

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

5:30 p.m. Community Image Building Presentation with Planning Commission.

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Proclamation honoring the Pfizer Corporation.
2. Resolution honoring Representative Brandt Iden.
3. Resolution honoring Representative Jon Hoadley.

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
 - a. Regular Meeting of December 1, 2020.
 - b. Pre-Council Meeting of December 14, 2020.
2. Approval of the Accounts Payable Register of December 15, 2020 as presented.
3. Adopt the:
 1. 2021 Freedom of Information Act fees,
 2. 2021 Recreation and Park Facility fees,
 3. 2021 Community Development and Building Permit fees, and
 4. 2021 Special Assessment Rates.
4. Approve the proposed Guaranteed Maximum Price of \$10,806,981 with American Village Builders (AVB) for construction of the Charles and Lynn Zhang Portage Community Senior Center.
5. Authorize the purchase of eight vehicles as noted through the State of Michigan MiDEAL and Sourcewell Purchasing Programs at a total cost of \$278,324 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.
6. Approve the purchase of property addressed as 2005 West Milham Avenue in the amount of \$162,750 and authorize the City Manager to execute all documents on behalf of the city.
7. Authorize the expenditure of \$136,139.24 for data collection, monitoring and analysis software to FirstWatch Solutions Inc., and authorize the City Manager to execute all documents on behalf of the city.
8. Award a contract to perform engineering services for the microsurfacing of South Westnedge Avenue from Mall Drive to Trade Centre Way to Fleis & Vandenbrink of Kalamazoo, Michigan, in the amount not-to-exceed \$96,500 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
9. Accept the application for an industrial tax abatement from Midwest Fastener for property located at 9031 Shaver Road, and adopt Resolution No. 1-20 establishing a public hearing to: 1) establish Industrial Development District No. 93 and 2) set a hearing for an Industrial Facilities Exemption Certificate at 9031 Shaver Road on January 12, 2021.

10. Grant the request for an appeal of an Adult-Use Retail application from Michigan Pure Green, LLC, for 9017 South Sprinkle Road.
 11. Set a Special Meeting on Tuesday, January 12, 2021, beginning at 5:30 p.m., to interview Board and Commission applicants.
 12. Calendar of Meetings:
 - December Board of Review, Tuesday, December 15, 2020 at 10:00 a.m. - Council Chambers & Virtual Meeting.
 - Senior Citizen Advisory Board, Wednesday, December 16, 2020 - CANCELLED.
 - Planning Commission, Thursday, December 17, 2020 - CANCELLED.
 - Kalamazoo County Public Art Commission, Tuesday, December 22, 2020 at 11:30 a.m. - Virtual Meeting.
 - *NOTE: All above meetings are subject to cancellation or inclusion/transition of a "virtual" aspect 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 most public meetings is: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.) Most 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.*
 13. Minutes of Boards & Commissions:
 - a. Environmental Board of November 11, 2020.
 - b. Human Services Board of November 12, 2020.
 14. Materials Transmitted of December 15, 2020.
 - B. Petitions and Statements of Citizens:
 - C. Communications:
 1. Communication from the Environmental Board regarding a Climate Change Resolution.
 - a. Response to the December 1, 2020, Communication from the Environmental Board.
 2. Communication from Patricia Thompson regarding city health insurance agreements.
 - D. Public Hearings:
 1. Subsequent to the hearing, approve Resolution No. 1-20 for the transfer of the Industrial Facilities Tax Exemption Certificate from Kenco Logistic Services, LLC to Stryker Corporation for Industrial Development District No. 90 at 6501 Portage Road subject to the above conditions, and authorize the City Manager to sign all documents on behalf of the city.
 - 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

HONORING PFIZER MANUFACTURING OF PORTAGE

- WHEREAS,** the Pfizer Corporation is a proven, reliable multinational vaccine producer, supplying vaccines to more than 165 countries, manufacturing more than 200 million vaccine doses annually and is one of the largest sterile injectables suppliers in the world, producing more than 1 billion sterile units per year; and
- WHEREAS,** on March 17, 2020, Pfizer announced a collaboration with BioNTech (Biopharmaceutical New Technologies) - a next generation immunotherapy company pioneering novel therapies for cancer and other serious diseases, to co-develop and distribute a mRNA-based coronavirus vaccine (BNT162b2) aimed at preventing COVID-19 infection; and
- WHEREAS,** there are three key areas where all vaccines must demonstrate success in order to be approved for public use: proven effective, proven safe, and shown that the vaccine can be consistently manufactured at the highest quality standards; and
- WHEREAS,** as of December 11, 2020, Pfizer proved it could meet all three of the successful indicators for a vaccine against COVID-19 when the Pfizer-BioNTech COVID-19 vaccine was authorized for emergency use by the U.S. Food and Drug Administration (FDA) under an Emergency Use Authorization to prevent Coronavirus Disease 2019 (COVID-19) for use in individuals 16 years of age and older; and
- WHEREAS,** the Pfizer Manufacturing Site in Portage is the primary distribution site where the COVID-19 vaccines ship directly to the point of use via road and air transportation to reach vital destinations all over the world; and
- WHEREAS,** billions of people, millions of businesses and hundreds of governments around the world are investing their hopes in a safe and effective COVID-19 vaccine to overcome this pandemic; and
- WHEREAS,** for 171 years, Pfizer has been known for its high-quality standards in discovering breakthroughs that change patients' lives. An effective and safe COVID-19 vaccine will be one of the most meaningful breakthroughs to a great number of people, and the community of Portage is proud to have Pfizer call Portage "home."

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, do hereby proclaim that this city honors and recognizes the Pfizer Corporation for its historic strides against COVID-19, locally and globally.

Signed this 15th day of December, 2020

Patricia M. Randall, Mayor

RESOLUTION HONORING

Representative Brandt Iden

WHEREAS, Brandt Iden currently serves the State of Michigan as a member of the Michigan House of Representatives District 61 from January 1, 2015 with his term ending on December 30, 2020; and

WHEREAS, Brandt Iden has served on many committees including, but not limited to, the Ways and Means Committee, Commerce and Trade Committee, Oversight Committee, Regulatory Reform Committee, Workforce and Talent Development Committee, Communications and Technology Committee, Tax Policy Committee; and

WHEREAS, Brandt Iden, in his role as Michigan House of Representative District 61, has contributed to the City of Portage for the benefit of the residents of the City of Portage;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Portage, Michigan, acknowledge the many contributions of Brandt Iden to the City Council and on behalf of the citizens of the City of Portage, and acknowledge many years of faithful and valuable service to this community; and

BE IT FURTHER RESOLVED that a copy of this resolution be placed in the Heritage Room of the Portage District Library so the contributions of Brandt Iden to the Portage community may be continually recognized by future generations of Portage citizens.

Dated: December 15, 2020

Mayor Patricia M. Randall

Councilmember Claudette Reid

Mayor Pro Tem Jim Pearson

Councilmember Terry Urban

Councilmember Chris Burns

Councilmember Lori Knapp

Councilmember Vic Ledbetter



RESOLUTION HONORING

Representative Jon Hoadley

WHEREAS, Jon Hoadley currently serves the State of Michigan as a member of the Michigan House of Representatives District 60 from January 1, 2015 with his term ending on December 30, 2020; and

WHEREAS, Jon Hoadley has served on many committees including, but not limited to, the Appropriations Committee, House Fiscal Agency Governing Committee, General Government Subcommittee, Health and Human Services Subcommittee, Higher Education and Community Colleges Subcommittee, Elections and Ethics Committee, Ranking Minority Member on the Judiciary Subcommittee, Agriculture and Rural Development Subcommittee, Environmental Quality Subcommittee; and

WHEREAS, Jon Hoadley, in his role as Michigan House of Representative District 60, has contributed to the City of Portage for the benefit of the residents of the City of Portage;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Portage, Michigan, acknowledge the many contributions of Jon Hoadley to the City Council and on behalf of the citizens of the City of Portage, and acknowledge many years of faithful and valuable service to this community; and

BE IT FURTHER RESOLVED that a copy of this resolution be placed in the Heritage Room of the Portage District Library so the contributions of Jon Hoadley to the Portage community may be continually recognized by future generations of Portage citizens.

Dated: December 15, 2020

Mayor Patricia M. Randall

Councilmember Claudette Reid

Mayor Pro Tem Jim Pearson

Councilmember Terry Urban

Councilmember Chris Burns

Councilmember Lori Knapp

Councilmember Vic Ledbetter



CITY COUNCIL MEETING MINUTES FROM DECEMBER 1, 2020

Mayor Patricia Randall called the Regular Meeting to order at 7:08 p.m. following the virtual Tree Lighting Ceremony. The regular meeting was held virtually as permitted by Senate Bill 1108. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Chris Burns, Vic Ledbetter, Claudette Reid, and Terry Urban were present. All members participated virtually from Portage, Michigan. Councilmember Lori Knapp was absent with excuse. Also in attendance were City Manager Joe La Margo, City Attorney Catherine Kaufman, Deputy City Manager Adam Herringa, Deputy City Manager Mike Carroll, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to honor all denominations and reflect upon hope in the COVID-19 vaccine creation by Pfizer Inc. and the vital role the Portage workforce has in the global solution. 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. Motion by Reid, seconded by Burns, to approve the Consent Agenda as presented. Upon a roll call vote, motion carried 6 to 0.

APPROVAL OF MINUTES: Motion by Reid, seconded by Burns, to approve the minutes of the Regular Meeting of November 17, 2020, and Pre-Council Meeting of November 30, 2020. Upon a roll call vote, motion carried 6 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF DECEMBER 1, 2020: Motion by Reid, seconded by Burns, to approve the Accounts Payable Register of December 1, 2020. Upon a roll call vote, motion carried 6 to 0.

HEALTH INSURANCE CONTRACT RENEWALS: Motion by Reid, seconded by Burns, to approve: one-year contracts with Blue Cross Blue Shield of Michigan, Blue Care Network for employee health insurance; and, maintaining current employer/employee cost-sharing practices by taking action to exempt the city from requirements of P.A. 152 for the 2021 medical benefits plan year, and authorize the City Manager to execute all documents related to the contract renewals on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

APPOINTMENT OF KELLY PETERSON AS DIRECTOR OF DEVELOPMENT SERVICES: Motion by Reid, seconded by Burns, to confirm the appointment of Kelly Peterson as Director of Development Services. Upon a roll call vote, motion carried 6 to 0.

MINUTES OF BOARDS AND COMMISSIONS: Motion by Reid, seconded by Burns, to receive the minutes of the Construction Board of Appeals of September 15, 2020. Upon a roll call vote, motion carried 6 to 0.

CALENDAR OF MEETINGS: Motion by Reid, seconded by Burns, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 6 to 0.

PETITIONS AND STATEMENTS OF CITIZENS: No citizens attended the meeting in-person or called into the meeting.

PUBLIC HEARINGS:

REZONING APPLICATION #20/21-2, 4627 S. LONG LAKE DRIVE: Mayor Randall opened the public hearing. Interim Community Development Director Chris Forth summarized the proposed rezoning, noting that the designation had been revised to R1-A since the initial reading instead of R1-B. Councilmember Urban inquired as to which zoning designation was more restrictive. Interim Director Forth responded that R1-B was more restrictive due to yard dimension requirements. Councilmember Reid asked whether the applicant had requested the zoning designation revision. Interim Director Forth responded that city staff had proposed the option and the applicant agreed that R1-A was a better designation. As no one was present in Council Chambers or on the phone line, Mayor Randall requested a motion to close the public hearing.

Motion by Pearson, seconded by Burns, to close the public hearing. Upon roll call vote, motion carried 6 to 0.

Mayor Pro Tem Pearson expressed his support for rezoning the lot to allow for redevelopment. Councilmember Reid relayed her appreciation for city staff working with the applicant for the optimal zoning option.

Motion by Burns, seconded by Pearson, to approve Rezoning Application #20/21-2 for 4627 S. Long Lake Drive, changing the zoning from B-1, local business to R-1B, single-family residential. Upon roll call vote, motion carried 6 to 0.

UNFINISHED BUSINESS:

ORDINANCE AMENDMENT #20/21-A, GRADING AND SOIL EROSION CONTROL: Mayor Randall introduced the item, noting that the ordinance amendment was first introduced at the November 17th Regular City Council Meeting. City Manager La Margo and Interim Director Forth summarized the item, noting the recommended amendments were intended to bring the city's existing Soil Erosion Ordinance in line with state requirements. Councilmember Burns reiterated the concern discussed at the November 17th meeting regarding the administering entity. He noted the County would be charged with oversight of the permitting process should the city choose not to adopt the ordinance amendments and asked Interim Director Forth which option would be in the city's best interest. Interim Director Forth responded that Portage citizens would best be served by the city administering the soil erosion permitting process, citing increased customer service and responsiveness.

Motion by Burns, seconded by Reid, to adopt Ordinance Amendment #20/21-A, Grading and Soil Erosion Control. Upon roll call vote, motion carried 6 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Reid provided an update of the I Love Portage Essay Review Committee including Councilmembers Burns and Urban. She summarized the Councilmember review process, essay contest basis, and the range of students that provided submissions. Councilmember Burns expressed appreciation for both the quality of the essays and the viewpoints of the local students. He thanked everyone who submitted an essay and

encouraged the students to maintain the good work. Councilmember Urban noted the annual essay contest is a long-standing tradition that is enjoyable. He reminisced that he encouraged his daughters to submit essays, as well as receive assistance with reviewing.

Motion by Reid, seconded by Burns, to accept the Council Committee Reports as presented. Upon roll call vote, motion carried 6 to 0.

NEW BUSINESS:

IDD NO. 90 FOR 6501 PORTAGE ROAD (KENCO) - IFT TRANSFER: Mayor Randall introduced the item and asked city staff to summarize the matter. Interim Director Forth responded that Stryker was in the process of acquiring the property at 6501 Portage Road where Kenco Logistics currently operates, noting the matter had been recently added to the agenda due to a time-sensitive property sale. He highlighted that Stryker was also seeking to transfer the Industrial Facilities Tax Exemption Certificate previously granted to Kenco as part of the transaction. Mr. Forth relayed that PA 198 permitted such a transfer, pending a hearing for the affected taxing jurisdictions to be heard on the matter to City Council approval.

Councilmember Reid asked how such a tax abatement transfer was anticipated to be carried out. Interim Director Forth responded that the abatement would continue as originally approved by Council and operations would remain status quo, but the owner of the certificate would be transferred from the current property owner to Stryker. Councilmember Reid then inquired how long was left on the abatement period. Interim Director Forth responded he was unsure but stated that supplemental information would be provided at the next City Council meeting for the hearing on the matter.

Mr. Matt VanDyke, legal representative from Miller Canfield spoke on behalf of the Stryker Corporation and summarized Stryker's plan for the business arrangement. Following his statements, Mayor Randall inquired whether Kenco Logistics would still be involved. Mr. VanDyke answered that the current operation would continue with Kenco Logistics leasing the building; the only change would be with the actual property owner. He stated that the current property owner is a real estate firm known as JDK Logistics with Kenco leasing the building for its operations at 6501 Portage Road. Under the current proposal, Mr. VanDyke stated Kenco would remain the lessee with Stryker assuming ownership of the property and abatement.

Councilmember Burns inquired regarding the provision in the Action Recommended noting "or as soon thereafter as may be heard". City Clerk Eklov responded that such language is included in notices because the hearing would occur later in the Regular Meeting on December 15th and not the beginning.

Motion by Burns, seconded by Reid, to set a hearing at City Hall on December 15, 2020, at 7:00 p.m. or as soon thereafter as may be heard, and provide the City Assessor and a representative of each of the taxing units which levies ad valorem taxes in the City of Portage an opportunity to be heard on the question of the transfer of the Industrial Facilities Tax Exemption Certificate from Scannell Properties (corrected to Kenco Logistics) to Stryker Corporation for Industrial Development District No. 90 at 6501 Portage Road. Upon a roll call vote, motion carried 6 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER:

Mayor Randall began City Council statements by noting the Consent Agenda had included an item to appoint Kelly Peterson as the new Director of Development Services and asked her to introduce herself. Ms. Peterson briefly summarized her background and expressed her excitement as she begins with the city.

Councilmember Reid commented on the recent unusual Thanksgiving holiday due to COVID-19, noting that she and her husband had stayed home, participating in many virtual gatherings. She thanked local families for making safe accommodations during these difficult times and encourage everyone to maintain safe habits. Councilmember Reid closed with a reminder of Small Business Saturday, stressing the need to continue supporting local businesses during the 2020 holiday season.

Councilmember Burns highlighted Kalamazoo County's guide for insight on safety measures during COVID-19, expressing concern with increasing positive cases nationwide. He then thanked Interim Director Forth for his time, efforts, and knowledge in working for the city, and welcomed incoming Director Peterson. Councilmember Burns noted the day was also known as Giving Tuesday nationally, encouraging local donations to Kalamazoo Loaves and Fish, as well as the Portage Community Center. He closed by announcing the name of his new puppy was Murphy.

Councilmember Urban began by welcoming Ms. Peterson to her new role. He then noted celebrating the Thanksgiving holiday during COVID-19 was difficult, especially in light of rising cases, but encouraged everyone to continue to stay careful and socially distant.

Councilmember Ledbetter also welcomed Ms. Peterson. He highlighted that the day was also the 65th anniversary of Rosa Parks' bus boycott, noting that 65 years is still quite recent.

City Manager La Margo thanked Interim Director Forth for his leadership and welcomed Ms. Peterson, noting he looked forward to her input. Mr. La Margo also thanked Parks and Recreation Director Kathleen Hoyle for the Tree Lighting event and other holiday programs efforts.

Mayor Pro Tem Pearson expressed appreciation for Councilmember Burns' naming of his new dog. Mr. Pearson then thanked Interim Director Forth for his efforts, as well as welcomed Ms. Peterson, noting he was also looking forward to her ideas and input on city projects.

Mayor Randall began by congratulating Councilmember Burns on his new dog's name. She also thanked Interim Director Forth and welcomed Ms. Peterson. Mayor Randall then thanked Director Hoyle for her modified Tree Lighting Ceremony to accommodate COVID-19 and encouraged everyone to visit the holiday light displays in Portage. She also highlighted the upcoming visits by Santa Claus to the local parks for the upcoming weekend and associated safety measures. Mayor Randall then spoke of the upcoming ice rink opening at Millennium Park, pending further directives from the State of Michigan Health and Human Services Department. She closed by noting daily business at City Hall was currently via appointment only as a COVID-19 safety measure.

ADJOURNMENT: Mayor Randall adjourned the meeting at 7:54 p.m.

Erica L. Eklov, City Clerk

DRAFT

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF DECEMBER 14, 2020**

Mayor Patricia Randall, via the WebEx meeting platform, called the meeting to order at 8:00 a.m. Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Mayor Pro Tem Jim Pearson also joined via the WebEx meeting platform. In compliance with Michigan Public Act 228, the Mayor and Councilmembers disclosed they were all participating in the meeting virtually from Portage, Michigan. Councilmember Urban was absent with excuse. Also in attendance were City Manager Joseph La Margo, Deputy City Manager Mike Carroll, Deputy City Manager Adam Herringa, and City Clerk Erica Eklov.

Mayor Randall began by reviewing the Proclamations, noting a pending addition of a proclamation recognizing the Pfizer Corporation.

With regard to Item A.3, Councilmember Reid noted the Special Assessment Fees Resolution had notations for 2019 and 2020, but not 2021. She then asked whether the charge for \$0.10 per page was still relevant. City Clerk Eklov responded that the Special Assessment Fees Resolution references were typos and would be updated. Clerk Eklov then responded that the large majority of Freedom of Information Act requests are fulfilled in electronic format with hard copy request increasingly rare. She confirmed that the long-standing cost of \$0.10 per page remained valid.

With regard to Item A.4, Councilmember Reid noted the City Manager's report cited an incorrect June date for prior Council approval. She then expressed concerns with the noted safety and sanitation measures for project contractors. With regard to the Guaranteed Maximum Price notation in the supporting documents, Councilmember Reid noted 19 different areas with two to five bidders each and she expressed concern with a potential conflict of interest for AVB. Councilmember Reid requested a list of the bidding companies and their prices. City Manager La Margo responded that the incorrect June date in the report would be corrected and staff would provide the bidder listing. Deputy City Manager Herringa stated the Purchasing Department had worked closely with AVB to compile the bids and as such, would be able to compile a listing. Deputy City Manager Carroll noted AVB, as the contracted General Project Manager, utilizes sub-contractors as part of the process. Councilmember Reid inquired whether the city had used these types of services previously. Deputy City Manager Herringa confirmed the city had not. City Manager La Margo noted Councilmember Urban had also e-mailed several questions regarding the agenda, including Item A.4, which would be addressed as part of the Pre-Council Meeting responses.

Councilmember Knapp noted the Action Recommended for Item A.4 should include "Portage" when referencing the new center. She then highlighted a section of the AVB attachment that required corrections to dollar amount notations. Mayor Randall inquired about in-kind project donations. Deputy City Manager Carroll responded that items included in the contract, once the contract was secured, would not allow in-kind donations. Councilmember Reid inquired whether in-kind donations for fixtures were still allowed. Both Deputy City Managers confirmed. City Manager La Margo added that enhancements to the project could also be in the form of in-kind donations.

With regard to Item A.5, Councilmember Reid inquired whether maintaining the five-year cycle of vehicle replacements was still smart in light of the unique year created by the effects of COVID-19 and decreased interactions and mileage. She further asked for the city's plan on shifting city vehicles to more energy-conscious options. City Manager La Margo responded that the City Administration desires to maintain the five-year cycle despite the low mileage on the current vehicles to avoid a future

cluster of necessary vehicle replacements. He further relayed that Public Works Director Rod Russell had stated that the current time was prime for sending vehicles to auction. Deputy City Manager Herringa relayed that the noted vehicles had maintained use for construction site visits during the past year. Mayor Randall inquired why the replacement vehicle for the Community Development Department was an SUV instead of a sedan like the current vehicles. Deputy City Manager Carroll responded that it was a small Ford Escape to allow for better off-road driving and ground clearance for construction sites and winter driving.

With regard to Item A.6, Councilmember Knapp inquired why a Land Contract was proposed and the specific of the Contract. Deputy City Manager Carroll responded that the Land Contract option allowed the city to pay less upfront for the property and pay off over time or all at once at a later date without penalty. Councilmember Reid inquired whether the existing home would be razed and any associated costs. Deputy City Manager Carroll responded that the City Administration did not have immediate plans to raze the structure until a new use for the property was decided, but that potential cost would be minimal, as staff in the Department of Public Works would complete any demolition. Councilmember Reid inquired whether demolition included the basement. Deputy City Manager Carroll confirmed. Mayor Randall inquired whether the house would be maintained by the city during the five-year length of the Land Contract. Deputy City Manager Carroll responded that negotiations with the property owner were ongoing but the default plan would be to leave the building. Councilmember Burns inquired whether the City Administration would postpone the matter before City Council until the terms of the Land Contract had been confirmed with the property owner. Deputy City Manager Carroll responded that the terms of the Land Contract were completed and the document did not specify the use of the property. At the request of Council, he confirmed the document would be included as part of the agenda. Mayor Randall further inquired whether City Council should be reviewing the matter at this time. Deputy City Manager Carroll responded that City Council was being asked to approve the initial purchase of the property at this time.

With regard to Item A.7, Mayor Pro Tem Pearson inquired whether the proposed software purchase was an annual cost or cloud-based and the cost of ongoing maintenance. Deputy City Manager Carroll responded that the price of \$136,139.24 was for the software and the annual support costs \$2,000. Mayor Pro Tem Pearson noted the data collection process with this software was needed to maintain the Fire Division's certification but asked for clarification on the anticipated efficiencies. Deputy City Manager Carroll responded that the proposed software would acquire the data from several different databases in real-time and allow for reporting. Councilmember Reid clarified that the annual cost was not \$2,000 but instead \$20,000. She further inquired why staff had not chosen the software subscription option instead of purchasing the product.

With regard to Item A.9, Councilmember Reid asked to have the Project Impact Analysis for the proposed Midwest Fastener tax abatement. City Manager La Margo stated he would research and respond.

With regard to Item A.10, Mayor Pro Tem Pearson inquired whether staff supported the appeal of Michigan Pure Green. Deputy City Manager Herringa responded that, based on changes at the state level and potential city ordinances revisions to match the state requirements, staff did want to accommodate the applicant.

With regard to Item C.1, Councilmember Knapp requested clarification regarding the desired direction from City Council. Deputy City Manager Herringa responded that the City Administration was asking Council for direction regarding the Environmental Board's proposal for a Resolution declaring a climate emergency. Councilmember Reid noted that she was uncomfortable pursuing a Resolution at this point but suggested a future Committee of the Whole meeting on the topic. Mayor Pro Tem

Pearson agreed, noting the Environmental Board's request entails a cost but no actual amount is provided.

With regard to Item C.2, Councilmember Reid asked whether Ms. Thompson had accurately identified a discrepancy with the Medicare health insurance and if it could be addressed. Deputy City Manager Carroll clarified the current Medicare plan options and relayed that the Personnel Rules and Regulations since 2012 allowed for changes to healthcare as needed as long as equitable options were provided. City Manager La Margo stated that he had provided the City Administration's response to Ms. Thompson's points in his bi-weekly notes to City Council on Friday.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:58 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: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approval of the Accounts Payable Register of December 15, 2020 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks, auto-pay payments, electronic payments and credit card payments. The attached Accounts Payable Register covers the period November 22, 2020 through December 5, 2020 and notes \$446,759.67 in automated clearing house payments, \$206,235.18 in paper checks, \$1,605.34 in autopay payments, \$124,431.88 in electronic payments and \$3,559.25 in credit card payments (November transactions) for a grand total of \$782,591.32.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of December 15, 2020

ACCOUNTS PAYABLE REGISTER
Check Dates From: 11/22/2020 to 12/05/2020

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Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
11/25/2020	14202(A)	A I S CONSTRUCTION EQUIP. CO.	GODWIN PUMP MAINTENANCE	1,519.74
11/25/2020	14203(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	3,580.20
11/25/2020	14204(A)	B L HARROUN & SON INC.	DPW ANNUAL SPRINKLER INSPECTION	322.50
11/25/2020	14205(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM	106,655.88
11/25/2020	14206(A)	BYRUM FISK COMMUNICATIONS LLC	CONSULTANT SERVICES	5,000.00
11/25/2020	14207(A)	COMPLETE LANDSCAPING SOLUTIONS	CONTRACT MOWING	75.00
11/25/2020	14208(A)	DELTA DENTAL PLAN OF MICHIGAN	DELTA DENTAL INSURANCE	19,456.64
11/25/2020	14209(A)	ENGINEERED PROTECTION SYSTEMS, INC.	VIDEO SURVEILLANCE	2,361.52
11/25/2020	14210(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	TRAILER FABRICATION & REPAIRS	1,665.49
11/25/2020	14211(A)	FURRY, WILLIAM	FINANCE CONSULTANT SERVICES	1,250.00
11/25/2020	14212(A)	HUSTON, JAMES	CDBG MILLER 8738 BALMORAL FURNACE/AIR	7,950.00
11/25/2020	14213(A)	INTEGRAL PARTNERS LLC	ENGINEERING SERVICES-HAMPTON CREEK BOG	15,057.23
11/25/2020	14214(A)	IRISH AYRES ENTERPRISES, LLC	MOWING, TRIMMING, LANDSCAPE MAINT	4,860.94
11/25/2020	14215(A)	J & J LAWN SERVICE, INC.	UTILITY MOWING AND TRIMMING	8,788.48
11/25/2020	14216(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS/LEAF PICKUP PROG,PARKS	600.00
11/25/2020	14217(A)	LOEBIG, ELIZABETH	REIMB FOR APWA MECHANIC ADVERTISEMENT	325.00
11/25/2020	14218(A)	MATERIALS RESOURCES	MAINTENANCE SUPPLIES	150.48
11/25/2020	14219(A)	MEEKHOF TIRE SALES & SERVICE INC.	TIRE CHANGES AND SERVICES	1,821.56
11/25/2020	14220(A)	MIDWEST ENERGY & COMMUNICATIONS	STREETLIGHT ENERGY COSTS	288.32
11/25/2020	14221(A)	NYE UNIFORMS	OCCF UNIFORMS	11,612.53
11/25/2020	14222(A)	PARIS CLEANERS	LAUNDRY CONTRACT	1,099.59
11/25/2020	14223(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	2,785.82
11/25/2020	14224(A)	PHILLIPS, KIMBERLY	REIMBURSE FOR ZOOM/PROGRAM SUPPLIES	147.21
11/25/2020	14225(A)	PRINTING SERVICES INC	PCAA EXHIBIT SINTRA BOARDS	216.00
11/25/2020	14226(A)	RIETH-RILEY CONSTRUCTION CO., INC	ASPHALT REPAIRS	1,352.20
11/25/2020	14227(A)	SEVERANCE ELECTRIC COMPANY,INC	TRAFFIC SIGNAL MAINTENANCE	4,460.00
11/25/2020	14228(A)	SLAVIN, NATHAN	TR ADVANCE:UNDERSTANDING HUMAN BEHAVIOR	230.00
11/25/2020	14229(A)	STOUT, MELISSA JOY	CLASS INSTRUCTOR FEE	180.00
11/25/2020	14230(A)	SUEZ WATER ENVIRONMENTAL SERVICES	UTILITY SYSTEM OPERATIONS	220,972.22
11/25/2020	14231(A)	WARNER OIL COMPANY INC	55 GALLON COOLANT DRUM	252.45
11/25/2020	14232(A)	WEST MICHIGAN STAMP & SEAL,INC	NAME PLATES FOR ZONING BOARD OF APPEALS	60.00
12/04/2020	14233(A)	CHARTER COMMUNICATIONS	CABLE TV	287.71
12/04/2020	14234(A)	FIDELITY SECURITY LIFE INSURANCE CO	EYEMED VISION INSURANCE	1,394.10

ACCOUNTS PAYABLE REGISTER
Check Dates From: 11/22/2020 to 12/05/2020

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Check Date	Check	Vendor Name	Description	Amount
12/04/2020	14235(A)	HERTZ, SHANNON	HERTZ - REIMBURSEMENT FOR 6 THERMOMETERS	152.58
12/04/2020	14236(A)	ONSTAFF USA INC	TEMP EMPLOYEES - LEAF PICKUP	19,828.28
		Total ACH:		446,759.67
11/25/2020	315373	2982 JJKAL ENTERPRISES, LLC	OVERPAYMENT STAX 20 PARCEL # 92020-016-A	1,746.10
11/25/2020	315374	ALL AMERICAN METAL CORP.	HAVERHILL PARK BATHROOM STALL DOOR	440.00
11/25/2020	315375	AT&T LONG DISTANCE	LONG DISTANCE SERVICE	43.73
11/25/2020	315376	BYCE & ASSOCIATES, INC.	COMMUNITY SENIOR CENTER A&E DESIGN	19,600.00
11/25/2020	315377	CALHOUN, RACHELL	SCHRIER PARK DEPOSIT REFUND	150.00
11/25/2020	315378	CITY OF KALAMAZOO TREASURER	KALAMAZOO DELINQUENT UTILITIES	1,546.82
11/25/2020	315379	CRITCHLOW ALLIGATOR SANCTUARY	ANIMAL PROGRAM - NOV	300.00
11/25/2020	315380	DELOOF BUILDERS LLC	BD BOND REFUND	1,150.00
11/25/2020	315381	DIGITAL IMPACT DESIGN, INC.	MEMORIAL PLAQUES	37.32
11/25/2020	315382	EMERGENCY VEHICLE PRODUCTS	OUTFITTING 4 POLICE VEHICLES	37,487.02
11/25/2020	315383	EXERGY MACHINING LLC	EQUIPMENT REPAIR/ MAINT	288.00
11/25/2020	315384	FIBERS OF KALAMAZOO INC	BAGGED SALT FOR PARKS	463.05
11/25/2020	315385	FOSTER, SWIFT, COLLINS & SMITH, PC	LEGAL SERVICES FOR MTT KALAMAZOO MALL	890.20
11/25/2020	315386	GUARDIAN TRACKING, LLC	FIRE SUBSCRIPTION	1,660.00
11/25/2020	315387	H & H PROPERTY MAINTENANCE, LLC	PLANTS/LANDSCAPING	20,000.00
11/25/2020	315388	HASKIN, MARY	REPLACEMENT OF ELECTION PAYROLL CHECK	177.14
11/25/2020	315389	HOLLAND SUPPLY INC.	COILS OF LEAD WEDGE FOR HEADSTONES	472.50
11/25/2020	315390	HOME DEPOT	MISC REPAIR/MAINT SUPPLIES	782.06
11/25/2020	315391	VOID		0.00
11/25/2020	315392	HOVENKAMP, KEN	2008 FORD EXPEDITION-SURVEILLANCE VEH	8,915.00
11/25/2020	315393	HOYLE, KATHLEEN	FLORAL FOR HOLIDAY TREE	126.95
11/25/2020	315394	IAAO LOCKBOX	ANNUAL DUES INTL ASSOC OF ASSESSORS	220.00
11/25/2020	315395	KALAMAZOO AREA RUNNERS	GRAIN ELEVATOR RENTAL REFUND	650.00
11/25/2020	315396	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES OCT 2020 MOBILE HOME TXS	455.00
11/25/2020	315397	KEMP, ROBERT	REIMBURSEMENT FOR FENCE REPAIR	310.32
11/25/2020	315398	KOLEHOUSE, DON	BD BOND REFUND	1,240.00
11/25/2020	315399	KSS ENTERPRISES	JANITORIAL SUPPLIES	1,194.88
11/25/2020	315400	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR	1,012.50
11/25/2020	315401	LOVERS LANE PROPERTIES LLC	DISBURSE TAX CAPTURE PER BROWNFIELD AGMT	13,887.74
11/25/2020	315402	MAHONEY, JACOB	FIRE TRAINING	363.80

ACCOUNTS PAYABLE REGISTER
Check Dates From: 11/22/2020 to 12/05/2020

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Check Date	Check	Vendor Name	Description	Amount
11/25/2020	315403	MANDERS, HARRISON	FIRE TRAINING	118.59
11/25/2020	315404	MICHIGAN ASSOC. OF PLANNING	RFQ ADVERTISEMENT ON PLANNING WEBSITE	75.00
11/25/2020	315405	MICHIGAN ELECTION RESOURCES, LLC	ELECTION SUPPLIES	1,278.54
11/25/2020	315406	MIDWEST CUSTOM EMBROIDERY COMPANY	SOFTBALL T-SHIRTS	3,452.00
11/25/2020	315407	OFFICE DEPOT, INC.	BACKUP PRINTER CARTRIDGES	1,247.38
11/25/2020	315408	PLUMMER'S ENVIRONMENTAL SERVICES	STORMWATER TREATMENT STRUCTURE/CLEANING	11,420.00
11/25/2020	315409	PORTAGE BUDGET STORAGE, LLC	RECORDS UNIT 6242 RENT - 6 MOS	1,518.00
11/25/2020	315410	PORTAGE LIONS CLUB	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/25/2020	315411	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	67.06
11/25/2020	315412	RATHCO SAFETY SUPPLY, INC.	SIGNS AND MATERIALS	1,058.05
11/25/2020	315413	SIRCHIE FINGER PRINT LABORATORIES	MISC INFO CENTER SUPPPIES/FINGERPRINTING	73.35
11/25/2020	315414	SOIL & MATERIALS ENGINEERS INC	FIELD DENSITY TESTING	5,515.00
11/25/2020	315415	STATE OF MICHIGAN (EGLE)	PUBLIC WATER SUPPLY ANNUAL FEE	10,562.73
11/25/2020	315416	STATE SYSTEMS RADIO, INC	RADIO ANTENNA	274.00
11/25/2020	315417	SUITS U TAILOR SHOP INC	MISC UNIFORM TAILORING	597.00
11/25/2020	315418	TEDFORD, BRIANNA	HAYLOFT RENTAL DEPOSIT REFUND	150.00
11/25/2020	315419	THRYV, INC.	YELLOW PAGES AD	54.50
11/25/2020	315420	ULINE, INC.	MISC EVIDENCE SUPPLIES	45.00
11/25/2020	315421	VERIZON CONNECT NWF, INC.	FLEET GPS SERVICES	634.39
11/25/2020	315422	VERIZON WIRELESS	WIRELESS CARDS	15,685.49
11/25/2020	315423	WILLIAMS & WORKS	ENGINEERING SERVICES-LOVERS LANE	14,216.74
11/25/2020	315424	WILLIAMS, JANIE	SCHRIER DEPOSIT & RENTAL REFUND	300.00
12/02/2020	315425	JAQUA REALTORS	EARNST MONEY FOR 2005 W. MILHAM	2,000.00
12/04/2020	315426	AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP	298.00
12/04/2020	315427	AT&T	ELECTRONIC COMMUNICATIONS	524.94
12/04/2020	315428	GREAT LAKES SYSTEMS, INC.	POLICE ROOF REPLACEMENT	17,735.00
12/04/2020	315429	PEDAL BICYCLES	RANGER BIKE MAINTENANCE	572.00
12/04/2020	315430	PETTY CASH-MEGAN HUBER	REPLENISHMENT CHECK	928.29
12/04/2020	315431	PORTAGE LIONS CLUB	MONSTER MASH VENDOR DEPOSIT REFUND	50.00
12/04/2020	315432	UNITED PARCEL SERVICE	UPS WEEKLY	24.00
Total Paper Checks:				206,235.18

Check Type: Auto-pay payments

11/27/2020	CONSUMERS ENERGY	GAS-ELECTRIC	1,506.86
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ACCOUNTS PAYABLE REGISTER
Check Dates From: 11/22/2020 to 12/05/2020

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Check Date	Check	Vendor Name	Description	Amount
11/30/2020		CONSUMERS ENERGY	GAS-ELECTRIC	98.48
			Total Auto-pay Payments:	1,605.34
Check Type: Electronic Payment				
11/27/2020		MULTIPLE	WEEKLY TAX DISBURSEMENT 11/20/20	77,095.41
11/30/2020		ICMA	CITY MGR, DEPT HEAD, NON-UNION PENSION PMT	15,803.12
11/30/2020		SBF	WATER/SEWER BILL POSTAGE	2,098.23
12/01/2020		EAGLE CLAIMS	WORKERS' COMPENSATION	29,128.54
12/04/2020		SLAVIN	RETURN OF TRAVEL ADVANCE FUNDS	306.58
			Total Electronic Payments:	124,431.88
Check Type: Credit Card Transactions				
11/02/2020		BUZZSPROUT.COM PODCAST	MONTHLY PODCAST HOSTING SERVICE	24.00
11/03/2020		MIWATERS WATER RESOURCES	EGLE PERMIT FOR HAMPTON BOG PUMPING	255.00
11/04/2020		PANERA BREAD #203725 O	ELECTION WORKER CATERING	149.09
11/05/2020		WF WAYFAIR 3448893805	TRADITIONAL HOLIDAY SUPPLIES	480.95
11/06/2020		GRAND TRAVERSE PIE COM	COUNCIL MEETING MEAL	96.00
11/06/2020		INTL PUBLIC SAFETY ASSOCI	POLICE - IPSA MEMBERSHIP RENEWAL	50.00
11/09/2020		SONESTA HOTELS	POLICE TRAINING/CONFERENCE	164.26
11/09/2020		AMAZON.COM 287A92KV1 AMZN	BLACK HISTORY MO SPEAKER/BOOK SIGNING	211.90
11/11/2020		HAMMACHER SCHLEMMER	TRADITIONAL HOLIDAY SUPPLIES	419.60
11/12/2020		WALMART.COM AT	TRADITIONAL HOLIDAY SUPPLIES	319.92
11/13/2020		GOVERNMENT FINANCE OFFIC	VIRTUAL CONFERENCE - BUDGET AWARD	35.00
11/13/2020		JOHN BALL ZOO	TRAVELING ZOO PARKS PROGRAM	224.00
11/16/2020		COMMUNICATOR AWARDS	AWARD ENTRY FEE	230.00
11/16/2020		MICHIGAN MUNICIPAL LEAGUE	COUNCIL MEMBER'S TRAINING	65.00
11/16/2020		SEC OF STATE CASHIER	PUBLIC SAFETY - NEW LICENSE PLATES	13.19
11/17/2020		GOVERNMENT FINANCE OFFIC	WEBINAR	35.00
11/18/2020		SONESTA HOTELS	POLICE TRAINING/CONFERENCE	(9.00)
11/20/2020		AMERICAN PUBLIC WORKS	CONSTRUCTION INSPECTION MANUALS	517.34
11/23/2020		FREDPRYOR CAREERTRACK	TREASURY ONLINE LEARNING LIBRARY/TR	278.00
			Total Credit Card Payments:	3,559.25
			Grand Total:	782,591.32

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: 2021 Fee Schedules

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

ACTION RECOMMENDED: Adopt the:

1. 2021 Freedom of Information Act fees,
2. 2021 Recreation and Park Facility fees,
3. 2021 Community Development and Building Permit fees,
and
4. 2021 Special Assessment Rates.

