Page (yes); Pezzoli (yes); Baldwin (yes); Corradini (yes); Patterson (yes); Fries (yes); and Schimmel (yes), the motion was unanimously approved 9-0.

SITE/FINAL PLANS

1. Final/Site Plan: Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue. Mr. West summarized the April 9, 2020 staff report regarding a request by SDV Development LLC to construct Phase 2 of the Streamsong Condominiums Planned Development (PD). Mr. West indicated that Phase 2 of Streamsong Condominiums would include a total of 22 one-family detached condominium units and associated site improvements on 6.42 acres. Mr. West provided a brief history of the PD rezoning and development and discussed access, storm water management, sidewalks and indicated the second phase of the Streamsong Condominiums PD has been designed in substantial conformance with the approved tentative plan. Mr. West stated the final/site plan was recommended for approval subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site.

Pat Flanagan of Ingersoll, Watson & McMachen (applicant’s engineer) called-in to support the application and discuss the development project. After a brief discussion, a motion was made by Commissioner Joshi, seconded by Commissioner Harrell-Page, to recommend to City Council that the Final/Site Plan for Streamsong Condominiums (Phase 2), 715 West Osterhout Avenue, be approved subject to MDEGLE review and approval of the emergency storm water overflow discharges along the southern portion of the site. Upon a roll call vote: Harrell-Page (yes); Patterson (yes); Fries (yes); Joshi (yes); Corradini (yes); Schimmel (yes); Baldwin (yes); Pezzoli (yes); and Myer (yes), the motion was unanimously approved 9-0.

PUBLIC HEARING

1. Special Land Use Permit: Group Child Care Home (Franklin), 9837 Pine View Drive. Mr. West summarized the staff report dated April 9, 2020 regarding a special land use permit application submitted by Elizabeth Franklin to establish a group child care home for up to 12 children at her residence located at 9837 Pine View Drive. Mr. West indicated the applicant has been operating a family child care home from this residence since January and wished to expand to a group child care home. Mr. West discussed the various requirements for a group child care home including distance separations from other similar uses, parking and discretionary screening of the outdoor play area. Mr. West indicated an outdoor play area is proposed within the rear yard of the property and while a 4-foot tall chain-link fence is located along the south side of the rear yard, the remainder of the rear yard is not fenced and the applicant wishes to keep this area unfenced. Mr. West indicated the Zoning Code allows the Planning Commission to consider a condition that would require installation of up to a 6-foot tall screening fence around the outdoor play area "...in order to mitigate and/or avoid possible adverse impacts on surrounding property and to improve safety". Mr. West stated the applicant has secured a letter from the adjacent property owner to the north indicating installation of a fence was not desired along the north side of the rear yard. Mr. West also indicated there were several communications contained in the original agenda packet and final agenda packet from residents of the Sterling Oaks Condominium development to the east/northeast stating concerns over the proposed group child care home and/or requesting installation of a 6-foot tall privacy fence around the rear yard. Mr. West indicated the application fulfills the requirements for issuance of a special land use permit and was recommended for approval subject to Planning Commission consideration of a 6-foot tall screening fence around the outdoor play area.

Elizabeth Franklin (applicant) called-in to support the application and discuss the proposed group child care home. Ms. Franklin indicated she has been a licensed family day care operator for approximately seven years and has been operating a family day care home (six children) from her present residence at 9837 Pine View Drive since January. Ms. Franklin stated she has spoken with her neighbors to the north and south and they were both in favor of her request for a group child care home and did not want a 6-foot tall privacy fence installed. Ms. Franklin discussed her highly structured day care program and how children are supervised when taken outdoors. Ms. Franklin stated her goal was to operate a group child care home from her current residence for a couple years, then open a commercial child care center somewhere in the City of Portage. Ms. Franklin requested approval of the special land use permit application without a condition for installation of a 6-foot tall privacy fence around her backyard.

The Commission and Ms. Franklin next discussed various aspects of the proposed group child care home. The public hearing was then opened by Chairman Corradini. No citizens called-in to speak regarding the special land use permit application. A motion was then made by Commissioner Schimmel, seconded by Commissioner Fries, to close the public hearing. Upon a roll call vote: Joshi (yes); Meyer (yes); Harrell-Page (yes); Pezzoli (yes); Baldwin (yes); Corradini (yes); Patterson (yes); Fries (yes); and Schimmel (yes), the motion was unanimously approved 9-0.

Commissioner Fries discussed the various communications received from the residents of the Sterling Oaks Condominiums development to the east and stated the Planning Commission review should focus on the proposed group child care home and Special Land Use Permit criteria, and not the property line issue referenced in many of the emails. Commissioner Fries stated he inspected the property on two different occasions, viewing the site from Pine View Drive and Fort Myers Parkway. Commissioner Fries indicated the proposed site for the group child care home has many characteristics that were different than the site considered by the Planning Commission at the March 19th meeting including adjacent residences to the north and south have requested that a 6-foot tall screening fence not be installed, the property to the east is condominium common area with existing natural screening (evergreen and deciduous trees) and significant separation between dwellings, and the applicant has been operating a family child care since January from her new residence on Pine View Drive with no complaints. For these reasons and given the size and configuration of the rear yard, Commissioner Fries stated he was opposed to any fencing requirement. Commissioner Joshi agreed that the property is different than the site considered by the Planning Commission back on March 19th, however, indicated some form of rear yard

fencing should be considered for safety purposes and keeping the children contained within the backyard. Commissioner Baldwin stated that she agrees with the comments made by Commissioner Fries and also noted that many of the correspondence received from the residents of the Sterling Oaks Condominiums are not in close proximity to the proposed group child care home and do not even have visibility to the rear yard of the site. Commissioner Patterson stated the rear yard of the site is clearly visible from a couple of the condominium units and rather than a 6-foot tall privacy fence, the Planning Commissioner should consider additional evergreen tree plantings along the east side of the site to protect the privacy of these condominium owners. Commissioner Pezzoli stated that he too concurs with the comments made by Commissioner Fries and believes that fencing along the east side of the rear yard of the site was not necessary. Commissioners Myer and Harrell-Page also concurred and stated that fencing for the purposes of safety should be determined by the State as part of the licensing approval. Chairman Corradini indicated he also believes that fencing is not necessary for screening purposes and a determination of fencing for safety should be made by the State licensing agency.

After additional discussion, a motion was made by Commissioner Fries, seconded by Commissioner Pezzoli, to approve the Special Land Use Permit for Ms. Elizabeth Franklin (group day care home), 9837 Pine View Drive, with no requirement for installation of fencing or supplemental landscaping. Upon a roll call vote: Harrell-Page (yes); Patterson (no); Fries (yes); Joshi (yes); Corradini (yes); Schimmel (yes); Baldwin (yes); Pezzoli (yes); and Myer (yes), the motion was approved 8-1.

2. Special Land Use Permit: Rustic Axe Throwing Outpost, 618 Romence Road. Mr. West summarized the staff report dated April 9, 2020 regarding a special land use permit application submitted by Benjamin Baker and Cody Cottle to establish an indoor commercial recreation facility (Rustic Axe Throwing Outpost) within an approximate 4,700 square foot vacant tenant space within the Hillside Shopping Center located at 618 Romence Road. Specifically, Mr. West stated the use was proposed within Suite 102 of the building located closest to Romence Road, addressed as 626 Romence Road. Mr. West stated this tenant space is located in excess of 100 feet from the nearest residential district or use lot line and that all activities associated with the use would occur indoors. Mr. West indicated the application fulfills the requirements for issuance of a special land use permit and was recommended for approval.

Cody Cottle (applicant) called-in to support the application and discuss the proposed indoor recreation use. Mr. Cottle described the operations of the proposed Rustic Axe Throwing Outpost and indicated it would occupy the vacant tenant space along Romence Road, previously occupied by Blockbuster Video. The Commission and Mr. Cottle next discussed various aspects of the proposed use. The public hearing was then opened by Chairman Corradini. No citizens called-in to speak regarding the special land use permit application. A motion was then made by Commissioner Baldwin, seconded by Commissioner Harrell-Page, to close the public hearing. Upon a roll call vote: Joshi (yes); Meyer (yes); Harrell-Page (yes); Pezzoli (yes); Baldwin (yes); Corradini (yes); Patterson (yes); Fries (yes); and Schimmel (yes), the motion was unanimously approved 9-0.

After a brief discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Myer, to approve the Special Land Use Permit for Rustic Axe Throwing Outpost, 618 Romence Road. Upon a roll call vote: Harrell-Page (yes); Patterson (yes); Fries (yes); Joshi (yes); Corradini (yes); Schimmel (yes); Baldwin (yes); Pezzoli (yes); and Myer (yes), the motion was unanimously approved 9-0.

3. Ordinance Amendment #19/20-A, Adult Use Marihuana. Mr. West summarized the staff report dated April 9, 2020 regarding amendments to the Zoning Code prepared by the city administration to allow adult use marihuana facilities within the city. Mr. West referred the Commission to the first page of the staff report that contained a summary of medical marihuana and adult use marihuana legislation in the State of Michigan, and the existing medical marihuana ordinance that the city adopted in March 2018. Mr. West indicated the proposed amendments involve Zoning Code sections pertaining to the B-3, general business, I-1, light industrial and I-2, heavy industrial districts. Mr. West stated that all current spacing requirements applicable to medical marihuana facilities would also be applicable to proposed adult use marihuana facilities. Since the ordinance amendments were first introduced to the Commission on March 19th and given the provisions for the proposed adult use marihuana regulations are similar to those of the existing medical marihuana regulations, Mr. West indicated the Planning Commission was advised to review the amendments, receive public comment during the public hearing, then

waive the second public hearing and make a formal recommendation to City Council to approve Ordinance Amendment #19/20-A, Adult Use Marihuana. Mr. West then asked Assistant City Attorney Bear to provide a more detailed overview of the proposed amendments.