Service, permit and activity fees have historically been updated and implemented on a calendar year basis following an annual administrative review of fees for various city services and activities, as well as special assessment rates. **No fee modifications are proposed for the 2021 calendar year;** however, certain rates must still be approved by the Council to establish the fees for the year, including:

1. 2021 FOIA Fee Schedule
2. 2021 Recreation and Facility Fees
3. 2021 Community Development and Building Permit Fees
4. 2021 Special Assessment Rates.

FUNDING: N/A

Attachments:

1. 2021 Proposed FOIA Fee Schedule
2. 2021 Recreation and Facility Fees
3. Community Development Fees Resolution

4. Fees for Building Permits Resolution
5. Special Assessment Rate Resolution

CITY OF PORTAGE 2021 CHARGES FOR DOCUMENTS (FOIA FEES) - PROPOSED

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

CITY OF PORTAGE 2020 CHARGES FOR DOCUMENTS (FOIA FEES)

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

CITY OF PORTAGE 2020 CHARGES FOR DOCUMENTS (FOIA FEES)

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

CITY OF PORTAGE 2020 CHARGES FOR DOCUMENTS (FOIA FEES)

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

* NOTE: Charge per document is \$.10/page, labor costs and up to 50% of the hourly wage for benefit costs of lowest paid individual capable of performing the work, plus mailing costs. For requests involving in excess of 15 minutes of staff time, the charge will be based on the nearest quarter-hour increment after the first quarter hour rounded down.

2021 PROPOSED RECREATION & PARK FACILITY FEES

ACTIVITY	CURRENT	2021 (Proposed)
Adult Softball Leagues-Summer (12 games)		
Resident team fee	\$600	
Non-resident team fee	\$700	
Non-resident fee per person	\$0	SAME FOR ALL
Late registration fee	\$50	
Over 50 teams	\$700	
Doubleheader teams	\$1070	
Team conduct violation	\$20	
Adult Softball Leagues-Fall (7 games)	\$400	
Late registration fee	\$0	
City Tournament Refundable Deposit	\$50	
Ramona Park Vehicle Permits		
Non-resident Daily pass	\$10	SAME FOR ALL
Non-resident Annual pass	\$45	
Daily Bus pass	\$50	
The Ice Rink @ Millennium Park		
Skate fee per person	\$5	
Skate Rental	\$3	SAME FOR ALL
Skate Sharpening	\$5	
10 Skate Discount Card	\$25	
Group Rental – 1 ½ hours	\$110	
Food Truck Permit Fee	\$200/Year	
Events - Large	\$100	SAME FOR ALL
Events – Small	\$50	
Tournaments	\$100	
Park Site Spot (including Friday at the Flats)	\$25	
Farmers Market		
Daily Vendor Fee	\$20/Table	SAME FOR ALL
Seasonal Vendor Fee	\$325	
Kid's Market Fee	\$5/Table	
Holiday/Artist Market Fee	\$20/Table	
FOOTBALL FIELDS, SOCCER FIELDS & LAKEVIEW VOLLEYBALL COURTS		
Weekend Tournaments		
Field/court per day non-profit	\$210	SAME FOR ALL
Field/court per day for-profit	\$325	
Deposit	\$100	
Camps and Clinics		
Field/court per 4 hours non-profit	\$80	SAME FOR ALL
- Additional hourly fee non-profit	\$10	
Field/court per 4 hours for-profit	\$130	
- Additional hourly fee for-profit	\$20	
Team Practice Reservation Fee		
Non-profit per hour fee	\$10	SAME FOR ALL
Profit per hour fee	\$20	

2021 PROPOSED RECREATION & PARK FACILITY FEES

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

2021 PROPOSED RECREATION & PARK FACILITY FEES

Stuart Manor *		
Group Rental – first 3 hrs	\$140	SAME FOR ALL
Additional hourly fee	\$30	
Daily Rental	\$260	
Damage deposit	\$150	
Amphitheatre *		
Rental – first 3 hrs	\$180	SAME FOR ALL
Additional hourly fee	\$30	
Daily Rental	\$300	
Damage Deposit	\$150	
OVERLANDER BANDSHELL		
Non-Profit Group – first 3 hrs	\$140	SAME FOR ALL
Additional hourly fee	\$40	
Damage deposit	\$150	
WALK-RUN FUNDRAISING EVENTS		
Base fee	\$450	SAME FOR ALL
Early Set-Up	\$100	
Additional Staff Charges (per hour) 5K & 10K Only	\$50	
Damage/deposit reservation	\$150	

**Extra Fees: 15% of gross receipts plus applicable fees for additional staff, special equipment, rehearsals*

**CITY OF PORTAGE
RESOLUTION FOR COMMUNITY DEVELOPMENT FEES**

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

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and supported by:

Councilmember: _____.

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

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

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

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

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

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

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

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

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

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

YES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

RESOLUTION DECLARED ADOPTED: _____

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of this resolution adopted at a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan held on _____, 2020, the original of which is in the official proceedings of the City Council.

Erica Eklov, ~~Mayor~~ City Clerk

Approved as to form:

Date 2/4/2020
Courtney R. Kuylenstierna
City Attorney

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**CITY OF PORTAGE
RESOLUTION ESTABLISHING FEES FOR BUILDING PERMITS**

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

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and supported by:

Councilmember: _____.

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

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

PERMIT FEES:

(Residential)¹

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

\$100,001 to \$500,000	\$397.26 for the first \$100,000 plus \$2.24 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,293.26 for the first \$500,000 plus \$1.89 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,000 and up	\$2,238.26 for the first \$1,000,000 plus \$1.47 for each additional \$1,000 or fraction thereof
<u>(Commercial)</u>¹	
Up to \$2,000	Minimum fee of \$65.00 or \$26.82 for the first \$500 plus \$3.49 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$79.17 for the first \$2,000 plus \$16.02 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$447.63 for the first \$25,000 plus \$11.55 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$736.38 for the first \$50,000 plus \$8.01 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,136.88 for the first \$100,000 plus \$6.41 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,700.88 for the first \$500,000 plus \$ 5.44 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$6,420.88 for the first \$1,000,000 plus 4.18 for each additional \$1,000 or fraction thereof

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

(Other Construction Related Permits)

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

Investigation fee

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

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

AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

EFFECTIVE DATE: _____, 20__.

Erica Eklov, ~~Deputy~~ City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of this resolution adopted at a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan held on _____, 2020, the original of which is in the official proceedings of the City Council.

Erica Eklov, ~~Deputy~~ City Clerk

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APPROVED AS TO FORM

DATE 12/11/2020

Catherine Baepner
CITY ATTORNEY

**CITY OF PORTAGE
SPECIAL ASSESSMENT RATE
RESOLUTION**

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan held at the City Hall in said City on the ____ day of _____, 2020 at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and seconded by:

Councilmember: _____

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOVLED THAT:

1. The City of Portage adopt the special assessment rate as indicated on Attachment "A", attached hereto and incorporated herein, with said rates to become effective for any special assessment district initiated after January 1, 2021 and to remain in effect until modified by subsequent resolution of Council.
2. The City of Portage utilize the special assessment rates as indicated on Attachment "A", with said rates to become effective after January 1, 2021 for connection to any water or sanitary sewer extension district (unassessed water or sanitary sewer main). The fee for connection to an unassessed water main shall consist of the current charge for the water lead (from the water main to the curb shut off), the water meter charge, and the front footage charge based on current special assessment rates. The water lead charge and meter charge must be paid in full at the time of issuance of the water permit but the front footage charge may be spread over twenty years. The fee for an up-sized water lead shall consist of the difference in cost between the 1 % inch service assessed and the selected size current rate at the time of connection.
3. The fee for connection to an unassessed sanitary sewer main shall consist of the current "trunk and branch" fee, a sewer meter charge (if the structure is not

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

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

ADOPTED: YEAS: Councilmember: _____

NAYS: Councilmember: _____

ABSENT: Councilmember: _____

Erica Eklov, City Clerk

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

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

INWITNESS THEREOF, I have hereto affixed my official signature this _____ day of _____, 2020

Erica Eklov, City Clerk

APPROVED AS TO FORM
DATE 12/11/2020
Catherine K. Hansen
CITY ATTORNEY

Attachment "A"

SPECIAL ASSESSMENT RATES 2021

	Residential		Commercial/Industrial	
	2020	2021	2020	2021
Water	\$41.93	\$41.93	\$54.77	\$54.77
Sewer	\$47.33	\$47.33	\$51.35	\$51.35
Unassessed Sewer*	\$84.27	\$84.27	\$103.17	\$103.17
Petitioned Street Reconstruction with Curb & Gutter (including sewer)	\$100.16	\$100.16	\$110.51	\$110.51
Petitioned Street Reconstruction with Curb & Gutter (existing sewer) adequate storm	\$73.21	\$73.21	\$78.91	\$78.91
Petitioned Curb and Gutter (including new storm sewer done in conjunction with either street reconstruction or sanitary sewer installation)	\$54.96	\$54.96	\$60.01	\$60.01
Petitioned Street Reconstruction	\$40.39	\$40.39	\$46.58	\$46.58
Petitioned Storm Sewer (done separate from street reconstruction)	\$34.70	\$34.70	\$37.89	\$37.89
Sidewalk	\$36.96	\$36.96	\$42.43	\$42.43
Drive Approach	\$1,527.75	\$1,527.75	\$1,527.75	\$1,527.75
Sewer Lead	\$1,765.00	\$1,765.00	\$1,765.00	\$1,765.00
3/4-in. Water Service	\$984.00	\$984.00	\$984.00	\$984.00
1-in. Water Service	\$1,160.00	\$1,160.00	\$1,160.00	\$1,160.00
1 1/4-in. Water Service	\$1,231.18	\$1,231.18	\$1,231.18	\$1,231.18

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

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Community Senior Center Guaranteed Maximum Price

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager
Kathleen Hoyle, Director of Parks, Recreation & Senior Citizen Services
Kimberly Phillips, Senior Citizen Services Manager

ACTION RECOMMENDED: Approve the proposed Guaranteed Maximum Price of \$10,806,981 with American Village Builders (AVB) for construction of the Charles and Lynn Zhang Portage Community Senior Center.

On January 14, 2020, the City Council awarded a contract to AVB Construction, LLC, of Portage, Michigan, to perform construction management services for the construction of the Charles & Lynn Zhang Portage Community Senior Center. On June 23, 2020, the Council committed to support a total project cost in the not-to-exceed amount of \$12.5 million. Through the combined efforts of Byce Architects, AVB and city staff, the City Administration is pleased to report that the Guaranteed Maximum Price (GMP) for construction of the Charles & Lynn Zhang Portage Community Senior Center is \$10,806,981. The difference between the \$12.5 million dollar amount authorized in June and construction cost will be utilized for non-construction items such as architectural and engineering fees, fixtures, furnishings, audio/video equipment, signage, food service equipment, stage lighting, fire and security system, fitness equipment, etc.

On October 29, 2020, bids were opened for 18 construction categories. Following the bid opening, all bids were thoroughly reviewed and interviews were held with each likely vendor. It is important to note that multiple bids were received for each category with some categories receiving in excess of five bids and only one category (athletic flooring) receiving two bids. Low bidders were selected in all categories except for athletic flooring for which an alternate bid was proposed but the decision was made to continue with the preferred surface. According to AVB, the bid process, number of bids received and proposed amounts were excellent and exceeded expectations.

Presuming City Council approval of the GMP, construction is anticipated to begin the week of December 21, 2020 with substantial completion occurring in December 2021 or January 2022.

To date, the *Engage. Empower. Enrich. A Campaign for the Portage Community Senior Center* has raised more than \$4.2 million in philanthropic donations, pledges and in-kind services. This amount includes \$830,000 in grant dollars. Another possible source of funding to help offset the cost of the Community Senior Center remains the existing Senior Center which has an appraised value of \$460,000. However, there are no current plans to sell the existing Senior Center. Any sale of the existing Senior Center will require City Council approval.

As a reminder, the contract with AVB designates the firm as a "Construction Manager as Contractor" (CMc). The CMc acts as advisor to the Owner (the City of Portage in this case) during the preconstruction phase and provides design review, value-engineering recommendations, documentation and, most importantly, construction and oversight of the project with a guaranteed maximum price. The CMc is contractually bound to provide labor and materials for the project and to complete the construction at or below the guaranteed maximum price.

The City Administration, Byce and AVB remain committed to constructing a facility to support the growing needs of seniors and other community members and to developing a facility of which the community can be proud and one that will be functional and beneficial for years to come. It is our shared intent that the new Charles and Lynn Zhang Portage Community Senior Center become a model for the region and the state. We are eager to get started on the next step.

FUNDING: Capital Improvement Funds, grant dollars and philanthropic donations are being used to fund construction.

Attachments: 1. AIA A133 - 2019 Exhibit A Guaranteed Maximum Price Amendment v3 20201207 (3)



AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Seventh day of December in the year Two Thousand Twenty, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twentieth day of February in the year Two Thousand Twenty (the “Agreement”) *(In words, indicate day, month, and year.)*

for the following **PROJECT:**
(Name and address or location)

Portage Community Senior Center
203 E. Centre Ave. Portage, MI 49002

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

AVB Construction, Limited Liability Company
4200 W. Centre Avenue Portage, MI 49024

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ten Million Eight Hundred and Six Thousand Nine Hundred Eighty-One Dollars and Zero Cents (\$ 10806981.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See attached Exhibit 1- Itemized Statement of the Guaranteed Maximum Price

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

Note that AVB's proposal was based on an \$8 million Cost of the Work and the current GMP fee is based upon the current GMP Cost of the Work (\$10,806,981.00).

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See attached Exhibit 6- Accepted VE, Alternates & Clarifications	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Based on approval of GMP Amendment on December 15, 2020 commencement of the Work to begin on December 21, 2020.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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User Notes: (3B9ADA47)

Init.

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: February 4, 2022.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit 2- Project Specifications

Section

Title

Date

Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit 3- Project Drawings

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.

Item	Price
Survey & Layout Allowance	\$30,000
Consumers Energy Allowance (Building Only)	\$35,000
Landscaping & Irrigation Allowance	\$150,000
Post Bid Sitework Modification Allowance	\$100,000
East Lot Modification Allowance	\$30,000
Owner Contingency Allowance	\$500,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See attached Exhibit 6 Accepted VE, Alternates & Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit 1 Itemized Statement of the Guaranteed Maximum Price
Exhibit 2 Project Specifications
Exhibit 3 Project Drawings
Exhibit 4 AVB's COVID Safety Protocols. We anticipate this plan will change as the COVID-19 pandemic changes, but this is our current plan that we are implementing on our construction sites.
Exhibit 5 Project Schedule
Exhibit 6 Accepted VE, Alternates & Clarifications
Exhibit 7 Geotechnical Report dated 09-16-2020
Exhibit 8 Pre-Bid RFT's 1-56

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See attached Exhibit 1 for list of Subcontractors

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Joseph S. La Margo, City Manager ,City of Portage
7900 S. Westnedge Ave., Portage, MI 49002

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Jack Michael, President, AVB Construction LLC,
4200 West Centre Avenue, Portage, MI 49024

(Printed name and title)

Exhibit 1 GMP Basis for Cost of Work



BUILD SOMETHING BETTER.

PORTAGE COMMUNITY SENIOR CENTER PORTAGE, MI 12.07.2020

EXHIBIT 1 GMP BASIS FOR COST OF WORK		FINAL BID AWARD AMOUNTS	SUBCONTRACTOR
001-670	SURVEY & LAYOUT ALLOWANCE	\$ 30,000	-
001-901	CONSUMERS ENERGY ALLOWANCE	\$ 35,000	-
003-100	BUILDING AND SITE CONCRETE	\$ 585,725	Lucas Concrete
004-200	MASONRY	\$ 783,146	Burggrabe Masonry
005-100	STRUCTURAL STEEL / MISC. METALS	\$ 796,000	Steel Supply & Engineering
006-800	GENERAL TRADES	\$ 867,163	Hazelhoff Builders
007-460	METAL PANELS	\$ 407,165	Reliable Sheet Metal
007-530	MEMBRANE ROOFING	\$ 318,400	Versatile Roofing
007-610	METAL ROOFING	Incl. w/Membrane Roof	Incl. w/Membrane Roof
007-620	GUTTER AND DOWNSPOUTS	Incl. w/Membrane Roof	Incl. w/Membrane Roof
007-910	CAULKING & SEALANTS	Incl. w/respective trades	Incl. w/respective trades
008-100	DOORS, FRAMES, AND HARDWARE	Incl. w/General Trades	Incl. w/General Trades
008-340	OVERHEAD DOORS	Incl. w/General Trades	Incl. w/General Trades
008-400	GLASS & ALUMINUM	\$ 653,079	Architectural Glass & Metals
009-250	DRYWALL, METAL STUDS, INSULATION, CEILINGS	\$ 738,440	Sobie Company
009-600	FLOORING	\$ 280,986	Johnson's Commercial Interior
009-660	ATHLETIC FLOORING	\$ 37,839	Floor Care Concepts
009-900	PAINT	\$ 105,998	H & H Painting
010-000	SPECIALTIES: BATH ACCESSORIES, LOCKERS, OPERABLE PARTITIONS, WINDOW SHADES, ETC..	Incl. w/General Trades	Incl. w/General Trades
014-200	ELEVATORS	\$ 126,643	Schindler Elevators
021-100	FIRE PROTECTION	\$ 84,224	Total Fire Protection
022-100	PLUMBING	\$ 355,827	A-1 Refrigeration
023-100	MECHANICAL	\$ 1,132,000	A-1 Refrigeration
026-100	ELECTRICAL	\$ 699,633	Esper Electric
031-100	SITEWORK	\$ 581,120	USA Earthworks
032-100	ASPHALT PAVING	\$ 92,955	Michigan Paving & Materials
032-900	LANDSCAPING & IRRIGATION ALLOWANCE	\$ 150,000	-
032-905	POST BID SITE MODIFICATION ALLOWANCE	\$ 100,000	-
032-910	EAST LOT MODIFICATION ALLOWANCE	\$ 30,000	-
SUBCONTRACT SUB-TOTAL		\$ 8,991,343	
001-050	OWNER CONTINGENCY ALLOWANCE	\$ 500,000	
001-051	CONSTRUCTION CONTINGENCY 6%	\$ 648,000	
001-900	LIABILITY INSURANCE	\$ 40,500	
001-910	PLM BOND	\$ 75,600	
001-920	MAINTENANCE BOND (DELTA BETWEEN \$8M - \$10.8M)	\$ 15,400	
COST OF WORK SUB-TOTAL		\$ 10,270,843	
001-101	PRE CONSTRUCTION FEE .24%	\$ 24,650	
001-100	CM OH AND FEE 4.98%	\$ 511,488	
GMP TOTAL		\$ 10,806,981	

CLARIFICATIONS TO THE GMP

INCLUDES UTILITY TAP FEES
EXCLUDES FURNITURE & ARTWORK
EXCLUDES INTERIOR & EXTERIOR SIGNAGE, INCLUDING BUILDING NUMBERS, MONUMENT, WAYFINDING
EXCLUDES FITNESS EQUIPMENT
EXCLUDES FOOD SERVICE EQUIPMENT
EXCLUDES APPLIANCES
EXCLUDES ACCESS CONTROL
EXCLUDES VOICE/DATA FIBER (CABLING IS INCLUDED PER PLAN AT ONE JACK PER LOCATION)
EXCLUDES HEARING LOOP SYSTEM
EXCLUDES SECURITY & FIRE ALARM
EXCLUDES AUDIO/VISUAL SYSTEM
EXCLUDES STAGE LIGHTING
EXCLUDES BUILDING PERMIT
EXCLUDES BUILDERS RISK INSURANCE
EXCLUDES MATERIAL TESTING
EXCLUDES COMMISSIONING
EXCLUDES SITE CONSUMERS ENERGY POWER RELOCATION (GMP INCLUDES ONE POLE RELOCATION)
EXCLUDES SCULPTURE
EXCLUDES BOCCIE COURT
EXCLUDES EXTERIOR PLANTERS AND BENCHES
EXCLUDES OTHER OWNER SOFT COSTS
ALSO SEE EXHIBIT 6 FOR ADDITIONAL GMP CLARIFICATIONS



Exhibit 2- Project Specifications

Printed on Mon Nov 30, 2020 at 04:07 pm EST

Job #: AVB-19-110 Portage Community Senior Center
203 E. Centre Avenue
Portage, Michigan 49002

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000110	Table of Contents	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
01 - General Requirements					
013300	Submittal Procedures	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
03 - Concrete					
031000	Concrete Forming and Accessories	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
032000	Concrete Reinforcing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
033000	Cast-in-Place Concrete	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
04 - Masonry					
042200	Concrete Unit Masonry	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
042210	Mortar Set Stone Veneer	0	10/16/20	10/16/20	Addendum 1
042613	Masonry Veneer	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
044200	Exterior Stone Cladding	0			Bulletin 1
047200	Cast Stone Masonry	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
05 - Metals					
051200	Structural Steel Framing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
052100	Steel Joist Framing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
053000	ER6.5A Metal Roof Deck	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
053100	Steel Decking	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
054000	Cold-Formed Metal Framing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
055000	Metal Fabrications	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
055213	Pipe and Tube Railings	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
057313	Glazed Decorative Metal Railings	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
06 - Wood, Plastics, and Composites					
061053	Misc Rough Carpentry	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
061600	Sheathing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
061800	Glued-Laminate Construction	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
062023	Interior Finish Carpentry	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
07 - Thermal and Moisture Protection					
072100	Thermal Insulation	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
072119	Foamed in Place Insulation	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
072600	Under-Slab Vapor Barrier	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
072727	Self-Adhering Water-Resistive Air Barrier Membrane	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit



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Number	Description	Revision	Issued Date	Received Date	Set
074113.16	Standing-Seam Metal Roof Panels	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
074213.24	Aluminum Metal Plate Wall Panels	1	10/16/20	10/16/20	Addendum 1
074616	Longboard Siding	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
075323	EPDM Roofing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
076200	Edge Metal, Sheet Metal Flashing and Trim	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
077200	Roof Accessories	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
077253	Snow Guards	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
078413	Penetration Firestopping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
079200	Joint Sealants	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
08 - Openings					
080671	Door Hardware Schedule	1	10/20/20	10/20/20	Addendum 2
081113	Hollow Metal Doors and Frames	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
081416	Flush Wood Doors	1	10/16/20	10/16/20	Addendum 1
083213	Sliding Aluminum-Framed Glass Doors	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
083313	Coiling Counter Doors	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
083326	Overhead Coiling Grilles	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
084113	Aluminum-Framed Entrances and Storefronts	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
084229.23	Sliding Automatic Entrances	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
084413	Glazed Aluminum Curtain Walls	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
087100	Door Hardware	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
088000	Glazing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
088300	Mirrors	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
088813	Fire-Rated Glazing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
09 - Finishes					
092116.23	Gypsum Board Shaft Wall Assemblies	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
092216	Non-Structural Metal Framing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
092900	Gypsum Board	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
093013	Ceramic Tiling	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
095123	Acoustic Tile Ceilings	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
096400	Wood Flooring	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
096513	Resilient Base and Accessories	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
096516	Resilient Sheet Flooring	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
096723	Resinous Flooring	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
096766	Fluid-Applied Athletic Flooring	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
096813	Tile Carpeting	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
097200	Wall Coverings	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
097720	Decorative Fiberglass Reinforced Wall Panels	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit



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Number	Description	Revision	Issued Date	Received Date	Set
099113	Exterior Painting	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
099123	Interior Painting	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
099300	Staining and Transparent Finishing	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
10 - Specialties					
101423.13	Room-Identification Signage	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
102113.19	Plastic Toilet Compartments	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
102239	Folding Panel Partitions	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
102600	Wall and Door Protection	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
102800	Toilet, Bath, and Laundry Accessories	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
103100	Manufactured Gas Fireplaces	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
104413	Fire Protection Cabinets	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
104413.1	Knox Box	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
104416	Fire Extinguishers	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
105123	Laminated-Clad Lockers	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
107516	Ground-Set Flagpoles	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
11 - Equipment					
114000	Food Service Equipment	0	10/16/20	10/16/20	Addendum 1
12 - Furnishings					
122413	Roller Window Shades	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
123216	Manufactured Plastic-Laminate-Faced Casework	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
123661.16	Solid Surfacing Countertops	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
123661.19	Quartz Agglomerate Countertops	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
14 - Conveying Equipment					
142123.16	Machine-Room-Less Electric Traction Passenger Elevators	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
21 - Fire Suppression					
210517	Sleeves and Sleeve Seals For Fire-Suppression Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
210518	Escutcheons for Fire-Suppression Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
210523	General-Duty Valves for Water-Based Fire-Suppression Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
210548.13	Vibration Controls for Fire-Suppression Piping and Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
210553	Identification for Fire-Suppression Piping and Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
211119	Fire-Department Connections	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
211200	Fire-Suppression Standpipes	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
211313	Wet-Pipe Sprinkler Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
22 - Plumbing					
220513	Common Motor Requirements For Plumbing Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220516	Expansion Fittings and Loops for Plumbing Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220517	Sleeves and Sleeve Seals for Plumbing Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit



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Number	Description	Revision	Issued Date	Received Date	Set
220518	Escutcheons for Plumbing Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220519	Meters and Gages for Plumbing Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220523.12	Ball Valves for Plumbing Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220523.14	Check Valves for Plumbing Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220529	Hangers and Supports for Plumbing Piping and Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220548.13	Vibration Controls for Plumbing Piping and Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220553	Identification for Plumbing Piping and Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220716	Plumbing Equipment Insulation	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
220719	Plumbing Piping Insulation	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221113	Facility Water Distribution Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221116	Domestic Water Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221119	Domestic Water Piping Specialties	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221313	Facility Sanitary Sewers	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221316	Sanitary Waste and Vent Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221319	Sanitary Waste Piping Specialties	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221323	Sanitary Waste Interceptors	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221329	Sanitary Sewerage Pumps	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221413	Facility Storm Drainage Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221423	Storm Drainage Piping Specialties	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
221429	Sump Pumps	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
223100	Domestic Water Softeners	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
223400	Fuel-Fired, Domestic-Water Heaters	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
224000	Plumbing Fixtures	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230513	Common Motor Requirements for HVAC Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230516	Expansion Fittings and Loops for HVAC Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230517	Sleeves and Sleeve Seals for HVAC Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230518	Escutcheons for HVAC Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230519	Meters and Gages for HVAC Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230523.12	Ball Valves for HVAC Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230523.13	Butterfly Valves for HVAC Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230523.14	Check Valves for HVAC Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230529	Hangers and Supports for HVAC Piping and Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230553	Identification for HVAC Piping and Equipment	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230593	Testing, Adjusting, and Balancing for HVAC	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230713	Duct Insulation	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230716	HVAC Equipment Insulation	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit



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Number	Description	Revision	Issued Date	Received Date	Set
230719	HVAC Piping Insulation	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230923	Direct Digital Controls	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
230993	Sequence of Operations for HVAC Controls	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
231123	Facility Natural-Gas Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
232113	Hydronic Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
232116	Hydronic Piping Specialties	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
232123	Hydronic Pumps	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
232513	Water Treatment for Closed-Loop Hydronic Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
233113	Metal Ducts	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
233300	Air Duct Accessories	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
233346	Flexible Ducts	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
233423	HVAC Power Ventilators	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
233600	Air Terminal Units	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
233713.13	Air Diffusers	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
233713.23	Air Registers and Grilles	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
234300	Electronic Air Cleaners	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
235216	Condensing Boilers	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
235700	Heat Exchangers for HVAC	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
237416.13	Packaged, Rooftop Air-Conditioning Units	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
238123.11	Small-Capacity (6 Tons (21KW) and Smaller) Computer-Room Air-Conditioners, Floor-Mounted Units	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
238216.11	Hydronic Air Coils	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
238236	Finned-Tube Radiation Heaters	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
238239.16	Propeller Unit Heaters	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
238239.19	Wall and Ceiling Unit Heaters	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
238316	Radiant-Heating Hydronic Piping	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
26 - Electrical					
260519	Low-Voltage Electrical Power Conductors and Cables	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260526	Grounding and Bonding for Electrical Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260529	Hangers and Supports for Electrical Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260533	Raceway and Boxes for Electrical Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260553	Identification for Electrical Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260573.13	Short-Circuit Studies	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260573.16	Coordination Studies	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260573.19	Arc-Flash Hazard Analysis	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
260923	Lighting Control Devices	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
262413	Switchboards	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit



Number	Description	Revision	Issued Date	Received Date	Set
262416	Panelboards	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
262713	Electricity Metering	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
262726	Wiring Devices	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
262813	Fuses	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
262816	Enclosed Switches and Circuit Breakers	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
262913.03	Manual and Magnetic Motor Controllers	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
263213.16	Gas-Engine-Driven Generator Sets	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
263600	Transfer Switches	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
265119	LED Interior Lighting	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
265619	LED Exterior Lighting	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
27 - Communications					
270536	Cable Tray for Communication Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
271323	Communications Optical Fiber Backbone Cabling	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
271513	Communications Copper Horizontal Cabling	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
28 - Electronic Safety and Security					
283111	Digital, Addressable Fire-Alarm System	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
284621.11	Addressable Fire-Alarm Systems	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
33 - Utilities					
3333	Appendix 1 - Statement of Special Inspections	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit
44 - Pollution and Waste Control Equipment					
4444	Appendix 2 - Geotech Report	0	10/01/20	10/01/20	Bidding, Plan Review, and Permit



Exhibit 3- Project Drawings

Printed on Mon Nov 30, 2020 at 04:23 pm EST

Job #: AVB-19-110 Portage Community Senior Center
203 E. Centre Avenue
Portage, Michigan 49002

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A001	Architectural Cover	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A002	Rated Wall Types	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A200	Lower Level Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A210	First Floor Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A220	Second Floor Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A300	Roof Plan	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
A400	Lower Level Reflected Ceiling Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A410	First Floor Reflected Ceiling Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A420	Second Floor Reflected Ceiling Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A500	Enlarged Plans	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A501	Enlarged Plans	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A502	Enlarged Plans	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A503	Enlarged Stair Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A504	Enlarged Stair Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A505	Enlarged Elevator Sections	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
A600	Exterior Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A601	Exterior Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A602	Exterior Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A610	Building Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A611	Building Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A612	Building Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)



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Portage, Michigan 49002

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					(10/01/20)
A613	Building Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A700	Wall Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A701	Wall Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A702	Wall Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A703	Wall Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A704	Wall Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A705	Wall Sections	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A800	Schedules	1	10/20/2020	10/20/2020	Addendum 2 (10/20/20)
A801	Frame Type Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A802	Frame Type Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A900	Head, Jamb, & Sill Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A901	Head, Jamb, & Sill Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A902	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A903	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A904	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A905	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A906	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A907	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A908	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A909	Architectural Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A910	Interior Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
A911	Interior Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)



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203 E. Centre Avenue
Portage, Michigan 49002

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A912	Interior Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
Civil					
C-1	Existing Conditions and Demo Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
C-2	Site Layout Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
C-3	Utility Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
C-4	Grading-SESC Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
C-5	Site Details	1	10/20/2020	10/20/2020	Addendum 2 (10/20/20)
C-6	Utility Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
C-7	Stormtech Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
Electrical					
E001	Electrical Cover	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E002	Electrical Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E200	Lower Level Lighting Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E210	First Floor Lighting Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E220	Second Floor Lighting Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E300	Lower Level Power & Systems Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E301	Lower Level Technology Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E310	First Floor Power & Systems Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E311	First Floor Technology Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E320	Second Floor Power & Systems Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E321	Second Floor Technology Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E400	Electrical Roof Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
E500	Enlarged Electrical Plans	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
E600	One-Line Diagram	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
E601	Electrical Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					(10/01/20)
E800	Panel Schedules	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
E801	Panel Schedules	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
EC100	Electrical Site Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
EC101	Electrical Site Detail	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
Fire Protection					
FP200	Lower Level Fire Protection Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
FP210	First Floor Fire Protection Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
FP220	Second Floor Fire Protection Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
Food Service					
FSE-1	Equipment Floor Plan	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
FSE-2	Equipment Schedule	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
FSE-3	Electrical Floor Plan	0	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
FSE-4	Plumbing Floor Plan	0	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
FSE-5	Ventilation Floor Plan	0	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
General					
G001	Project Cover Sheet	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
Interior					
I200	Lower Level Finish Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I210	First Level Finish Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I220	Second Level Finish Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I300	Lower Level Furniture Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I310	First Level Furniture Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I310A	First Level Furniture Plan - Design Options	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I320	Second Floor Furniture Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I800	Interior Finish Schedules	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I801	Lower Level Interior Signage Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)



Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
I802	First Floor Interior Signage and Shade Systems Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
I803	Second Floor Interior Signage and Shade Systems Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
Life Safety					
LS001	Code Compliance Cover	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
LS100	Lower Level Code Compliance Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
LS110	First Floor Code Compliance Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
LS120	Second Floor Code Compliance Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
Mechanical					
M001	Mechanical Schedules	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M002	Ventilation Schedules	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M003	Ventilation Schedules	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M004	Plumbing Schedules	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
M100	Overall Snowmelt Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M200	Underground Plumbing Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M300	Lower Level Plumbing Plan	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
M310	First Floor Plumbing Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M320	Second Floor Plumbing Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M400	Lower Level HVAC Piping Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M410	First Floor HVAC Piping Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M420	Second Floor HVAC Piping Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M500	Lower Level HVAC Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M510	First Floor HVAC Plan	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
M520	Second Floor HVAC Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M600	Mechanical Roof Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M700	Enlarged Mechanical Plans	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)



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203 E. Centre Avenue
Portage, Michigan 49002

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					(10/01/20)
M701	Enlarged Mechanical Plans	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
M702	Enlarged Plumbing Plans	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M703	Sanitary Riser Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M704	Domestic Water Risers and Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M800	Mechanical Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
M801	Plumbing Details	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
Structural					
S001	Structural Cover	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
S002	Roof Framing Design Loads	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S200	Lower Level Foundation Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S410	First Floor Framing & Foundation Plan	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
S420	Second Floor Framing & Low Roof Framing Plan	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S500	Roof Framing Plan	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
S600	Framing Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S601	Framing Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S602	Framing Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S603	Framing Elevations	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S800	Framing Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S801	Framing Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S802	Framing Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S803	Framing Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S804	Framing Details	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
S805	Framing Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S806	Framing Details	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)
S807	Base Plate Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)



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203 E. Centre Avenue
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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S900	Foundation Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S901	Foundation Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S902	Foundation Details	0	10/01/2020	10/01/2020	Bidding, Plan Review, and Permit (10/01/20)
S903	Foundation Details	1	10/16/2020	10/16/2020	Addendum 1 (10/16/20)

Exhibit 4- AVB's COVID & Safety Protocols



BUILD SOMETHING BETTER.

Additional Specific Covid-19 Safety Protocols for AVB Commercial Construction Sites:

Due to the Covid-19 virus, AVB Commercial is working diligently to reduce exposure and maintain a clean and safe working environment. For us to do so, we are implementing these new requirements and procedures that will be carried out on all our commercial projects. Please read the following additional safety measures below that we will be adding to our existing safety policies and procedures:

1. Our On-Site Superintendent or another AVB employee will be designated to enforce COVID-19 control strategies on each jobsite.
2. We will restrict unnecessary movement of personal between project sites.
3. We will create protocols for minimizing personal contact upon delivery of materials to the worksite.
4. We will ensure there are sufficient handwashing or hand-sanitizing stations at the worksite to enable easy access by workers.
5. We will have the port-a-johns cleaned and or disinfected twice a week.
6. We may restrict our field trailer access to avb personnel if practical. In that case our superintendent's mobile number will be posted on the trailer door so that workers can communicate with them.
7. We will identify choke points and high-risk areas (like hallways, hoists and elevators, break areas, water stations) and establish protocols, or physical barriers (if possible) to enable social distancing whenever possible.
8. We will try to coordinate general work operations which will allow for 6' social distancing if practical.
9. Each worker is strongly encouraged to bring their own water bottle(s). AVB will have a supply of bottled water available in the event that a worker needs it.

10. We will require workers to bring and wear some sort of respiratory protection (provided by sub-contractor) this protection can be one of the following:
 - a. Dust mask
 - b. Respirator
 - c. Surgical style disposable mask
 - d. Bandanna
11. Workers are encouraged to wear appropriate disposable gloves when appropriate, especially if cleaning or disinfecting tools or other surfaces.
12. When required provide instructions for the distribution of personal protective equipment and designate on-site locations for soiled masks.
13. Jobsite Coordination & OAC meetings will be virtual whenever practical. If we have need to meet face-to-face, we will:
 - a. Meet in an area that will allow for a 6' social distancing between people.
 - b. Not pass around a sign in sheet (attendance will be taken by presenter)
14. We will add additional Covid-19 related informational signage at jobsites.
15. We will do temperature checks on jobsites when appropriate.
16. We will add information to our jobsite orientations, along with screening questions for the individuals working on the Jobsite.
17. We will notify the project owner and all contractors who have people working on a site of any confirmed COVID-19 cases among workers at the worksite.
18. Our workers and Subcontractors will be required to enter through designated entry points and complete a daily electronic screening check list. Each jobsite will have signs posted with a QR code similar to the one below that will allow everyone entering the jobsite to fill out a daily health screening survey. to use the system, the worker will scan the QR Code with their phone's camera, open the website link that pops up, fill in their name etc., and answer the questions. **See the example on the next page.**



**HEALTH SCREENING
REQUIRED TO ENTER**
**EXAMEN DE SALUD
REQUERIDO PARA ENTRAR**

**ALL WORKERS AND VISITORS MUST SCAN THE QR
CODE BELOW, CLICK ON THE LINK, & ANSWER ALL
QUESTIONS BEFORE ENTERING THIS JOB SITE.**

TODOS LOS TRABAJADORES Y VISITANTES DEBEN ESCANEAR EL
CÓDIGO QR A CONTINUACIÓN, HACER CLIC EN EL ENLACE Y
RESPONDER TODAS LAS PREGUNTAS ANTES DE INGRESAR A ESTE
SITIO DE TRABAJO.