Assistant City Attorney Bear provided a summary of State legislation and local ordinance development associated with medical marihuana, followed by a summary of adult use marihuana State legislation. Assistant City Attorney Bear reviewed in detail the proposed amendments to Section 42-262 (B-3, general business district), Section 42-280 (I-1, light industrial district) and Section 42-281 (I-2, heavy industrial district). Assistant City Attorney Bear, Mr. West and the Commission next discussed various aspects of the proposed ordinance amendment including the requirement for separate HVAC systems and odor mitigation, compliance with ADA requirements, delivery services, no drive-thru service and separation requirements from schools, child care centers, etc. and the phrase “adjacent to or abutting a residential zoning district”.

The public hearing was then opened by Chairman Corradini. One citizen (Omar Catani, 5747 South Westnedge Avenue) spoke regarding the proposed adult use marihuana ordinance amendments. Mr. Catani asked about the partitioning requirement when a provisioning center and retailer are located at the same location, and the rationale for the determining the boundary lines for the zoning lot “as those line existed on December 31, 2017. Assistant City Attorney Bear and Mr. West responded. No additional citizens called-in to speak regarding the proposed adult use marihuana ordinance amendments. A motion was then made by Commissioner Harrell-Page, seconded by Commissioner Schimmel, to close the public hearing. Upon a roll call vote: Harrell-Page (yes); Patterson (yes); Fries (yes); Joshi (yes); Corradini (yes); Schimmel (yes); Baldwin (yes); Pezzoli (yes); and Myer (yes), the motion was unanimously approved 9-0.

After a brief discussion, a motion was made by Commissioner Joshi, seconded by Commissioner Myer, to waive the second public hearing and recommend to City Council that Ordinance Amendment #19/20-A, Adult Use Marihuana be approved. Upon a roll call vote: Joshi (yes); Meyer (yes); Harrell-Page (yes); Pezzoli (yes); Baldwin (yes); Corradini (yes); Patterson (yes); Fries (yes); and Schimmel (yes), the motion was unanimously approved 9-0.

4. Preliminary Report: Conceptual Plan Amendment for Trade Centre Commercial Planned Development, 300-1150 Trade Centre Way. Mr. West summarized the staff report dated April 9, 2020 regarding a request by Trade Centre Holdings, LLC to amend two previously approved conceptual plans to allow construction of a new 4-story hotel building and associated site improvements on a new approximate 2-acre parcel that includes portions of 750, 850 and 950 Trade Centre Way. Mr. West stated the 30-acre tract of land is zoned CPD, commercial planned development and includes parcels addressed as 300, 400, 500, 550, 650, 750, 850, 950 and 1150 Trade Centre Way. Mr. West stated the first conceptual plan was approved in 2002 (amended in 2012) and involved an approximate 20-acre tract of land that includes parcels 200 400, 500, 550, 650 and 750 Trade Centre Way. Mr. West stated the second conceptual plan was approved in 2004 and involved a 12-acre tract of land that includes parcels 850, 950 and 1150 Trade Centre Way. Mr. West stated the applicant was proposing to amend these two previously approved conceptual plans to allow construction of a new 4-story, 59-foot tall hotel building and associated site improvements on a new approximate 2-acre parcel that includes portions of 750, 850 and 950 Trade Centre Way. Mr. West stated the proposal involves another partnership between the developer and the City of Portage, along with an exchange of land and modification of property lines, whereby the existing city storm water basin located on the 850 Trade Centre Way parcel will be relocated to the northwest to allow construction of the new hotel building. In conjunction with the conceptual plan amendment and consistent with previous approvals, Mr. West stated the applicant was also requesting a height modification and a waiver from the conflicting land use screening requirements.

Greg Dobson of American Village Builders (applicant representative) called-in to support the application and discuss the proposed new hotel project. Mr. Dobson thanked staff for all their assistance during the application review process and also thanked the Planning Commission for conducting the virtual meeting during these challenging times. Mr. Dobson next summarized the history of the Trade Centre CPD and the partnership between Joe Gesmundo and Roger Hinman. Mr. Dobson reviewed development projects which have been completed to date within the CPD including three multi-story office buildings, two multi-story hotels and one restaurant building. Mr. Dobson summarized the proposed new hotel project and discussed efforts to reach out

to the residential neighbors to the west and north. Mr. Dobson discussed the “site line” studies performed between the proposed hotel building and the residences located to the north, northeast and northwest, and the sound mitigation study previously prepared for the adjacent multi-story office buildings. Mr. Dobson discussed the careful planning which has occurred with each development project to preserve the adjacent wetlands, floodplain and natural area along the Portage Creek. The Commission and applicant next discussed various aspects of the proposed project.