Scan with your phone camera to view the screening form:

Escanee con la cámara de su teléfono para ver el formulario de detección:



SCAN ME



Or, visit the website to complete your screening
O visite el sitio web para completar su evaluación

***Note this QR code is an example only. Use the QR code posted at each jobsite.**

Exhibit 5- Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	ep 27, Oct 18, Nov 8, Nov 29, Dec 20, Jan 10, Jan 31, Feb 21, Mar 14, Apr 4, Apr 25, May 16, Jun 6, Jun 27, Jul 18, Aug 8, Aug 29, Sep 19, Oct 10, Oct 31, Nov 21, Dec 12, Jan 2, Jan 23, F S S M T W T F S S S M T W T F S S S M T W T F S S S M T W T F S S M T W																																																							
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ID	Task Name	Duration	Start	Finish	Predecessors	ep 27,	Oct 18,	Nov 8,	Nov 29,	Dec 20,	Jan 10,	Jan 31,	Feb 21,	Mar 14,	Apr 4,	Apr 25,	May 16,	Jun 6,	Jun 27,	Jul 18,	Aug 8,	Aug 29,	Sep 19,	Oct 10,	Oct 31,	Nov 21,	Dec 12,	Jan 2,	Jan 23,						
						F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W			
41	Set Structural Steel East Side	25 days	Thu 4/8/21	Wed 5/12/21	31FS+3 days																														
42	Set Structural Steel West Side	15 days	Thu 5/13/21	Wed 6/2/21	41																														
43	Set Glulam Beams & Trusses	5 days	Thu 5/27/21	Wed 6/2/21	42FS-5 days																														
44	Slab-on-Grade Fine Grade	4 days	Mon 5/31/21	Thu 6/3/21	40																														
45	Prepare Slab-on-Grade	4 days	Fri 6/4/21	Wed 6/9/21	44																														
46	Pour Slab-on-Grade	2 days	Thu 6/10/21	Fri 6/11/21	45																														
47	Exterior In-fill Framing	30 days	Thu 5/6/21	Wed 6/16/21	41FS-5 days																														
48	Exterior Sheating & Decking	15 days	Thu 6/10/21	Wed 6/30/21	47FS-5 days																														
49	EPDM Roofing	15 days	Thu 7/1/21	Wed 7/21/21	48																														
50	Standing Seam Roofing	10 days	Thu 7/15/21	Wed 7/28/21	49FS-5 days																														
51	Pour Slab-on-Deck	5 days	Thu 7/15/21	Wed 7/21/21	50SS																														
52	Exterior Façade Elements	60 days	Thu 7/29/21	Wed 10/20/21	50																														
53	Demo & Grading for site concrete, drive lanes, curb cuts	6 days	Thu 10/7/21	Thu 10/14/21	52FS-10 days																														
54	Site Concrete Form & Pour	8 days	Fri 10/15/21	Tue 10/26/21	53																														
55	Fine grading for asphalt paving	1 day	Wed 10/27/21	Wed 10/27/21	54																														
56	Base course asphalt	1 day	Thu 10/28/21	Thu 10/28/21	55																														
57	Top course asphalt	1 day	Fri 10/29/21	Fri 10/29/21	56																														
58	Interior Framing	30 days	Thu 7/15/21	Wed 8/25/21	51SS																														
59	Overhead & In-wall M/E/P Rough-ins	60 days	Thu 7/22/21	Wed 10/13/21	51																														
60	Temp Heating	60 days	Thu 9/9/21	Wed 12/1/21	58FS+10 days																														
61	Hang Drywall	30 days	Thu 8/26/21	Wed 10/6/21	58																														
62	Finish Drywall	20 days	Thu 9/23/21	Wed 10/20/21	61FS-10 days																														
63	Low Voltage/Security/Access/Alarm System cabling	20 days	Thu 10/7/21	Wed 11/3/21	61																														
64	Prime & First Coat Paint	10 days	Thu 10/21/21	Wed 11/3/21	62																														
65	Wall & Floor Ceramic Tile	20 days	Thu 10/28/21	Wed 11/24/21	64FS-5 days																														
66	Install FRP in Kitchen	4 days	Tue 10/26/21	Fri 10/29/21	62																														
67	Install Ceiling Grid and Cut Pads	20 days	Thu 10/28/21	Wed 11/24/21	64FS-5 days																														
68	Install Ceiling-Mounted Fixtures	15 days	Thu 11/18/21	Wed 12/8/21	67FS-5 days																														
69	Install Ceiling Pads	10 days	Thu 12/2/21	Wed 12/15/21	68FS-5 days																														
70	HVAC System Start-up	5 days	Thu 12/9/21	Wed 12/15/21	68																														
71	Set Millwork & Hang Doors	12 days	Thu 12/16/21	Fri 12/31/21	70																														
72	Kitchen Equipment Delivery & Installation	5 days	Thu 12/9/21	Wed 12/15/21	68																														
73	Wood Flooring	5 days	Mon 1/3/22	Fri 1/7/22	71																														
74	General Flooring	24 days	Thu 12/16/21	Tue 1/18/22	69																														
75	Final Coat paint	10 days	Mon 1/3/22	Fri 1/14/22	71																														
76	Final Trims	9 days	Mon 1/10/22	Thu 1/20/22	75FS-5 days																														
77	Athletic Flooring	10 days	Mon 1/10/22	Fri 1/21/22	75FS-5 days																														
78	Furniture/Fixtures/Equipment	5 days	Fri 1/21/22	Thu 1/27/22	76																														
79	Final Inspections/Punch	10 days	Mon 1/24/22	Fri 2/4/22	77																														

Date: Wed 12/2/20

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Page 2



Exhibit 6- Accepted VE, Alternates & Clarifications Included in the GMP

PORTAGE COMMUNITY SENIOR CENTER
PORTAGE, MI
12.07.2020

EXHIBIT 6- ACCEPTED VE & ALTERNATES (INCLUDED IN SUBCONTRACT COSTS)			AMOUNT
004-200 Masonry	Rockcast 16 x 24 stone in lieu of Arriscraft		\$37,276.00
006-800 General Trades	Semi-transparent digital images		\$4,600.00
007-460 Metal Panels	Set up fee for additional metal panel color		\$2,000.00
008-400 Glass & Aluminum	Electric Locking at the four automatic sliders		\$5,700.00
009-600 Flooring	Install floor levelers at restroom entry		\$206.00
014-200 Elevators	Reduce speed from 200fpm to 150 fpm		-\$2,100.00
014-200 Elevators	Provide 2nd year of maintenance/warranty		\$4,000.00
026-100 Electrical	Remove manhole cover from scope		-\$3,000.00
026-100 Electrical	Reroute feeders under slab rather than into basement		\$11,940.00
026-100 Electrical	Include metering in SWBD		\$1,600.00
VE & ALTERNATES TOTAL (EXCLUSIVE OF CM FEES, BONDS, INSURANCE FEES, ETC.)			\$62,222.00
CLARIFICATIONS TO THE GMP:			
INCLUDES UTILITY TAP FEES			
EXCLUDES ARCHITECTURAL AND ENGINEERING FEES			
EXCLUDES INTERIOR & EXTERIOR FURNITURE AND SIGNAGE, INCLUDING BUILDING NUMBERS AND MONUMENT SIGN			
EXCLUDES FITNESS EQUIPMENT			
EXCLUDES FOOD SERVICE EQUIPMENT			
EXCLUDES APPLIANCES			
EXCLUDES ACCESS CONTROL			
EXCLUDES VOICE/DATA FIBER (CABLING IS INCLUDED PER PLAN AT ONE JACK PER LOCATION)			
EXCLUDES HEARING LOOP SYSTEM			
EXCLUDES SECURITY & FIRE ALARM			
EXCLUDES AUDIO/VISUAL SYSTEM			
EXCLUDES STAGE LIGHTING			
EXCLUDES BUILDING PERMIT			
EXCLUDES BUILDERS RISK INSURANCE			
EXCLUDES MATERIAL TESTING			
EXCLUDES COMMISSIONING			
EXCLUDES FARMER'S MARKET PAVILIONS			
EXCLUDES EXTERIOR THEATER WALL SEATING			
EXCLUDES SITE CONSUMERS ENERGY POWER RELOCATION (GMP INCLUDES ONE POLE RELOCATION)			
EXCLUDES SCULPTURE			
EXCLUDES BOCCE COURT			
EXCLUDES EXTERIOR PLANTERS AND BENCHES			
EXCLUDES OTHER OWNER SOFT COSTS			



September 16, 2020

via electronic mail

Ms. Brenda Longman
BYCE & ASSOCIATES, INC.
487 Portage Street
Kalamazoo, Michigan 49007

**Re: Preliminary Geotechnical Report
Portage Community Senior Center
East Centre Avenue, Portage, Michigan
Driesenga & Associates, Inc. Project No 2050694.3A**

Dear Ms. Longman:

Driesenga & Associates, Inc. is pleased to submit the attached preliminary report of subsurface exploration performed for the above-referenced project. The report presents the exploration procedures, subsurface conditions encountered, and our recommendations for development of the site with respect to proposed earthwork, foundation construction, and pavement design.

Soils encountered at the site generally consist of 12 to 20 inches of topsoil underlain by loose to medium dense sand and (and clayey sand at soil borings SB-2 and SB-10) to the explored depths ranging from 5 to 30 feet below grade. Please refer to the report for a more detailed description of our findings, as well as important design and construction recommendations.

Proper execution of our recommendations will affect the design, construction and performance of the structure and related facilities, and the potential associated risks involved. Therefore, the issues and recommendations presented in this report should be discussed with the project team, including Driesenga & Associates, Inc. This will increase the likelihood that the issues are understood and our recommendations are applied in a manner consistent with the project budget, tolerance of risk, and expectations for performance and maintenance.

We appreciate the opportunity to be of service to you. If you have any questions concerning this report, or if we can be of further service as design and construction progresses, please contact our office.

Sincerely,
DRIESENKA & ASSOCIATES, INC.

Michael Stork
Project Geologist

Randy Pail, P.E.
Director of Geotechnical Engineering

Cc: Mr. Tracy Ezell, AIA – Byce & Associates, Inc.

GEOTECHNICAL REPORT

SITE:

**PORTAGE COMMUNITY SENIOR CENTER
EAST CENTRE AVENUE
PORTAGE, MICHIGAN**

**SEPTEMBER 16, 2020
PROJECT NO. 2050694.3A**

PREPARED FOR:

**BYCE & ASSOCIATES, INC.
487 PORTAGE STREET
KALAMAZOO, MICHIGAN 49007**

Prepared by:



**DRIESENKA &
ASSOCIATES, INC.**

Engineering • Surveying • Testing



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APPENDICES

APPENDIX A	Soil Boring Location Map
APPENDIX B	Soil Boring Logs
APPENDIX C	Field and Laboratory Procedures



1.0 INTRODUCTION

1.1 LOCATION

This report presents the results of the geotechnical investigation completed for the proposed Portage Community Senior Center. The site is located along the north side of East Centre Avenue, approximately 200 east of South Westnedge Avenue in Portage, Michigan.

1.2 PURPOSE

The purpose of this investigation was to determine the subsurface profile, the engineering characteristics of the subsurface soils, and to provide recommendations in regard to the proposed design and construction based on our interpretation of the test results. This report was prepared in general accordance with our proposal dated August 27, 2020, as authorized by Ms. Brenda Longman of Byce & Associates, Inc. on August 27, 2020 and received by Driesenga & Associates, Inc. on August 31, 2020.

1.3 SCOPE

The field exploration to estimate engineering characteristics of the site soils included performing a site reconnaissance, advancing the soil borings, performing standard penetration tests, and recovering split-spoon samples. Soil boring locations were staked in the field by measuring from existing site features. Existing ground surface elevations were not provided and obtaining them was beyond the scope of this investigation.

Ten (10) soil borings, designated SB-1 to SB-10, were advanced in the vicinity of the proposed building and pavements on September 11 and 14, 2020, at the approximate locations shown on the Soil Boring Location Map (Appendix A). The soil borings were advanced with either hollow-stem



or solid-stem augers to depths of five (5) to thirty (30) feet. The soil boring logs are contained in Appendix B. The field and laboratory procedures are described in Appendix C.

1.4 DESIGN INFORMATION

We understand the project will consist of a new Community Senior Center Building. The west side will be a single-story structure, with partial clear span framing; and the east side will be a two-story structure with a basement level and include an elevator. Maximum dimensions of the structure at the west portion of the site will be on the order of 50 feet by 110 feet and it will have a slab-on-grade floor. Maximum dimension of the east side structure will be on the order of 85 feet by 85 feet. The east and west structure will be connected by an approximately 35 by 35 feet corridor. The Parking will be located north, south and west of the new building.

For calculation purposes, maximum loads of 4,000 pounds per lineal foot of wall and 80 kips per column were assumed. Understanding that the new construction will not include any basement areas, exterior footing depths are assumed to be a minimum of 3.5 feet below the final ground surface elevation.

We have assumed maximum tolerable settlements of 1 inch total and ½ inch differential. We anticipate maximum cut and fill sections on the order of 2.0 feet will be required to establish site grades. Any significant deviation from these assumptions should be brought to the attention of Driesenga & Associates, Inc. as soon as possible.



2.0 SITE CONDITIONS

2.1 GENERAL

The stratification of the soils, as shown on the soil boring logs in Appendix B, represents the soil conditions at the actual soil boring locations. Variations may occur away from or between the soil borings. Stratigraphic lines shown on the soil boring logs represent the approximate boundary between the soil types, but the transition may be gradual. They are not intended to show exact depths of change from one soil type to another. In addition, changes in soil type may occur between the sample intervals that are consequently not observed by the driller.

The soil boring logs in Appendix B include the drilling method, materials encountered, penetration resistances, and pertinent field observations made during the drilling operations along with the results of the laboratory testing.

2.2 SURFACE CONDITIONS

The project site is located on the north side of East Centre Avenue, between South Westnedge Avenue and Currier Drive in Portage, Michigan. The site includes 203 Centre Avenue and property immediately east, west and north. The subject property is currently maintained lawn and has some areas of tree cover and two (2) residential type structures at the southeast area of the site at 217 and 225 Centre Avenue. This total site is relatively flat. Surrounding properties are generally developed commercially.

2.3 DESCRIPTION OF SUBSURFACE SOILS

Soils encountered at the site generally consist of 12 to 20 inches of topsoil underlain by loose to medium dense sand and (and clayey sand at soil borings SB-2 and SB-10) to the explored depths ranging from 5 to 30 feet below grade.



The estimated group symbol, according to the USCS, is shown in the USCS column just before the textural description of the various strata on the soil boring logs in Appendix B.

2.4 GROUNDWATER OBSERVATIONS

Groundwater was not encountered in any of the soil borings during or after completion of drilling operations. Hydrostatic groundwater levels and the elevations and volumes of groundwater should be expected to fluctuate throughout the year, based on variations in precipitation, evaporation, runoff, and other factors. The groundwater observations indicated on the soil borings and presented in this section represent conditions at the time the readings were taken. The actual groundwater levels at the time of construction may vary.

Groundwater measurements were attempted during drilling and again shortly after completion of the drilling operations. After drilling and collection of groundwater readings, the boreholes were backfilled with auger cuttings and the surface was repaired approximating previous conditions. Since the boreholes were backfilled shortly after drilling, long-term groundwater level information is not available from the soil borings. To obtain long-term groundwater levels, groundwater observation wells would be required.

2.5 SEISMIC SITE CLASS

The proposed building's seismic class was determined for use in the structural design of the proposed project. Soils information was obtained from the soil borings completed on-site, as well as information obtained from the "Soil Survey of Kalamazoo County" by the United States Department of Agriculture, the "Quaternary Geology of Michigan" completed by W.R. Farrand, the USGS Topographic Quadrangle and the Hydrogeologic Atlas of Michigan. It is assumed that the proposed structure falls under Building Class II or III according to the 2015 Michigan Building Code (MBC) Table 1604.5. Based on this information it is our determination that seismic site class D be used according to the ASCE 7 – Table 20.3-1 for structural calculations.



2.6 LIMITATIONS

Soil and groundwater conditions have been observed and interpreted at the soil boring locations only. This information has been used as the basis for our analyses and the recommendations that follow. Although we have allowed for minor variations in subsurface conditions in the development of our recommendations, conditions can vary away from and between soil boring locations. Should this become evident during construction, we should be contacted to review our recommendations. This geotechnical evaluation and report were prepared for geotechnical purposes only. We did not perform environmental related borings or analytical tests.



3.0 PRELIMINARY RECOMMENDATIONS

3.1 GENERAL

The southeast portion of site could not be explored due to site accessibility at the time the work was authorized and will be explored at a later date. ***Consequently, this report and the following recommendations are considered preliminary until the final soil borings are performed.***

3.2 SITE PREPARATION

To increase the likelihood that the recommended allowable soil bearing capacities are achieved and tolerable settlements are not exceeded, the recommendations contained herein should be followed. Within the building footprint, pavement areas and any areas to receive fill, all existing building material, topsoil, organic-containing material, frozen soil and other unsuitable material should be removed. The clearing should extend a minimum of 5 feet beyond the limits of proposed building and pavement areas and areas to receive structural fill. We recommend including a contingency in the project budget to account for the unknown amount of topsoil.

It is strongly recommended that the building pad area for the proposed building and all pavement areas be evaluated by Driesenga & Associates, Inc. after these areas have been cleared and stripped. This evaluation may be performed by proofrolling with a loaded tandem axle dump truck or another method selected by the geotechnical engineer. This will help to identify any areas of soft subgrade soil that was not encountered at our soil test borings, or soft areas that have developed since our borings were performed due to precipitation and other factors. If soft subgrade soils are encountered remedial actions as recommended by the geotechnical engineer will be required.

We understand the existing buildings/residential structures at the southeast portion of the site will be demolished as part of the project. Any existing foundations, floor slabs, utilities, and other



below-grade structures from previous construction should be completely removed from the footprint of the proposed building. In proposed pavement areas, existing utilities and other below-grade structures should be removed to at least 2.5 feet below the final subgrade level. Alternatively, utilities can be left in place below pavement areas if the void space of the utility is completely grouted. Depressions or excavations from the demolition and removal operations should be backfilled with granular structural fill meeting the requirements of MDOT Class II sand compacted in accordance with the recommendations below.

Relatively large trees were located within the project area when this investigation was conducted. Large trees may have relatively widespread root structures and related organic veins. The earthwork activities within the building and pavement areas should include complete removal of the tree roots and organic veins.

In all general fill areas, the exposed soil surface should be scarified to a depth of 12 inches and recompacted to a minimum of 95% of Modified Proctor maximum dry density (MDD) per ASTM D 1557 method, or 98% of MDD as determined by the Michigan Cone Method. Loose sands were encountered at or near the final subgrade level in some of the soil borings in the proposed building area. Within the proposed building area the native loose sand should be proof-compacted by at least six (6) passes of a 10-ton vibratory roller. The excavated footing trenches should be compacted to a minimum of 95% of Modified Proctor MDD, or 98% of MDD as determined by the Michigan Cone Method, just prior to concrete placement.

Construction traffic should use haul roads and should not haphazardly traffic the site. Subgrade soils that become disturbed should be removed and replaced with structural fill or crushed aggregate. Under wet weather conditions, the subgrade may be protected by placing crushed aggregate on the exposed subgrade.

It is recommended that any fill materials be placed in or near horizontal maximum 8-inch-thick loose lifts and compacted to a minimum of 95% of Modified Proctor MDD, or 98% of Michigan



Cone MDD. If a vibratory roller is used for compaction, the loose lift thickness may be increased to 12 inches. Soils used for structural fill should consist of clean sand meeting SW or SP classification in accordance with USCS criteria.

3.3 PRELIMINARY FOUNDATION RECOMENDATIONS

Considering the subsurface conditions on this site and the assumed proposed construction, preliminarily, it appears acceptable for the proposed facility to be supported on conventional spread footings. Footings bearing on structural fill or the native sand may be designed for a maximum net allowable soil bearing pressure of 3,000 psf.

At some locations, natural sand soils may be in relatively loose condition and not suitable for support of foundations at the recommended design soil bearing pressure. In addition, these soils may become loosened below the bottom of footing level from the excavation activities or from construction traffic, especially if allowed to dry out. Therefore, to achieve the recommended design bearing pressure, the exposed bearing surface may need to be compacted with vibratory equipment prior to placing foundation concrete. A hand-operated plate compactor may be used for loose or disturbed soil that is less than 6 inches in thickness. For deeper compaction, we recommend using a hoe-pac mounted on a backhoe. Water may need to be added to achieve the desired compaction for the allowable bearing capacity.

If it is not possible to improve the sands by densification, the unsuitable soils may need to be removed and the foundations placed on suitable natural soils encountered at lower levels. Alternatively, the undercut may be backfilled with crushed aggregate to the bottom of footing level. In addition, wet or easily disturbed foundation bearing soils could be encountered at some locations. If wet soils are encountered, we recommend a layer of crushed aggregate be placed on the subgrade. The thickness of this layer will depend on the conditions encountered at the time of construction. In areas where undercutting is required, the undercut should extend laterally on a two vertical to one horizontal slope from the edge of the footing.



Prior to concrete placement, the bearing surface should be free of loose soil and standing water. The contractor should avoid stockpiling excavated materials immediately adjacent to the excavation walls. It is recommended that stockpiled materials be kept back from the excavation a minimum distance equal to half the excavation depth to prevent surcharging the excavation walls.

Total and differential settlement of foundations properly designed and constructed based on our recommendations are not expected to exceed 1 inch and ½ inch, respectively.

3.4 FLOORS

The soil below the floor slab should be prepared in accordance with the recommendations in Section 3.1. A noncohesive soils mat such as MDOT Class II sand should be provided directly below the floor slabs. The mat should be a minimum of 8 inches in thickness and compacted to a minimum of 95% of Modified Proctor MDD.

We recommend providing vapor barriers below floor slabs that will receive an impermeable floor finish/seal. Even if these floor coverings are not planned, the vapor barrier can reduce the transmission of moisture vapor from the ground into the building. However, the placement of a vapor barrier affects construction of the floor slab, concrete curing, and the rate of moisture loss as the concrete dries. These factors could affect the performance of the slab. The manufacturer of the vapor barrier should be consulted in regard to the depth of the barrier below the slab.

The floor slab should be suitably reinforced and proper joints should be provided at the junctions of the slab and foundation system so that a small amount of independent movement can occur without causing damage. A minimum of 6 inches of structural fill should be provided between the bottom of the slab and the top of the shallow spread footing below. Otherwise other arrangements should be made to allow for potential relative settlements, such as grade beams, thickened slabs with appropriate reinforcing steel or other appropriate details. A modulus of subgrade reaction of 200 pci should be used in the design of slabs-on-grade.



3.5 PAVEMENTS

Specific traffic information was not available in developing these pavement recommendations. For design purposes, we have assumed that passenger vehicles and light trucks will traffic all light duty pavement areas. Heavy duty pavement areas will include entrances and service drives and will be trafficked by light or moderate truck traffic, buses, refuse trucks, and fire engines.

Pavement subgrade should be prepared as described in Section 3.1. Above the subgrade, the sand subbase should be constructed using a minimum of 12 inches of Michigan Department of Transportation (MDOT) Class II Fine Aggregate fill (MDOT Division 3, Section 301 “2012 Standard Specifications for Construction”, April 1, 2011) compacted to a minimum of 95% of the material’s MDD as determined by Modified Proctor.

The aggregate base for pavement areas should follow MDOT Dense-Graded Aggregate Base Course Materials – Division 3, Section 302 and Division 9, Section 902, using a 22A (Grading Requirements per MDOT Table 902-1) Limestone Dense-Graded Aggregate material with a minimum compacted thickness of 8 inches. This gravel base may be placed in one (1) lift and should be compacted to a minimum of 95% of the material’s MDD as determined by Modified Proctor.

Light duty bituminous pavement should consist of a 1.5 inch base course using MDOT 13A, and a 1.5 inch surface course using MDOT 13A, for a total thickness of 3.0 inches. Heavy duty bituminous pavement should consist of a 2.5 inch base course using MDOT 13A, and a 1.5 inch surface course using MDOT 13A, for a total thickness of 4.0 inches. Compaction of the asphalt courses should range between 92% and 96% of the Theoretical Maximum Density (TMD). Construction traffic should be minimized on the new pavement. If excessive construction traffic is anticipated on the pavement structure, the initial asphalt lift thickness could be increased and placement of the final lift could be delayed until the majority of the construction activities have



been completed. This action will allow repair of localized failure, if any does occur, as well as reduce load damage on the pavement system.

A bond coat of emulsion should be used between the base course and wearing course when more than 48 hours have elapsed between placement of the courses, or the surface of the base course has been contaminated by soil or dust. Performance grade asphalt cement should be used in the production of all bituminous mixtures. Reclaimed Asphalt Pavement (RAP) should not be used in the surface course.

After the pavement is complete, we recommend instituting a regular maintenance program that includes sealing of cracks and patching of distressed areas. This should reduce the effect of water infiltration and associated frost action.

In areas where the durability of Portland cement concrete (PCC) is desired over bituminous pavement (i.e., loading areas, dumpster pads) a rigid pavement is recommended. Concrete pavement should be constructed on a base layer of at least 6 inches of Michigan Department of Transportation (MDOT) Class II sand subbase (Division 9, Section 902, Grading Requirements per Table 902-3). The concrete slab should consist of a minimum of 6 inches of 4,000 psi, air entrained concrete (MDOT Division 6, Section 601 – PCC Pavement and Division 9, Section 901 – Cement and Lime); however, actual design of the slab including reinforcement type and spacing should be performed by the Project Structural Engineer.

These recommendations assume typical conditions during the June through September construction season. Any substitution of materials or deviation from these stated assumptions should be reviewed to assess potential impact on the recommended design.



3.6 GROUNDWATER CONTROL

Groundwater problems are not anticipated to be a significant issue during construction. Ideally, the footings should be excavated, formed, and poured on the same day to reduce the potential for rainwater to affect footing subsoils. Any water which enters the footing excavation can likely be controlled by a gravity drain system, sump pump, or other minor dewatering procedure. Concrete should not be placed in footing excavations containing water. Upon removal of any trapped water, the soils should be reviewed by a soils engineer and any soft areas replaced with structural fill per Section 3.1, as necessary.

Perimeter foundation drains should be installed along foundations where interior finished floor elevations are lower than perimeter grades, or where exterior grades slope toward the building. In addition, all roof drains should be diverted to downspouts which carry water away from foundations and supporting walls.

3.7 RETAINING/BASEMENT WALLS

Pressures on basement or retaining walls will depend on the properties of the backfill and yielding of the wall. Assuming imported fill sand meeting the recommendations of Section 3.1 is used as backfill, a soil density of 115 pcf and a coefficient of active pressure (K_a) of 0.33 may be used for design in the active condition (i.e., the wall is allowed to move slightly such as a cantilevered retaining wall). An “at rest” coefficient of lateral pressure (K_o) of 0.5 should be used if the wall will be fixed or not allowed to move, as in the case of a basement wall. An equivalent fluid pressure of 35 pcf would be appropriate for non-submerged conditions in the active condition and 58 pcf in the “at rest” condition. For the undrained condition, an equivalent fluid earth and groundwater pressure of 95 pcf should be used for the active condition and 120 pcf for the at-rest condition. In no case should cohesive soils be used as backfill against walls, as excessive creep could increase lateral pressures significantly above assumed design values over time.



The coefficient of passive pressure (K_p) to resist sliding will depend on the type of soil on the “low side” (i.e., side of the wall opposite the “high side” or backfill). For the native sandy soils and assuming level backfill behind the wall, a K_p of 3.2 should be used.

Assuming a concrete wall foundation (rough concrete surface), an ultimate friction factor of 0.50 between the concrete and soil should be used to calculate sliding resistance for the native sands or imported sand fill as described in section 3.1. Design calculations should use a minimum factor of safety of 1.5 to resist sliding (including friction and passive earth pressure forces), and a minimum factor of safety of 1.5 should also be used to resist overturning of the wall.

The recommended earth pressures stated above do not account for surcharge loading on the wall system caused by, for example, stockpiled materials, sloping backfills, or excessive temporary loads. These conditions would increase design pressures, and should be properly distributed in the earth pressure analyses. Earth pressures on non-yielding walls can be much higher if backfill is placed with heavy equipment operating immediately behind the wall. To reduce this potential, we recommend that only hand compaction equipment and methods be used for backfilling within 5 feet of the wall.

It is recommended that a perimeter drain be located around the exterior foundation to reduce the buildup of hydrostatic pressure against the walls. The drains must outlet to a positive drain by gravity or to a sump equipped with an automatic properly sized pump. Slotted PVC pipe wrapped in filter fabric and covered with MDOT 6AA or pea stone should be used. Final exterior grades should slope away from below-grade walls to divert surface water.

Waterproofing below-grade walls should also be considered, especially if items housed in the lower level of the building will be sensitive to moisture intrusion (e.g., files, books, and record storage). Waterproofing should consist of water stops at the concrete construction joints. In addition, a waterproofing membrane may be applied to the exterior surface of the below-grade walls to mitigate the potential for water infiltration through the walls.



3.8 TEMPORARY EXCAVATION STABILITY

If excavations are anticipated for the proposed structure and/or utilities, shoring and bracing or flattening (laying back) of the slopes may be required to obtain a safe working environment. Excavations should be sloped or shored in accordance with local, state and federal regulations, including OSHA (CFR Part 1926) excavation trench safety standards. We recommend that all excavated soils be placed away from the edges of the excavation at a distance equaling or exceeding the depth of the excavation. In addition, surface runoff water should be diverted away from the crest of the excavated slopes to prevent erosion and sloughing.

Localized areas of soft or unsuitable soils not detected by our borings or in unexplored areas may be encountered once construction begins. Vertical cuts in these soils may be unstable and may present a significant hazard because they can fail without warning. Therefore, temporary construction slopes greater than 5 feet high should not be steeper than one horizontal to one vertical (1H: 1V) and excavated material should not be placed within 10 feet of the crest of any excavated slope.

Unbraced excavations may experience some minor localized instability (i.e., sloughing). To reduce potential sloughing, excavated slopes should be covered with plastic for protection from rainfall and moisture changes. It should be emphasized that continuous observations by personnel from our office are important during trenching or excavation operations at the site.



4.0 GENERAL COMMENTS

If significant changes are made in the plans and specifications or location of the proposed structure, a consultation should be arranged to review such changes with respect to the prevailing soil conditions. It may then be necessary to submit supplementary recommendations. If deviations from the noted subsurface conditions are encountered during construction, they should also be brought to the attention of Driesenga & Associates, Inc.

Driesenga & Associates, Inc. should be afforded the opportunity to review the project design drawings and specifications to verify the factors affecting subgrade and foundation performance comply with our recommendations.

It is recommended that the services of Driesenga & Associates, Inc. be engaged to observe excavation for the footings and to test and evaluate the soils in the footing excavations prior to placement of foundations in order to determine that the soils have the required bearing capacities. Monitoring and testing should also be performed to verify that suitable materials are used for controlled fills and that they are properly placed and compacted.

This report and any future reports or addenda performed for this site should be supplied to potential bidders prior to them submitting their proposals. We also recommend the construction contract include provisions for dealing with differing conditions. Contingency funds should be reserved for potential problems during earthwork and foundation construction.

This report was for geotechnical purposes only. We did not sample for environmental purposes or perform any analytical testing. However, the contractor should be prepared to handle environmental conditions encountered at this site that may affect the excavation, removal, or disposal of soil; dewatering of excavations; and health and safety of workers. Any Environmental Assessment reports prepared for this property should be made available for review by bidders and the successful contractor.



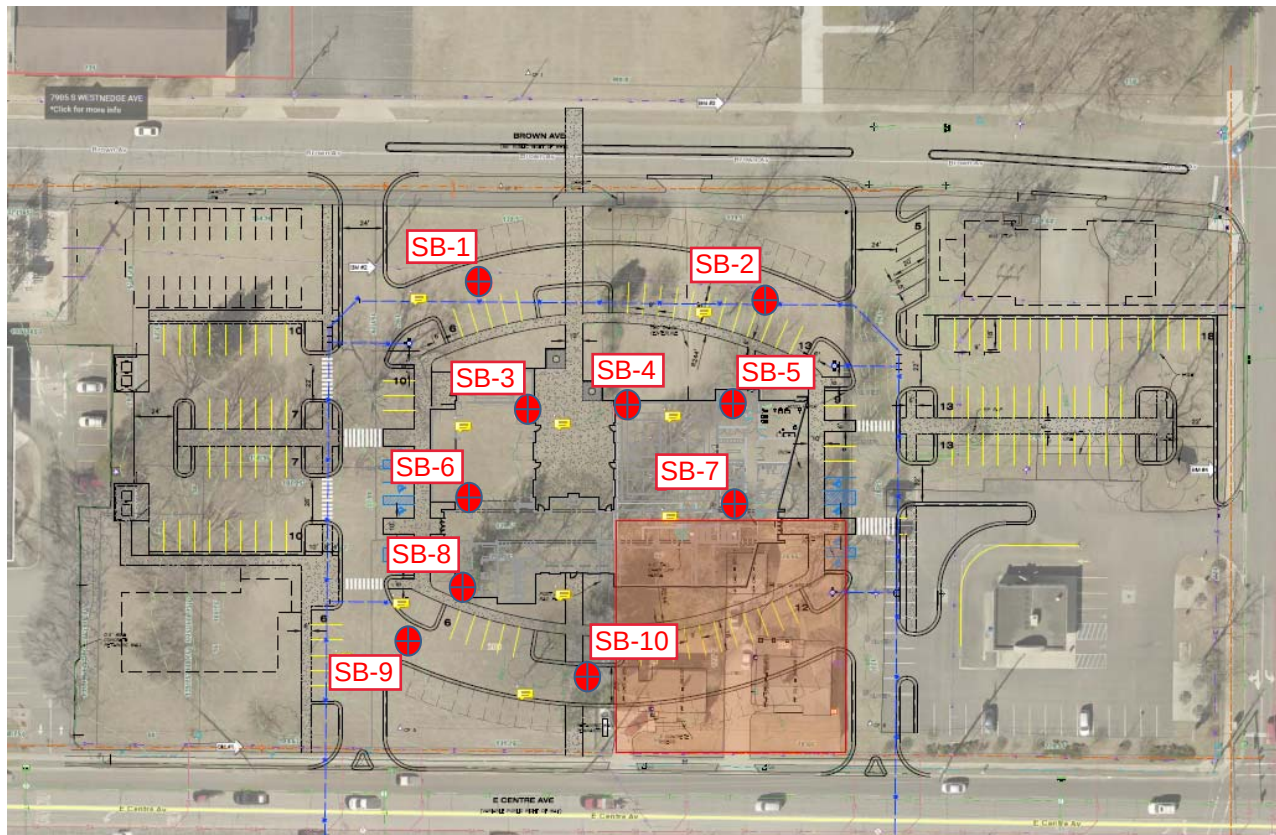
This report has been prepared solely for the use of the client for the project specifically described in this report. This report cannot be relied upon by other parties not involved in this project, unless written permission is granted by Driesenga & Associates, Inc. If this report or any of its contents are utilized by parties other than our original client and the project team members, Driesenga & Associates, Inc. can not be held responsible for the suitability of the field exploration, scope of services, or recommendations made for the new project. Driesenga & Associates, Inc. also is not responsible for the interpretation of our soil boring logs and the recommendations provided herein by other parties.

Driesenga & Associates, Inc. will evaluate this report for other parties and developments at this site, provided our original Client agrees to release this information in writing. However, before this report can be relied upon by other parties, Driesenga & Associates, Inc. must review the proposed development since the new project will likely require additional field exploration, laboratory tests, analysis, and modifications to our recommendations to adequately address the needs of the new project.



APPENDIX A
·SOIL BORING LOCATION MAP·

SOIL BORING LOCATION MAP



Scale: NTS



Boring Location

**Portage Community Senior Center
East Centre Avenue
Portage, Michigan**

**D&A Project No:2050685.3A
In Section 15, T03S, R11W
Date: September 15, 2020
Sheet: 1 of 1
Modified by: RHP**



APPENDIX B

·SOIL BORING LOGS·



**DRIESEN &
ASSOCIATES, INC.**

Engineering · Surveying · Testing

SB-1 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan				Date Started : September 14, 2020		Drilling Company : Great Lakes Drilling Co.	
Project No. 2050694.3A				Date Completed : September 14, 2020		Field Sampling : J. Cook	
Client Name: City of Portage / Byce				Hole Diameter : 6-inches		Reviewed By : M. Stork	
				Drilling Method : Solid-Stem Augers		GW Encountered : Dry	
				Sampling Method : Split-Spoon Sampler		GW Completion : Dry	

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
				▼ During Drilling ▽ After Completion						
				DESCRIPTION						
0				TOPSOIL - 14 inches						
					1	4 6 7	13			
		SW		SAND, loose to medium dense, brown, fine to coarse grained with a little gravel and trace clay, moist.	2	3 4 4	8			
5										
10										
15										
20										
25										
30										



**DRIESENGA &
ASSOCIATES, INC.**

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SB-2 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan	Date Started : September 14, 2020	Drilling Company : Great Lakes Drilling Co.
Project No. 2050694.3A	Date Completed : September 14, 2020	Field Sampling : J. Cook
Client Name: City of Portage / Byce	Hole Diameter : 6-inches	Reviewed By : M. Stork
	Drilling Method : Solid-Stem Augers	GW Encountered : Dry
	Sampling Method : Split-Spoon Sampler	GW Completion : Dry

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels ▼ During Drilling ▽ After Completion	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
				DESCRIPTION						
0				TOPSOIL - 20 inches		2				
		SC		CLAYEY SAND, loose, brown, fine to medium grained, moist.	1	2	7			
		SW		SAND, loose, brown, fine to medium grained with trace gravel, moist.	2	6	8			
5						4				
10										
15										
20										
25										
30										



**DRIESENKA &
ASSOCIATES, INC.**

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SB-3 PCSC

Project: Portage Community Senior Center
E. Centre Avenue
Portage, Michigan

Project No. 2050694.3A

Client Name: City of Portage / Byce

Date Started : September 11, 2020
Date Completed : September 11, 2020
Hole Diameter : 6-inches
Drilling Method : Solid-Stem Augers
Sampling Method : Split-Spoon Sampler

Drilling Company : Great Lakes Drilling Co.
Field Sampling : J. Cook
Reviewed By : M. Stork
GW Encountered : Dry
GW Completion : Dry

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels ▼ During Drilling ▽ After Completion	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
				DESCRIPTION						
0				TOPSOIL - 16 inches						
		SW		SAND, medium dense, brown, fine to coarse grained with a little gravel and trace clay, moist.	1	5 7 7	14			
					2	4 5 5	10			
5		SW		SAND, loose to medium dense, brown, fine to medium grained, moist.	3	5 6 5	11			
					4	4 4 5	9			
10										
					5	6 7 8	15			
15		SW		SAND, medium dense, light brown, fine to coarse grained with trace gravel, moist.						
					6	9 11 14	25			
20										
25										
30										



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ASSOCIATES, INC.**

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SB-4 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan	Date Started : September 11, 2020	Drilling Company : Great Lakes Drilling Co.
Project No. 2050694.3A	Date Completed : September 11, 2020	Field Sampling : J. Cook
Client Name: City of Portage / Byce	Hole Diameter : 6-inches	Reviewed By : M. Stork
	Drilling Method : Hollow-Stem Augers	GW Encountered : Dry
	Sampling Method : Split-Spoon Sampler	GW Completion : Dry

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels ▼ During Drilling ▽ After Completion	DESCRIPTION	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
0					TOPSOIL - 13 inches						
		SW			SAND, very loose, brown, fine to medium grained with trace clay and gravel, moist.	1	2 2 2	4			
		SW			SAND, loose to medium dense, brown, fine to coarse grained with a little gravel and trace clay, moist.	2	5 6 7	13			
		SW				3	4 4 5	9			
		SW			SAND, loose to medium dense, brown, fine to medium grained with trace clay, moist.	4	4 5 6	11			
		SW				5	3 3 4	7			
		SW			SAND, medium dense to dense, light brown, fine to coarse grained with some gravel, moist.	6	8 10 12	22			
		SW				7	5 11 20	31			
						8	12 18 17	35			



**DRIESENKA &
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SB-5 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan	Date Started : September 11, 2020	Drilling Company : Great Lakes Drilling Co.
Project No. 2050694.3A	Date Completed : September 11, 2020	Field Sampling : J. Cook
Client Name: City of Portage / Byce	Hole Diameter : 6-inches	Reviewed By : M. Stork
	Drilling Method : Hollow-Stem Augers	GW Encountered : Dry
	Sampling Method : Split-Spoon Sampler	GW Completion : Dry

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels ▼ During Drilling ▽ After Completion	DESCRIPTION	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
0					TOPSOIL - 12 inches						
		SW			SAND, loose to medium dense, brown, fine to medium grained with trace clay and gravel, moist.	1	2 2 3	5			
5		SW				2	4 5 6	11			
						3	5 3 4	7			
10		SW			SAND, loose to medium dense, brown, fine to coarse grained, moist.	4	4 4 4	8			
15						5	6 6 9	15			
20						6	13 15 12	27			
25		SW			SAND, medium dense to dense, light brown, fine to coarse grained with some gravel, moist.	7	7 6 20	26			
30						8	14 19 22	41			



**DRIESENKA &
ASSOCIATES, INC.**

Engineering · Surveying · Testing

SB-6 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan	Date Started : September 11, 2020	Drilling Company : Great Lakes Drilling Co.
Project No. 2050694.3A	Date Completed : September 11, 2020	Field Sampling : J. Cook
Client Name: City of Portage / Byce	Hole Diameter : 6-inches	Reviewed By : M. Stork
	Drilling Method : Hollow-Stem Augers	GW Encountered : Dry
	Sampling Method : Split-Spoon Sampler	GW Completion : Dry

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels ▼ During Drilling ▽ After Completion	DESCRIPTION	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
0					TOPSOIL - 20 inches						
		SP			SAND, medium dense, brown, fine grained with trace gravel, moist.	1	3 5 7	12			
5		SW			SAND, loose, brown, fine to medium grained with trace gravel and clay, moist.	2	5 4 6	10			
						3	5 3 4	7			
10						4	6 7 8	15			
		SW			SAND, loose to medium dense, brown, fine to medium grained with trace coarse sand and gravel, moist.	5	3 3 4	7			
15						6	7 6 6	12			
20											
25											
30											



**DRIESENKA &
ASSOCIATES, INC.**

Engineering · Surveying · Testing

SB-7 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan				Date Started : September 11, 2020		Drilling Company : Great Lakes Drilling Co.					
Project No. 2050694.3A				Date Completed : September 11, 2020		Field Sampling : J. Cook					
Client Name: City of Portage / Byce				Hole Diameter : 6-inches		Reviewed By : M. Stork					
				Drilling Method : Hollow-Stem Augers		GW Encountered : Dry					
				Sampling Method : Split-Spoon Sampler		GW Completion : Dry					
Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels ▼ During Drilling ▽ After Completion		Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
				DESCRIPTION							
0				TOPSOIL - 16 inches							
		SP		SAND, loose, brown, fine grained with trace gravel, moist.		1	3 4 5	9			
5		SW		SAND, loose, brown, fine to medium grained with trace coarse sand, clay and gravel, moist.		2	3 4 4	8			
		SW		SAND, loose, brown, fine to medium grained, moist.		3	4 3 4	7			
10				SAND, medium dense to very dense, light brown, fine to coarse grained with a little gravel, moist.		4	4 4 5	9			
15						5	5 6 7	13			
20		SW				6	7 18 35	53			
25						7	6 10 15	25			
30						8	8 14 21	35			



**DRIESENGA &
ASSOCIATES, INC.**

Engineering · Surveying · Testing

SB-8 PCSC

Project: Portage Community Senior Center
E. Centre Avenue
Portage, Michigan

Project No. 2050694.3A

Client Name: City of Portage / Byce

Date Started : September 11, 2020
Date Completed : September 11, 2020
Hole Diameter : 6-inches
Drilling Method : Hollow-Stem Augers
Sampling Method : Split-Spoon Sampler

Drilling Company : Great Lakes Drilling Co.
Field Sampling : J. Cook
Reviewed By : M. Stork
GW Encountered : Dry
GW Completion : Dry

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels ▼ During Drilling ▽ After Completion	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
				DESCRIPTION						
0				TOPSOIL - 20 inches		2				
		SW		SAND, loose, brown, fine to medium grained with trace clay and gravel, moist.	1	3	6			
						2				
5		SW		SAND, loose, brown, fine to coarse grained with trace gravel, moist.	2	3	5			
						4				
					3	4	8			
						4				
10				SAND, medium dense, light brown, fine to coarse grained with trace gravel and cobble, moist.	4	6	13			
						7				
		SW			5	11	23			
15						12				
						6				
20					6	10	23			
						13				
25										
30										



**DRIESENKA &
ASSOCIATES, INC.**

Engineering · Surveying · Testing

SB-9 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan				Date Started : September 14, 2020		Drilling Company : Great Lakes Drilling Co.	
Project No. 2050694.3A				Date Completed : September 14, 2020		Field Sampling : J. Cook	
Client Name: City of Portage / Byce				Hole Diameter : 6-inches		Reviewed By : M. Stork	
				Drilling Method : Solid-Stem Augers		GW Encountered : Dry	
				Sampling Method : Split-Spoon Sampler		GW Completion : Dry	

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
				▼ During Drilling ▽ After Completion						
				DESCRIPTION						
0				TOPSOIL - 14 inches						
				SAND, loose, brown to dark brown, fine to medium grained with a little clay and trace gravel, moist.	1	4 4 4	8			
		SW			2	3 2 3	5			
5										
10										
15										
20										
25										
30										



**DRIESENGA &
ASSOCIATES, INC.**

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SB-10 PCSC

Project: Portage Community Senior Center E. Centre Avenue Portage, Michigan				Date Started : September 14, 2020		Drilling Company : Great Lakes Drilling Co.	
Project No. 2050694.3A				Date Completed : September 14, 2020		Field Sampling : J. Cook	
Client Name: City of Portage / Byce				Hole Diameter : 6-inches		Reviewed By : M. Stork	
				Drilling Method : Solid-Stem Augers		GW Encountered : Dry	
				Sampling Method : Split-Spoon Sampler		GW Completion : Dry	

Depth in Feet	Surf. Elev.	USCS	GRAPHIC	Water Levels	Samples	Blow Count	N Value	Pocket Pen (tsf)	Water Level	Moisture Content %
				▼ During Drilling ▽ After Completion						
				DESCRIPTION						
0				TOPSOIL - 14 inches						
		SC		CLAYEY SAND, medium dense, brown, fine to medium grained, moist.	1	4 6 10	16			
		SW		SAND, medium dense, brown, fine to coarse grained, moist.	2	7 6 6	12			
5										
10										
15										
20										
25										
30										



APPENDIX C

·FIELD AND LABORATORY PROCEDURES·



FIELD PROCEDURES

The soil borings were performed using a truck-mounted drill rig. Split-barrel samples were obtained in the soil below the bottom of the augers in general accordance with the Standard Method for Penetration and Split-Barrel Sampling of Soils. Samples were collected at 2.5 feet intervals to 10 feet below grade, and every 5 feet thereafter. After recovery, the samples were removed from the split-spoon sampler, visually reviewed and classified, placed in glass jars and transported to our laboratory for additional review.

Soil samples stored for extended periods are susceptible to moisture loss and are no longer indicative of the conditions originally encountered in the soil borings. Therefore, soil samples are usually stored in our laboratory for a period of 60 days, unless instructed otherwise.

Soil boring logs were prepared based on field notes and visual classification of the samples in the laboratory. Indicated on each soil boring log is the description of each stratum observed, the approximate depth and/or elevation of each stratum change observed, Standard Penetration Test resistance values, and the observed groundwater levels. The soil boring logs are presented in Appendix B.

LABORATORY PROCEDURES

The laboratory testing program included supplementary visual classification of the samples in general accordance with the Unified Soil Classification System. The following two pages describe the soils classification procedure.



CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

For use with a Standard Hammer for SPT

Per ASTM D 2487—92

(Based on Unified Soil Classification System)

Soil Description: Consistency/Relative Density, Color, Secondary Soil Type BASIC SOIL TYPE, Supplemental Soil Type, Moisture, Miscellaneous comments. (Group Symbol)

Ex. Loose, brown, fine to medium, silty SAND, trace of gravel, moist. (SM)

Consistency/Relative Density – a measurement of in-situ consistency or density of cohesive or cohesionless soils, respectively, based upon Standard Penetration Testing blow counts (N) per ASTM D 1586.

Color – visual inspection of soil appearance.

Secondary Soil Type – adjective for the BASIC SOIL TYPE describing material making up greater than 12% but less than 50% of the primary soil type by weight. For sands this also includes a description of grain size (fine, medium or coarse).

BASIC SOIL TYPE – primary constituent of sample; material making up greater than 50% of the sample by weight. Material is classified by grain size and material properties.

Supplementary Soil Type – a description of any other material that may be mixed with the BASIC SOIL TYPE. Qualifying terms are based on the percentage of the supplementary soil type in the sample by weight.

Moisture – description of the in-situ moisture content of the sample (dry, moist or wet).

Miscellaneous Comments – anything observed in the sample or in the field that does not fit into the above categories but should be noted (odor, etc.).

CONSISTENCY/RELATIVE DENSITY				
COHESIONLESS SOILS		COHESIVE SOILS		
SPT N-VALUES	IN-SITU RELATIVE DENSITY	SPT N-VALUES	SHEAR STRENGTH (PSF)	IN-SITU CONSISTENCY
0-4	VERY LOOSE	0-2	BELOW 250	VERY SOFT
5-10	LOOSE	3-4	250 - 500	SOFT
11-30	MEDIUM DENSE	5-8	500 - 1,000	MEDIUM STIFF
31-50	DENSE	9-16	1,000 - 2,000	STIFF
>50	VERY DENSE	17-32	2,000 - 4,000	VERY STIFF
		>32	OVER 4,000	HARD

SUPPLEMENTAL TEXTURE QUALIFYING TERMS	
DESCRIPTOR	PERCENTAGE BY WEIGHT
TRACE	1-10%
LITTLE	10-20%
SOME	20-35%
AND	35-50%



SOIL CLASSIFICATION CHART (Per ASTM D2487)

Criteria for Assigning Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name	
COHESIONLESS SOILS More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 Sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel ^F	
			$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F	
		Gravels with Fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	
	Sands More than 50% of coarse fraction retained on No. 4 Sieve	Clean Sands	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^F	
		Less than 5% fines ^D	$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand ^F	
		Sands with Fines	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}	
		More than 12% fines ^D	Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}	
COHESIVE SOILS 50% or more passes the No. 200 Sieve	Silts and Clays Liquid limit less than 50	Inorganic	$PI \geq 7$ and plots on or above 'A' line ^J	CL	Lean clay ^{K,L,M}	
			$PI < 4$ or plots below 'A' line ^J	ML	Silt ^{K,L,M}	
		Organic	Liquid limit - oven dried < 0.75	OL	Organic clay ^{K,L,M,N}	
			Liquid limit - not dried < 0.75		Organic silt ^{K,L,M,O}	
	Silts and Clays Liquid limit 50 or more	Inorganic	PI plots on or above 'A' line	CH	Fat clay ^{K,L,M}	
			PI plots below 'A' line	MH	Elastic Silt ^{K,L,M}	
		Organic	Liquid limit - oven dried < 0.75	OH	Organic Clay ^{K,L,M,P}	
			Liquid limit - not dried < 0.75		Organic silt ^{K,L,M,O}	
	HIGHLY ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor			PT	Peat

A Based on the material passing the 3-in. sieve

B If field sample contained cobbles or builders, or both, add "with cobbles or boulders or both" to group name

C Gravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

D Sands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

E $Cu = D_{60}/D_{10}$ $Cc = (D_{30})^2/(D_{10} \cdot D_{60})$

F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

G If fines classify as CL-ML, use dual symbol GC-GM or SC-SM

H If fines are organic, add "with organic fines" to group name.

I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

J If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.

K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel" whichever is predominant

L If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name

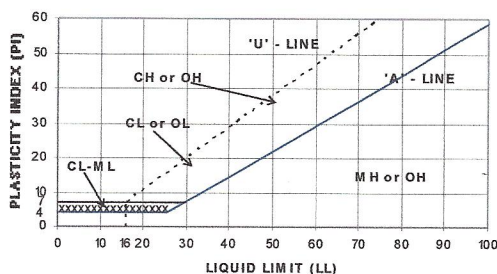
N $PI \geq 4$ and plots on or above 'A' line.

O $PI < 4$ or plots below 'A' line.

P PI plots on or above 'A' line.

Q PI plots below 'A' line.

For classification of fine-grained soils and fine-grained fraction of coarse-grained soils



SIEVE ANALYSIS

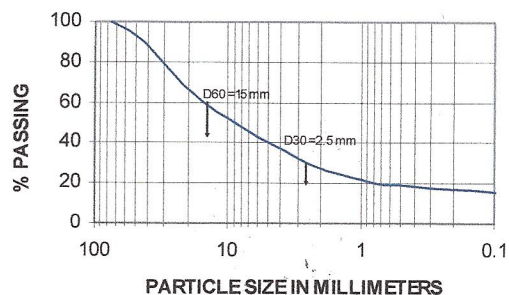




Exhibit 8- PreBid RFI's

Printed on Mon Dec 7, 2020 at 10:47 am EST

Job #: AVB-19-110 Portage Community Senior Center
203 E. Centre Avenue
Portage, Michigan 49002

RFI LOG

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
PreBid-56	Cast Stone Substitution	Closed		None	Byce, Admin (BYCE...	11/24/2020	Rebecca Horan	11/30/2020	11/24/20					
PreBid-55	Data Clarifications	Open		None	Byce, Admin (BYCE...	10/26/2020	Rebecca Horan	10/31/2020		Byce, Admin (BYCE...				
PreBid-54	Nail base insulation	Closed		None	Byce, Admin (BYCE...	10/26/2020	Rebecca Horan	10/31/2020	12/02/20					
PreBid-53	Dorma Closers- Substitution Request	Closed		None	Byce, Admin (BYCE...	10/22/2020	Rebecca Horan	10/27/2020	10/27/20					
PreBid-52	Dorma Panic Devices - Substitution Request	Closed		None	Byce, Admin (BYCE...	10/22/2020	Rebecca Horan	10/27/2020	10/27/20					
PreBid-51	Dorma Locksets- Substitution Request	Closed		None	Byce, Admin (BYCE...	10/22/2020	Rebecca Horan	10/27/2020	10/27/20					
PreBid-50	Dorma Hinges- Substitution Request	Closed		None	Byce, Admin (BYCE...	10/22/2020	Rebecca Horan	10/27/2020	10/27/20					
PreBid-49	Panel RPS Schedule	Closed		None	Byce, Admin (BYCE...	10/22/2020	Rebecca Horan	10/27/2020	10/28/20					
PreBid-48	Tarkett Sports Substitution Request	Closed		None	Byce, Admin (BYCE...	10/21/2020	Rebecca Horan	10/26/2020	10/23/20					
PreBid-47	Knotwood Substitution Request	Closed		None	Byce, Admin (BYCE...	10/21/2020	Rebecca Horan	10/26/2020	10/21/20					
PreBid-46	Flagpole Clarification	Closed		None	Byce, Admin (BYCE...	10/20/2020	Rebecca Horan	10/26/2020	10/23/20					
PreBid-45	AISC Certification	Closed		None	Byce, Admin (BYCE...	10/20/2020	Rebecca Horan	10/26/2020	10/23/20					
PreBid-44	ASI Partitions- Substitution Request	Closed		None	Byce, Admin (BYCE...	10/19/2020	Rebecca Horan	10/26/2020	10/23/20					
PreBid-43	Eden Valders Rustic Panel Substitution Request	Closed		None	Byce, Admin (BYCE...	10/16/2020	Rebecca Horan	10/21/2020	10/23/20					
PreBid-42	Eden Valders Chilton MCV/Windsor Blend Substitution Request	Closed		None	Byce, Admin (BYCE...	10/16/2020	Rebecca Horan	10/21/2020	10/23/20					
PreBid-41	New Millennium Versa-Dek Substitution Request	Closed		None	Byce, Admin (BYCE...	10/16/2020	Rebecca Horan	10/21/2020	10/23/20					
PreBid-40	Spandrel Glass Schedule	Closed		None	Byce, Admin (BYCE...	10/16/2020	Rebecca Horan	10/21/2020	10/23/20					
PreBid-39	Column Clarification	Closed		None	Byce, Admin (BYCE...	10/16/2020	Rebecca Horan	10/21/2020	10/19/20					
PreBid-38	Scranton Products- Substitution Request	Closed		None	Byce, Admin	10/16/2020	Rebecca	10/21/2020	10/16/20					



#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
					(BYCE...		Horan							
PreBid-37	Elite Equipment Substitution Request	Closed		None	Byce, Admin (BYCE...	10/15/2020	Rebecca Horan	10/20/2020	10/23/20					
PreBid-36	DynaForce Substitution Request	Closed		None	Byce, Admin (BYCE...	10/15/2020	Rebecca Horan	10/22/2020	10/23/20					
PreBid-35	Glu-lam connection details	Closed		None	Byce, Admin (BYCE...	10/15/2020	Rebecca Horan	10/20/2020	10/23/20					
PreBid-34	PT-1 Clarifications	Closed		None	Byce, Admin (BYCE...	10/15/2020	Rebecca Horan	10/20/2020	10/16/20					
PreBid-33	Pella Door- Substitution Request	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-32	Hydronic Piping	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-31	DWC-1 Clarification	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-30	Exposed MEP's	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-29	Fireplace	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-28	Concrete clarifications	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/22/20					
PreBid-27	Flagpole Height	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-26	C-3 Clarifications	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/27/20					
PreBid-25	Bath Accessory Clarifications	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-24	9/16" Sonat Grid	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-23	LegendFlex Substitution Request	Closed		None	Byce, Admin (BYCE...	10/14/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-22	Second Floor Fire Extinguishers	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-21	Door Schedule/Spec Section 081416 Clarifications	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/21/20					
PreBid-20	Additional Ceiling Clarifications	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-19	Ceiling Clarifications	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					



#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
PreBid-18	J-M-L Arch. Prod.- Substitution Request	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-17	Versico- Substitution Request	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-16	Luxyclad Substitution Request	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-15	Element Wall Panel Substitution Request	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-14	Delta-Stratus SA Substitution Request	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-13	Roofing Membrane Material	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-12	Finish and Color for MC-1	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-11	Duraflex Elite Substitution Request	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/22/2020	10/23/20					
PreBid-10	Metal Panel Colors	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-9	Air-Shield SMP Substitution Request	Closed		None	Byce, Admin (BYCE...	10/13/2020	Rebecca Horan	10/19/2020	10/16/20					
PreBid-8	Tyvek Substitution Request	Closed		None	Byce, Admin (BYCE...	10/12/2020	Rebecca Horan	10/17/2020	10/14/20					
PreBid-7	Draper Roller Shades Substitution Request	Closed		None	Byce, Admin (BYCE...	10/09/2020	Rebecca Horan	10/14/2020	10/13/20					
PreBid-6	CEI Cladlock Substitution Request Form	Closed		None	Byce, Admin (BYCE...	10/08/2020	Rebecca Horan	10/13/2020	10/13/20					
PreBid-5	Asphalt Top Course	Closed		None	Byce, Admin (BYCE...	10/08/2020	Rebecca Horan	10/12/2020	10/13/20					
PreBid-4	Fire Protection Clarifications	Closed		None	Byce, Admin (BYCE...	10/08/2020	Rebecca Horan	10/12/2020	10/13/20					
PreBid-3	Fire Department Connections	Closed		None	Byce, Admin (BYCE...	10/08/2020	Rebecca Horan	10/12/2020	10/13/20					
PreBid-2	Reflected Ceiling Plan Note 5	Closed		None	Byce, Admin (BYCE...	10/08/2020	Rebecca Horan	10/12/2020	10/13/20					
PreBid-1	Sitework/Asphalt Paving Specifications	Closed		None	Byce, Admin (BYCE...	10/08/2020	Rebecca Horan	10/14/2020	10/21/20					

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Vehicle Purchases - Cooperative Purchasing

SUPPORTING PERSONNEL: Rod Russell, Director of Public Works

ACTION RECOMMENDED: Authorize the purchase of eight vehicles as noted through the State of Michigan MiDEAL and Sourcewell Purchasing Programs at a total cost of \$278,324 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

The Council-adopted Fiscal Year 2020-2021 Equipment Fund Capital Outlay budget includes the purchase of eight vehicles:

Quantity	Vehicle/Equipment Description	Department
1	Sport Utility Vehicles	Community Development
1	Sport Utility Vehicles	Transportation & Utilities
3	Four-Wheel Drive Three-Quarter-Ton Pickup Truck	Public Works
1	Four-Wheel Drive Three-Quarter-Ton Pickup Truck	Utilities
1	Four-Wheel Drive Half Ton Truck	Parks & Recreation
1	Four-Wheel Drive Dual Tire Dump Truck	Parks Maintenance

All replacement vehicles identified can be purchased either through the State of Michigan MiDEAL or the Sourcewell Cooperative Purchasing Program at a total cost of \$278,324. The City of Portage has entered into these purchasing programs to utilize the extended purchasing agreement services, as there is a significant economic advantage realized by the city. It is anticipated that all displaced vehicles and equipment will generate an estimated auction value of \$95,000 through either Rangerbid.com or Biddergy.com, coordinated through the Purchasing Department. These funds will then be returned to the General Fund. The two Sport Utility Vehicles (SUVs) that are scheduled for replacement are Ford Escapes. They are to be replaced with new Ford Escapes that include energy conservation features such as auto shut-off. The replacement of these vehicles is part of the five-year replacement plan that the Department of Public Works implemented in order to keep city vehicles on a routine replacement schedule.

It is recommended that the City Council approve the purchase of the vehicles and equipment as noted above through the State of Michigan MiDeal or the Sourcewell Purchasing Programs in the amount of \$278,324 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

FUNDING: Funds are available in the Fiscal Year 2020-2021 Equipment Fund Capital Outlay budget.

Attachments: 1. Vehicle Purchase Bid Tabulation

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 9/9/20 (*Out of Stock Sale-OSS*) (*SEASON SPECIAL*)
(*w/TOMMY GATE*)

TO: JEREME ROWLAND, CITY OF PORTAGE
269-329-4445 (DIRECT) rowlandj@portagemi.gov

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: **MiDEAL 4WDL-0078 - (1) 2020MY FORD F-250, 4x4, REG. CAB, 142"WB, 8' Box, OXFORD WHITE/EARTH VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C, AM/FM/CDw/CLOCK/SYNC, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG. AXLE, 10,000 # GVWR, LT265/70R-17AT, TRAILER TOW PKG., TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/Htd.MIRRORS, ROOF CLR. LIGHTS, UPFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRLR. H.D. ALT., DAYTIME RUNNING LIGHTS, SKID PLATES, REAR WHEEL WELL - LINERS, H.D. SUSPw/REAR SWAY BAR, SPLASH GUARDS, SNOW PLOW PREP PKG., RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS, FACTORY RUNNING BOARDS, REVERSE SAFETY BEEPER, G2-60 1,300lb. Capacity 2-piece Aluminum**

F.O.B. DELIVERED TO PORTAGE, MI \$36,298.00
(MSRP = \$48,192.00)

Unit quoted is currently in stock and can be "delivered ASAP.

"FIRST-COME-FIRST-SERVE"

Current lead time to order is estimated at 14 – 16 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:

MUNICIPAL SAFETY LIGHT PKG. (Incl; Amber LED Roof Mount Mini Light Bar, Fr./Rr. LED Amber Flashers) .. 1,795.00
BOSS 8.5' SUPER-DUTY STEEL STRAIGHT BLADE PLOW SYSTEM w/DEFLECTOR 6,934.00
BOSS VXT-BLADE STEEL PLOW SYSTEM w/DEFLECTOR 7,762.00

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Portage.. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

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GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 9/9/20 (*Out of Stock Sale-OSS*) (*SEASON SPECIAL*)

TO: JEREME ROWLAND, CITY OF PORTAGE
269-329-4445 (DIRECT) rowlandj@portagemi.gov

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: MiDEAL 4WDL-0078 - (3) 2020MY FORD F-250, 4x4, REG. CAB, 142"WB,
8' Box, OXFORD WHITE/EARTH VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C,
AM/FM/CDw/CLOCK/SYNC, PWR. DISC BRKS w/ABS, AIR BAGS, 3.73 REG. AXLE,
10,000 # GVWR, LT265/70R-17AT, TRAILER TOW PKG., TILT/CRUISE,
H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL.,
FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/Htd.MIRRORS,
ROOF CLR. LIGHTS, UPFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRLR.
H.D. ALT., DAYTIME RUNNING LIGHTS, SKID PLATES, REAR WHEEL WELL –
LINERS, H.D. SUSPw/REAR SWAY BAR, SPLASH GUARDS, SNOW PLOW PREP PKG.,
RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS,
FACTORY RUNNING BOARDS, REVERSE SAFETY BEEPER

F.O.B. DELIVERED TO PORTAGE, MI \$31,563.00
(MSRP = \$42,9570.00)

Unit quoted is currently in stock and can be "delivered ASAP."
"FIRST-COME-FIRST-SERVE"

Current lead time to order is estimated at 14 – 16 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:

MUNICIPAL SAFETY LIGHT PKG. (Incl; Amber LED Roof Mount Mini Light Bar, Fr./Rr. LED Amber Flashers) .. 1,795.00
BOSS 8.5' SUPER-DUTY STEEL STRAIGHT BLADE PLOW SYSTEM w/DEFLECTOR 6,934.00
BOSS VXT-BLADE STEEL PLOW SYSTEM w/DEFLECTOR 7,762.00

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

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GORNO FORD
 22025 ALLEN ROAD
 WOODHAVEN, MI 48183

DATE: 9/9/20 **(F-150 Reg. Cab - 4x4)**

TO: JEREME ROWLAND, CITY OF PORTAGE
 269-329-4445 (DIRECT) (CELL) 269-217-5295 rowlandj@portagemi.gov

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
 734-671-4033 (DIRECT) jagney@gornoford.com

RE: **MiDEAL # 4WDL-0075 (1) 2021MY FORD F-150 XL REG. CAB, 4x4, 8'BOX, 141"WB, 3.3L V6, 10spd. A/T, OXFORD WHITE/SLATE VINYL, PWR. WINDOWS/LOCKS/MIRRORS, AM/FM/SYNC Bluetoothw/CLOCK, TPMS, 6,325 # GVWR, A/C, TILT CRUISE., DRL'S, FRNT/SIDE AIR BAGS, ADVANCE TRACw/ROLL STAB. CNTRL., 3.73 REG. AXLE, P265/70Rx17AT, PWR. DISC BRKS.w/ABS, TRAILER SWAY-CNTRL., CLASS IV RECVR. HITCH.w/E-BRK. CNTRLR., RUNNING BOARDS, SKID PLATES, REVERSE SENSING, REVERSE SAFETY BEEPER**

F.O.B. DELIVERED TO PORTAGE, MI \$27,825.00
(MSRP = \$38,240.00)

2021MY Production begins MID-NOVEMBER 2020.
Current lead time is estimated at 14 - 16 weeks from receipt of P.O.

RECOMMENDED OPTION:

MUNICIPAL SAFETY LIGHT PKG.	1,795.00
(Includes: Amber LED Roof-Mount Mini-Light-Bar, Fr/Rr Amber LED Flashers)	
RHINO SPRAY-IN BED LINER	649.00
ALL-WEATHER H.D. FLOOR MATS	79.00

Please review, **SELECT OPTIONS**, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

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GORNO FORD
 22025 ALLEN ROAD
 WOODHAVEN, MI 48183

DATE: 9/9/20 **(Escape "S" AWD)**

TO: JEREME ROWLAND, CITY OF PORTAGE
 269-329-4445 (DIRECT) rowlandj@portagemi.gov

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
 734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL # 4WDU-0040a (2) 2020MY FORD ESCAPE S 4x4 FWD, 1.5L I-3 EcoBoost, 8spd. A/T, OXFORD WHITE/BLACK CLOTH, AM/FM/.w/CLOCK, SYNC-BlueTooth, REVERSE CAMERA w/4.2" – SCREEN, A/C, CRUISE/TILT, ADVANCE TRAC w/ROLL STABILITY CNTRL., TPMS, MSG.CENTER, TRACTION CNTRL., PWR.WINDOWS/LOCKS/MIRRORS, REAR DEFROST, KEYLESS ENTRY (FOB), P225/65R17AS, PWR. DISC-BRKS.w/ABS, FRNT/SIDE AIR BAGS, PRIVACY GLASS, CAPLESS FUEL FILL, ALL-WEATHER FLOOR MATS, REVERSE SENSORS, *REAR VIEW CAMERA***

Current lead time is 12 - 14 weeks from receipt of Purchase Order.

Order cut-off for 2020MY is October 2nd 2020.

F.O.B. DELIVERED TO PORTAGE ., MI \$23,561.00 each
(MSRP = \$28,995.00)

RECOMMENDED OPTIONS:

"SE" – UPGRADE; Includes; Alum. Wheels, Htd. Mirrors, 10=Way Pwr. Htd. Drivers Seat, SAT Radio 2,300.00.00

Please review, sign and fax/e-mail back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

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GORNO FORD
 22025 ALLEN ROAD
 WOODHAVEN, MI 48183

DATE: 9/23/20 **(F-550 C/C - Only)**

TO: JEREME ROWLAND, CITY OF PORTAGE
 269-329-4445 (DIRECT) rowlandj@portagemi.gov

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
 734-671-4033 (DIRECT) jagney@gornoford.com

RE: **MiDEAL # 3958-0119 CONTRACT# 17118000001104**
(1) 2021MY FORD F-550 C/C XL, 4x4 DRW, REG. CAB, 145WB, 60"CA, 7.3L V-8,
10spd.A/TwO/D, DRW, OXFORD WHITE/EARTH VINYL, A/C, AM/FMw/CLOCK,
225/70x19.5ATw/SPARE, 4.88 Ltd. Slip. AXLE, 19,000# GVWR, DUAL H.D. BATT.,
XTR. H.D. ALT., TILT/CRUISE, FRNT. TOW HOOKS, REAR VIEW CAMERA KIT,
PWR. WINDOWS/LOCKS/Htd.MIRRORS, PLOW PREP PKG.,
ELEC. TRLR. BRK CTLR. DISC BRKS.w/ABS, AIR BAGS, SAFETY ROOF MARKER –
LIGHTS, BLACK FACTORY RUNNING BOARDS, TRAILER TOW PKG.,
REVERSE SAFETY BEEPER, UPFITTER SWITCHES,

F.O.B. DELIVERED TO PORTAGE, MI \$41,097.00
(MSRP = \$50,280.00)

Current Estimated delivery is 14 – 16 weeks.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

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Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO002501

City of Portage

Attn: Jereme Rowland

Phone: (269)-329-4445

October 20, 2020

Equipment Quotation

Chassis info: 2021 F-550, C/C XL, 4x4, DRW, Reg. Cab, 145" WB, 60" CA

Supply and install Stellar Shuttle Flex 36-60 Hooklift Hoist including the following:

Designed for 60" CA chassis

Will accommodate body lengths 8' – 9'; up to 10' flat bed

Dump angle: 54-degrees

Effective length 91"

Lifting/Dump capacity: up to 9,000 lbs.

Hook height: 35.63"

Min. Truck GVWR: 10,500 – 15,000 lbs.

Standard in-cab controls

Counterbalance valve to prevent cylinder movement in case of pressure loss

Mechanical rear body tie-down latches

Resettable dump/tilt tabs (alarm is optional)

Hydraulic rotary valve to prevent front tilt movement when the dump frame is raised

Permanently lubricated and greaseable bushings used throughout

Grease zerks at all pin points to allow purging of contaminants

Carbon steel and zinc plated or type 17-4 stainless steel pins used throughout

All weldments painted with two-part polyurethane enamel

Central Hydraulic system to include the following:

Hot shift PTO with overspeed protection controls for gas engine

Gear pump

10-gallon capacity frame-mounted oil reservoir filled with AW-32 hydraulic oil

2-section electric pendant control

Electric in cab switch for valve controls

Maximum hydraulic flow is 16 GPM

Install Crysteel dump body with A-frame including the following:

Body Length: 9' Body ID: 87" Body OD: 96"

Western style tubular frame, constructed of 10 gauge, 7" tall

Crossmemberless understructure

Mounted on TBEI built frame with 6" rollers at the rear to work with above listed hooklift system

1/4 Straight Integral cabshield with 9" x 35" tapered window

Front Height: 40" tall constructed of 10 ga. steel

Side Height: 12" tall constructed of 12 ga. steel

Side Style: both fold

Tailgate Height: 18" tall constructed of 10 ga. steel

Floor Material: 7 ga. steel

Double Panel Quick Drop, manual release tailgate with handle on right side

Rustproof insides of Longsills

Sandblast and paint Crysteel dump body Black in color

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO002501

Fabricate and install 3/4" steel rear hitch plate including the following:

8-ton combination hitch with 2-5/16" ball

Two (2) 3/4" D-rings for use with safety chains

7-way RV tye trailer plug wired to factory trailer wiring/brake controls

6" Channeled I.C.C. rear bumper

Miscellaneous:

Buyers poly fenders mounted over drive wheels with mild steel hardware painted Black

Mudflaps mounted behind rear drive tires

Re-mount OEM taillights outside of frame rails

Install factory supplied rear view camera kit

Rear hitch/bumper area to be painted Black in color

Above installed Price: \$26,558.00 ea.

Option #1: Supply Chipper body with A-frame to work with above chassis/hooklift including:

51" walls

24" swing-out tailgate

Primed and painted Black in color

Option #1 Price Add: \$7,330.00 ea.

Option #2: Supply Dumpster body with A-frame to work with above chassis/hooklift including:

10 yard square roll off with 36" hook and barn doors

Primed and painted black in color

Option #2 Price Add: \$5,395.00 ea.

Option #3: Install tab alarm kit on Steller mainframe

Option #3 Price Add: \$204.00 ea.

Lead time: 14-16 weeks (depending arrival of chassis)

Payment Terms: Net 30

Pricing good for: 30 days

Note: Being a gas engine you will need an override system, or the seals will blow out of the pump if pump is overrevved.

Thank you for the opportunity to quote.

Submitted by:

Chad Veenstra/Mike Bouwman

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Property Acquisition – 2005 West Milham Avenue

SUPPORTING PERSONNEL: Chris Forth, Deputy Director of Planning, Development and Neighborhood Services

ACTION RECOMMENDED: Approve the purchase of property addressed as 2005 West Milham Avenue in the amount of \$162,750 and authorize the City Manager to execute all documents on behalf of the city.

In December 2019, a request was received from the owner of 2005 West Milham Avenue, which is located near the southeast corner of Oakland Drive and West Milham Avenue, that the city considers purchasing the subject property. The property has 128 feet of frontage on West Milham Avenue, is .82 acres in size and is zoned OS-1, office service. The property is occupied by a 976-square-foot non-conforming single-family residential dwelling and a 299-square-foot detached garage. The subject property is contiguous to property currently owned by the City of Portage as shown on the attached vicinity map.

At the time of the request, the owner requested a purchase price of \$240,000 for the property. Because the subject property is adjacent to other city-owned property, the city commissioned an appraisal by Kal-Creek Commercial Appraisers. The February 2020 appraiser's report (attached) placed the value of the subject property at \$179,000. The value is based on the property's state of transition from residential (previously used as rental property) to commercial and the poor condition of the existing dwelling and accessory building. The appraiser concluded the value is in the land and not the structures as noted below:

- *"...for most of the properties with older structures in place, the land value is the largest value component and the buildings are at or near the end of their useful life and contribute little to nothing to the none of the overall property value. This makes the valuation more complex. Because the land value is the main component of value, the subject is appraised from a land value perspective with the building being a line item adjustment.*
- *"The subject property is appraised "As Is" meaning the subject property would be sold with the existing structure in place, and the buyer would additionally incur the cost to raze the structure(s.)"*

Since this property can be combined with the adjacent city-owned property, the acquisition of this property is beneficial. Acquisition would eliminate a deteriorating, nonconforming house along this important corridor. Options for future use include 1) increasing the existing open space area and/or 2) consider pedestrian/neighborhood-oriented uses that can provide supportive retail uses for the residents that live in this area together with a public space where residents may gather.

Shortly after the appraisal was completed, the coronavirus pandemic struck and consideration of acquiring this property was put on hold. The property owner again reached out to city staff in September 2020 asking if there was still interest to purchase the property. The City Administration has been able to negotiate a very favorable purchase agreement with the current owner. The terms of the agreement include the following:

1. A purchase price of \$162,750
2. A five-year land contract with a \$40,000 down payment
3. Monthly payment of \$854 with a 3.25% interest rate

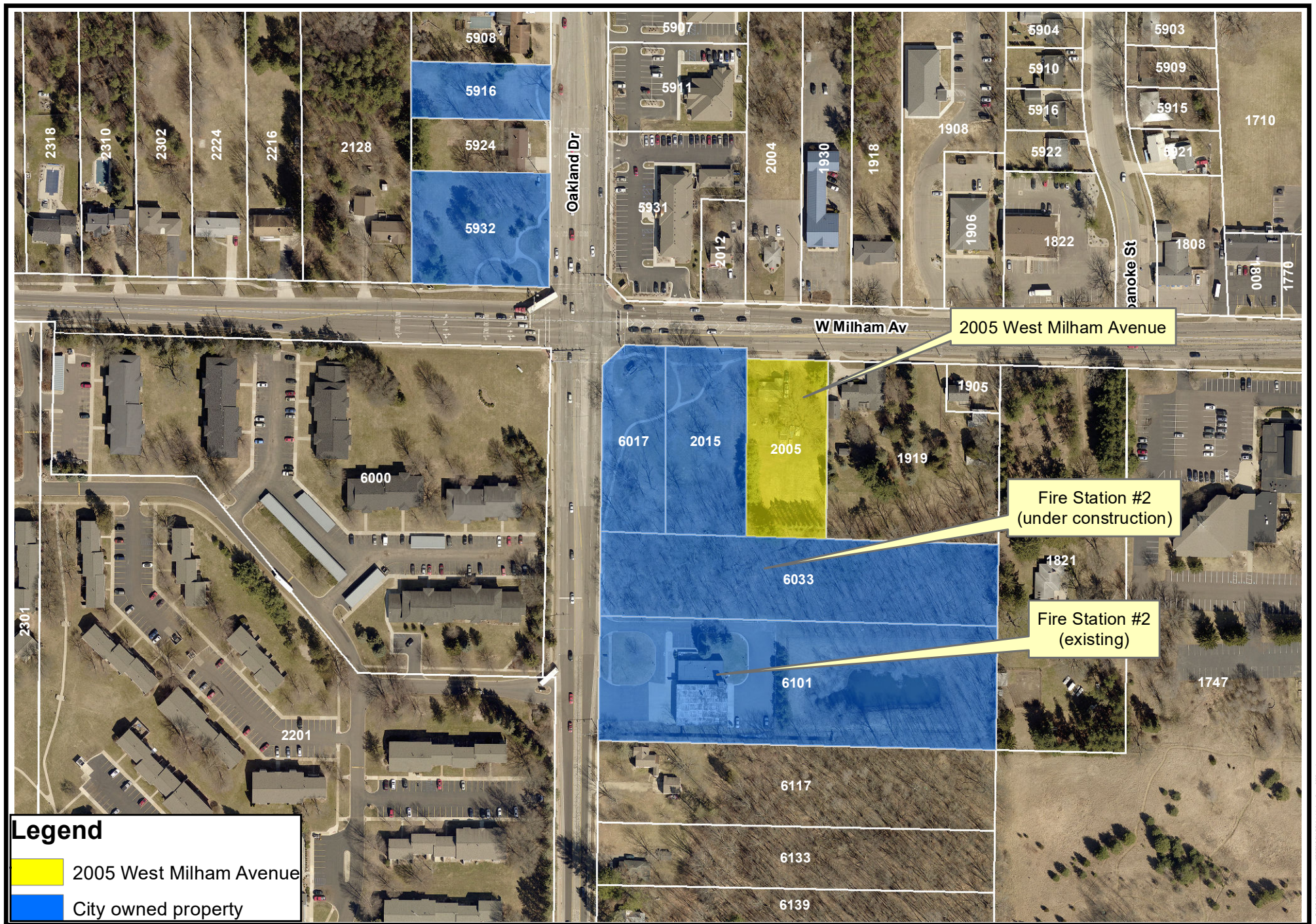
The balance can be paid off any time during the five-year land contract period without penalty. At the end of the five-year period, the balance will be paid and the land contract terminated.

It is recommended that City Council approve the purchase of property addressed as 2005 West Milham Avenue in the amount not to exceed \$162,750 and authorize the City Manager to execute all documents on behalf of the city.

FUNDING: Funding is available via the approved property acquisition component of the 2020-21 Capital Improvement Program.

Attachments:

1. Vicinity Map
2. Property appraisal - 2005 W. Milham Avenue
3. Land Contract



Kal-Creek Commercial Appraisers, L.C.

2906 Hill an Brook Drive
Portage, Michigan 49024
Phone (269) 327-1100
E-Mail: jfrancis.kalcreek@gmail.com

Appraisal Report



2005 West Milham Avenue

Portage, Michigan 49024



Transitional Property - Zoned Office/Service



Prepared By: Joel Francis, SRA, GRI



File: 020-15183

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Kal-Creek Appraisers, L.C.