The public hearing was then opened by Chairman Corradini. One citizen (Tony Ettwein, 5265 Bronson Boulevard) spoke regarding the conceptual plan amendment and the proposed new hotel development. Mr. Ettwein expressed concern about the screening provision and the visibility of the proposed hotel from his residence. Mr. Ettwein stated that discussions with Mr. Dobson have been very positive and Mr. Dobson has agreed to consult with him and his wife, both pre-construction and post-construction, to ensure their concerns were addressed. No additional citizens called-in to speak regarding the proposed conceptual plan amendment and new hotel project. A motion was then made by Commissioner Schimmel, seconded by Commissioner Harrell-Page, to adjourn the public hearing for the Conceptual Plan Amendment for Trade Centre Commercial Planned Development, 300-1150 Trade Centre Way, to the May 7, 2020 meeting. Upon a roll call vote: Joshi (yes); Meyer (yes); Harrell-Page (yes); Pezzoli (yes); Baldwin (yes); Corradini (yes); Patterson (yes); Fries (yes); and Schimmel (yes), the motion was unanimously approved 9-0.

NEW BUSINESS:

None.

OLD BUSINESS:

None.

STATEMENT OF CITIZENS/COMMISSIONERS

Commissioner Patterson encouraged citizens to continue to follow Planning Commission and City Council meetings even after the Governor’s Executive Order is lifted stating it was an excellent way of staying informed of city activities and projects.

Commissioners Pezzoli and Fries thanked Chairman Corradini and Mr. West for coordinating this virtual meeting and for the pre-meeting preparation.

Commissioner Joshi reminded everyone of the upcoming May 5th election and strongly encouraged everyone to register on-line before April 20th since there will be no precincts open for this election.

Commissioner Baldwin thanked all the front-line workers including health care personnel, law enforcement, fire department, EMTs and others for all their hard work during this national health crisis.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 9:15 p.m.

Respectfully submitted,

Michael West, AICP
Senior City Planner

MATERIALS TRANSMITTED

Tuesday, May 5, 2020

1. Communication from the City Manager regarding the Human Services Board Minutes of the April 30, 2020 Virtual Meeting – Information Only
2. Communication from the City Manager regarding the Revised FY 2020-21 Human/Public Service Funding Recommendation - Information Only
3. Communication from the City Manager regarding the 2020 Capital Improvement Plan Summary – Prioritization – Information Only



Joseph S. La Margo, City Manager

cc Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Joseph S. La Margo, City Manager



SUBJECT: Human Services Board Meeting Minutes

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

Attached are the Human Services Board meeting minutes from the April 30, 2020 Virtual Meeting.

Attachments:

City of Portage Human Services Board Minutes of the Virtual Meeting – April 30, 2020

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Virtual Meeting - April 30, 2020

CALL TO ORDER: The City of Portage Human Services Board meeting of April 30, 2020 was called to order by Chairperson Spalvieri at 6:05 p.m. Pursuant to the “Remote Attendance Rules for Meetings” and Michigan Governor Whitmer’s Executive Order 2020-42, this meeting was held remotely with board members, staff, and the general public participating via video/telephone call-in.

MEMBERS PRESENT: Alice Mwanda, Fi Spalvieri, Effie Kokkinos, Tim Henson, Kathryn Hanfland, Brooke Kolodzieczyk, Nadeem Mirza

MEMBERS EXCUSED: Stephanie Upshaw (sent email prior to meeting)

MEMBERS ABSENT: Diane Durian

STAFF PRESENT: Chris Forth, Interim Director Community Development, Tom McCoy, Neighborhood Program Specialist

APPROVAL OF MINUTES: Hanfland moved and Kolodzieczyk supported a motion to approve the April 2, 2020 minutes. Motion passed 7-0.

NEW BUSINESS:

1. **Reconsideration of the FY 2020-21 Human Public Services Funding Recommendations:** Spalvieri stated the next order of business was to discuss and reconsideration of the FY 2020-21 Human Public Services funding recommendations that was previously forwarded to City Council. Forth stated that per the April 27th memo to the Human Services Board, City Council asked the Board to revisit the Human Public Services funding recommendations in light of the COVID-19 pandemic. Forth mentioned the initial recommendation provided by the Board was finalized before the seriousness of the COVID-19 pandemic was fully understood.

Spalvieri stated that, having attended the April 21st City Council budget session, the Board reevaluate and reprioritize each agency based on three factors that address the greatest needs of Portage residents during this unprecedented time: 1) local non-profit; 2) agency provides services to address anti-poverty issues; and 3) agency provides services to the least advantaged residents of the community. Spalvieri asked the Board for comments and suggestions on how best to go about considering the options. Several Board members offered ideas about potential realignment of funding based on the criteria presented. Other factors considered in the decision included the number of Portage residents served, overall agency budget and other funding sources received. Each agency was discussed individually and those that best met the established criteria and better fulfilled the critical needs of Portage residents were identified. Consequently, these agencies should receive funding in amounts equal to or greater than the previous recommendations. The agencies recommended for an increase in funding include Portage Community Center (+\$5,000), Twelve Baskets (+\$3,750), and Loaves and Fishes (+\$1,000). Several agencies were recommended for a decrease in funding since the services provided are not considered as critical; however, the Board did agree that every agency that submitted a FY2020-21 grant application should receive some level of funding. The agencies recommended for a decrease in funding include Catholic Charities (-\$5,000), Lending Hands (-\$1,000), Kalamazoo Literary Council (-\$1,750), and First Day Show Fund (-\$2,000). This reduction would allow an increase in funding to those agencies that better meet the critical needs of Portage residents who are or will be impacted by the COVID-19 pandemic.

After a brief discussion, a motion was offered by Hanfland and seconded by Henson to convey the revised funding recommendations to City Council as outlined above. The motion was approved 7-0.

STATEMENTS OF CITIZENS: None Received

ADJOURNMENT: There being no further discussion to come before the Board, a motion was made by Mwanda and seconded by Hanfland to adjourn the meeting at 8:00 p.m. Motion was approved 7-0.

Respectfully Submitted,

Tom McCoy, Neighborhood Program Specialist

DRAFT

TO: Honorable Mayor and City Council

FROM: Joseph S. La Margo, City Manager



SUBJECT: Revised FY 2020-21 Human/Public Service Funding Recommendation

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

Attached is the Revised FY 2020-21 Human/Public Service Funding Recommendation.

Attachments:

Revised FY 2020-21 Human/Public Service Funding Recommendation

TO: City Council

FROM: Human Services Board

DATE: May 4, 2020

SUBJECT: Revised FY2020-21 Human/Public Service Funding Recommendation

At the request of City Council, the Human Services Board reviewed the previously recommended FY2020-21 Human/Public Service funding recommendation during the April 30, 2020 meeting. As the Council is aware, the Board's initial recommendation was completed before the seriousness of the COVID-19 pandemic was completely understood. This additional review was undertaken to determine if any changes to the initial recommendation were warranted due to the COVID-19 impacts on Portage residents. Based on the discussion that took place on April 30th, the Board has prepared the following revised recommendation.

The Board reevaluated and reprioritized each agency based on three factors that address the greatest needs of Portage residents during this unprecedented time: 1) local non-profit; 3) agency provides services to address anti-poverty issues; and 3) agency provides services to the least advantaged residents of the community. Other agency factors considered in the decision included the number of Portage residents served, overall agency budget and other funding sources received. Each agency was discussed individually and those that best met the established criteria were identified. The Board also identified agencies who do not provide services considered critical during the COVID-19 pandemic and, as a result, their funding could be reduced (not eliminated) in order to provide additional funding to those higher priority agencies. After reviewing each applicant and services provided, the Board concluded each agency that submitted a FY2020-21 grant application should receive some level of funding.

After careful review of all agencies and related services provided, the Board voted unanimously to recommend the following funding changes as outlined in the table below:

Post COVID-19 FY2020-21 Human/Public Service Funding Recommendation			
Service Agency	Pre-COVID-19	Post COVID-19	Proposed Change
PCC	\$75,484	\$80,484	+5,000
Housing Resources	\$27,000	\$27,000	No change
YWCA	\$19,000	\$19,000	No change
Catholic Charities	\$17,000	\$12,000	-5,000
Twelve Baskets	\$4,550	\$8,300	+3750
Loaves & Fishes	\$4,000	\$5,000	+1000
Community Healing Centers	\$9,000	\$9,000	No change
Gryphon Place	\$3,700	\$3,700	No change
Lending Hands	\$5,000	\$4,000	-1000
Kalamazoo Literacy Council	\$2,750	\$1,000	-1750
Diapers & Etc.	\$3,750	\$3,750	No change
First Day Shoe Fund	\$3,000	\$1,000	-2000

As indicated in the table above, three agencies determined to provide more critical needs during this unprecedented time are being recommended for an increase in funding. These three agencies include Portage Community Center (+\$5,000), Twelve Baskets (+\$3,750), and Loaves and Fishes (+\$1,000). As a result of these increases, four agencies were recommended for a decrease in funding since the services provided are not considered critical at meeting the needs of Portage residents and include Catholic Charities (-\$5,000), Lending Hands (-\$1,000), Kalamazoo Literary Council (-\$1,750), and First Day Show Fund (-\$2,000).

If City Council has any additional questions concerning the revised FY2020-21 Human/Public Service Funding Recommendation, please advise at your earliest convenience.

Sincerely,

Fi Spalvieri, Chairperson
Human Services Board

Attachments: April 30, 2020 Human Services Board Meeting Minutes (Draft)

TO: Honorable Mayor and City Council

FROM: Joseph S. La Margo, City Manager



SUBJECT: 2020 Capital Improvement Program Summary - Prioritization

SUPPORTING PERSONNEL: Bill Furry, Finance Director

Attached is the 2020 Capital Improvement Program Summary - Prioritization.