◆◆◆ Transmittal Information ◆◆◆

Client / Intended User **City of Portage**
7900 South Westnedge Avenue
Portage, Michigan 49002

Attention **Chris Forth, AICP**
Interim Director
City of Portage, Department of Community Development

Subject Property **2005 West Milham Avenue**
Portage, Michigan 49024
(Single Family Residential-Office/Service Zoning-Transitional Property)

Owner(s) of Record Milonas Family Trust
5046 Merryview Drive
Portage, Michigan 49024

Client Instructions

- *Appraise* The subject property identified above
- *Type of value* Market value
- *Property rights* Fee Simple
- *Report Type* Appraisal Report - Narrative
- *Intended use* To provide my opinion of value of the subject property to assist the client(s) with the possible purchase of the subject property.

Opinion of Value

- *Basis* Analysis of market data available when the report was prepared.
- *Property tour date* January 30, 2020
- *Effective date* January 30, 2020
- *Exposure time* Up to 2 years
- *Property Status* "As Is" on the effective date of the appraisal
- *Report signed* February 13, 2020 (date of report)
- *Value Conclusion* **\$179,000** (One hundred seventy nine thousand dollars)

Appraiser

Joel Francis, SRA, GRI
Certified General Appraiser, State of Michigan

Advocacy

It is unethical for me to be an advocate for anyone's value preferences, including the client. For market value appraisals. *I can only be an advocate for the defined value type, which in this case is*
Market Value

3-Year Appraisal History Disclosure

- I have not previously appraised the subject property.
- I have no relationship with, or interest in the subject property, and never have.

Transmittal Information Continued on Next Page.....

Instructions

- This appraisal report contains 62-pages which are all numbered and must remain attached as a single document for the value opinion to be valid
- The reader is encouraged to review the entire appraisal report, particularly the:
 - Assumptions and Limitations of the Appraisal
 - Extraordinary Assumptions and Hypothetical Conditions
 - Scope of Work.
- It is expected that the client will read the entire report and inform me of possible errors so that these can be corrected, if warranted.

Appraisal - Narrative Report Format

- The report may include abbreviated discussions of the data, reasoning, and analysis used in the appraisal process.
- Supporting documentation is retained in the Kal-Creek office files.
- Information in this report is specific to the needs of the client and for the stated intended use.
- I am not responsible for unauthorized use of this report.

Market Value - Defined

The most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

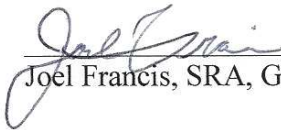
- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].)

Certification

I Certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser, or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
14. In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909. (517)241-9201. The certification number for Joel Francis is 1201000573. The expiration date is July 31, 2021


Joel Francis, SRA, GRI

Assumptions and Limiting Conditions

- This appraisal is solely for property valuation, and I am not qualified to go beyond that narrow scope.
- The accuracy of the information and analysis in this appraisal is limited.
- It is important to read this entire section to understand the limitations.
- The appraisal is not to be relied upon by any third party for any purpose, whatsoever, without my express written consent.
- Any losses and/or damages resulting from this appraisal are limited to the amount of the appraisal fee; and then only if the fee has been paid in full to the appraiser.

1.) Appraisal is not a survey. Assumptions:

- Legal description is correct.
- Use of the land and improvements is within the property boundaries and no encroachment or trespass exists unless noted.
- Maps, plats and drawings are reliable. Exhibits are visual aids for matters discussed in the report and are not guaranteed to be correct. A surveyor should be consulted for property boundaries, setbacks, encroachments, or other survey matters.

2.) Appraisal is not a legal opinion. Assumptions:

- Title is good and marketable. Responsibility is not assumed for legal matters that affect title to the property nor is an opinion of title given. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments.
- Full compliance with federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for the appraisal.
- Applicable zoning, use regulations and restrictions have been complied with, unless non-conformity has been stated, defined and considered in the appraisal report. Information and analysis shown in this report concerning these items is based on a rudimentary investigation. Questions, concerns and verifications should be addressed to local zoning officials, land use officials or an attorney.

3.) Appraisal is not an engineering or property inspection report

- The appraisal is not a report on the physical items, although the report may include general physical descriptions. The information is for the property valuation and not a complete or detailed physical report. I am not a construction, engineering, environmental, or legal expert, and any statements on these matters should be considered preliminary in nature.
- The description of the condition of the physical items is based on a casual inspection only. For example, I am not an expert on heating systems and no attempt was made to inspect the interior of the furnace. The structure(s) was not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless stated.
- Conditions behind walls, above ceilings, behind locked doors, blocked from view, or under ground are not exposed to casual view and were not inspected. Insulation materials are seldom exposed and are assumed to conform with the subject's market segment unless otherwise stated.

- It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions, or for the engineering to discover these factors.
- Building ages are estimated and based on circumstantial evidence such as: architectural plans, a conversation with those familiar with the history of the property such as the property owner(s) or on-site personnel, or are sometimes available from property assessment records.
- No guarantee is made for the adequacy of the foundation, roof, exterior walls, interior walls, floors, mechanical systems or any other component of the subject improvements.
- Appraisals subject to satisfactory completion, repairs, or alterations, are contingent upon completion of the improvements in a workmanlike manner, and in conformance with the information provided to the appraiser. Well and septic systems, private or public utilities (if any), are assumed to be in good working condition, and of sufficient size and capacity.

4.) Appraisal is not an environmental audit

I am not an environmental expert, and do not have the expertise necessary to determine the existence of environmental hazards such as urea-formaldehyde foam insulation, toxic waste, lead based paint, asbestos, hazardous building materials, or any other environmental hazards on the subject property or surrounding properties. If I am aware of any adverse environmental conditions, they are discussed. Non-disclosure is not an indication that problems do not exist. Consult an environmental expert if there are concerns.

5.) Appraisal is made under conditions of uncertainty with limited data

- Appraisals are performed with limited data. Data limitations result from areas of expertise that are beyond the scope of the appraisal profession, certain components of the subject property are not accessible, and the inherent limitations of relying on information provided by others.
- The appraisal fee for this assignment did not contain unlimited funds for investigation. The appraiser has concentrated the investigation in areas pertinent to the appraisal problem. It is probable the appraiser does not have all information relevant to the subject property.
- Information provided by other sources such as governmental agencies, financial institutions, accountants, attorneys, and others is assumed to be true, correct and reliable. I assume no responsibility for the accuracy of such information.
- The comparable sales data is assumed to be from reliable sources. It is not possible to inspect each comparable in detail.
- Values in the appraisal report are projections based on analysis as of the effective date of the appraisal. These values may not be valid in other time periods or as conditions change. The appraiser takes no responsibility for events, conditions, or circumstances affecting the property's market value that take place after the effective date of value contained in this report, or the date of the field inspection.
- No responsibility is assumed for incorrect analysis as a result of incorrect or incomplete information. If new information is provided after the completion of the appraisal, the value given in this report is subject to change without notice.
- Opinions and estimates in the appraisal are the appraiser's best judgment, but should not be taken as advice or recommendation to act. Actions should be based on your own judgment; and the decision process should consider many factors other than the value estimate and information given in this report.

- I assume that the property owner(s) or their representatives have represented the property accurately and completely, and have not withheld important information. This includes information regarding permits from appropriate governing authorities for any alterations or additions to the property.

6.) Appraisal report limitations

- Appraisal reports are addressed to the specific needs of the client. The report does not contain all of the information available concerning the subject property or the real estate market. No significant factors have been knowingly withheld. It is possible that information is not included which may be important to others but, in my opinion, is not applicable to this specific assignment.
- No consideration is given to personal property, or the cost of moving or relocating personal property, unless specifically stated.
- Unless stated in this report, the subject property is appraised without a specific compliance survey to determine conformance to the requirements of the Americans with Disabilities Act (ADA). Architectural and communications barriers that restrict access by disabled individuals may adversely affect the property's value, or marketability.
- I am not qualified to determine flood hazard area. Flood hazard information is from FEMA flood hazard maps.

7.) Appraisal restrictions

- This appraisal is prepared at the request of, and for the exclusive use of the stated client. No third party has the right to use or rely upon this appraisal for any purpose.
- I am not required to give testimony or appear in court or pretrial conference or is my appearance required by subpoena with reference to the subject property, unless sufficient notice is given to allow for adequate preparation. Also, additional fees are to be paid by the client at our regular fees/rates for preparation and appearances.
- This report is made for the information and/or guidance of the client. The possession of this report, or a copy of the report, does not carry with it the right of publication. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without written consent and approval by the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member, be identified without the written consent of the appraiser.
- The client is advised not to give copies of the appraisal report to others. Legal advice should be obtained on potential liability issues before this is done. Anyone distributing incomplete or altered copies of the appraisal report (including all attachments) does so at their own risk and assumes complete liability for any harm caused.
- Values and conclusions are valid only when making a summation. They are not to be used independently for any purpose, and are invalid if so used. The allocation of the total value in this report between land and improvements applies only under the reported highest and best use.
- No change of any item in the appraisal report shall be made by anyone other than me. I am not responsible for any unauthorized change(s).

Scope of Work

- The scope of this assignment is specific to the needs of the ***City of Portage, the only client and intended user***. All other parties that choose to rely on the appraisal report do so at their own risk and should recognize that the assignment results were not developed or reported in a manner consistent with the needs or uses of parties other than the client.
- The property tour was performed within the context of the intended use and the intended user. The appraiser's viewing of the property is for valuation purposes only and is strictly for the following ***intended use: to provide my opinion of value of the subject property to assist with the possible purchase of the property***.
- I personally toured:
 - Interior and exterior of the subject house, detached garage and shed.
 - Subject site.
 - Surrounding area
- The gross living area and other useful size estimates are based on actual measurements of the subject structures
- Reviewed public records and/or conferred with public officials/employees concerning subject property information. Examples include assessors, treasurers and zoning data.
- Comparable sales data sources typically include: Kal-Creek office files; assessor's records; Multiple Listing Service (MLS); REALTORS; appraisers; and the comparable sales were viewed from the public road.
- The scope of work ***does not*** include:
 - Any attempt at discovery (or reporting) of potentially adverse neighborhood influences such as, but not limited to: nearby criminal activity, registered sex offenders, or interim rehabilitative facilities for felonious offenders.
 - A detailed analysis of every characteristic of the subject property's site and improvements relative to current zoning and building ordinances. Statements regarding zoning compliance are intended in the most general sense.
 - An environmental assessment of the subject property and should not be relied on as such.
 - An assessment of many site related issues. While no adverse site conditions were observed, many site related issues are beyond the scope of this assignment and the expertise of the appraiser. A current boundary survey was not available which may reveal encroachments, easements, zoning violations, or other matters that could warrant modification of the appraiser's analysis and opinions.
 - A complete or detailed physical report. I am not a construction, engineering, environmental, or legal expert. Any statements on these matters should be considered preliminary in nature.
- Replacement cost figures used in the cost approach (if included in the appraisal) are for valuation purposes only. No one should rely on these figures for insurance purposes. The definition of market value included in this report is not a definition of insurable value, and must not be interchanged. Actual reconstruction costs can easily exceed the replacement cost figures used in this appraisal.
- Appraisals are performed with limited data. There are areas of expertise that are beyond the scope of the appraisal profession; and there are inherent limitations by relying on information provided by others.
- The appraisal fee for this assignment does not contain unlimited funds for investigation. The investigation has been concentrated in areas pertinent to the appraisal problem. It is probable that I do not have all information relevant to the subject property. It is not

reasonable or possible to deal with every aspect of the subject property or comparable properties in detail.

- My opinion of value is for a specific point in time, the effective date of appraisal only. This value may not be valid in other time periods because of changing market conditions.
- **Additional Scope of Work items may be presented in other parts of this appraisal report.**

Personal Property / Non-Realty Items

No personal property or non-realty items are included in this appraisal.

Extraordinary Assumptions / Hypothetical Conditions

Hypothetical Conditions

None

Extraordinary Assumptions

As with any property, a home inspection is suggested. This is especially important for mid-aged and older structures. I maintain the option to change the appraisal based on a professional home inspection that includes costs to cure any deficiencies.

Comments

The use of hypothetical conditions and/or extraordinary assumptions may affect the assignment results. I maintain the option to change the appraisal should the assumptions be incorrect.

3-Year Subject Property History

Recent Sales

According to the Multiple Listing Service and assessor's records, none have occurred.

Pending Sales / Purchase Options

- The City of Portage is exploring purchasing the subject property. It is my understanding that no pricing or related terms have yet been established.
- I have not been informed of any purchase options.

Recent Listing History

The subject property is "For Sale By Owner".

Assessor's Record

Parcel Number - 00008-020-A | City of Portage | BS&A Online

Page 1 of 2

2005 W MILHAM AVE PORTAGE, MI 49024 (Property Address)
 Parcel Number: 00008-020-A

Property Owner: MILONAS FAMILY TRUST
Summary Information
 > Residential Building Summary
 - Year Built: 1940 - Full Baths: 1
 - Half Baths: 0 - Sq. Feet: 958
 - Acres: 0.820
 > Assessed Value: \$95,400 | Taxable Value: \$40,470
 > Property Tax information found
 > 3 Building Department records found

Item 1 of 1 0 Images / 1 Sketch

Owner and Taxpayer Information

Owner	MILONAS FAMILY TRUST 5046 MERRYVIEW DR PORTAGE, MI 49024	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

General Information for Tax Year 2019

Property Class	401 RESIDENTIAL IMPROVED	Unit	10 CITY OF PORTAGE
School District	PORTAGE	Assessed Value	\$95,400
SECTION	Not Available	Taxable Value	\$40,470
BOOK	Not Available	State Equalized Value	\$95,400
PROPERTY TYPE	Not Available	Date of Last Name Change	10/23/2017
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 11/25/1994

Principal Residence Exemption	June 1st	Final
2020	0.0000 %	-
2019	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2018	\$94,000	\$94,000	\$39,522
2017	\$93,500	\$93,500	\$38,710
2016	\$92,800	\$92,800	\$38,365

Land Information

Zoning Code	OS-1	Total Acres	0.820
Land Value	\$142,800	Land Improvements	Not Available
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	NW RESIDENTIAL GRP 4	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	128.00 ft	280.00 ft
Total Frontage: 128.00 ft		Average Depth: 280.00 ft

Legal Description

SEC.8 T3S R11W W 128 FT OF E 396 FT OF N 330 FT OF NW1/4 NE1/4 EXC N 50 FT THEREOF

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
09/05/2017	\$0.00	WD	MILONAS, GEORGE & P	MILONAS FAMILY TRUST	INVALID SALE	2017-036695
04/30/1999	\$122,500.00	WD	SNYDER, JOSEPHINE L	MILONAS, GEORGE & P	ARMS LENGTH	1999-26957
12/01/1994	\$0.00	LC			SELLER FINANCED	1767-0189

Building Information - 958 sq ft RANCH (Residential)

General

Floor Area	958 sq ft	Estimated TCV	Not Available
Garage Area	288 sq ft	Basement Area	479 sq ft
Foundation Size	958 sq ft		
Year Built	1940	Year Remodeled	Not Available
Occupancy	Single Family	Class	CD
Effective Age	32 yrs	Tri-Level	Not Available
Percent Complete	0%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	Not Available	Water	Not Available
1st Floor Rooms	Not Available	Sewer	Not Available
2nd Floor Rooms	Not Available	Style	RANCH
Bedrooms	Not Available		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Basement	Siding	479 sq ft	1 Story
1 Story	Crawl Space	Siding	479 sq ft	1 Story

Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

Plumbing Information

3 Fixture Bath	1	Ceramic Tile Wainscoat	1
-----------------------	---	-------------------------------	---

Garage Information

Area	288 sq ft	Exterior	Siding
Foundation	18 Inch	Common Wall	Detached
Year Built	1940	Finished	No
Auto Doors	0	Mech Doors	1

Porch Information

CPP	15 sq ft	Foundation	Standard
CPP	16 sq ft	Foundation	Standard

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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Location Observations and Descriptions

Subject's Location

Municipality	City of Portage, Kalamazoo County, Michigan
Classification	Suburban
Public School District	Portage

Population Statistics

Population trends have been favorable for this region in general for at least the past several years.

- **City of Portage** (The subject property is located in here)
 - 44,897 (2000 Census)
Change: **+3.11%**
 - 46,292 (2010 Census)
Change: **+6.32%**
 - 49,216 (2018 Census, estimate)
- **City of Kalamazoo** (Located immediately north of City of Portage)
 - 76,145 (2000 Census)
Change: **-2.47%**
 - 74,262 (2010 Census)
Change: **+3.07%**
 - 76,545 (2018 Census, estimate)
- **Kalamazoo County**
 - 238,603 (2000 Census)
Change: **+4.92%**
 - 250,331 (2010 Census)
Change: **+5.81%**
 - 264,870 (2018 Census, Estimate)

Major Highways

- **US-131**
 - Access - 1.5 miles northwest
 - North-south highway running from the Michigan-Indiana border to the south; and continuing north a couple of hundred of miles
 - Runs along the east side of the City of Portage
 - Varies from
 - 2-lane full access highway
 - 4-lane divided full access highway
 - 4-lane divided limited access highway
- **Interstate 94**
 - Access - 0.5 mile north
 - Generally east-west highway
 - Crosses multiple states
 - Limited access highway
 - Runs along the north side of the City of Portage
 - Provides direct access to Chicago and Detroit

Other

Interstate 69 and Interstate 80 are within an approximately 45-minute commute times

Economic Constants

This part of Michigan has had overall stable real estate market and economic conditions for several years. This is due in part to:

- Diverse economic base
- Strategic location nearly equi-distance between Detroit and Chicago
- Close proximity to Interstate and state highways
- Western Michigan University is located in Kalamazoo (approx. 21,500 students).

Property Value Trends

- Beginning in approximately 2007-2008 real estate values generally declined, in many cases dramatically. This continued until approximately late 2012.
- Beginning in approximately early 2013, real estate market conditions generally stabilized. Many market segments have appreciated since this time period, particularly since early 2017.

Land Uses in Nearby area

- Land use is a mix of single family residential, public facilities, apartments, commercial, service and office.
- Located immediately to the south is a City of Portage Fire Station. A new building is being constructed.

Street Description

Subject fronts on West Milham Avenue:

- 4-lane paved road plus center turn lane
- One of the primary east-west traffic corridors for the Portage area.
- Intersects several major north-south roads
- 2018 Kalamazoo County Road Commission Average Daily Traffic (ADT) count study taken a short distance east of the subject property was 20,141.

Area Improvements

- **Public Utilities:** water, sewer, natural gas (available, subject not connected), electricity lines
- **Other:** paved roads (public), sidewalks, concrete curbs & gutters, storm sewers and street lighting.

Environmental Concerns and Adverse Conditions

- Per city records, the subject property was built in 1940. At that time, lead based paints and asbestos were in use.
- An actively used fuel oil tank is located in the basement.
- Radon has been detected at properties in the region.
- **Note:** I am not an environmental expert. Concerns should be directed to an environmental auditing firm.

Assessed Value / Taxes / Taxable Value / Special Assessments
--

<i>Assessor's Parcel #</i>	3910-00008-020-A
<i>Assessed Value - 2019</i>	\$95,400
<i>Taxable Value - 2019</i>	\$40,470
<i>Special Assessments</i>	None known (should be confirmed with City of Portage)
<i>Assessor's Market Value</i>	\$190,800 (Theoretically, the assessed value is 50% of market value)

Taxes

- | | |
|----------------|-------------------|
| • Winter 2019 | \$ 166.83 |
| • Summer 2019 | <u>\$2,315.42</u> |
| • 1-Year Total | \$2,482.25 |

Assessed Value History

- | | |
|--------|---------------|
| • 2019 | \$95,400 |
| Change | +1.49% |
| • 2018 | \$94,000 |
| Change | +0.05% |
| • 2017 | \$93,500 |
| Change | +0.08% |
| • 2016 | \$92,800 |

Comments

- The subject property is currently taxed as ***not*** having the Homestead Exemption.
- When the subject property sells, it is possible that the taxes will change because the taxable value is uncapped. And if the property qualifies for the Homestead Exemption, the taxes could change quite significantly because the tax rate is much lower.
- ***Based on the market indicated value of \$179,000, the subject property is currently 7% over-assessed.***

FEMA Flood Hazard Status

- | | |
|-------------------------------|----------------|
| • <i>Flood Hazard</i> | No |
| • <i>FEMA Map Zone</i> | "X" |
| • <i>Map #</i> | 26077 C 0301 D |
| • <i>Map Date</i> | 2-17-10 |

Comments

- I am not qualified to identify flood hazard areas. If there are concerns, a surveyor and/or FEMA should be consulted.
- Information is per FEMA

Zoning

Designation	“OS-1” Office Service
Conformance	Assumed to be in conformance
Zoning Change	Unlikely in near future

Comment

The scope of this assignment does not include a detailed analysis of every characteristic of the subject property’s site and/or improvements relative to current zoning and building ordinances.

Subject Site - Highlights

A professional property boundary survey is always suggested. I maintain the option to change the appraisal based on a professional property boundary survey or other reliable source indicating that the site size is different than estimated below.

Dimensions	128' x 280' (net of public road right-of-way of 50 feet)
Site Size	35,840 square feet, also expressed as 0.82 acre (net)
Shape	Rectangular
Topography	Primarily level
View	Common for suburban main road locations
Corner	No
Site Utility	Adequately suited for the current use
Landscaping	Minimal
Driveway	Snow covered - assumed to be paved
Other	Part of the rear yard is fenced in with a mix of chain-link and privacy fencing

Subject House - Highlights

Note

This is not intended to be a detailed description - and is not a house inspection. I maintain the option to change the appraisal based on findings of a house inspection, if performed, and the estimated costs to cure provided by the inspector. House inspections are always recommended.

Design Classification / Above Grade Levels

Ranch / 1-story

Gross Living Area (GLA)

976 square feet (above grade)

Rooms (Above Grade)

Bedrooms	3 (assumed)
Baths	1 full, 0 half

Foundation / Basement

<i>Partial Basement</i>	976 square feet
<i>Crawl Space</i>	295 square feet
<i>Foundation Walls</i>	concrete block
<i>Basement Finish</i>	Minimal - no market value

Exterior Finishes

<i>Walls</i>	Aluminum siding
<i>Roofing</i>	Composition shingles

Interior Finishes (above grade)

<i>Floors</i>	Vinyl
<i>Walls</i>	Drywall, plaster
<i>Ceilings</i>	Drywall, plaster, acoustical tile

Miscellaneous

<i>Year Built / Age</i>	1940 / 80+- years
<i>Condition</i>	Overall - Fair
<i>Quality</i>	Fair
<i>Construction Type</i>	Wood frame - assumed (concealed)
<i>Heat / Air</i>	Forced air (oil fired) / Central air

Other Features

- Low cost shower in basement (no market value)

Functional Issues

- Typical of mid-aged and older houses, the floorplan, finishes, components and decor do not fully conform to current preferences by participants in this market segment.
- Older dated kitchen

Improvements in Past Several Years

- Electrical circuit breaker much newer than house (labeled 100 amp.)
- Replacement windows (except for picture window)
- Overhead garage door

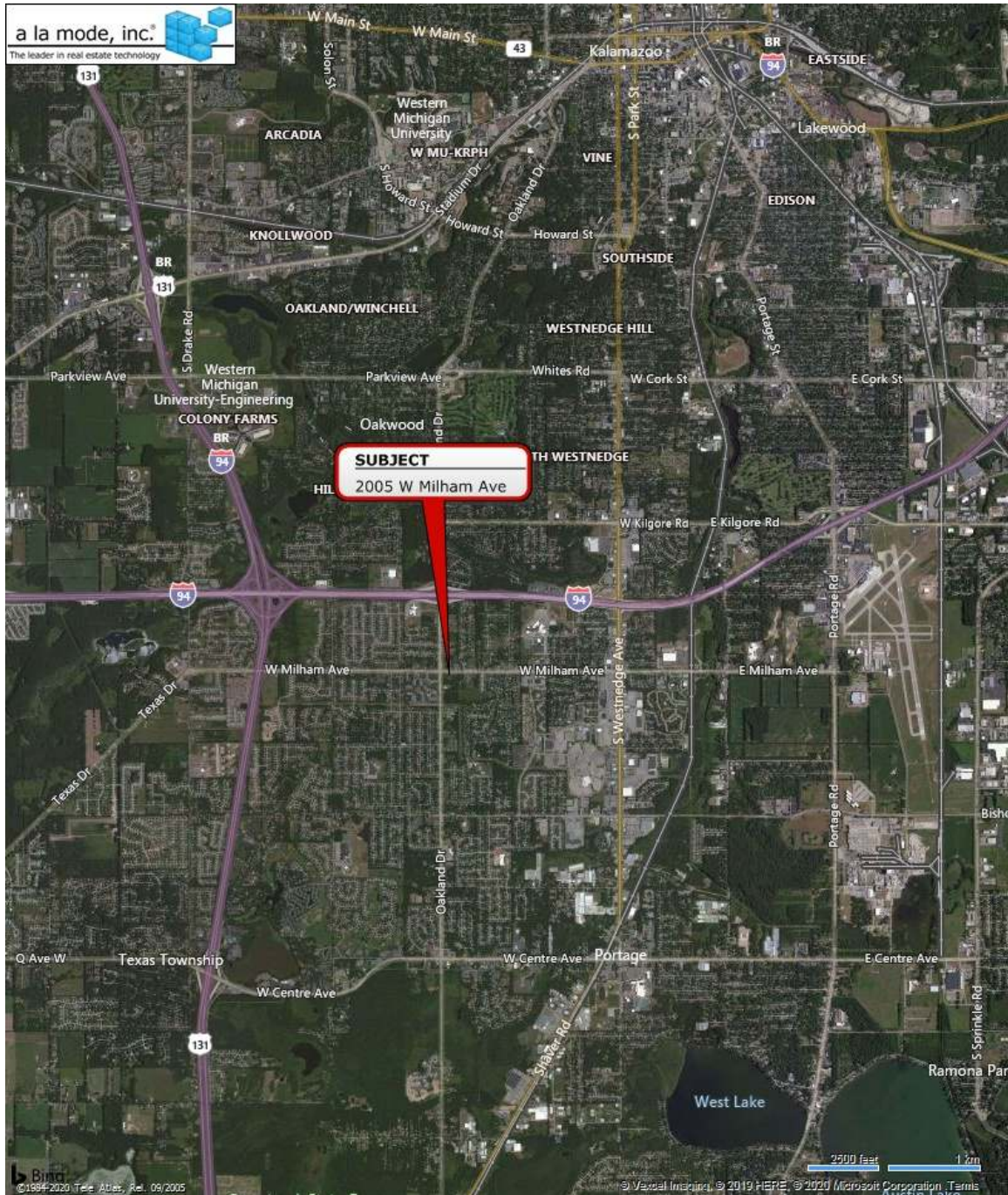
Physical Concerns Observed (based on surface only viewing)

- Evidence of possible mold in basement
- A few areas of vinyl flooring damaged
- Damaged walls in bathroom tub/shower area
- Some interior walls and ceilings need painting
- Several areas of exterior siding and foundation covered with mild-mildew
- Both the house and garage roofs are heavily covered with moss
- Some areas of damaged exterior trim needing repairs and/or painting
- Front entry door needs painting
- A tree stump and root butts tightly with the foundation on the west side of the house. This should be removed before it causes foundation damage and/or water leakage.
- Broken basement window

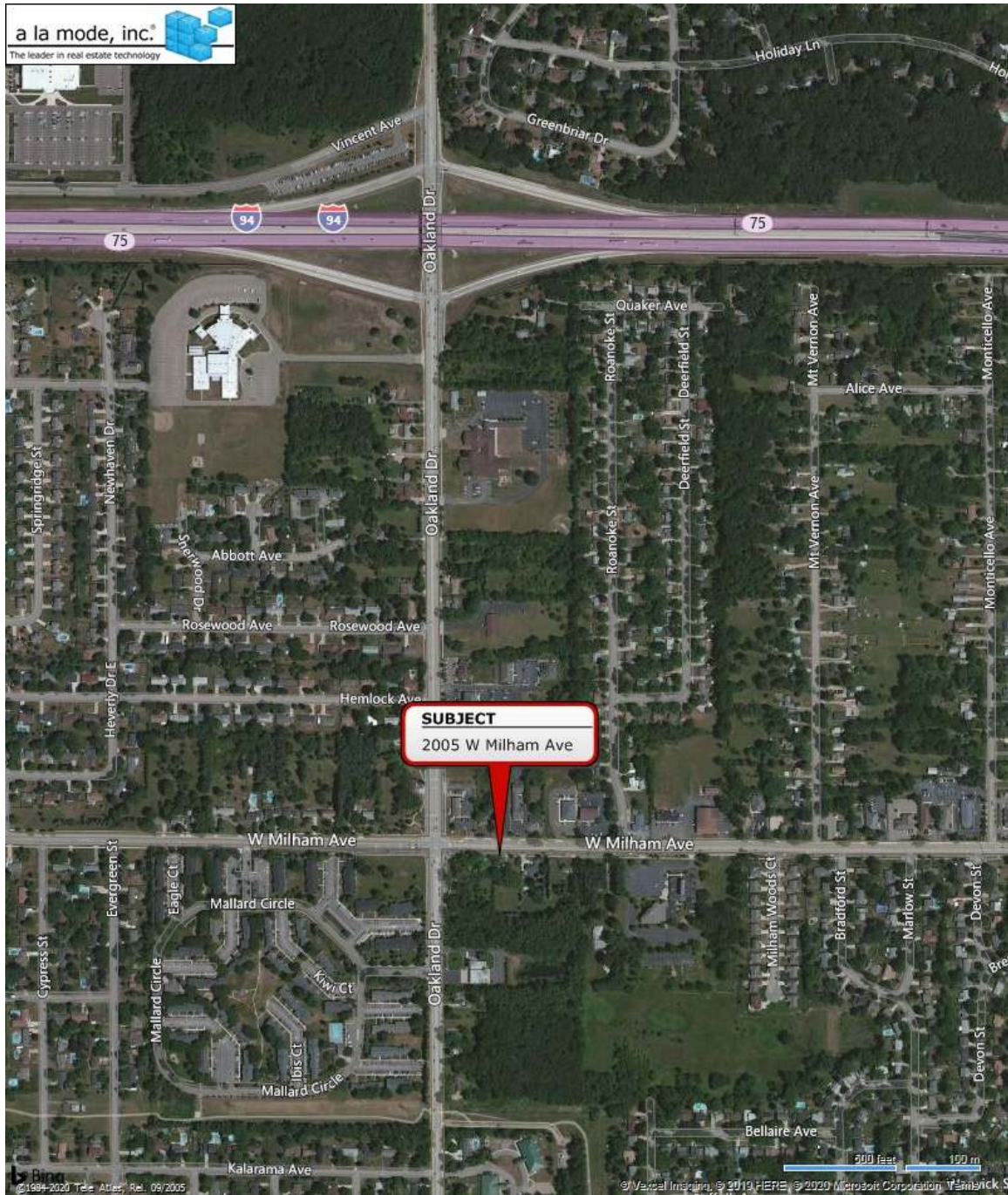
Garage

<i>Size</i>	299 square feet
<i>Type</i>	Detached
<i>Capacity</i>	(1) automobile
<i>Doors</i>	(1) overhead
<i>Floor</i>	Concrete
<i>Interior</i>	Unfinished

Regional Map



Area Aerial Map



Sectional Aerial Map



Street & Area Photos



West Milham Avenue - Looking East



Area - Looking West - City Corner Lot



West Milham Avenue - Looking West



Area - Looking Northeast



Public Sidewalk - Snow covered



Area - Looking South - New Fire Station

Subject Property - Outside



Driveway



East Side



Front & East Side



Mold/Mildew on Foundation



Front Entry Door Needs Painting



West Side



Front Entry Door Needs Painting



Air Conditioning/Mold-Mildew on Siding



Tree Stump by Foundation



Rear



Broken Basement Window



Rear



Deteriorating Window Chaulk



Rear Entry



Deteriorating Window Chaulk



Deteriorating Door Surrounding



Garage - Rear & West Side



Garage Interior



Garage - Front & East Side



Garage Interior



Garage - Heavy Moss on Roof Shingles



Garage Interior



Garage - Former Window (patch)



Shed - Possible Mold/Mildew



Yard Shed



Backyard - Front Part



Shed Interior



Backyard - Front Part



Shed Interior



Backyard - Rear Part



Shed Interior

House Interior - 1st Floor



Kitchen



Living Room



Kitchen



Living Room



Kitchen



Living Room



Laundry Closet (no doors)



Bedroom #1



Bedroom #1



Bedroom #2



Bedroom #1 - Painting Needed



Bedroom #2 - Flooring Damage



Hall



Bedroom #2



Hall



Bath



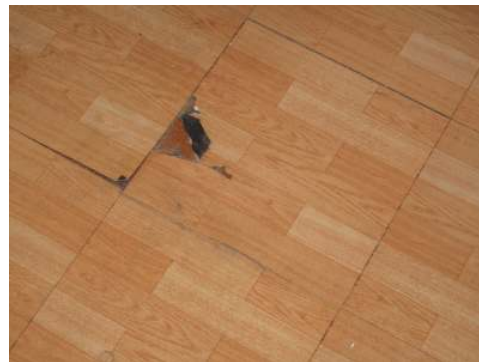
Bath - Wall Damage



Bedroom #3 - Flooring Damage



Bath Sink



Bedroom #3 - Flooring Damage



Bath Toilet



Bedroom #3 - Wall Needs Painting



Bedroom #3

Basement



Basement Stairs



Basement Room



Various Views



Water Heater



Oil Tank



Shower / Laundry Sink



Basement Room



Electrical Circuit Breaker



Closet



Crawl Space



Various Views



Crawl Space



Possibly Mold/Mildew



Crawl Space

Highest and Best Use & Related Issues

Current Use of Subject Property

The subject is currently vacant. It is my understanding that it was most recently used as a tenant-occupied single family residence.

"As Vacant"

- While it may technically accommodate a new office/service structure, the subject site not very wide.
- The highest and best use is to assemble this property with an adjacent property or properties to create a more reasonable development site.

"As Improved"

The subject house is near or at the end of its economic life. It is quite common for houses like the subject to be razed to create a building site even if the existing structure has some remaining economic value. However, at times these transitional structures are used for a shorter period of time or possibly longer.

Comments

The "transitional" status of a property presents some unique factors such as:

- The house may be razed to create a vacant site for a new structure
- The building on site may be used for an interim period until the owner is ready to redevelop the site.
- Sometimes the older structure is left in place for a long period of time.

This is the somewhat inconsistent pattern for this unique market segment.

Also, for most of the properties with older structures in place, the land value is the largest value component and the buildings are at or near the end of their useful life and contribute little to nothing to the none of the overall property value. This makes the valuation more complex. Because the land value is the main component of value, the subject is appraised from a land value perspective with the building being a line item adjustment.

The subject property is appraised "As Is" meaning the subject property would be sold with the existing structure in place, and the buyer would additionally incur the cost to raze the structure(s)

Sales Comparison Analysis

- The sales comparison approach is the analysis of comparable property sales situated in the same or similar competitive market areas.
- The subject property is located on a main road and is best classified as a "transitional property". The initial comparable sale search was limited to properties that front on West Milham Avenue between South Westnedge Avenue and Oakland Drive. And then the search was expanded to include Centre Avenue which is a reasonably similar location.
- I personally viewed all comparable sales from the road.
- Sellers concessions are rarely used in this market segment.
- Foreclosure and distressed sale activity is minimal in this market segment.
- The most useful unit of measurement for comparing the comparable sales to the subject is the "Price per Square Foot of Site Size".

Comparable 1



824 West Milham Avenue
City of Portage, Kalamazoo County

<i>Price Per Square Foot of Site Size</i>	\$13.73
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<i>Price</i>	\$215,010
<i>Terms</i>	Conventional mortgage
<i>Closed</i>	6-27-19
<i>Market Exposure Time</i>	◆ 82 days for most recent listing ◆ Also on market since 2-10-16 for an additional 1.9 years (707 days)
<i>List Price</i>	Initial: \$380,000. Final: \$229,900 (includes current & past listings)
<i>3-Year Sales History</i>	None known
<i>Multiple Listing Service #</i>	19010503 (plus several past listings)
<i>Assessor's Parcel #</i>	3910-09058-005-A

Site

<i>Dimensions</i>	104.4' x 150' (per City of Portage)
<i>Size</i>	15,660 square feet , also expressed as 0.36 acre
<i>Zoning</i>	"OS-1" Office - Service
<i>Corner</i>	Yes, northeast corner of W. Milham Ave. and Oregon Ave.

Building (conversion from single family residence)

<i>Gross Living Area</i>	1,780 square feet (above grade)
<i>Levels</i>	1.5-story
<i>Bedrooms (above grade)</i>	2
<i>Baths (above grade)</i>	1 full, 0 half
<i>Basement</i>	480 square feet
<i>Basement Finish</i>	None known
<i>Year Built / Age</i>	1930 / 89 years (addition added later & property remodeled 2014)
<i>Heat / Air Conditioning</i>	Forced air / Central air

Other Features and Comments

- Garage: none known
- Other features: paved parking - 15-20 spaces, privacy fencing
- ADT
 - 15,892 (2017) taken 4 blocks east
 - 17,809 (2016) taken 1 block west
- Originally built as a single family residence, later converted to office/commercial

- Assessor market value at time of sale \$147,600. Based on the sales price, the property was 31% under-assessed.
- This property last previously sold 10-1-09 for \$285,000. This indicates a total decline of 25% based on the current sales price of \$215,010.
- Building can be from 1 to 3 units
- Currently occupied by a beauty salon and an alteration service.
- This is a transitional property.
- Per the sectional map, the property owner does not own adjacent properties.

Comparable 1 - Aerial Sectional Map



Comparable 2



406 East Centre Avenue
City of Portage, Kalamazoo County

Price Per Square Foot of Site Size	\$10.17
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<i>Price</i>	\$114,000 (\$118,000 less seller concessions of \$4,000)
<i>Terms</i>	Conventional mortgage
<i>Closed</i>	2-28-19
<i>Market Exposure Time</i>	150 days
<i>List Price</i>	Initial: \$139,900. Final: \$119,900
<i>3-Year Sales History</i>	None known
<i>Multiple Listing Service #</i>	18043277
<i>Assessor's Parcel #</i>	3910-08580-019-O

Site

<i>Dimensions</i>	70' x 160.27' x 70' x 160.14'
<i>Size</i>	11,214 square feet , also expressed as 0.257 acre
<i>Zoning</i>	"OS-1" Office Service
<i>Corner</i>	No

House

<i>Gross Living Area</i>	1,417 square feet (above grade)
<i>Design</i>	1.5-story cape cod
<i>Bedrooms (above grade)</i>	3
<i>Baths (above grade)</i>	2 full, 0 half
<i>Basement</i>	800 sq. ft.
<i>Basement Finish</i>	None
<i>Year Built / Age</i>	1925 / 94 years
<i>Heat / Air Conditioning</i>	Forced air / Central air

Other Features and Comments

- Garage: 2-car detached
- Other features: covered front entry porch, small deck
- Significant remodeling in recent years
- ADT count taken 2018 was 21,285
- Per the sectional map, the property owner does not own adjacent properties.
- Assessor's value estimate on sale date was \$91,000. Based on the sales price this property was 20% under-assessed.

Comparable 2 - Aerial Sectional Map



Comparable 3



2004 West Milham Avenue
City of Portage, Kalamazoo County

Price per Square Foot of Site Size**\$2.07**

<i>Price</i>	\$100,000
<i>Terms</i>	Conventional mortgage
<i>Sold</i>	9-27-16
<i>Grantor</i>	Munson, Craig D. & Linda L.
<i>Grantee</i>	Endres, Dorothy
<i>Instrument Type</i>	Warranty Deed, document #2016-032922
<i>Market Exposure Time</i>	1.5 years
<i>List Price</i>	Initial: \$220,000. Final: \$139,000
<i>3-Year Sales History</i>	None known
<i>MLS #</i>	16015733
<i>Assessors Parcel #</i>	3910-06600-017-C

Site

<i>Dimensions</i>	86.75' x 555.79'
<i>Size</i>	48,215 square feet , also expressed as 1.1 acre
<i>Zoning</i>	"OS-1" Office-Service
<i>Public Utilities</i>	Water, sewer, electricity and natural gas
<i>Corner</i>	No
<i>Parking</i>	Adequate, 15 spaces, paved lot

Building

♦ Gross Building Area	636 square feet	♦ Year Built / Age	1943 / 73 yrs
♦ Substructure	Wood frame	♦ Basement	576 sq.ft.
♦ # Buildings	1	♦ # Levels	1
♦ # Units	1		

Comments

- Other features: central air conditioning
- The basement is unfinished
- 2012 Kalamazoo County ADT count of 21,724, taken a half block east of this property.
- The above photo is from the MLS. The traffic was too heavy for me to safely take a photo.
- This building accommodated a hair salon.