Attachments:

2020 Capital Improvement Program Summary – Prioritization

KEY:



Planned to Proceed

Fund Dependent

Most Likely to be Delayed

Dept	Project Title	Project Description	Funding Source	FY20-21	Finance Comments	Link to CIP Project Profile
------	---------------	---------------------	----------------	---------	------------------	-----------------------------

Streets**Major Street Reconstruction:**

T&U	East Milham Avenue	S Westnedge to Portage Road	MAP-21 \$1,455, Act-51, CIP Fund	1,583	MDOT Funding (70/30)	Project 1
T&U	South Westnedge Avenue	Osterhout to South Shore Dr	CIP Fund	1,060		Project 1
T&U	Moorsbridge Road	W Centre Ave to Romence Rd	CIP Fund	1,175		Project 1

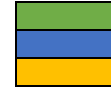
Major Street Design Engineering:

T&U	Lovers Lane	E Milham Ave to E Kilgore Rd	MAP-21 \$750 & Act-51 funds, CIP Fund	150	MDOT Funding	Project 3
T&U	South Westnedge Avenue	Melody Ave to Centre Ave	CIP Fund	98		Project 3
T&U	Romence Road	Angling Rd to Oakland Dr	CIP Fund	125		Project 3
T&U	Cox's Drive	E Shore to Centre Ave	Act-51 & CIP Fund	63		Project 3
T&U	South Westnedge Avenue	Mall Dr to Trade Centre Way	MAP-21 \$200, Act-51 & CIP Fund	35	MDOT Funding	Project 3

Other Street Projects:

T&U	Local Street Reconstruction Program	FY 20-21: Cypress, Evergreen, Hickory Point, Kalarama, Radcliffe, Ridgefield, Tattersall, Trotwood, Westchester, & Westshire.	CIP Fund	1,320		Project 2
T&U	Local Street Design Engineering	Design engineering for the following fiscal year's Local Street reconstruction projects	CIP Fund	166		Project 3
T&U	Milham Avenue Traffic Signal/Fiber Network Improvements	Upgrade signals & mast arms: FY 20-21: Oregon & Newport, fiber install from Constitution to Portage	MAP-21 \$450, Act-51 & CIP Fund	800	MDOT Funding (70/30)	Project 4
T&U	Local Street Traffic Calming	Install traffic calming features & measures to promote speed limit compliance on local streets.	CIP Fund	25		Project 5
T&U	Accessible Pedestrian Signal Installation	Install pedestrian signal actuators & indicators at intersections as warranted & requested.	CIP Fund	20		Project 6
Total Streets				\$ 6,620		

KEY:



Planned to Proceed

Fund Dependent

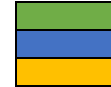
Most Likely to be Delayed

Dept	Project Title	Project Description	Funding Source	FY20-21	Finance Comments	Link to CIP Project Profile
------	---------------	---------------------	----------------	---------	------------------	-----------------------------

Sidewalks & Bikeways

DPW	Portage Multi-use Trail System Improvements	FY 20-21: S Westnedge Bikeway (E Centre to Melody) & Portage Creek Bicentennial Park Trail (PCBPT), Brown to Currier.	CIP Fund	57	Contingent on the S Westnedge Major Street project	Sidewalks & Bikeways 1
DPW	Sidewalk Improvements	FY 20-21: Remove & repair deteriorating sidewalks in Haverhill Park area.	CIP Fund	55		Sidewalks & Bikeways 2
T&U	East Milham Ave Pedestrian Bridge Rehabilitation	Clean, repair, & recoat steel areas of E Milham Ave Pedestrian Bridge with a 3-coat epoxy system.	CIP Fund	350	Must be complete in Fall 2020 to proceed MDOT-funded street reconstruction	Sidewalks & Bikeways 3
Parks	Parks and Trails Design Engineering	Design engineering for parks & trail system routes, property acquisitions & surveys, wetland delineations, appraisals, initial title work, permits, & legal fees.	CIP Fund	150	\$85K needed for East Central Trailway - scheduled for 20-21 (possible KATS/MDOT funding), remainder is delayed	Sidewalks & Bikeways 4
Total Sidewalks & Bikeways				612		

KEY:



Planned to Proceed

Fund Dependent

Most Likely to be Delayed

Dept	Project Title	Project Description	Funding Source	FY20-21	Finance Comments	Link to CIP Project Profile
------	---------------	---------------------	----------------	---------	------------------	-----------------------------

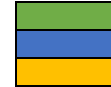
Water

Water	Storm Drainage Improvements Program	Address flood prone areas, expand retention basins, berms to redirect flows, storm sewer improvements, & drainage channel regrading.	Water fund	100		Water 1
Water	Hampton Creek Bog Drainage Improvements	Construct a dedicated storm water surface outlet from Hampton Creek Bog to Portage Creek.	Water fund	1,000		Water 2
Water	Consolidated Drain Rehabilitation	Soil & water quality testing, analysis, channel cleaning & rehab of existing Consolidated Drain.	Water fund	800		Water 3
Water	Ridgefield Road Cypress Street & Daventry Ave Water Main Replacement	Replace mains on Daventry, Shoreham to Cypress, on Cypress, Daventry to Ridgefield, on Ridgefield, Cypress to Trotwood & from Daventry to well field.	Water fund	700	Combined with local street project	Water 4
Water	East Milham Avenue Water Main Replacement	Replace mains in E Milham from S Westnedge to Concord.	Water fund	500		Water 5
Water	Cypress Street Water Main Pfitzer Street to West Milham Ave	Install main on Cypress from Pfitzer to W Milham, with water services & lawn restoration	Water fund	165	Combined with local street project	Water 6
Water	SCADA system Upgrade	Replace controllers & radios of the Supervisory Control and Data Acquisition system (SCADA), which controls and monitors the water system. Upgrade is planned every five years.	Water fund	100		Water 7
Total Water				3,365		