- Assessor's value estimate on sale date was \$197,600. Based on the sales price this property was 98% over-assessed.
- Located across the street from the subject property.
- The property does not own any adjacent properties per the sectional maps.

Comparable 3 - Aerial Sectional Map



Comparable 4



2225 & 2289 East Centre Avenue

City of Portage, Kalamazoo County

Price per Square Foot of Site Size	\$4.24
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<i>Price</i>	\$138,500
<i>Terms</i>	Cash
<i>Closed</i>	8-30-18 for both
<i>Market Exposure Time</i>	2.4 years (for 2225) and 91 days (for 2289)
<i>List Price</i>	♦ 2225 Initial: \$169,000. Final: \$138,500 ♦ 2289 Initial: \$49,900. Final: \$13,000
<i>3-Year Sales History</i>	None known
<i>Multiple Listing Service #</i>	♦ 2225 18005300 (plus several past listings) ♦ 2289 18023085
<i>Assessor's Parcel #</i>	3910-00014-065-E & 3910-00014-065-F

Site

<i>Dimensions</i>	165' x 198 composite of both parcels (approximate - see comments below)
<i>Size</i>	32,670 square feet , also expressed as 0.75 acre (approximate - see below)
<i>Corner</i>	Yes. Northeast corner of E. Centre Ave. and Engel Ct.
<i>Zoning</i>	"OS-1" Office/Service

House

<i>Gross Living Area</i>	1,512 square feet (above grade)
<i>Design</i>	1-story
<i>Bedrooms (above grade)</i>	Converted to exam/treatment rooms
<i>Baths (above grade)</i>	2 full, 0 half
<i>Basement</i>	1,512 square feet
<i>Basement Finish</i>	None
<i>Year Built / Age</i>	1950 / 68 years on sale date
<i>Heat / Air Conditioning</i>	Forced air / Central air

Other Features and Comments

- This property consists of (2) adjacent unusual shaped properties that were assembled to create a more functional single entity. See following page.
- The legal descriptions were not well written, particularly for 2289 E. Centre Ave.; and/or the county's diagram may be incorrect. Therefore the dimensions are approximate.
- Other features: 10+ spaces lined paved parking lot, ramp for disabled

- Building - Some remodeling and redecoration
- 2019 ADT taken near this property was 17,618.
- The assessor's composite estimated value at the time of sale was \$257,600. Based on the sales price this property was 86% over-assessed.
- This property owner does not own adjacent parcels per sectional maps.

Comparable 4 - Aerial Sectional Map



Comparable 5



1414 East Centre Avenue
City of Portage, Kalamazoo County

Price per Square Foot of Site Size	\$2.30
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<i>Price</i>	\$90,000
<i>Terms</i>	Cash
<i>Closed</i>	10-1-19
<i>Market Exposure Time</i>	On-off market since 2003 (16 years)
<i>List Price</i>	Highest: \$195,900. Final: \$90,000
<i>3-Year Sales History</i>	None known
<i>Multiple Listing Service #</i>	19041411 (plus several past listings)
<i>Assessor's Parcel #</i>	3910-00022-025-O

Site

<i>Dimensions</i>	132' x 297' (net of public road right-of-way)
<i>Size</i>	39,204 square feet , also expressed as 0.9 acre
<i>Corner</i>	No
<i>Zoning</i>	"OS-1" Office-Service

House

<i>Gross Living Area</i>	1,037 square feet (above grade)
<i>Design</i>	1.5-story cape cod
<i>Bedrooms (above grade)</i>	3
<i>Baths (above grade)</i>	1 full, 0 half
<i>Basement</i>	794 square feet
<i>Basement Finish</i>	None
<i>Year Built / Age</i>	1930 / 89 years
<i>Heat / Air Conditioning</i>	Forced air / Central air

Other Features and Comments

- The upper photo is from the MLS
- Other features: None
- 2015 ADT
 - 1 block east: 18,054
 - 1 block west: 20,407
- The assessor's composite estimated value at the time of sale was \$103,600. Based on the sales price this property was 15% over-assessed.
- This property owner does not own adjacent parcels per sectional maps.

Comparable 5 - Aerial Sectional Map



Comparable 6



1918 West Milham Avenue
City of Portage, Kalamazoo County

<i>Price per Square Foot of Site Size</i>	\$4.41
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<i>Price</i>	\$192,100
<i>Terms</i>	Conventional mortgage
<i>Closed</i>	11-15-17
<i>Market Exposure Time</i>	147 days
<i>List Price</i>	Initial and final: \$225,000
<i>3-Year Sales History</i>	None known
<i>Multiple Listing Service #</i>	17027211
<i>Assessor's Parcel #</i>	3910-06600-018-B

Site

<i>Size</i>	43,563 square feet , also expressed as 1 acre
<i>Road Frontage</i>	78.38 feet
<i>Shape</i>	Rectangular (long and narrow)
<i>Corner</i>	No
<i>Zoning</i>	"OS-1" Office Service
<i>Parking</i>	Adequate, 9-spaces, paved

Building

♦ <i>Gross Building Area</i>	1,592 square feet	♦ <i>Year Built / Age</i>	1958 / 61 years
♦ <i>Substructure</i>	Wood frame	♦ <i>Foundation</i>	1,592 sq.ft. basement
♦ <i># Buildings</i>	1	♦ <i># Levels</i>	1
♦ <i># Units</i>	1		

Other Features and Comments

- The site is long and narrow which diminishes the functional utility.
- Improvements in recent years: entire building has been extensively remodeled.
- Other features: paved parking lot, fully finished basement, central air
- This property can be used as a single family residence, as an office: and some commercial uses.
- On the sale date the assessor's market value estimate is \$252,600. Based on the sales price, this property was 31% over-assessed
- Per Kalamazoo County Road Commission, ADT count close to this property was 21,724 in 2012.
- This building was originally built as a single family residence and later converted to office.
- This property owner does not own adjacent parcels per sectional maps.

[illegible]

Comparable 7



1204 West Milham Avenue
City of Portage, Kalamazoo County

Price per Square Foot of Site Size

\$14.66

<i>Price</i>	\$212,000
<i>Terms</i>	Conventional mortgage
<i>Closed</i>	10-25-18
<i>Grantor</i>	Alrifael, W K A & Aldiney, M Y Y
<i>Grantee</i>	First Michiana Development Corp
<i>Instrument Type</i>	Warranty Deed, document #2018-035077
<i>Market Exposure Time</i>	0 days
<i>List Price</i>	Initial and final: \$212,000
<i>3-Year Sales History</i>	Previous sold 12-29-16 for \$115,000. Much improved market conditions since this sale.
<i>MLS #</i>	18052312
<i>Assessors Parcel #</i>	3910-03700-001-O

Site

<i>Size</i>	14,457 square feet , also expressed as 0.33 acre
<i>Zoning</i>	"OS-1" Office-Service District
<i>Public Utilities</i>	All
<i>Corner</i>	No
<i>Parking</i>	Adequate, 25 spaces, paved lot

Building

♦ Gross Building Area	1,808 square feet	♦ Year Built / Age	1948 / 70 yrs
♦ Substructure	Wood frame	♦ Basement	864 sq.ft.
♦ # Buildings	1	♦ # Levels	1
♦ # Units	1 or 2		

Comments

- Other features: central air conditioning
- ADT count: 17,809 (2016) a short distance east from this property.
- The building was razed after the sale.
- The assessor's composite estimated value at the time of sale was \$126,600. Based on the sales price this property was 40% under-assessed.
- This property owner does not own adjacent parcels per sectional maps.
- Most recently accommodated a beauty salon/supply store.

Comparable 7 - Aerial Sectional Map



Comparable 8



328 West Milham Avenue
City of Portage, Kalamazoo County

Price per Square Foot of Site Size	\$7.60
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<i>Price</i>	\$190,000
<i>Terms</i>	Conventional mortgage
<i>Closed</i>	3-10-16
<i>Grantor</i>	Stearns, Donald K. & Lea J. Trust
<i>Grantee</i>	DDJ LTD, LLC
<i>Instrument Type</i>	Warranty Deed, document #2016-007427
<i>Market Exposure Time</i>	175 days
<i>List Price</i>	Initial and final: \$199,000
<i>3-Year Sales History</i>	None known
<i>MLS #</i>	15050789
<i>Assessors Parcel #</i>	3910-09053-001-O

Site

<i>Dimensions</i>	125' x 200'
<i>Size</i>	25,000 square feet , also expressed as 0.57 acre
<i>Road Frontage</i>	125 feet on W. Milham Ave. 200 feet on Ohio Ave.
<i>Zoning</i>	"OS-1" Office-Service District
<i>Public Utilities</i>	All
<i>Corner</i>	Yes, northwest corner of W. Milham Ave. and Ohio Ave.
<i>Parking</i>	Adequate, 25 spaces, paved lot

Building

♦ Gross Building Area	2,448 square feet	♦ Year Built / Age	1951 / 65 yrs
♦ Substructure	Wood frame	♦ Basement	Partial
♦ # Buildings	1	♦ # Levels	2
♦ # Units	1		

Comments

- Other features: central air conditioning
- ADT count: 15,916 a short distance east from this property.
- The assessor's estimated value at the time of sale was \$201,800. Based on the sales price this property was 6% over-assessed.

Comparable 9



1801 West Centre Avenue
City of Portage, Kalamazoo County

Price per Square Foot of Site

\$5.00

<i>Price</i>	\$200,000
<i>Terms</i>	Cash
<i>Sold</i>	11-15-17
<i>Grantor</i>	Portage Free Methodist
<i>Grantee</i>	Kathrine Khaghany, LLC
<i>Instrument Type</i>	Warranty Deed, document #2017-039729
<i>Market Exposure Time</i>	Not applicable, private sale
<i>List Price</i>	Not applicable, private sale
<i>3-Year Sales History</i>	None known
<i>Listing #</i>	Not applicable, private sale
<i>Assessor's Parcel #</i>	3910-00020-015-B

Site

<i>Size</i>	40,020 square feet , also expressed as 0.919 acre
<i>Road Frontage</i>	172.5 feet on West Centre Avenue
<i>Zoning</i>	"OS-1" Office-Service District
<i>Public Utilities</i>	Water, sewer, electricity and natural gas
<i>Corner</i>	No
<i>Features</i>	Level topography

Comments

- Since the sale date, this property has been improved with a new office building.
- Public School District: Portage
- Per the Kalamazoo County Road Commission, the ADT count(s) include:
 - Taken in 2014, 1 block west: 21,297
 - Taken in 2015, 1 blocks east: 22,840
- The property owner does not own adjacent properties per the sectional maps.
- This property was not assessed at the time of sale because it was part of a tax exempt property.

Comparable 9 - Aerial Sectional Map



Comparable 10



1908 West Milham Avenue
City of Portage, Kalamazoo County

Price per Square Foot of Site Size	\$2.44
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<i>Price</i>	\$155,000
<i>Terms</i>	Conventional mortgage
<i>Sold</i>	12-8-16
<i>Grantor</i>	J&D Development Co. LLC
<i>Grantee</i>	Rehab Specialists Properties, LLC
<i>Instrument Type</i>	Warranty Deed, document #2016-040975
<i>Market Exposure Time</i>	1.1 years
<i>List Price</i>	Initial and final: \$180,000
<i>3-Year Sales History</i>	None known
<i>Listing #</i>	15053968
<i>Assessor's Parcel #</i>	3910-06600-019-C

Site

<i>Size</i>	63,600 square feet , also expressed as 1.46 acres
<i>Road Frontage</i>	60.74 feet on West Milham Avenue
<i>Zoning</i>	♦ West half "OS-1" Office-Service District ♦ East half "P-1" Parking
<i>Public Utilities</i>	Water, sewer, electricity and natural gas
<i>Corner</i>	No (but has access to 2 roads)
<i>Features</i>	Level topography

Comments

- Since the sale date, this property has been improved with a new office building.
- Public School District: Portage
- Per the Kalamazoo County Road Commission, the ADT count(s) was the same as the subject.
- The main body of this site, where the new building is located, sits a couple of hundred feet back from W. Milham Ave..
- There is a shared driveway off the north end of this property that provides access to Oakland Dr.
- Per sectional maps, the owner of this property does not own adjacent properties.
- The assessor's market value estimate at the time of sale was \$159,000. Based on the sales price, this property was 3% over-assessed.

Comparable 10 - Aerial Sectional Map



Comparable Sale Adjustment Grid - Page 1 of 2

	<u>Subject</u> 2005 W. Milham Ave.	<u>Sale 1</u> 824 W. Milham Ave.	<u>Sale 2</u> 406 E. Centre Ave.	<u>Sale 3</u> 2004 E. Milham Ave.	<u>Sale 4</u> 2225 & 2289 E. Centre Ave.	<u>Sale 5</u> 1414 E. Centre Ave.
<i>Price per Sq.Ft. - Unadjusted</i>		\$13.73	\$10.17	\$2.07	\$4.24	\$2.30
<u>Adjustments</u>						
<i>Time Adjustment</i>	1-20	<u>6-19</u> +2%	<u>2-19</u> +3%	<u>9-16</u> +9%	<u>8-18</u> +1%	<u>10-19</u> +1%
<i>Location Adjustment</i>	Good	<u>Superior</u> -9%	<u>Superior</u> -1%	<u>Superior</u> -2%	<u>Superior</u> -2%	<u>Inferior</u> +1%
<i>Zoning Adjustment</i>	OS-1	<u>OS-1</u> -0-	<u>OS-1</u> -0-	<u>OS-1</u> -0-	<u>OS-1</u> -0-	<u>OS-1</u> -0-
<i>Site Size Adjustment</i>	35,840 sq.ft.	<u>15,660 sq.ft.</u> -20%	<u>11,214 sq.ft.</u> -25%	<u>48,215 sq.ft.</u> +12%	<u>32,670 sq.ft.</u> -3%	<u>39,204 sq.ft.</u> +3%
<i>Functional Utility Adjustment</i>	Good	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-
<i>Other Adjustment</i>	See comments	<u>Superior</u> -20%	<u>Superior</u> -10%	<u>Superior</u> -10%	<u>Superior</u> -15%	<u>Similar</u> -0-
<i>Total Net Adjustment</i>		-47%	-33%	+9%	-19%	+5%
Adjusted Sales Prices		\$7.28	\$6.81	\$2.26	\$3.43	\$2.42

Comparable Sale Adjustment Grid - Page 2 of 2

<u>Subject</u> 2005 W. Milham Ave.		<u>Sale 6</u> 1918 W. Milham Ave.	<u>Sale 7</u> 1204 W. Milham Ave.	<u>Sale 8</u> 328 W. Milham Ave.	<u>Sale 9</u> 1801 W. Centre Ave.	<u>Sale 10</u> 1908 W. Milham Ave.
<i>Price per Sq.Ft. - Unadjusted</i>		\$4.41	\$14.66	\$7.60	\$5.00	\$2.44
<u>Adjustments</u>						
<i>Time Adjustment</i>	1-20	<u>11-17</u> +7%	<u>10-18</u> +4%	<u>3-16</u> +9%	<u>11-17</u> +7%	<u>12-16</u> +9%
<i>Location Adjustment</i>	Good	<u>Superior</u> -2%	<u>Superior</u> -2%	<u>Superior</u> -10%	<u>Superior</u> -2%	<u>Similar</u> -0-
<i>Zoning Adjustment</i>	OS-1	<u>OS-1</u> -0-	<u>OS-1</u> -0-	<u>OS-1</u> -0-	<u>OS-1</u> -0-	<u>OS-1 & P-1</u> +5%
<i>Site Size Adjustment</i>	35,840 sq.ft.	<u>43,563 sq.ft.</u> +8%	<u>14,457 sq.ft.</u> -21%	<u>25,000 sq.ft.</u> -11%	<u>40,020 sq.ft.</u> +4%	<u>63,600 sq.ft.</u> +28%
<i>Functional Utility Adjustment</i>	Good	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Inferior</u> +10%
<i>Other Adjustment</i>	See comments	<u>Superior</u> -20%	<u>Superior</u> -10%	<u>Superior</u> -10%	<u>Superior</u> -10%	<u>Superior</u> -10%
<i>Total Net Adjustment</i>		-7%	-29%	-22%	-1%	+42%
Adjusted Sales Prices		\$4.10	\$10.41	\$5.93	\$4.95	\$3.46

Comparable Sales Analysis - Conclusion

- The adjusted sales prices per square foot of site size inconsistently range from \$2.26 to \$10.41.
 - This is a much broader range than preferred.
 - This a somewhat of a unique market segment due to these being transitional properties with frontage on main roads with higher traffic levels.
 - Market participants have little consistent data on which to base pricing decisions.
 - Also, each property consists of multiple diverse features and characteristics which complicates pricing decisions.
 - The above factors result in inconsistent sales prices.
- Each comparable sale is given similar consideration in establishing the value conclusion for the subject property.
- In keeping with the definitions of value, and also based on the Comparable Sales Analysis, a price per square foot of site size of \$5.00 is reasonable for the subject property, multiplied by the subject site size of 35,840 square feet equals \$179,200, rounded to **\$179,000**.
- ***Note:** this is a point in time value conclusion. Subsequent changes in the market could affect the value of the subject property, possibly dramatically and quickly.*

Comparable Sale Adjustment Comments

Some adjustments are self-explanatory and are not discussed; others are clarified below.

Time

- There are indications that property values have appreciated in this market segment since early 2017. The appreciation rate is an estimated 3% per year, also expressed as 0.25% per month.
- The adjustments are calculated by: number of months elapsed from January 2017 to the sales date of a particular comparable property; multiplied by 0.25% per month which provides a percentage, in this case, positive adjustment of that particular comparable.

Location

- The subject and all comparables are located on either W. Milham Ave., E. Centre Ave. and W. Centre Ave.
- Comp. #1
 - Situated on a corner which provides higher visibility
 - There is a traffic signal at the location which provides superior and safer accessibility.
 - The preceding advantages are somewhat offset because this property has a lower traffic count.
- Comps. #2, #3, #4, #6, #7, #9
 - Slightly higher traffic counts to varying degrees.
- Comp. #5
 - Lower traffic count
- Comp. #8
 - Superior market appeal

- Situated on a corner which provides higher visibility and superior and safer accessibility.
- The preceding advantages are somewhat offset because this property has a lower traffic count.

Zoning

All properties are zoned "OS-1" Office Service, except that part of comparable #10 is zoned "P-1" Parking which reduces the flexibility of that part of the property.

Site Size

Adjustments are based on the premise, that all else being equal, the larger the site, the lower the price per square foot. This trend is generally demonstrated with the comparable sales.

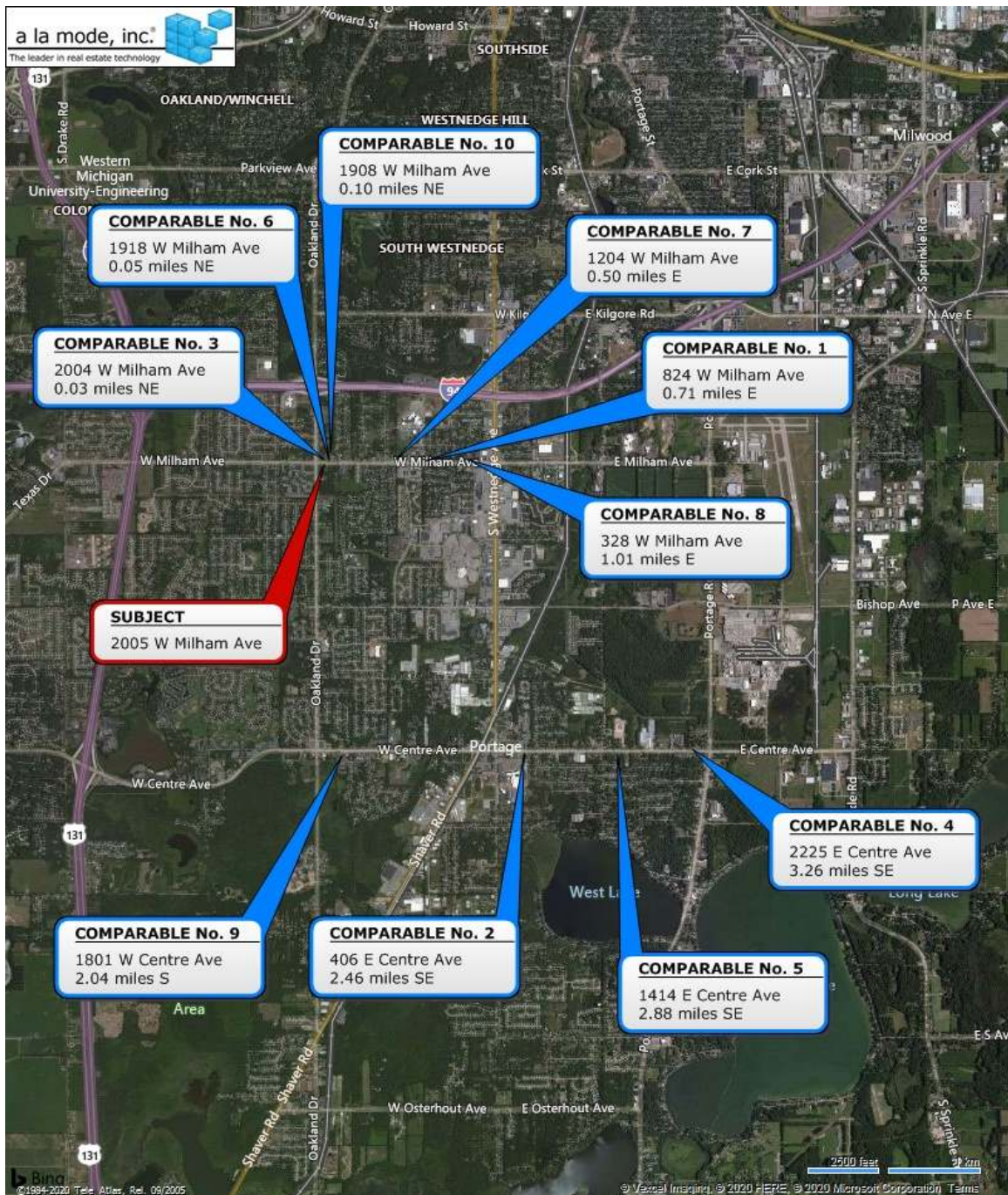
Functional Utility

Comparable #10 has a unique site for this market segment. The main body of the site, where the building is situated sits well back from the road which lowers visibility significantly.

Other

- Comparables #1, #2, #3, #4 and #6 have buildings with somewhat superior economic life.
- Comparables #7, #8, #9, #10 were vacant sites where the buildings were razed, or the sites were already vacant at the time of sale.

Comparable Sale Location Map



Reconciliation

Cost Approach (not applicable)

The Cost Approach was considered, but is not applicable. The subject house is older and affected by a considerable amount of composite depreciation typically inherent in older and mid-aged houses, such as:

- Physical depreciation
 - The normal aging of a structure
 - Wear due to usage
 - Deferred maintenance items of which the subject has many.
- Functional depreciation
 - Typical of older houses, they are not usually fully compliant with current market preferences.
 - Some areas/components/decor of the house are likely dated
- External depreciation
 - None known

Sales Comparison Analysis

This valuation approach is relied on as the sole indication of value for the subject property. Market data is sufficient for a reasonably supported value indication. The reliability is diminished somewhat due to the: diverse characteristics of each property which is typical in the subject's market segment; and building interior was not toured.

Income Approach (not applicable)

The income approach was considered but is not applicable because:

- Though some are tenant occupied, the majority of the properties in this market segment are owner-occupied.
- Market data is insufficient and too inconsistent to develop an indication of value by this approach.
- Because redevelopment of properties in this unique market segment is quite active, these transitional properties are purchased more on a speculative basis with the investor anticipating that this redevelopment trend will continue, and their property(ies) investments will be rewarded. Some properties are rented out in order to offset holding costs/expenses until the property transitions into a new use.

Marketing Time / Exposure Time

Marketing times typically currently range from a few days up to a 2 years, and occasionally longer. There is no consistently predominate marketing time in this market segment. The comparable sales have market exposure times ranging from 1 day to 16 years. If the subject property were offered for sale on the effective date of the appraisal, the marketing time would likely be 2 years or less, provided: the pricing is reasonable; there is a reasonable professional marketing effort; and assuming that the market conditions remain favorable and stable.

The value conclusion for the subject property is based on an **exposure time** of up to 2 years prior to the effective date of the appraisal.

Final Value Conclusion

In my opinion, the market value for the subject property, as of January 30, 2020 is:

\$179,000 (One hundred seventy nine thousand dollars)

Appraiser Information

Appraiser

Joel Francis, SRA, GRI

Professional Designations

- SRA Member of the Appraisal Institute, Continuing Education Completed
- GRI Designation, National Association of Realtors

Work History

- Kal-Creek Appraiser, L.C., 1993 - Present (Co-owner and Co-founder)
- Kalamazoo Appraisal Service, 1988 – 1993
- C. William Hurley Appraisers, 1983 - 1988

Education

- Institution Western Michigan University
- Degree Bachelors - Business Administration
- Major Real Estate Major (emphasis in Finance).
- Graduated 1982

License

- Level Certified General Appraiser License
- State Michigan
- License # 1201000573
- Expires July 31, 2021

Memberships, Affiliations and Approvals

- Associate Member - Greater Kalamazoo Association of Realtors
- Member - State and National Association of Realtors
- MDOT approved

Appraisal Experience

- **Property Types** Vacant land, Residential, Subdivisions, Plats, PUD's, Apartments, Commercial, Industrial, Mixed use, Special use, Unique properties, Properties with detrimental conditions.
- **Appraisal Purposes** Mortgages, Proposed Construction, Appraisal Reviews, Litigation and Expert Witness, Tax Appeals, Estates, Market Rent Studies including Section 8 for HUD, Eminent Domain, Relocation, Quality Control, Insurance
- **Geographical** Southwestern Michigan
- **Client Types** Lending Institutions, Relocation Services, Insurance Companies, Attorneys, Realtors, Individuals, Michigan Department of Transportation, Insurance Companies, Appraisal Management Companies.

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.



ADDENDUM TO BUY AND SELL AGREEMENT

Addendum # 112220A



1 In reference to Buy and Sell Agreement between City of Portage the Buyer
 2 and Milonas Properties LLC the Seller, with a referenced contract
 3 date of November 17, 2020, covering the real property located at 2005 W Milham Ave, Portage, MI 49024-1297

4
 5 the undersigned Buyer and Seller further agree:

6 Buyer certifies that they have received and reviewed the sellers lead based paint disclosure dated 11/19/20

7 Buyer certifies that they have received and reviewed the sellers disclosure dated 11/19/20

8
 9 Seller is paying a total of 5% commission, split 50/50 between listing broker 2.5% and Buyers Broker 2.5%

10
 11 Seller will pay an additional \$750.00 to Buyers Broker out of closing.

12
 13 Seller gives buyer until 4pm EST Wednesday 11/25/20 to return buyer signed/executed offer

14
 15
 16
 17
 18
 19
 20
 21
 22
 23 The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement. In the event there is a
 24 conflict between the Buy and Sell Agreement and this Addendum to Buy and Sell Agreement, this Addendum to Buy and Sell
 25 Agreement shall prevail.

26 Date: 11/23/20
 27 By: Sarah Huber
 28 REALTOR

Michael Carroll, Deputy City Manager
 Buyer City of Portage

29 For: Jaqua Realtors
 30 Selling Office

Buyer

31 Date: 11/23/20 Time: 2 ☐ A.M. ☒ P.M.
 32 By: Richard Stewart
 33 REALTOR Richard Stewart

George Milonas
 Seller Milonas Properties LLC

34 For: REO Specialists llc
 35 Listing Office

Seller

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AUTHORIZED BUY & SELL AGREEMENT ("Agreement") OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS®

Form#: BSA2005



Date 11/17/2020

2:00

☐ A.M. ☒ P.M.

(TIMES ARE KALAMAZOO, MICHIGAN TIME.)

MLS No. 2002011

AGENCY

The undersigned Buyer and Seller ("The Parties") each acknowledge that they have read and signed the Real Estate Agency Disclosure.

The agency relationships at the time of execution of this Agreement are as follows:	
REO Specialists, LLC , Listing Broker represents: ☒ Seller Only ☐ Seller and Buyer (Disclosed Dual Agent) ☐ Neither (Transaction Coordinator)	Jaqua Realtors , Selling Broker represents: ☐ Seller Only ☒ Buyer Only ☐ Seller and Buyer (Disclosed Dual Agent) ☐ Neither (Transaction Coordinator)
Richard Stewart , Listing Salesperson represents: ☒ Seller Only ☐ Seller and Buyer (Disclosed Dual Agent) ☐ Neither (Transaction Coordinator)	Sarah Huber/Bill Ziegler , Selling Salesperson represents: ☐ Seller Only ☒ Buyer Only - Addendum # BAA2005 ☐ Seller and Buyer (Disclosed Dual Agent) - Addendum # ☐ Neither (Transaction Coordinator) - Addendum #

OFFER

- PRIOR OFFERS:** This offer terminates any prior offers or counteroffers between The Parties for The Property.
- PROPERTY DESCRIPTION:** Buyer agrees to buy from Seller The Property, whose address is 2005 W. Milham

(Property Street Address - Full Mailing Address)

Portage, MI 49024. The Property is Located in the ☒ CITY ☐ VILLAGE ☐ TWP. of

Portage, Kalamazoo County, Michigan, and legally described as: Metes & Bounds

(CITY/VILLAGETWP. NAME) (COUNTY NAME) ("The Property")
 n/a subject to existing zone ordinances. TAX ID # 391000008020A

The Property shall include all buildings, improvements, appurtenances, fixtures and, if now in or on the property, the following: antennas and/or satellite dishes including all accessories and complete rotor equipment (unless rented); all landscaping, including all plantings; landscape lighting; ceiling fans; lighting fixtures, light bulbs and their shades; built-in sound system wiring and built-in speakers; wall mounted hardware for TV's (excluding TV); security systems; fireplace doors, screens and grates; wood burners and fireplace inserts; drapery and curtain hardware; window shades and blinds; wall-to-wall carpeting; screens, storm windows and doors; stationary laundry tubs; all water conditioning equipment (unless rented); water heaters (unless rented); sump pumps; heating and air conditioning equipment (excluding window units); LP tanks (unless rented); water pump and pressure tank; underground sprinkling systems; built-in kitchen appliances; awnings; mail boxes; garage door openers and transmitters; stationary outdoor grills; storage sheds; pool and pool equipment; fencing; attached: outdoor play equipment, work benches, cabinetry, shelving, mirrors, smoke/fire detectors, carbon monoxide detectors, thermostats, timers, and under-cabinet appliances; invisible fencing and controllers; hot tub and/or spa and all related equipment, and

n/a

But shall exclude RENTED ITEMS and n/a

- SALE PRICE:** one hundred sixty-two thousand seven hundred fifty dollars and zero cents (\$ 162,750.00) Dollars
- CLOSING:** Sale shall be closed on a day and time mutually agreeable to The Parties, but not earlier than 12/17/2020 and not later than 12/17/2020. Buyer shall pay any closing fee charged by a title company, except Seller shall pay said closing fee and wood destroying insect inspection fee(s) if required by a VA lender. Seller shall pay real estate transfer taxes at the time the deed is delivered.
- POSSESSION:** Buyer shall be entitled to possession of The Property as follows: (Check one box)

- ☒ At the completion of closing. OR
☐ Seller shall pay to Buyer at closing, a non-refundable delayed possession fee of \$ _____, and shall have the right to possession of The Property until 11:59 p.m. on the _____ day after the day of closing.

Seller shall not be entitled to possession after the time agreed above. Unless otherwise provided in writing and signed by The Parties, Seller shall provide possession of The Property free from the rights of any other person or entity, including, but not limited to, tenants. At the time of transfer of possession of The Property, Seller shall have removed all personal property (unless otherwise stated in this or an additional written agreement), made arrangements for final payment on all utilities, and shall deliver all keys to Selling Broker or Buyer.

The Property shall be free and clear of trash and debris; buildings and improvements shall be left in broom-clean condition. Seller shall maintain The Property in its present condition until time of possession in the transaction, normal and reasonable wear excepted. Seller shall pay for utilities and for any repairs due to damage caused by the Seller to the Property after closing and before transfer of possession. Seller is responsible for obtaining any insurance Seller deems necessary, covering Seller to the time of transfer of possession.

If Seller fails to give possession to Buyer as provided, Seller shall pay Buyer \$ _____ for each day that Seller retains The Property beyond the agreed time and shall be liable for all court costs and reasonable actual attorney fees incurred by Buyer in obtaining possession and collecting the amount due.

- ATTACHMENTS:** ☐ No ☒ Yes Attachments and/or addendum #: LCA2005

7. **DISCLAIMER:** Buyer understands and agrees that the real estate Brokers and Salespersons do not warrant: (i) The Property's boundaries, the size of the land, the size of the buildings and improvements; (ii) the condition of The Property; or (iii) that appropriate permits were obtained for repairs or other work performed on buildings or improvements. Buyer understands and agrees that the real estate Brokers and Salespersons also do not assume any responsibility for the representations made by Seller. It is further understood that no representations or promises have been made to Buyer by the real estate Brokers or Salespersons, or by Seller other than those contained in this Agreement or as otherwise made or given by Seller to Buyer in the written disclosure statement(s). The Parties understand that Brokers and Salespersons are not environmental experts. Unless expressly contained in a written instrument signed by the Brokers, Brokers and Salespersons have no knowledge of, and make no representations regarding (a) the environmental condition of The Property, (b) the existence of underground storage tanks at The Property now, or in the past, (c) whether The Property is, has been or may be listed as a site of environmental contamination, or (d) whether any such sites are located in the proximity of The Property. If Buyer or Seller requests the Brokers or Salespersons to recommend inspectors, repairmen or other professionals, The Parties agree that the Brokers and Salespersons shall not be liable for errors or omissions made by said inspectors, repairmen or other professionals.

8. **BUYER INVESTIGATIONS:**

A. **Buyer Acknowledgment:** Buyer acknowledges that Buyer has been advised to carefully evaluate The Property to determine its condition and suitability for Buyer's intended use. Buyer is aware that inspectors and inspection services are available to aid Buyer in these evaluations. Items Buyer should evaluate include, but are not limited to, the following: structural integrity; condition of mechanical systems; infestation by termites or other wood-destroying insects; environmental concerns such as underground storage tanks or abandoned uncapped wells; health or safety issues, including radon and mold; zoning; assessed valuation, including the Principal Residence Exemption status and any possible changes to that status; the size of the land; the size of the buildings and improvements; the availability of utilities, including the cost to extend or hook-up; soil erosion or settling; the existence of wetlands; the availability of homeowner's insurance or flood insurance at a cost acceptable to Buyer.

B. **Buyer Investigation Period:** Buyer shall have ten (10) days from the last dated acceptance of this Agreement ("Investigation Period") to investigate The Property. During the Investigation Period, Buyer and Buyer's investigators shall have reasonable access to The Property to conduct investigations as Buyer deems necessary. Buyer agrees to defend, indemnify and hold Seller harmless from any physical damage to persons or property resulting from such investigations. To the extent The Property is damaged due to any of Buyer's investigations, Buyer agrees to restore The Property to its original condition. Buyer is solely responsible for ordering and paying for any inspections and evaluations, except, if Buyer has elected to use VA financing, Seller shall pay for the wood destroying insect inspection at closing.

C. **Seller Responsibility Concerning Utilities:** Seller shall have the following utilities, if attached, turned on for Buyer's investigations, appraisals and final inspection: electric, natural gas, propane, heating oil, sewer and water. Seller shall be solely responsible for dewinterization, re-winterization and any and all costs and procedures associated with this subparagraph.

D. **Results of Investigations:** If any investigation reveals a condition unacceptable to Buyer, then, prior to the expiration of the Investigation Period, Buyer may pursue one of the following resolutions:

1. **Buyer may Deliver to Seller or Listing Broker a written request for corrective action(s)** on the GKAR Investigations Addendum, or a similar notice, along with any applicable documentation or report(s) AND ANY APPLICABLE WRITTEN COST ESTIMATE(S). Seller shall have five (5) days from receipt of the Investigations Addendum, or a similar notice, to respond to Buyer, in writing, as to whether Seller will agree to pay for and/or perform said requested corrective action(s). If Seller rejects any part of Buyer's request in writing, Buyer shall have three (3) days from receipt of Seller's written rejection to terminate this Agreement in writing. If Seller does not respond in writing, Buyer shall have three (3) days from the expiration of Seller's allowed five (5) day period to terminate this Agreement in writing. If Buyer fails to so terminate this Agreement, Buyer shall be deemed to have accepted the condition of the Property in its "AS-IS" condition as it relates to this paragraph.

OR

2. **Buyer may terminate this Agreement** by providing written notice of the termination to Seller or Listing Broker, identifying the unacceptable condition. If requested by Seller, Buyer shall provide Seller with a copy of any inspection report or documentation of unacceptable condition.

E. **Waiver of Contingencies:** BUYER AGREES THAT THE CONTINGENCIES IN THIS PARAGRAPH SHALL BE DEEMED TO HAVE BEEN WAIVED IF (1) BUYER FAILS TO DELIVER WRITTEN NOTICE OF BUYER'S PROPOSED RESOLUTION TO SELLER OR LISTING BROKER WITHIN THE INVESTIGATION PERIOD OR (2) BUYER FAILS TO TERMINATE THIS AGREEMENT IN WRITING AS PROVIDED ABOVE. IF THESE CONTINGENCIES ARE WAIVED, OR IF BUYER ELECTS TO CLOSE THIS TRANSACTION, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS "AS-IS" CONDITION AS OF THE DATE OF CLOSING.

9. **LOCATION OF BOUNDARIES AND IMPROVEMENTS:** Buyer may, at Buyer's expense, obtain a survey or mortgage report of The Property. If the survey or mortgage report: (1) reveals material differences in The Property's boundaries or land area from that which was represented by Seller in writing, or (2) reveals encroachments, setback violations, or matters which would interfere with Buyer's intended use of The Property ("Survey Defects"), Buyer shall furnish Seller with a copy of the survey or mortgage report, along with a written request that Seller correct the Survey Defect(s). These must be received by Seller no later than fifteen (15) days after delivery of the title commitment referenced in Paragraph 16 to Buyer or Selling Broker. Seller shall respond in writing to Buyer within five (5) days as to whether or not Seller will correct the Survey Defect(s). If Seller does not agree to do so or fails to respond, Buyer shall have three (3) days from receipt of Seller's written refusal (if any) or from the expiration of Seller's allowed time, whichever first occurs, to terminate this Agreement in writing.

BUYER AGREES THAT THIS CONTINGENCY SHALL BE DEEMED WAIVED IF (1) BUYER FAILS TO PROVIDE SELLER WITH A SURVEY OR MORTGAGE REPORT OR (2) BUYER FAILS TO TERMINATE THIS AGREEMENT IN WRITING AS PROVIDED ABOVE. IF THIS CONTINGENCY IS WAIVED AND BUYER ELECTS TO CLOSE THIS TRANSACTION, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE LOCATION OF THE PROPERTY BOUNDARIES AND IMPROVEMENTS, "AS IS".