Sewer

Sewer	Lift Station Renovations	Replace control panels, pumps, wet well, landscape sites as needed.	Sewer Fund	750		Sewer 1
Sewer	Westnedge Ave Lift Station Renovation	Renovate S Westnedge Lift Station & replace force main from the lift station to Crocket Avenue.	Sewer Fund	700		Sewer 2
Sewer	Westnedge Ave Sanitary Sewer Lead Installation	Install & replace sewer leads in conjunction with the S Westnedge reconstruction, South Shore to Osterhout.	Sewer Fund	60		Sewer 3
Total Sewer				1,510		

KEY:



Planned to Proceed

Fund Dependent

Most Likely to be Delayed

Dept	Project Title	Project Description	Funding Source	FY20-21	Finance Comments	Link to CIP Project Profile
------	---------------	---------------------	----------------	---------	------------------	-----------------------------

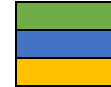
Police

Police	Police Vehicles	Replace marked & unmarked units after 105,000 miles. Replace unmarked units after 95,000 miles or ten years. Corresponding replacements of both marked and unmarked vehicles with related equipment are planned for future years.	CIP Fund	332		Police 1
Police	800 MHz Radio Equipment Conversion	Purchase new portable radios and new Vehicle radios capable of transmitting and broadcasting on 800 MHz	CIP Fund	200		Police 2
Police	Automated Environmental Controls	Replacement of the current manual environmental control system with an automated system. Replace all florescent lighting with motion sensing LED lighting.	CIP Fund	80		Police 3
Total Police				612		

Fire

Fire	Replace 2002 Fire Pumper	Replace 2002 Type I Fire Pumper with new engine.	CIP Fund	600	Funding is not required in FY20-21, will need funding FY21-22	Fire 1
Fire	Mobile Computer/Mobile Video Replacement	Upgrade hardware of ruggedized mobile computers & digital mobile recorders, including digital recording, network connectivity, & replacement of older equipment.	CIP Fund	198		Fire 2
Fire	Replace Training Officer Vehicle	Truck or SUV for Training Officer	CIP Fund	60		Fire 3
Total Fire				858		

KEY:



Planned to Proceed

Fund Dependent

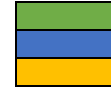
Most Likely to be Delayed

Dept	Project Title	Project Description	Funding Source	FY20-21	Finance Comments	Link to CIP Project Profile
------	---------------	---------------------	----------------	---------	------------------	-----------------------------

Public Facilities

Parks	Community Senior Center Facility	FY 20-21: Construction of new facility.	Donations (50%) & CIP Fund (50%)	9,300	Total budget \$11M (\$915 in FY 19-20, \$785 in FY 21-22)	Public 1
CMO	Property Acquisitions	Property and/or easements for community enhancement.	CIP Fund	400		Public 2
Com Dev	City Hall Improvements	FY 20-21: Replace City Hall membrane & shingled roofing & joints.	CIP Fund	280		Public 3
Com Dev	Lake Centre District Enhancement	Enhance the Southeast corner of Portage Road & Zylman Avenue	CIP Fund	175		Public 4
DPW	Public Works Facility Improvements	FY 20-21: Replace & upgrade HVAC.	CIP Fund	165		Public 5
Com Dev	Comprehensive Plan Update	Update the 2014 City of Portage Comprehensive Plan.	CIP Fund	75		Public 6
DPW	Public Works Facility Parking and Driveway Improvements	Replace parking lot and driveway, install emergency exit, restripe asphalt.	CIP Fund	72		Public 7
DPW	Cemetery Improvements	FY 20-21: Plot & mark new cemetery sections & update irrigation at South Cemetery.	CIP Fund	31		Public 8
Total Public Facilities				10,498		

KEY:



Planned to Proceed

Fund Dependent

Most Likely to be Delayed

Dept	Project Title	Project Description	Funding Source	FY20-21	Finance Comments	Link to CIP Project Profile
------	---------------	---------------------	----------------	---------	------------------	-----------------------------