10. **WELL/WATER/SEPTIC SYSTEM EVALUATIONS:** If The Property is serviced by a water well, Seller agrees to order within five (5) days of the last dated acceptance of this Agreement and promptly provide to Buyer and/or Selling Broker, at Seller's expense, an evaluation report from the County Health Department or the private well evaluation company listed in Paragraph 11, covering the well and tests for nitrates and bacteria in the water by either the County Health Department or other government approved laboratory. Any water evaluation beyond tests for nitrates and bacteria shall be Buyer's responsibility and Buyer's expense. If The Property is serviced by a septic system, Seller agrees to order within five (5) days of the last dated acceptance of this Agreement and promptly provide to Buyer and/or Selling Broker, at Seller's expense, an evaluation report covering the condition of the septic system by the local County Health Department or the private septic evaluation company named in Paragraph 11. Seller further agrees to have the septic tank pumped if required by the local County Health Department.

If the evaluation report(s) in any of the above circumstances disclose(s) a condition which Buyer reasonably deems unacceptable, Buyer shall notify Seller or Listing Broker of such condition and requested corrective action in writing within five (5) days of the date Buyer has received the applicable report(s). If Seller does not agree or fails to respond within fifteen (15) days of Buyer's requested corrective action, Buyer shall have the right to terminate this Agreement by providing written notice to Seller or Listing Broker within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of Seller's allowed time, whichever first occurs.

BUYER AGREES THAT THE CONTINGENCY PROVIDED BY THIS PARAGRAPH SHALL BE DEEMED TO HAVE BEEN WAIVED IF (1) BUYER FAILS TO PROVIDE WRITTEN NOTICE OF A CONDITION DEEMED UNACCEPTABLE WITHIN FIVE (5) DAYS AFTER BUYER HAS RECEIVED THE APPLICABLE REPORT(S) OR (2) BUYER FAILS TO TERMINATE THIS AGREEMENT IN WRITING AS PROVIDED ABOVE.

IF THESE CONTINGENCIES ARE WAIVED, OR IF BUYER ELECTS TO CLOSE THIS TRANSACTION, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS "AS IS" CONDITION AS OF THE DATE OF CLOSING.

11. PRIVATE WELL AND/OR SEPTIC EVALUATION COMPANIES: The Parties agree that the following shall be used to evaluate the well/water/septic system per Paragraph 10: For evaluation of the well and water: n/a. For evaluation of the septic system: n/a. A blank line shall indicate the agreement of The Parties to use the local County Health Department.

12. SOURCE OF FUNDS: This Agreement:

☒ A. **IS NOT CONTINGENT** on the sale or exchange of any real or personal property by Buyer. BUYER REPRESENTS THAT THE FUNDS NECESSARY TO COMPLETE THIS AGREEMENT (ON THE TERMS SPECIFIED) ARE CURRENTLY AVAILABLE TO BUYER IN CASH OR AN EQUALLY LIQUID EQUIVALENT.

☐ B. **IS CONTINGENT ON:**

☐ (1) **THE CLOSE OF THE PENDING SALE OF BUYER'S PROPERTY** located _____

_____ A copy of the agreement(s) to sell or exchange Buyer's property is being delivered to Seller or Listing Broker along with this offer. Buyer shall notify Seller or Listing Broker in writing within 48 hours of any changes in the terms or progress of said agreement(s) that will delay or materially affect the consummation of this Agreement. In such an event, Seller may terminate this Agreement by written notice to Buyer or Selling Broker within 48 hours of receipt of said notice from Buyer. Failure of Buyer to notify Seller of such changes, or a default by Buyer in said agreement(s), shall be considered a default in this Agreement.

☐ (2) **OTHER:** _____

13. METHOD OF PAYMENT: All moneys must be paid in US funds by wire transfer, certified check, cashier's check, or money order. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title by the following method:

☐ A. **CASH.** Buyer will pay the sale price by cash, certified check, cashier's check or money order.

☐ B. **NEW MORTGAGE.** This Agreement is contingent upon Buyer's ability to obtain a(n) _____ (type) mortgage loan in the amount of \$ _____ % of the sale price. Buyer shall apply for the loan from _____ (name of financial institution - Lender) within _____ days of the last dated acceptance of this Agreement.

Loan application shall include the payment of any appraisal fee, application fee, and all other costs customarily charged by Lender for loan approval. Buyer acknowledges that failure to complete the loan application as agreed shall constitute a default by Buyer. Buyer shall take no action that would impair Buyer's credit or ability to obtain the loan and shall accept such loan if offered. Buyer may waive this mortgage loan contingency by written notice to Seller or Listing Broker and pay cash as provided in subparagraph A above.

Seller may terminate this Agreement by written notice to Buyer or Selling Broker if Buyer fails to provide Seller or Listing Broker with evidence of loan approval by 5:00 p.m. _____ ("Loan Approval Deadline Date"). If Buyer is unable to obtain written verification of Lender's approval, Buyer may provide oral verification from Lender to Seller or Listing Broker. If said loan approval is acceptable to Seller, no response shall be necessary.

If Seller reasonably determines that the evidence of loan approval is inadequate or unacceptable and if Seller therefore wishes to terminate, Seller must deliver written notice of termination of this Agreement by 5:00 p.m. on the third day after the Loan Approval Deadline Date. If Seller so terminates, Buyer may waive this mortgage contingency and void the termination by delivering written notice of such waiver to Seller or Listing Broker by 5:00 p.m. on the third day after Seller's delivery of termination. If Buyer waives this mortgage contingency and subsequently fails to close due to Buyer's failure to secure financing, Buyer shall be considered in default in this Agreement.

BUYER HEREBY INSTRUCTS LENDER TO RELEASE TO SELLING BROKER AND SELLER OR LISTING BROKER INFORMATION CONCERNING COMPLETION OF LOAN APPLICATION AND STATUS OF LOAN APPROVAL.

☒ C. **LAND CONTRACT.** See attached GKAR Land Contract Addendum.

14. SELLER'S DISCLOSURE STATEMENT: BUYER ☐ HAS ☒ HAS NOT RECEIVED A COMPLETED AND SIGNED COPY OF THE SELLER'S DISCLOSURE STATEMENT # _____ DATED OR REVISED _____. SELLER HEREBY CERTIFIES THAT, TO THE BEST OF SELLER'S KNOWLEDGE, THE INFORMATION CONTAINED IN SUCH SELLER'S DISCLOSURE STATEMENT IS CURRENT AS OF THE DATE OF THIS AGREEMENT. FURTHER, SELLER AGREES TO INFORM BUYER IN WRITING OF ANY CHANGES IN THE CONDITION OF THE PROPERTY RELATING TO THE INFORMATION CONTAINED IN SUCH DISCLOSURE STATEMENT.

15. LEAD BASED PAINT DISCLOSURE STATEMENT: BUYER ☐ HAS ☒ HAS NOT RECEIVED BOTH AN EPA PAMPHLET "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" AND A COMPLETED AND SIGNED COPY OF THE SELLER'S LEAD BASED PAINT DISCLOSURE STATEMENT # _____

If The Property was constructed prior to January 1, 1978, Buyer will not be obligated to the terms of this Agreement unless the above documents are received by Buyer. If the above documents are received after the last dated acceptance of the Agreement, Buyer shall have the right to terminate this Agreement within 72 hours after Buyer's receipt of the above documents if the Seller's Lead Based Paint Disclosure Statement indicates any condition unacceptable to Buyer. If Buyer fails to terminate this Agreement within said 72 hours, Buyer's right to terminate under this provision shall be considered waived. BUYER ☐ WAIVES OR ☐ REQUESTS LEAD BASED PAINT INSPECTIONS TO BE PERFORMED PER LEAD-BASED PAINT ADDENDUM # _____, WHICH IS ATTACHED HERETO.

16. TITLE EVIDENCE: Seller agrees to convey marketable title to The Property subject to: conditions, limitations, building and use restrictions and easements of record ("Exceptions"). As evidence of marketable title, Seller shall furnish Buyer, at Seller's expense, an *expanded coverage ALTA Homeowner's Policy of Title Insurance ("Expanded Policy")*, if available, in the amount of the sale price. Seller shall order the commitment for such policy, along with copies of the Exceptions, and shall deliver same to Buyer or Selling Broker within ten (10) days after the last dated acceptance of this Agreement. If a survey or mortgage report is required by the commitment, it shall be completed at Buyer's expense in accordance with Paragraph 9 LOCATION OF BOUNDARIES AND IMPROVEMENTS. If an *Expanded Policy* is not available or if Buyer declines any required survey or mortgage report cost, Seller agrees to provide and Buyer agrees to accept a *standard coverage ALTA Owner's Policy of Title Insurance including all standard exceptions*.

If the commitment discloses any title defect(s) or anything in the Exceptions which would interfere with Buyer's intended use of The Property, Buyer must notify Seller or Listing Broker, in writing, of Buyer's objections within five (5) days of Seller's delivery of the commitment and Exceptions. Further, if, prior to closing, Buyer shall become aware of new title defect(s), Buyer must notify Seller or Listing Broker, in writing, within five (5) days of Buyer becoming aware of such defect(s).

If Seller receives any such notification, Seller shall have either thirty (30) days from Buyer's delivery of written objection(s) or until the latest closing date set forth in Paragraph 4 of this Agreement, whichever first occurs, to resolve Buyer's objection(s). If Seller is unable to cure the title defect(s), or unable or unwilling to resolve Buyer's objection(s) to Exceptions, within this time period, Buyer may terminate this Agreement in writing and receive a full refund of the earnest money or proceed to closing, accepting the status of the title "AS IS".

17. PRORATIONS: Items normally prorated in real estate transactions, including association fees, rental income, taxes as discussed below, interest on any existing land contract, mortgage, or lien assumed by Buyer shall be adjusted to the date of closing in accordance with the calendar year. All rental security deposits shall be paid to Buyer at closing.

18. REAL ESTATE TAXES: Current real estate taxes shall be prorated to the date of closing and shall be deemed to cover the calendar year in which they become due and payable. Taxes shall be deemed due and payable as follows: Summer taxes - July 1st or August 1st; Winter taxes - December 1st. If the actual tax bill(s) for the year have not been determined by the municipality at the time of closing, taxes shall be estimated by multiplying the current taxable value by the most recently available tax rate. If The Property's Principal Residence Exemption ("PRE") status for the calendar year in which the closing occurs will change as a result of the closing, the tax rate associated with the new PRE status shall be used.

If the current PRE percentage claimed by Seller is greater than zero, Seller represents that such claim by Seller is accurate and lawful. Such representations shall survive the closing. Seller shall defend, indemnify and hold harmless Buyer from any loss, claim or damage resulting from any inaccuracy in such representations. Such loss, claim or damage shall include, but shall not be limited to, any loss, claim or damage resulting subsequently to Buyer from the tax proration calculation made at the time of closing or from the change in PRE status by the municipality for any prior years. Seller shall also be responsible for reasonable actual attorney fees incurred by Buyer in enforcing the provisions of this paragraph, regardless of whether suit is actually filed. The representations and obligations under this paragraph may only be terminated by a separate written document signed by The Parties specifically referring to this paragraph by number.

19. SPECIAL ASSESSMENTS: Special assessments levied on The Property shall be handled as follows:

- A. Existing special assessments, whether there is a lien or not, which can be paid in full and permanently discharged shall be paid by Seller at close of sale.
- B. Existing special assessments which have ongoing installments and cannot be paid in full and permanently discharged shall be prorated as referenced in the paragraph entitled Prorations. This type of assessment is generally for services or maintenance, including, but not limited to: street lighting, lake weed control, emergency services, etc.
- C. Special assessments which are levied on The Property after the last dated signature of this Agreement shall be the responsibility of Buyer.

20. WATER/SEWER CHARGES: Seller shall be responsible for water and sewer charges until date of possession. The cost of water and sewer hookups after closing shall be paid by Buyer. If The Property is not presently served by these utilities, Buyer is advised to consult with the local units of government for information regarding when and if such hookup is or may be required, feasibility and cost of such hookup, and whether any assessment will be imposed at that time.

21. LIQUID FUEL: Seller agrees that the existing supply of liquid heating and cooking fuel shall be depleted only in the course of normal usage. Buyer shall be entitled to all such fuel owned by Seller and located or stored upon The Property at the time of possession. Buyer acknowledges Buyer has been advised to determine whether any existing supply of liquid fuel is owned by Seller or the supplier.

22. SELLER'S REPRESENTATIONS: The following representations shall survive the closing and, except as otherwise disclosed in writing, Seller represents to the best of Seller's knowledge and belief that:

- A. There are no existing violations of any laws, statutes, ordinances, regulations, orders or requirements of any governmental authority affecting The Property.
- B. There is no pending or threatened litigation, administrative action or claim relating to The Property.
- C. Seller has not been notified of any assessments to be placed on The Property.
- D. The Seller is the owner of title to The Property in the condition required for performance hereunder.

If The Property is rented to tenants:

- E. As referenced in Paragraph 5, Seller shall notify Buyer or Selling Broker in writing of the possession rights of any person or entity, including, but not limited to, tenants. Seller shall provide copies of all leases and security deposit information to Buyer or Selling Broker within three (3) days of the last dated acceptance of this Agreement. This Agreement is contingent upon Buyer's written acceptance of such possession rights, leases and security deposit information within five (5) days of receipt of such notice and copies. If Seller does not provide such notice and copies within such three (3) days, Seller warrants that no other person or entity has possession rights. If Buyer receives such notice and copies and neither accepts nor rejects such items within the five (5) days, Buyer shall be deemed to have accepted them and this contingency shall be deemed satisfied.
- F. None of the tenants occupying The Property shall be entitled to any concessions, rebates, allowances or free rent for any period after the Closing Date.

The undersigned hereby certifies that the foregoing is a true and correct copy of the original document as the same appears on the records of the County of [County Name], State of [State Name].

Witness my hand and the seal of said County, this [Day] day of [Month], 20[Year].

Notary Public for the State of [State Name]

My commission expires on [Date]

I hereby certify that the foregoing is a true and correct copy of the original document as the same appears on the records of the County of [County Name], State of [State Name].

Notary Public for the State of [State Name]

My commission expires on [Date]

I hereby certify that the foregoing is a true and correct copy of the original document as the same appears on the records of the County of [County Name], State of [State Name].

Notary Public for the State of [State Name]

My commission expires on [Date]

I hereby certify that the foregoing is a true and correct copy of the original document as the same appears on the records of the County of [County Name], State of [State Name].

Notary Public for the State of [State Name]

My commission expires on [Date]

I hereby certify that the foregoing is a true and correct copy of the original document as the same appears on the records of the County of [County Name], State of [State Name].

- G. After the date hereof, the Seller will not enter into any agreement pertaining to The Property or any modification of, or release from, an existing lease or rental agreement, without the prior written consent of Buyer.
23. **FINAL INSPECTION:** Buyer shall have the right to inspect The Property within seventy-two (72) hours prior to closing to make sure that the real estate and personal property are in place and in a condition that is not substantially different from the condition at the time of Buyer's offer per this Agreement, or as improved by any agreed-upon corrective action. If substantial differences have occurred, then Buyer shall immediately notify Seller and/or Listing Broker in writing, of said differences and Buyer's requested corrective action. The Parties shall be deemed to have settled such differences as of close of sale. Broker(s) and/or Salesperson(s) have no responsibility for the condition of The Property.
24. **DISCLOSURE:** Buyer acknowledges Buyer has been advised that Seller and Seller's agent may not consider the existence of or terms of Buyer's offer to be confidential. The Parties further acknowledge that the sale price and terms will be disclosed to the Greater Kalamazoo Association of REALTORS® MLS/SWMRIC, who may use it in the ordinary course of business.
25. **UNPLATTED LANDS:** Seller represents that The Property is not a new land division under the Land Division Act and Seller owns no other contiguous, unplatted land unless otherwise disclosed in writing. Seller is transferring to Buyer all available divisions, if any, under Section 108 of the Land Division Act but makes no representations as to the number. Buyer has not relied on any information or opinions of the Broker(s) or Salesperson(s) on this matter.
26. **LEGAL COUNSEL:** Buyer acknowledges that Broker(s) and/or Salesperson(s) have recommended that Buyer retain an attorney to pass upon the marketability of title to The Property. The Parties acknowledge that Broker(s) and/or Salesperson(s) have recommended that they each retain an attorney to ascertain that the requirements of this Agreement have been met.
27. **DUE ON SALE: SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.**
28. **CONSENT TO FEES:** The Parties acknowledge that Brokers may be offered placement fees, finder's fees or other consideration from others who become involved in the sale of The Property. The Parties hereby grant Broker(s) permission to receive such fees and/or consideration, unless otherwise agreed in writing.
29. **CASUALTY:** In the event that, on or before the closing date, any buildings or other improvements on The Property shall be damaged by fire, storm or other casualty, and the cost to repair same is in excess of 10% of the sale price, either party shall have the right to rescind this Agreement by written notice to the other party within seven (7) days after receiving notice of such casualty, and Buyer shall be entitled to a refund of any earnest money.
30. **ARBITRATION:** The Parties acknowledge that they have been informed that any claim or dispute between them, related to this Agreement, may be arbitrated if Seller and Buyer each agree in writing to such arbitration.
31. **EARNEST MONEY RESOLUTION:** If this Agreement is not closed in the time and manner provided, the Selling Broker shall have the right, but is not obligated, to propose a final disposition of the earnest money in writing to Buyer or Buyer's Salesperson and to Seller or Seller's Salesperson. Unless Broker, within thirty (30) days of the date of giving such notice, receives different instructions in a written instrument signed by both of The Parties, or is furnished written evidence that a lawsuit has been filed relating to enforcement or termination of this Agreement or disposition of the earnest money, all parties shall be deemed to have agreed to Broker's proposed disposition of the earnest money. If a party objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by The Parties. In the event of litigation involving the earnest money, in whole or in part, the nonprevailing Buyer or Seller, as determined by the court, shall reimburse the other for reasonable actual attorneys' fees and expenses incurred in connection with the litigation, and shall reimburse Broker for any reasonable actual attorney's fees and expenses incurred in connection with the interpleader action instituted.
32. **COUNTERPARTS/SIGNATURES:** This Agreement may be signed in one or more counterparts each of which will be deemed to be an original copy of this Agreement and all of which, when taken together will be deemed to constitute one Agreement. The exchange of copies of this Agreement and signature by facsimile or other similar electronic device shall constitute effective execution and delivery of this Agreement as to The Parties, and may be used in lieu of the original Agreement for all purposes. Copies shall be deemed to mean any duplicate, reproduction or similar or exact imitation of the original executed Agreement. Signatures of The Parties transmitted by facsimile or other similar device shall be deemed to be their original signatures for all purposes and shall be deemed valid and binding upon The Parties as if their original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither Buyer nor Seller shall assert the statute of frauds or non-enforceability or validity of this Agreement because of facsimile or similar electronic device copies being used, and both of The Parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.
33. **HOME PROTECTION PLAN:** The Parties have been informed that home protection plans are available. Such plans may provide additional protection and benefit to the parties.

n/a

34. OTHER PROVISIONS: Earnest Money due within 48 hours of the acceptance of this offer.

Sale is subject to the approval of Portage City Council to meet on 12/1/2020 or 12/15/2020.

Buyer to have 20 day inspection period - stated under paragraph 8B

35. DEFAULT: If Buyer defaults, Seller may enforce this Agreement, or may declare Buyer's right to purchase terminated, retain the earnest money, and pursue Seller's legal remedies. If Seller defaults, Buyer may enforce this Agreement, or may demand return of the earnest money and pursue Buyer's legal remedies. Broker(s) and Salesperson(s) have no responsibility for the performance of this Agreement by the parties.
36. EARNEST MONEY: Buyer is depositing \$2000.00 ☐ cash ☒ check ☐ note with Broker as earnest money evidencing good faith. Broker is required by law to deposit the earnest money in a separate custodial or trust account within two (2) banking days after this Agreement is signed by The Parties. If the offer made is not accepted or if the sale is not closed due to a failure to satisfy a contingency specified herein for a reason other than the fault of Buyer, the earnest money shall be refunded to Buyer. The earnest money will be applied to the sale price at closing.

ACCEPTANCE

WHEN SIGNED BY BOTH PARTIES, BUYER AND SELLER AGREE THAT THIS SHALL BE A BINDING AGREEMENT FOR THE SALE AND PURCHASE OF THE PROPERTY. DELIVERY OF ACCEPTANCE OF THIS OFFER AFTER SIGNING BY THE PARTIES IS NOT NECESSARY TO CREATE A BINDING AGREEMENT.

37. TIME IS OF THE ESSENCE: TIME IS OF THE ESSENCE WITH RESPECT TO THIS AGREEMENT. TIME LIMITS SHALL BE STRICTLY OBSERVED.
38. AUTHORIZATION: Buyer gives Broker until 11/18/2020, 4 ☐ AM ☒ PM to obtain Seller's written acceptance of Buyer's offer.
39. FINAL AGREEMENT: THIS AGREEMENT EXPRESSES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES CONCERNING THIS TRANSACTION AND SUPERCEDES ALL PREVIOUS UNDERSTANDINGS, WHETHER ORAL, WRITTEN OR ELECTRONIC, INCLUDING ANY PROMOTIONAL MATERIALS OR LISTING DESCRIPTIONS. No modifications of this Agreement shall be binding unless in writing and signed by Buyer and Seller. In signing below, The Parties acknowledge that they have read the Agreement carefully before signing and have received copies of pages 1, 2, 3, 4, 5 & 6 as well as any attachments.
40. FUTURE NOTICES: The Parties authorize Broker(s) to use the contract information set forth below for notices after the last dated acceptance of this Agreement. During the term of this Agreement, The Parties agree to notify Broker(s) of any contract information changes. The contract information set forth below shall not constitute a material part of this Agreement and any addition or modification of the same shall not constitute a rejection of an offer, the creation of a counteroffer or an amendment to this Agreement. Any future notices required or permitted to be given under this Agreement shall be in writing and signed by the party giving notice. Notice shall be deemed to have been given: (i) at the time of personal delivery; or (ii) at the time sent by facsimile (with a successful facsimile confirmation sheet); or (iii) at the time sent by electronic mail. Future notices shall be given to Buyer's or Seller's Broker and shall constitute notice given to Buyer or Seller, respectively. If either party is not represented by a Broker, future notices shall be given to such party directly.

Salesperson Name (print): Sarah Huber/Bill Ziegler

Salesperson Phone: _____ Fax: _____

Salesperson Email: _____

Buyer Street Address: _____

City: _____ State: _____ Zip: _____

X Michael Carroll, Deputy City Manager

Buyer

Michael Carroll, Deputy City Manager

Print Legal Name (as you wish it to appear on final papers)

X

Buyer

Print Legal Name (as you wish it to appear on final papers)

SELLER'S RESPONSE: (Date/Time) 11/23/20, 2:00 ☐ A.M. ☒ P.M.

41. THE ABOVE TERMS OF SALE ARE (Check one) ☐ ACCEPTED AS OFFERED ☒ SUBJECT TO COUNTEROFFER NO. 112220A

Salesperson Name (print): Richard Stewart

Salesperson Phone: 269-217-0411 Fax: _____

Salesperson Email: Richard@2693457000.com

Seller Street Address: 828 Portage St

City: Kalamazoo State: MI Zip: 49001

X

Seller

Print Legal Name (as you wish it to appear on final papers)

X

Seller

Print Legal Name (as you wish it to appear on final papers)



**LAND CONTRACT ADDENDUM
TO AUTHORIZED BUY & SELL AGREEMENT
GREATER KALAMAZOO ASSOCIATION OF REALTORS®**

Form # LCA2005DATE 11/17/2020

THIS ADDENDUM is attached to and made a part of Buy and Sell Agreement # BSA2005 between the undersigned parties dated 11/17/2020 covering real estate located at 2005 W Milham, Portage, Michigan 49024
(Address or Legal Description)

1. **DUE ON SALE ENCUMBRANCE ON THE PROPERTY:** Seller represents that The Property is not currently or will not be at the time of closing encumbered by a mortgage containing a due on sale clause. **(IF THE PROPERTY IS CURRENTLY OR WILL BE AT THE TIME OF CLOSING ENCUMBERED BY A MORTGAGE CONTAINING A DUE ON SALE CLAUSE, NEITHER SELLER NOR BUYER SHOULD SIGN THIS AGREEMENT UNTIL ALL LEGAL ISSUES RELATING TO THE DUE ON SALE CLAUSE HAVE BEEN FULLY RESOLVED.)**
2. **LAND CONTRACT FORM GKAR 2012:** At closing, Buyer and Seller shall sign and deliver the GKAR 2012 LAND CONTRACT ("The Land Contract"). Buyer and Seller acknowledge they have received a blank copy of The Land Contract and have reviewed it to their satisfaction. Land Contract preparation costs shall be paid by Seller at closing.
3. **CREDIT REVIEW OF BUYER:** This Agreement is contingent upon Seller's review and acceptance of credit and financial information on Buyer. Buyer agrees to provide such information to Seller or Listing Broker within five (5) days of the last dated acceptance of this Agreement. Seller may rescind this Agreement by delivering written notice to Buyer or Selling Broker within ten (10) days of the last dated acceptance of this Agreement if Buyer has not furnished evidence acceptable to Seller, in Seller's sole discretion, of Buyer's credit and capacity to purchase The Property. Seller understands that the Brokers and Salespersons make no representations concerning Buyer's financial qualifications.
4. **DOWN PAYMENT:** Buyer shall pay Seller \$ 40,000.00 at closing upon execution of The Land Contract.
5. **INTEREST RATE:** The interest rate on all unpaid balances shall be 3.25 % percent per annum, computed monthly.
6. **LAND CONTRACT PAYMENTS:**
 - a. **Principal and Interest:** Buyer shall pay Seller \$ 854.00 per month in principal and interest. The first payment shall be due thirty (30) days after closing. Buyer shall also pay taxes and insurance as follows:
 - b. **Property Taxes & Hazard Insurance:** (check only one)

☐ (1) Buyer shall pay Seller monthly an amount equal to 1/12th of the estimated annual property taxes and hazard insurance in addition to the above noted Principal and Interest Payment. Seller shall pay property taxes and insurance after closing according to the terms of The Land Contract. **OR**

☒ (2) Buyer shall pay property taxes and insurance directly according to the terms of The Land Contract.
7. **BALLOON PAYMENT:** (If left blank, there is no Balloon Payment) Buyer shall pay the entire balance, which may require a balloon payment, within 5 years after closing.

BUYER Michael Carroll, Deputy City Manager
 BUYER

dotloop verified
11/17/20 4:43 PM EST
BRX1-XYVJ-MALS-1NEO

SELLER George Skiltonas
 SELLER



Ref # BAA2005



**BUYER AGENCY ADDENDUM TO THE AUTHORIZED BUY AND SELL AGREEMENT
OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS®
(DESIGNATED AGENCY OFFICE POLICY)**

This Addendum is attached to and made part of Buy and Sell Agreement #BSA2005 between the undersigned parties dated 11/17/2020, covering the real estate commonly known as 2005 W Milham Avenue, Portage, MI 49024.

THE PROVISIONS OF THIS ADDENDUM CHECKED BELOW SUPERSEDE ANYTHING IN THE ABOVE REFERENCED BUY AND SELL AGREEMENT ("THE AGREEMENT") TO THE CONTRARY. BUYER AND SELLER AGREE THAT PAYMENT OF BROKERAGE FEES SHALL NOT AFFECT THE AGENCY RELATIONSHIPS AS DISCUSSED BELOW:

☒ **SINGLE AGENCY (CO-OP TRANSACTION)**

AGENCY DISCLOSURE: Buyer and Seller acknowledge that:

1. Selling Licensee and Selling Broker are agents for Buyer; Selling Licensee and Selling Broker do not represent Seller;
2. Listing Licensee and Listing Broker are agents for Seller; Listing Licensee and Listing Broker do not represent Buyer;
3. Buyer and Seller have received and read the roles and responsibilities of Buyer's Agents and Seller's Agents as described in the REAL ESTATE AGENCY DISCLOSURE OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS®.

FEE: To help satisfy Buyer's obligation to Selling Broker, Seller agrees to pay Selling Broker a selling fee at closing. The selling fee shall be 3% of the purchase price or \$n/a. If the above fee differs from the amount offered through the MLS, Seller is advised to consult with Listing Broker to determine the effect, prior to signing this addendum. Seller agrees that the fee has been included in the purchase price and shall be distributed from Seller's proceeds to Selling Broker at closing.

☐ **DUAL AGENCY (IN-HOUSE TRANSACTION WHERE BUYER AND SELLER ARE REPRESENTED BY SEPARATE LICENSEES)**

AGENCY DISCLOSURE: Buyer and Seller acknowledge that:

1. _____ (Licensee) represents Buyer as Buyer's Designated Agent. Said Designated Buyer's Agent does not represent Seller;
2. _____ (Licensee) represents Seller as Seller's Designated Agent. Said Designated Seller's Agent does not represent Buyer;
3. Broker and any named Supervisory Broker(s) represent both Buyer and Seller as Disclosed Dual Agents.
4. Buyer and Seller have received and read the roles and responsibilities of Designated Agents and Disclosed Dual Agents as described in the REAL ESTATE AGENCY DISCLOSURE OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS®.

FEE: To help satisfy Buyer's obligation to Broker, Seller agrees to pay Broker a selling fee at closing. The selling fee (selling side only) shall be _____% of the purchase price or \$ _____. Unless amended in writing, said selling fee paid on behalf of Buyer shall be credited toward the brokerage fee owed Broker pursuant to the Listing Agreement between Seller and Broker.

☐ **DUAL AGENCY (IN-HOUSE TRANSACTION WHERE BUYER AND SELLER ARE REPRESENTED BY THE SAME LICENSEE)**

AGENCY DISCLOSURE: Buyer and Seller acknowledge that:

1. _____ (Licensee), Broker and named Supervisory Broker(s) are agents for both Buyer and Seller in this transaction;
2. Buyer and Seller have received and read the roles and responsibilities of Disclosed Dual Agents as described in the REAL ESTATE AGENCY DISCLOSURE OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS®.

FEE: To help satisfy Buyer's obligation to Broker, Seller agrees to pay Broker a selling fee at closing. The selling fee (selling side only) shall be n/a% of the purchase price or \$n/a. Unless amended in writing, said selling fee paid on behalf of Buyer shall be credited toward the brokerage fee owed Broker pursuant to the Listing Agreement between Seller and Broker.

Buyer: Michael Carroll, Deputy City Manager

dotloop verified
11/17/20 4:43 PM EST
BTGZ-IUQQ-IAEZ-B6YO

Buyer: _____

Seller: George Litoras See Addendum. 112220 A

Seller: _____

ANTI-FRAUD DISCLOSURE STATEMENT

There is a cyber crime affecting pending real estate transactions that is rapidly growing nationally. It is intended to divert funds due from you for your closing to the bank account of illegal scammers. These emails are convincing and sophisticated.

In the most common scenario, a criminal will hack into the email of someone involved in a pending real estate transaction (REALTOR®, lender, title/escrow agent, buyer or seller) and use that access to uncover details of the pending transaction, including the closing date. The buyer receives legitimate closing documents and wiring instructions via email from their buyer's agent. Soon thereafter, the same closing documents and different wiring instructions are received from the same agent. The buyer wires funds in accordance with the second set of wiring instructions only to find that the second email was fraudulent and DID NOT come from the agent. Of course, by the time this is discovered, the money that was transferred into the scammer(s) shell account is long gone.

It is always a best practice if you have any concerns, to stop and call via telephone to verify before you send out any wired funds. Do not send confidential information such as your social security number, credit card information, date of birth, bank account information via electronic methods. It is recommended this should be done in person or via telephone. However, if you receive wire instructions via email, always phone verify with the appropriate recipient that the information is legitimate and that the ABA, routing numbers, account numbers and/or SWIFT codes are correct.

Please be advised that your REALTOR® will not email you a request to wire money for any reason. That request will be directed to you by your title and settlement provider in conjunction with your final cash-to-close amounts.

ACKNOWLEDGMENT

By signing below, the parties acknowledge they have read the information in this anti-fraud disclosure statement and understand that the scenario and advice stated above is not all-inclusive.

<i>Michael Carroll, Deputy City Manager</i> dotloop verified 10/07/20 9:02 AM EDT IGAS-Q00M-TOOZ-PZXP	
Seller / <u>Buyer</u> (circle one)	Date

<i>George Hudson</i>	11/23/20
Seller / <u>Buyer</u> (circle one)	Date

TRANSACTION COORDINATOR

A Transaction Coordinator is a licensee who is not acting as an Agent of either the Seller or the Buyer, yet is providing services to facilitate a real estate transaction. The Transaction Coordinator is not an Agent for either party and therefore owes no fiduciary duty to either party. The activities of a Transaction Coordinator may include:

- Providing access to and showing of property
- Providing access to market information
- Providing assistance in the preparation of a buy and sell agreement
- Presenting a buy and sell agreement and any subsequent counter-offers
- Assisting parties in undertaking steps necessary to carry out the buy and sell agreement, such as execution of documents, obtaining financing, obtaining inspections, etc.

GENERAL CONSIDERATIONS

A real estate licensee does not have any expertise or responsibility in the following areas, and licensee recommends the parties seek assistance from professionals trained in these fields and other areas as the parties deem appropriate:

- | | | | | |
|---------------|-----------------------|-------------------------|---------------|-------------|
| • Appraisal | • Mechanical Systems | • Environmental Matters | • Tax Matters | • Law |
| • Engineering | • Hazardous Materials | • Structural Conditions | • Financing | • Surveying |

LICENSEE DISCLOSURE (check one or more as applicable)

I hereby disclose that the agency status I/we have with the Buyer or Seller below is:

- ☐ Seller's Agent
☐ Seller's Agent – Limited Service Agreement
☒ Buyer's Agent
☐ Buyer's Agent – Limited Service Agreement
☐ Dual Agent
☐ Transaction Coordinator (a licensee who is not acting as an Agent of either the Seller or the Buyer)

DESIGNATED AGENCY

A Buyer or Seller with a Designated Agency Agreement is represented only by the licensees specifically named in the agreement. Any licensees of the firm not named in the agreement do not represent the Buyer or Seller. The named "Designated Agent" acts solely on behalf of his or her Client and may only share confidential information about the Client with the licensee's Supervisory Broker who is also named in the agreement. A Supervisory Broker is one who assists and advises a Designated Agent for the benefit of the Agent's Seller or Buyer. Other licensees in the firm have no duties to the Buyer or Seller and may act solely on behalf of another party in the transaction.

Two Designated Agents from the same firm may each represent a different party in the same transaction or potential real estate transaction and shall not be considered Dual Agents. In such a transaction, however, the Broker is considered a consensual Dual Agent for purposes of that transaction. If the Designated Agent for one party in a transaction is also the Designated Agent for the other party in the transaction, the Designated Agent is considered a consensual Dual Agent for purposes of that transaction.

A Designated Agent's knowledge of confidential information of a Client is not imputed to any other licensee within the Designated Agent's firm unless the other licensee also has an agency relationship with the Client. A Designated Agent does not breach any duty or obligation owed to the Client by failing to disclose to the Client confidential information obtained through a present or prior agency relationship with a different client.

AFFILIATED LICENSEE DISCLOSURE (check one)

- ☒ DESIGNATED AGENT – Only the licensee's Broker and a named Supervisory Broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's Broker and all named Supervisory Brokers shall be considered consensual Dual Agents.
☐ ALL affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the Buyer or Seller before disclosure of any confidential information.

Sarah Huber
 Licensee
Bill Jueger
 Licensee

9.30.2020
 Date
Jacquie Realtor
 Broker (Member Office)

ACKNOWLEDGEMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information.

THIS IS NOT A CONTRACT. The Undersigned DOES ☒ DOES NOT have any agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as SELLER BUYER.

Michael Carroll, Deputy City Manager
 dotloop verified
 10/07/20 9:02 AM EDT
 XYGG-ZMEF-X3W4-UB1Q

Potential Seller/Buyer (circle one)
George Nickolas
 Potential Seller/Buyer (circle one)

11/23/20
 Date



Affiliated Business Arrangement Disclosure

To: City of Portage

Property: 2005 W Milham

From: Sarah Huber + Bill Ziegler
Agent, Jaqua Realtors

Date: 9.30.2020

This is to give you notice that the owners of Chuck Jaqua Realtor Inc. ("Jaqua") have a business relationship with, and/or an ownership interest in, the following companies:

- Jaqua has a 50% ownership interest in both Southwest Michigan Title Agency, LLC and Arcadia Insurance Services, LLC.
- Jaqua has a 49.9% ownership interest in Summit Home Mortgage, LLC.
- Jaqua has a business relationship with and ownership interest in Southwest Michigan Community Resources, LLC to provide referrals for moving companies or services related to home ownership and home maintenance.
- Jaqua has a business relationship with (but no ownership in) American Home Shield. Pursuant to a preexisting agreement, Jaqua will receive a modest fee when an American Home Shield warranty is purchased.

Because of these relationships, our referrals to these companies may provide the owners of Jaqua a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the finance, sale or to insure your home or title to your home. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Settlement Service	Estimated Cost																																
Arcadia Insurance Services, LLC	Homeowners Insurance	\$455-\$900 annually (For replacement cost insurance on a \$135,000 home.)¹ ¹Exact premiums will depend upon various factors, including but not necessarily limited to: (a) detail of coverage, age, size and construction material of dwelling; (b) deductible; (c) location of property; (d) use of dwelling; (e) other pertinent conditions. Other products are available.																																
Summit Home Mortgage, LLC	Loan Origination	Loan Discount Points: 0-3 % of loan amount depending on rate chosen Administrative Fee: \$225 Processing Fee: \$495-\$750 Underwriting Fee: \$0-\$300																																
Southwest Michigan Title Agency, LLC	Owners Title Insurance	<table><tr><th>Coverage</th><th>Owner's Basic</th><th>Owner's Extended</th><th>Loan Rate</th></tr><tr><td>\$1,000 (or fraction)</td><td>\$275</td><td>\$291.50</td><td>\$192.50</td></tr><tr><td>\$1,001 - \$50,000</td><td>\$5.25/\$1,000</td><td>\$5.77/\$1,000</td><td>\$3.15/\$1,000</td></tr><tr><td>\$50,001 - \$100,000</td><td>\$4.20/\$1,000</td><td>\$4.72/\$1,000</td><td>\$2.50/\$1,000</td></tr><tr><td>\$100,001 - \$200,000</td><td>\$3.67/\$1,000</td><td>\$4.20/\$1,000</td><td>\$2.20/\$1,000</td></tr><tr><td>\$200,001 - \$300,000</td><td>\$3.15/\$1,000</td><td>\$3.67/\$1,000</td><td>\$1.90/\$1,000</td></tr><tr><td>\$300,001 - \$1,000,000</td><td>\$2.62/\$1,000</td><td>\$2.88/\$1,000</td><td>\$1.60/\$1,000</td></tr><tr><td>Over \$1,000,000</td><td>\$2.10/\$1,000</td><td>\$2.36/\$1,000</td><td>\$1.25/\$1,000</td></tr></table>	Coverage	Owner's Basic	Owner's Extended	Loan Rate	\$1,000 (or fraction)	\$275	\$291.50	\$192.50	\$1,001 - \$50,000	\$5.25/\$1,000	\$5.77/\$1,000	\$3.15/\$1,000	\$50,001 - \$100,000	\$4.20/\$1,000	\$4.72/\$1,000	\$2.50/\$1,000	\$100,001 - \$200,000	\$3.67/\$1,000	\$4.20/\$1,000	\$2.20/\$1,000	\$200,001 - \$300,000	\$3.15/\$1,000	\$3.67/\$1,000	\$1.90/\$1,000	\$300,001 - \$1,000,000	\$2.62/\$1,000	\$2.88/\$1,000	\$1.60/\$1,000	Over \$1,000,000	\$2.10/\$1,000	\$2.36/\$1,000	\$1.25/\$1,000
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Over \$1,000,000	\$2.10/\$1,000	\$2.36/\$1,000	\$1.25/\$1,000																															
	Closing Services	\$400																																

ACKNOWLEDGMENT

I/we have read this disclosure and understand that Jaqua is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Michael Carroll Deputy City Manager
Signature Date

Date

Signature

Date

City of Portage
Print name

Print name



CHUCK JAQUA, INC. REALTORS® BUYER AGENCY AGREEMENT

EXCLUSIVE AUTHORIZATION TO LOCATE PROPERTY

(DESIGNATED AGENCY WITH LIMITED DUAL AGENCY)



Buyer(s): City of Portage Agreement Date: 9/30/2020
 Buyer(s)' Address: 7900 S. Westridge
Portage, MI 49002

1. **PURPOSE AND TERM.** Buyer appoints Chuck Jaqua Inc., Realtors® ("Jaqua Realtors®") as Buyer's exclusive agent to assist Buyer to locate, negotiate and secure property as described in Paragraph 2, and Jaqua Realtors® accepts the appointment. The parties agree that Jaqua Realtors® services shall be limited to: consulting with Buyer regarding the desirability of particular properties, the availability of financing, formulating acquisition strategies, negotiating purchase agreements and facilitating the details of the transaction. This agreement shall terminate at 11:59 p.m. on the closing of 2025.
2. **DESIRED PROPERTY.** Buyer desires to purchase, lease, option, exchange or otherwise acquire property meeting the following general criteria:

Type: ☐ Residential ☐ Residential Income ☒ Commercial ☐ Contract to Build
☐ Other _____

Preferred description and location: on Milham Avenue
 Preferred price range: \$ 100,000.00 to \$ 200,000.00
3. **ENTITLEMENT TO A BROKERAGE FEE.** Buyer agrees to pay Jaqua Realtors® a brokerage fee if any of the following occur:
 - A. During the term of this Agreement, Buyer purchases, leases or exchanges property of the general type described in Paragraph 2 above.
 - B. Within 12 months after the expiration of this Agreement (Protection Period), Buyer purchases, leases, or exchanges any property which, during the term of this agreement, Jaqua Realtors® or Buyer had negotiations relating to the property, or Jaqua Realtors® had shown or offered to show to Buyer or someone representing Buyer.
 - C. At any time in the future Buyer purchases any property of the general type described in Paragraph 2 which Buyer leased or on which an option was granted during the term of this Agreement.