Parks & Recreation

DPW	Park Trail Improvements	FY 20-21: Bishop's Bog Walk.	CIP Fund	950	Only 700ft (\$189K) is fund dependent, remainder is delayed	Parks & Rec 1
Parks	Elijah Root Mill Dam Design Plan	FY 20-21: Demo & remediation of Elijah Root Mill Dam.	CIP Fund	600		Parks & Rec 2
DPW	Park Lighting Improvements	FY 20-21: Light pole install on Portage Creek Bicentennial Park Trail south.	CIP Fund	209		Parks & Rec 3
DPW	Park Parking Lot/Walkway Improvements	FY 20-21: Overlay portions of Ramona Park lots, continue repairs to failed asphalt in other parks.	CIP Fund	175		Parks & Rec 4
Parks	Ramona Park Improvements	FY 20-21: Convert 2 tennis courts to 4 pickleball courts.	CIP Fund	170		Parks & Rec 5
Parks	Eliason Nature Reserve Development	FY 20-21: Re-route northern trail section to land acquisition at 9224 Portage Industrial Dr.	CIP Fund	110		Parks & Rec 6
DPW	Court Resurfacing/Repair (parks)	FY 20-21: S Westnedge: Replacement of hockey rink surface, fencing and netting	CIP Fund	66		Parks & Rec 7
Parks	Park playground Improvements & Amenities	Install new play structure, fencing and plantings; FY 20-21: Celery Flats, Eliason Nature Reserve, Haverhill, Lexington Green.	CIP Fund	65		Parks & Rec 8
Parks	Celery Flats Historic Area Improvements	FY 20-21: Amphitheater lighting & electrical upgrades, stage & seating improvements, sound booth.	CIP Fund	60		Parks & Rec 9
Parks	Park Art Displays	FY 20-21: Art displays in parks & along trails; Central Park Sculpture Walk, Portage Arbor Art, & Shaver Road Trail Art Gallery.	CIP Fund	28		Parks & Rec 10
DPW	Park Restroom/Shelter Improvements	FY 20-21: Central Park bandshell, Liberty Park shelters.	CIP Fund	27		Parks & Rec 11
Total Parks & Recreation				2,460		

Debt Service* 4,883

Total CIP Expenditures 31,418

* May change based on available revenue sources

KEY:

Planned to Proceed

Fund Dependent

Most Likely to be Delayed

Dept	Project Title	Project Description	Funding Source	FY20-21	Finance Comments	Link to CIP Project Profile
------	---------------	---------------------	----------------	---------	------------------	-----------------------------

Bonding Analysis

Based on reduced revenue projections

Non-utility REVENUES (revised from CIP book):

Property Tax (revised)	4,353
PPT Reimbursement	1,109
ACT 51 (revised)	1,078
Municipal Streets (revised)	1,450
General Fund transfers (revised)	617
Federal Funding (MDOT)	1,905
Senior Center - Contributions (revised)	2,200
Total Non-Utility Revenue- REVISED	12,712

CIP EXPENDITURES Prioritized:

Planned to Proceed
Fund Dependent
Most Likely to be Delayed

17,362
1,385
7,788
26,535

TOTALS Less Sewer & Water:

13,352
1,385
6,923
21,660

Debt Service Payments	4,883	4,883
-----------------------	-------	-------

Total CIP Expenditures	31,418	26,543
-------------------------------	---------------	---------------

* Doesn't include bonding for unfinished prior year CIP projects

*Bonding Required:

Planned to Proceed
Fund Dependent
Most Likely to be Delayed

(5,523)
(6,908)
(13,831)

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Proposed Fiscal Year 2020-2021 Budget

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: Hold a Public Hearing on the proposed Fiscal Year 2020-2021 Budget and the tax rate required to support the proposed Budget.

On April 14, 2020, City Council was presented with the proposed 2019-2020 Fiscal Year budget in accordance with Section 7.2 of the City Charter. City Council held two budget work sessions on April 21 and May 5, 2020. The next step is to conduct a public hearing.

Highlights of the proposed budget include:

- Continued emphasis on street maintenance and improvements;
- No increase in water and sewer rates for the next year;
- Maintenance of the City Council prescribed fund balance for the General Fund at twenty four percent (24%) of General Fund expenditures;
- Preservation of the City of Portage position in the lower twenty five percent (25%) of all Michigan cities with populations between 30,000 and 80,000 in terms of millage level.

The levied millage for Fiscal Year 2020-2021 is unchanged at a total of 10.6400 mills, with a reallocation of millages between tax-levy supported funds. The reallocation increases General Fund revenues to ensure maximum available resources to support operations as the financial effects of the COVID-19 pandemic become known.

The City Charter and state law requires publication of the public hearing notice, and that a public hearing is held prior to adoption of the proposed budget. The Notice of Public Hearing appeared in the April 29, 2020 edition of the Kalamazoo Gazette. Given that the proposed tax rate of 10.6400 mills for the Fiscal Year 2020-2021 budget does not exceed the 2019 base tax rate, a Truth in Taxation Hearing and Resolution for 2020 is not required. The tax levy for 2020 is the same as 2019.

Final adoption of the proposed Fiscal Year 2020-2021 budget will be considered by City Council at its regular meeting on May 26, 2020.

FUNDING: N/A

Attachments: 1. Millage reallocation

MILLAGE REALLOCATION

Millage	2019/20 Rates	2020/21 Recommended Rates	Change From 2019/20 Rates
General Fund	7.3200	7.5000	0.1800
Capital Improvement	2.0000	2.0000	0.0000
Curbside Recycling	0.3000	0.2450	-0.0550
Leaf Pickup/Spring Cleanup	0.3340	0.2450	-0.0990
Municipal Streets Fund	0.6760	0.6500	-0.0260
	10.6400	10.6400	0.0000

No change in overall millage is proposed.