This fee shall be deemed to be earned by Jaqua Realtors® at the time Buyer enters into a binding Buy and Sell Agreement, regardless of whether Jaqua Realtors® located, negotiated and/or secured said property ultimately purchased or leased by Buyer.
4. **COMPENSATION OF BROKER:** Buyer requests and Jaqua Realtors® agrees to seek compensation from the seller, the payment of which will satisfy Buyer's compensation obligation under this agreement. This may take the form of accepting the compensation offered by the listing broker. If the seller refuses to pay Jaqua Realtors® and Buyer still elects to purchase the property, Buyer shall be responsible for the compensation to be paid to Jaqua Realtors®. The compensation due Jaqua Realtors® at the closing of the transaction shall be as follows:
 - A. LISTED PROPERTIES: The sales brokerage fee offered through the listing broker, or 3.5% of the purchase price, whichever is greater, plus \$225
 - B. UNLISTED PROPERTIES: 5% of the purchase price plus \$225.
5. **JAQUA REALTORS' AGENCY RESPONSIBILITIES AND LIMITATIONS:** Jaqua Realtors®, named Supervisory Broker and Buyer's Designated Agent agree to negotiate on Buyer's behalf and take reasonable steps to preserve the confidentiality of information that Buyer has instructed Jaqua Realtors® in writing to keep confidential. Buyer understands and acknowledges, however, that Jaqua Realtors®, named Supervisory Broker and Buyer's Designated Agent have previously represented or may currently or in the future represent other clients, and have similar responsibilities to these other clients. For instance:

Past Clients: Buyer may consider property owned by a party that Jaqua Realtors®, named Supervisory Broker or Buyer's Designated Agent represented in the past. Buyer agrees that Jaqua Realtors®, named Supervisory Broker or Buyer's Designated Agent shall not be required to disclose confidential information concerning said party.

Current or Future Buyers: Buyer may consider property that is also under consideration by other buyers working with Jaqua Realtors®, named Supervisory Broker or Buyer's Designated Agent. Buyer agrees that Jaqua Realtors®, named Supervisory Broker or Buyer's Designated Agent shall not be required to disclose to Buyer interest in the same property by another buyer.

Imputed Knowledge: Imputed Knowledge is knowledge attributed to a person because of the person's legal responsibility for another's conduct even though the person does not have actual knowledge. Buyer agrees that information related to the seller, the Property, or the transaction known by other licensees shall not be imputed to the Designated Agent. Buyer further agrees that a Buyer's Designated Agent's knowledge of information relating to the seller, the Property or the transaction shall not be imputed to any other licensee affiliated with Jaqua Realtors®.
6. **OTHER TERMS:** 2005 W Milham Avenue, Pa

7. **RECEIPT, ACKNOWLEDGEMENT AND ACCEPTANCE:** This Agreement, including the terms and conditions which appear on the reverse side of this page, contains the entire terms and provisions of the Agreement between the parties. No modification of any of the terms of this Agreement shall be binding upon the parties unless said modification is in writing and signed by the parties. Buyer acknowledges that all terms have been reviewed, understood and accepted, and further acknowledges receipt of a copy of this Agreement. In the event any portion of this Agreement is found to be unenforceable, said clause shall be severed from the Agreement and the remainder of the Agreement shall remain in force and in effect.

This contract accepted by Sarah Huber + Bill Ziegler agent(s) for Jaqua Realtors® and Buyer's Designated Agent. Jaqua Realtors® further appoints Lee Crossley as Named Supervisory Broker. Jaqua Realtors® may appoint additional licensees as Buyer's Designated Agent(s). The original Buyer's Designated Agent and all additional Designated Agent(s) shall continue to represent Buyer for the duration of this Agreement.

Signature(s)
 Agent for Jaqua Realtors®: Sarah Huber Buyer: City of Portage
Bill Ziegler Print Name: Michael Carroll Deputy City Manager Name: _____
 Bus. Tel: _____ Bus. Tel: _____
 Other Tel: (850) 697-4867 Other Tel: _____
 Facsimile Tel: _____ Facsimile Tel: _____
 Email: shuber@jaquarealtors.com Email: _____



LEAD-BASED PAINT SELLER'S DISCLOSURE FORM



2005 W Milham Ave

Portage

MI 49024-1297

Street Address

City, Village, Township

State

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
or _____

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
or _____

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: _____

Date: 11/19/20

Seller Milonas Properties LLC

Seller George Milonas

II. Agent's Acknowledgment (initial)

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 11/19/20Agent Richard Stewart

Purchaser's Acknowledgment (initial)

(a) Purchaser has received copies of all information listed above.

(b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

(c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk or assessment or inspection of the presence of lead-based paint or lead-based paint hazards;
☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____

Date: _____

Purchaser Michael Carroll, Deputy City Manager

Purchaser

dotloop verified
11/24/20 1:11 PM EST
GBPZ-3ANI-BDAI-VE7K

FORM L-3 10/96

Seller's Disclosure Statement

Property Address 2005 W Milham Ave Portage MICHIGAN
Street City, Village or Township

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property.

unknown ☐ yes ☐ no ☒

If yes, please explain:

11. Flood Insurance: Do you have flood insurance on the property?

unknown ☐ yes ☐ no ☒

12. Mineral Rights: Do you own the mineral rights?

unknown ☐ yes ☐ no ☒

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?

unknown ☐ yes ☐ no ☒

2. Any encroachments, easements, zoning violations or nonconforming uses?

unknown ☐ yes ☐ no ☒

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?

unknown ☐ yes ☐ no ☒

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?

unknown ☐ yes ☐ no ☒

5. Settling, flooding, drainage, structural, or grading problems?

unknown ☐ yes ☐ no ☒

6. Major damage to the property from fire, wind, floods, or landslides?

unknown ☐ yes ☐ no ☒

7. Any underground storage tanks?

unknown ☐ yes ☐ no ☒

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?

unknown ☐ yes ☐ no ☒

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?

unknown ☐ yes ☐ no ☒

10. Any outstanding municipal assessments or fees?

unknown ☐ yes ☐ no ☒

11. Any pending litigation that could affect the property or the Seller's right to convey the property?

unknown ☐ yes ☐ no ☒

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from N/A (date) to (date).

The Seller has owned the property since APRIL OF 1999 (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller George Milonas Date 11/19/20
Milonas Properties LLC

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer Michael Carroll, Deputy City Manager Date _____ Time _____
dotloop verified 11/24/20 1:11 PM EST QVGW-20GA-ZYIL-DRFL

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

Seller's Disclosure Statement

Property Address 2005 W Milham Ave Portage MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific areas related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/ Systems/ Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/oven		✓		
Dishwasher				✓
Refrigerator		✓		
Hood/fan				✓
Disposal				✓
TV antenna, TV rotor & controls				✓
Electrical system		✓		
Garage door opener & remote control				✓
Alarm system				✓
Intercom				✓
Central vacuum				✓
Attic fan			✓	
Pool heater, wall liner & equipment				✓
Microwave				✓
Trash compactor				✓
Ceiling fan		✓		
Sauna/hot tub				✓

	Yes	No	Unknown	Not Available
Washer				✓
Dryer				✓
Lawn sprinkler system				✓
Water heater	✓			
Plumbing system	✓			
Water softener/ conditioner				✓
Well & pump			✗	✓
Septic tank & drain field			✓	
Sump pump				✓
City water system	✓			
Central air conditioning	✓			✓
Wall Furnace				✓
Humidifier				✓
Electronic air filter				✓
Solar heating system				✓
Fireplace & chimney				✓
Wood burning system				✓

Explanation (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes ☐ no ☒
If yes, please explain: _____
2. **Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown ☒ yes ☐ no ☐
3. **Roof:** Leaks? yes ☐ no ☒
Approximate age if known: _____
4. **Well:** Type of well (depth/diameter, age and repair history, if known): N/A
Has the water been tested? yes ☐ no ☒
If yes, date of last report/results: _____
5. **Septic tanks/drain fields:** Condition, if known: N/A
6. **Heating system:** Type/approximate age: BOILER (age unknown)
7. **Plumbing system:** Type: copper ☐ galvanized ☐ other UNKNOWN
Any known problems? NO
8. **Electrical system:** Any known problems? NO
9. **History of infestation,** if any: (termites, carpenter ants, etc.) NO

Buyer's Initials _____ Seller's Initials _____

Buyer's Initials

Page 1 of 2
Rev. 1/06
2005 W. Millham

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: First Watch Solutions Inc.

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

ACTION RECOMMENDED: Authorize the expenditure of \$136,139.24 for data collection, monitoring and analysis software to FirstWatch Solutions Inc., and authorize the City Manager to execute all documents on behalf of the city.

The Department of Public Safety - Fire Division collects and reports incident data as a requirement for the commission on Fire Accreditation International (CFAI). The collection of raw data grows exponentially and because the data comes from a variety of sources, it has become difficult to collect in a timely fashion and keep up with accreditation reporting requirements. Since obtaining agency accreditation in 2015, Fire Division staff have been searching for a software solution that can assist with the collection, sorting, analysis and real-time reporting of data in an efficient way that can be easily understood, without the need for manual manipulation, as is currently required. After extensive research, staff determined that FirstWatch is the only software that demonstrates this capability within one platform and requested a quote for these services. FirstWatch submitted a quote in the amount of \$136,139.24.

The FirstWatch software will allow for the collection, sorting, analysis and reporting function to be accomplished automatically and in real-time. In addition, data filters called “triggers” help monitor the department’s performance against defined operational objectives, as well as provide early warnings and automated alerts for incidents such as bomb threats, hazardous material incidents, structural fires, multi-casualty incidents and more. Implementing FirstWatch will address the lengthy collection and allow for immediate analysis of the data, while providing automatic triggers for supervisor notification, in real-time.

Recently, the Department of Public Safety engaged in a safety cost-savings measure through the purchase of tablets rather than MDT's in many of its fire rigs. This savings far outweighs the expenditure on this item. This FirstWatch software had been approved in the CIP process, but was paused due to COVID funding concerns. The recent savings will allow us to green light the purchase and improve efficiencies in the Fire Division.

It is recommended that City Council approve the expenditure in the amount of \$136,139.24, and authorize the City Manager to execute all documents on behalf of the city.

FUNDING: Funds are available for this expenditure in the current Capital Improvement Project 2020-21, account 400-3347-686.02.00-19FD03.

Attachments:

1. FirstWatch Single Source Letter 2020
2. FirstWatch Quote

December 2, 2020

Stacy French, Deputy Fire Chief
Portage Fire Department
7830 Shaver Rd
Portage MI 49024

Dear Chief French,

The real-time situational awareness, dashboarding, data analysis/visualization, biosurveillance (and automated alerting) software system; known as **FirstWatch** – which is currently deployed and in use by hundreds of EMS, Fire, Law Enforcement, 9-1-1 Communications Centers, Public Health and Homeland Security teams is only available from a single vendor: **FirstWatch Solutions, Inc.** Further, FirstWatch software is highly proprietary and is considered to be a confidential intellectual property trade secret of FirstWatch Solutions, Inc. (and Stout Solutions, LLC).

FirstWatch is Patented Intellectual Property (IP) in the United States (# 9,642,562), Canada (# 2495768), New Zealand (# 538348), as well as in Australia (# 2003298552). Therefore, no other party is authorized to perform (or provide) the various system support functions and ongoing maintenance responsibilities (i.e. development, code corrections, product updates and/or 24.7.365 technical support), as there is absolutely no outside access to the proprietary FirstWatch IP source code whatsoever. Thus, FirstWatch is the single source for not only the acquisition, deployment, data source interface(s) and installation of the FirstWatch software / system, but the ongoing support of and maintenance service required for the aforementioned FirstWatch software / system as well. Furthermore, no other party is authorized to provide FirstWatch system enhancements, add-ons or system enhancement modules, additional features, capacity or hardware upgrades for (or to) the core FirstWatch system functionality.

The FirstWatch software system is currently deployed and LIVE in more than 290 metro areas across the United States and Canada. As of the date of this letter; FirstWatch is in use by 500+ Public Safety, Public Health and Homeland Security agencies for situational awareness, operational & performance monitoring, clinical quality measurements, as well as health surveillance, bioterrorism and other early event detection.

In addition to the core real-time FirstWatch system functionality; FirstWatch has also developed proprietary, highly specialized industry leading innovations which are offered as add-on system enhancement modules. These FirstWatch modules are unique and only available from FirstWatch and are designed to provide very specific, proven functionality. Two such examples are the Online Compliance Utility (OCU) module, as well as the FirstPass system enhancement module.

The Online Compliance Utility (OCU) module was specifically designed to automatically monitor contractual compliance in near real-time via a FirstWatch interface into Computer-Aided Dispatch (CAD) data. The OCU is created using a rules-based approach based upon contractual requirements that allow both contracted EMS (or Fire) providers, as well as the administrative oversight agency to mutually review incidents with response times outside of the OCU parameters, using a secure web-based approach. Exemptions, Exceptions, as well as requests for additional information are handled within the secure OCU environment and submitted/reviewed on a daily or weekly (as needed) basis.

Likewise, the FirstPass module enhances the core FirstWatch system functionality by automatically reviewing every ePCR (electronic patient care report) created by paramedics (during a prehospital patient encounter) in real-time & identify deviations in the paramedics' patient treatment procedures when compared against evidence based medical protocols, procedures and directives. FirstPass ultimately improves the quality of care delivered to patients and mitigate potential risk by quickly identifying medic performance trends on high risk, low frequency emergency medical interventions, like; STEMI, Stroke, ACS/Cardiac, Trauma and Airway Management. FirstPass offers a workflow-driven process which provides continuous monitoring of electronic patient records to quickly identify outliers and provide real-time feedback and alerts about potentially

concerning protocol deviations, incomplete or missing ePCR data elements (documentation errors or omissions), as well as potentially urgent patient safety issues. No other product is capable of automatically consuming real-time ePCR data (from any ePCR vendor system) into the core FirstWatch system data interface to provide completely automated, real-time clinical QA/QI analysis & review. The FirstPass real-time QA/QI ePCR review process combined with the embedded work-flow tools helps medical directors and clinical QA/QI teams provide feedback to paramedics immediately after a patient encounter. Both the OCU & FirstPass modules are actively improving contractual compliance & paramedic performance (and patient outcomes) for numerous systems across the US and Canada.

Listed below are some of the exclusively unique benefits and demonstrated system functions which support the designation of FirstWatch as not only a single source product, but as a single source provider related to the FirstWatch real-time data analysis & automated early warning system and its various core and system enhancement components:

- **Alignment with Homeland Security Needs & Requirements:** According to FEMA, there are 2.3 million First Responders and 23 million people in their support, 25.3 million individuals involved in defense and support of the country's Public Safety and Public Health. The majority of the sites at which FirstWatch is currently deployed are located within a governmental (State, County or Local) agency of Law Enforcement, Fire Department, Emergency Medical Service, Office of Emergency Services (Management) or Public Health. As an automated, real-time Early Detection and Warning System (in existence since 1999), FirstWatch's scalable architecture and algorithmic abilities, continue to assist the agencies noted above (as well as their personnel and their support groups, large and small) across the US and Canada, in identifying threats to the welfare of the public and first responders alike.

FirstWatch helps to provide closure to Homeland Security Presidential Directive 8 (HSPD-8) Capability Gaps noted via the Homeland Security Authorized Equipment List- (AEL) #13 (IT) Terrorism Incident Prevention Equipment, specifically associated with the following items:

- o AEL # 13IT-00-ALRT: System, Alert/Notification;
- o AEL # 13IT-00-DACQ: Data Acquisition;
- o AEL # 13IT-00-DEXC: Data Exchange and Interoperability;
- o AEL # 13IT-00-DFSN: Data Fusion/Synthesis; and
- o AEL # 13IT-00-INTL: Systems, Intelligence Sharing.

FirstWatch is particularly well suited as a single or multi-faceted capability to the needs of Homeland Security related to the AEL items listed above and, in conjunction with that association, to the Target Capabilities List (TCL) of such items as...

- Information Gathering and Recognition of Indicators and Warnings
 - Intelligence and Information Sharing and Dissemination
 - Intelligence Analysis and Production
 - Epidemiological Surveillance and Investigation
 - Disaster Planning and Preparedness
 - Medical Surge and System Busy
- **Proven Ability to Integrate and Aggregate:** Only FirstWatch is designed to monitor disparate (or similar) data sources and data types, for Public Safety and Public Health from: 9-1-1 Phone and Computer Aided Dispatch (Police, Fire and EMS CAD) systems, to Electronic Patient Care Records (ePCR) systems, to Records Management (RMS) systems, to ProQA (algorithmic expert / telephonic triage) systems for EMS, Fire & Police, as well as Hospital Emergency Data (ED) systems, Nurse Call Triage data systems and Poison Control Center data among others. Whether the emergency situation is related to natural disaster, bioterrorism, or COVID-19, Ebola, Heroin/Opioid OD, SARS, MERS, or

even H1N1/ILI Flu - FirstWatch is designed to offer aggregated, real time data analysis, data visualizations and automated alerts to authorized stakeholders at the local, state or federal level.

- **Scalable System Design:** Only FirstWatch allows the addition of other data sources / data systems into “existing” deployed (“live”) FirstWatch systems. Real Time data from other FirstWatch customers may also be easily aggregated together (if authorization is provided and Triggers are available), to create a larger regional or statewide FirstWatch Network; for example, during the Ebola Outbreak of 2014, when FirstWatch provided Ebola Triggers to our existing customers in 80 metro areas (at no charge) to help protect First Responders and Citizens alike.
- **Exclusive Embedded Interface to FirstWatch within ProQA Software:** Only FirstWatch has partnered with Priority Dispatch Corporation (PDC) & International Academies of Emergency Dispatch (IAED) to create an “embedded FirstWatch interface” which is designed to enable real-time analysis of ProQA data for Emerging Infectious Disease, CBRNE, as well as for ProQA EMS, Fire and Law Enforcement Dispatch Driven Protocols and algorithms. The “embedded FirstWatch interface” can be located within Paramount in the “Admin Utility” or within legacy ProQA within the “Configuration Utility” (ProQA versions 3.4.1.41 (or newer)). FirstWatch is the **ONLY** real-time data monitoring & analysis (software) program in the world to seamlessly interface with ProQA (or their newest version; Paramount) to provide FirstWatch analytics & automated alerting functionality to mutual ProQA/Paramount/FirstWatch customers.
- **Experience with 9-1-1 / Public Safety (CAD, ProQA, Phone, ePCR, RMS) Data:** FirstWatch team members have more than 300 years of Public Safety experience collectively. Additionally, FirstWatch has more than 250 years of combined Public Safety software development experience. Since 1999 FirstWatch has been actively analyzing and aggregating 9-1-1 / Public Safety.
- **Automated, Real-Time Analysis & Alerting:** Only FirstWatch offers automatic analysis in real-time, from disparate Public Safety software platforms – to date more than (120) different vendor and home-grown systems have been interfaced with FirstWatch. The flexibility of the system offers user defined data analysis criteria, as well as offering new and innovative algorithms and algorithmic methodologies for real time data analysis and automated alerting.
- **Capacity:** Only FirstWatch analyzes and aggregates about **140,000** real time public safety records daily – on average one new record is analyzed every .08 seconds (that’s over 50,000,000 annually) **and the FirstWatch annual record volume grows, as new deployment sites go live.** To date, FirstWatch has processed more than **330 Million** public safety records (in real time) benefiting Public Safety, Public Health and Homeland Security teams across the US & Canada.
- **Existing LIVE Systems:** Only FirstWatch has LIVE systems deployed in 35 of the top 50 metro areas (by population) across the USA.

We hope the information provided above will help your team establish FirstWatch as the single source provider of not only the FirstWatch system itself, but also system enhancements, modules, maintenance and support for the FirstWatch system as well. If you have any other questions please let us know and we’d be happy to provide whatever additional information you may require. Thank you.

Respectfully,

Marc

Marc Baker, Partner & Vice President
FirstWatch Solutions, Inc.
760.658-9848
mbaker@firstwatch.net

FirstWatch Solutions, Inc.

1930 Palomar Point Way, Suite 101
Carlsbad, California 92008 USA
Phone: 760-943-9123 Fax: 760-268-0922
Attn: Dave Amaya, Regional Manager (Ph Ext 287)



**New System
Quote**

Customer Information:

Name: **Stacy French, Deputy Fire Chief**
Organization: **Portage Public Safety Fire Division**
Address: **7830 Shaver Road**
City, ST Zip: **Portage Fire, MI 49024**
Phone: **269-329-4482**
Email: **frenchs@portagemi.gov**

Quote Information:

Date: **12/3/2020**
Expiration Date: **6/1/2021**
Call Volume: **10,000**

Qty	Description	Unit Price	Item Total
FirstWatch System (FW) w/ Primary Data Source 1 (DS1) - New World CAD			
1	(DS1) System License	\$11,642.00	\$11,642.00
1	(DS1) Annual Support & Maintenance	\$2,561.24	\$2,561.24
1	(DS1) Data Source Integration	\$7,500.00	\$7,500.00
1	Installation / Configuration	\$2,500.00	\$2,500.00
1	Training / Trigger Consultation / Project Mgmt.	\$9,500.00	\$9,500.00
	Sub-total		\$33,703.24
Data Source 2 (DS2) - ImageTrend Elite ePCR (Data Mart)			
1	(DS2) System License	\$8,150.00	\$8,150.00
1	(DS2) Annual Support & Maintenance	\$1,793.00	\$1,793.00
1	(DS2) Data Source Integration	\$7,500.00	\$7,500.00
	Sub-total		\$17,443.00
Data Source 3 (DS3) - ImageTrend Elite Fire RMS			
1	(DS3) System License	\$8,150.00	\$8,150.00
1	(DS3) Annual Support & Maintenance	\$1,793.00	\$1,793.00
1	(DS3) Data Source Integration	\$7,500.00	\$7,500.00
	Sub-total		\$17,443.00
Triggers & Report Development			
20	Included Standard FirstWatch Triggers	Included	Included
20	Standard FirstWatch Triggers	\$400.00	\$4,000.00
20	Standard FirstWatch Triggers Annual Support & Maintenance	\$200.00	\$2,000.00
40	Customized FirstWatch Reports Development (hours)	\$200.00	\$8,000.00
40	Customized FirstWatch Reports Annual Support & Maintenance	\$44.00	\$1,760.00
	Sub-total		\$15,760.00
Interactive Data Visualization Module (IDV)			
1	Included IDV Module (To be added to any single Trigger)	Included	Included
	Sub-total		\$0.00
Performance Plus Module (PP)			
1	Performance Plus Module (100 Sub-Triggers per Module)	\$2,500.00	\$0.00
1	Performance Plus Annual Support & Maintenance	\$550.00	\$550.00
	Sub-total		\$550.00
FirstPass Module (FP)			
1	FirstPass Module w/Protocol & Reporting Bundle (Requires ePCR data source)	\$30,000.00	\$30,000.00
1	FirstPass Annual Support & Maintenance	\$6,600.00	\$6,600.00
0	Additional FirstPass Add-on Agency	\$5,000.00	\$0.00
0	Additional FirstPass Add-on Agency Annual Support & Maintenance	\$1,100.00	\$0.00
0	Additional Custom Protocols (beyond the basic bundle)	\$1,500.00	\$0.00
0	Additional Custom Protocols Annual Support & Maintenance	\$330.00	\$0.00
	Sub-total		\$36,600.00
Fire Operations & Accreditation Module (FOAM)			
1	FOAM Module	\$12,000.00	\$12,000.00
1	FOAM Module Annual Support & Maintenance	\$2,640.00	\$2,640.00
	Sub-total		\$14,640.00
	Total of Items Above		\$136,139.24

FirstWatch offers the following payment options choices for your consideration

Option #1 - 'Software as a Service' Payments

New System 'Software as a Service' Start-up Services & 1st Month Subscription Fee - Total:	\$54,249.95
Monthly Subscription Fee:	\$3,083.29

- OR -

Option #2 - Payment of All Year One Fees

New System (Payment of All Year One Fees) - Total:	\$136,139.24
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Estimated Annual Support & Maintenance beyond Year 1 (not applicable to Software as a Service option above)

Estimated Annual Support & Maintenance for Year 2 (based on a 3% annual increase):	\$20,288.16
Estimated Annual Support & Maintenance for Year 3 (based on a 3% annual increase):	\$20,896.80
Estimated Annual Support & Maintenance for Year 4 (based on a 3% annual increase):	\$21,523.71
Estimated Annual Support & Maintenance for Year 5 (based on a 3% annual increase):	\$22,169.42

Please see Page 2 for Additional Information

Thank you for the opportunity to present this quote.

To authorize FirstWatch to proceed with proposed enhancements, please send PO or signed copy (all pages) back to:
Fax - Sales @ (760) 268-0922 or Email - damaya@firstwatch.net

Accepted: _____

Title: _____

Date: _____

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: S. Westnedge Avenue Microsurfacing Project - Bid Tabulation

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Award a contract to perform engineering services for the microsurfacing of South Westnedge Avenue from Mall Drive to Trade Centre Way to Fleis & Vandenbrink of Kalamazoo, Michigan, in the amount not-to-exceed \$96,500 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The FY 2020–2021 Capital Improvement Program budget contains funding for the Major Street Program engineering services. Major street projects are selected based on pavement condition, average daily traffic, federal aid eligibility, as well as potential development activities. The South Westnedge Avenue Microsurfacing Project includes microsurfacing of the existing roadway from Mall Drive to Trade Centre Way, replacement of approximately 2,325 feet of 4' wide sidewalk with 5' wide sidewalk and landscaping improvements. Microsurfacing is a protective seal coat which extends the life of pavement. It is a tough layer of asphalt emulsion blended with finely crushed stone for traction. This is a cost-effective method to renew the road surface and seal minor cracks and other irregularities, while prolonging the life of the pavement.

The South Westnedge Avenue Microsurfacing project has been approved by the Kalamazoo Area Transportation Study Policy Committee for federal funding. In total, the project cost is \$725,000. Federal funds in the amount of \$200,000 have been approved to assist in financing this project. The city share includes \$150,000 financed through the Sidewalk Fund and the remaining \$375,000 will be financed through the Municipal Street Fund.

On December 3, 2020, five proposals were received for design and construction engineering services for the South Westnedge Avenue Microsurfacing project. Based on review of the proposals, staff has determined that the proposal from Fleis & Vandenbrink of Kalamazoo, MI in the amount of \$96,500 best fits the needs of the project. Fleis & Vandenbrink is prequalified in more than 30 categories with the Michigan Department of Transportation and has significant experience with their policies and procedures.

It is recommended that City Council award a contract to Fleis & Vandenbrink to perform engineering services for the South Westnedge Avenue Microsurfacing project from Mall Drive to Trade Centre Way in the amount not-to-exceed \$96,500 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funds are included in the 2020-2021 Capital Improvement Program Budget.

Attachments: 1. South Westnedge Microsurfacing - Bid Tabulation

**SOUTH WESTNEDGE AVENUE MICROSURFACING
PROFESSIONAL ENGINEERING SERVICES
PROPOSAL TABULATION**

<u>Bidder</u>	<u>Bid</u>
Fleis & VandenBrink 4798 Campus Drive Kalamazoo, MI 49008	\$96,500.00
Orchard, Hiltz & McCliment, Inc. dba OHM Advisors 75 S. 20th St - Ste 1002 Battle Creek, MI 49015	\$110,100.00
Abonmarche Consultants, Inc. 95 West Main Street Benton Harbor, MI 49022	\$130,800.00
The Mannik & Smith Group, Inc. 1345 Monroe Ave, NW - Ste 269 Grand Rapids, MI 49505	\$160,825.00
Wightman & Associates, Inc. 1670 Lincoln Road Allegan, MI 49010	\$166,990.00

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Midwest Fastener Corporation PA 198 Application - 9031 Shaver Road

SUPPORTING PERSONNEL: Chris Forth, Deputy Director of Planning, Development and Neighborhood Services
Meshia Rose, Director of Assessing
Erica Eklov, City Clerk

ACTION RECOMMENDED: Accept the application for an industrial tax abatement from Midwest Fastener for property located at 9031 Shaver Road, and adopt Resolution No. 1-20 establishing a public hearing to: 1) establish Industrial Development District No. 93 and 2) set a hearing for an Industrial Facilities Exemption Certificate at 9031 Shaver Road on January 12, 2021.

Attached is a request from Midwest Fastener to establish Industrial Development District (IDD) No. 93 at 9031 Shaver Road and an associated PA 198 tax abatement application for a 9-year real property tax abatement. As indicated in the application materials, Midwest Fastener performs manufacturing, assembly, and packaging of a variety of fasteners, which are then distributed to the international hardware and retail market.

Midwest Fastener is currently seeking to establish the company's global headquarters and optimize their distribution and logistics network after acquiring an Ohio-based competing manufacturer and distributor. This company has similar departments to Midwest Fastener and plans to gradually merge these redundant departments together in one facility. In order for this merger to occur, an expansion of the Portage facility is necessary. The Midwest Fastener expansion project includes three phases. The first consists of a 5,000-square-foot break room and a new 133 off-street parking lot. Construction is expected to commence in spring 2021. The second phase involves construction of a 12,400-square-foot office addition with construction to begin in fall 2021. The third and final phase is a 110,000-square-foot warehouse expansion on the south side of the existing building. This phase is planned for completion in 2023.

For the purposes of this PA 198 application, the applicant is proposing to combine the first two phases. Midwest Fastener has requested an abatement for real property improvements for the addition/expansion that total \$2,798,260. Midwest Fastener has also advised that an additional

\$200,000 in personal property investments will be invested; however, these improvements are considered Eligible Manufacturing Personal Property (EMPP) and are exempt from local taxation. The total level of investment, including real and personal property improvements, is nearly \$3 million. The total level of real property investment is \$2,798,260 and is expected to result in the retention of 120 jobs and the creation of 30 new jobs within two years.

Included in the application materials is a map illustrating the location of the immediate development project along with a map outlining the proposed boundary of IDD No. 93. In addition to the real and personal property investment included in the tax abatement application, Midwest Fastener will retain 120 full-time equivalent employees, and create 30 new jobs within two years of completing phases 1 and 2. The applicant indicates the average annual salary of the newly-created jobs will be \$63,000.

The adopted City of Portage Industrial Tax Abatement Incentive Policy states the term for an Industrial Facilities Exemption Certificate involving real property is up to six years. Council may grant one additional three-year period if the applicant meets one of several criteria. One of the criteria involves the creation of at least 25 new jobs all of which will have an annual salary above 80% of the Kalamazoo County Area Median Income for a one-person household, which is \$42,250. Midwest Fastener has indicated that at least 25 of the 30 new jobs that will be created within two years of project completion will have an average annual salary of \$42,250. Consequently, Midwest Fastener is eligible for an additional three-year abatement period for a total of nine years.

The City Administration will finalize the review of the application and prepare the analysis for City Council consideration during the proposed public hearing on January 12, 2021. As such, it is recommended that City Council accept the application for an industrial tax abatement from Midwest Fastener for property located at 9031 Shaver Road, and adopt Resolution No. 1-20 establishing a public hearing to 1) establish Industrial Development District No. 93 and 2) set a hearing for an Industrial Facilities Exemption Certificate at 9031 Shaver Road on January 12, 2021.

FUNDING: N/A

- Attachments:**
1. Midwest Fasteners IDD #93 Application
 2. IDD #93 legal description
 3. IDD #93 site map
 4. Resolution No. 1
 5. Exhibit A - Legal Notice

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Midwest Fastener Corp	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 4225	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 9031 Shaver Road, Portage, MI 49024	1d. City/Township/Village (indicate which) Portage	1e. County Kalamazoo
2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment	3a. School District where facility is located Portage	3b. School Code 39140
4. Amount of years requested for exemption (1-12 Years) 9		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

We have a 3 phase construction project planned for 9031 Shaver Road. This application focuses on the first 2 phases: Breakroom and office. The warehouse breakroom is 5000 sq ft and includes a 133 space parking lot. The office addition totals 12,400 sq ft. Please see the attached letter and quotes from contractor.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>\$2,798,260</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>\$200,000</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>\$2,998,260</u> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	<u>12/01/2020</u>	<u>05/25/2021</u>	▶ ☒ Owned ☐ Leased
Personal Property Improvements ▶	<u>05/25/2021</u>	<u>02/25/2022</u>	▶ ☒ Owned ☐ Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. 120	10. No. of new jobs at this facility expected to create within 2 years of completion. 30
---	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District	
12b. Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Luke DeVries	13b. Telephone Number (269) 327-6917	13c. Fax Number (269) 327-9798	13d. E-mail Address luketd@mwf.net
14a. Name of Contact Person Luke DeVries	14b. Telephone Number (269) 327-6917	14c. Fax Number (269) 327-9798	14d. E-mail Address luketd@mwf.net
▶ 15a. Name of Company Officer (No Authorized Agents) Luke DeVries			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number (269) 327-9798	15d. Date 11/16/2020
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 9031 Shaver Road, Portage, MI 49024		15f. Telephone Number (269) 327-6917	15g. E-mail Address luketd@mwf.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.			
16c. School Code			
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.)

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability.

The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: **www.legislature.mi.gov/**. For more information and Frequently Asked Questions, visit **www.michigan.gov/propertytaxexemptions**.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.



December 4, 2020

Christopher Forth, AICP
Interim Director
City of Portage Department of Community Development
7900 South Westnedge Avenue
Portage, MI 49002

Dear Mr. Forth,

Please accept this letter in reference to Midwest Fastener Corps' request for a P.A. 198 abatement from the City of Portage. Midwest Fastener, located at 9031 Shaver Road, was founded in Portage in 1967. A private, family-owned corporation, Midwest Fastener is committed to upholding the highest standard of customer service, innovation, quality, product customization, and merchandizing; this commitment has led to sustained growth and a steady increase of our customer base.

With ongoing adherence to our core values, Midwest Fastener is currently seeking to establish our company's Global Headquarters and optimize our distribution and logistics network throughout the country and beyond. This July, Midwest Fastener acquired an Ohio manufacturer and distributor of a variety of hardware products, including signs, keys, letters and numbers for the hardware industry. This acquisition enables Midwest Fastener to cement our status as a global manufacturer and distributor of a variety of quality hardware, with a new focus on the development of new products, R&D, innovation, supply chain optimization, sales support, and leadership in our market.

Today, Midwest Fastener:

- Employs over 160 sales and service professionals located in the USA, Mexico, the Caribbean, and Canada
- Operates 8 Distribution, Manufacturing, Packaging, and HQ facilities located in the United States and Mexico
- Manages over 75,000 SKUs, with a full suite of merchandising, equipment, and in-store support
- Invests in ongoing innovation and advanced technologies in order to optimize supply chain and expedite service

In addition to our Kalamazoo facility, Midwest Fastener operates a 118,000 square foot manufacturing and packaging facility in nearby Decatur, Michigan. This operation employs almost 200 people and features the manufacture, assembly, and packaging of a variety of fasteners. These fasteners are then distributed to the international hardware retail market. Examples would include: deck and drywall, lag, carriage, and small screws. Many of our displays are manufactured and assembled in both the Decatur and Kalamazoo Facilities.

In Ohio, Midwest Fastener operates a modern, custom-built facility on 23 acres, which houses manufacturing and warehousing. This operation, employing 120, features an architecturally designed structure that can be easily expanded to accommodate future growth; state of the art manufacturing equipment; and streamlined processes that increase efficiencies and ensure quality control.

As our company considers the establishment of our Global Headquarters and expands to accommodate projected growth, Midwest Fastener is exploring a three-phase expansion at our Portage location. The 1st phase provides a new warehouse breakroom as well as a parking lot with significant capacity for future expansion. This phase could begin construction as early as spring of 2021. The 2nd phase will be a 12,400 sq ft office expansion on the north side of the existing building. This office expansion is tentatively scheduled to begin construction in the fall of 2021. Finally, the 3rd phase will be a 110,000 sq ft warehouse expansion on our south side. This warehouse expansion will incorporate the latest logistical technologies and will be our largest expansion too date. We foresee this expansion occurring in 2023.

We are appreciative of the support from the City of Portage to date, and an Industrial Facilities Tax Exemption under Public Act 198 would prove instrumental to our ongoing success and continued growth.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Luke DeVries', with a large, stylized loop at the end.

Luke DeVries

Treasurer

Christopher Forth

From: Luke DeVries <LukeD@mwf.net>
Sent: Wednesday, November 25, 2020 1:39 PM
To: Christopher Forth
Cc: Stephen DeVries; bdrost@southwestmichiganfirst.com
Subject: RE: Midwest Fasteners Tax Abatement Application
Attachments: 2020.11.25 Midwest Fasteners Site Plan Sealed 8.5x11.pdf; 2020.11.25 Midwest Fasteners Site Plan Sealed.pdf; Environmental Compliance Statement 1.pdf

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hi Chris,

Thanks for getting back with us so quickly. Attached are the documents you have requested regarding the site plan and EPA statement. I included 8-1/2 x 11 as well as 24 x 36 sized editions of the site plan. In regards to the 9 year abatement \$42,250 salary requirement, we confirm that this is the case. As you know, with all the Covid restrictions and uncertainty, its hard to predict exactly but this is our expectation.

Have a nice Thanksgiving and don't hesitate to reach out with additional questions.

Regards,

Luke

From: Christopher Forth [mailto:forthc@portagemi.gov]
Sent: Tuesday, November 24, 2020 11:22 AM
To: Luke DeVries <LukeD@mwf.net>; Stephen DeVries <steved@mwf.net>
Cc: Meshia Rose <rosem@portagemi.gov>; William Furry <wfurry@portagemi.gov>; Lauren VanderVeen <vandervl@portagemi.gov>
Subject: Midwest Fasteners Tax Abatement Application

Luke/Steve:

A preliminary review of the application has been completed by the City Administration. Based on this review the following comments are provided:

1. Per the City of Portage Tax Abatement Policy, the following is provided:
 - The legal description, site plan and survey of the proposed district (on 8-1/2 inch by 11 inch paper), which will conform to the outer perimeter of the building foundation and site improvements necessary for the operation of the facility (including access drives, off-street parking and loading areas, water, sanitary sewer and storm water facilities) needs to be included with the application.
 - Notarized statement that the company is in compliance with applicable environmental requirements and whether or not the company is under enforcement action by the Michigan DEQ (now known as EGLE) or US EPA needs to be provided.
 - The application indicates you're requesting a 12 year abatement period. However, and based on the level of investment, Midwest Fasteners qualifies for a 6 year abatement period unless you meet or exceed one of the criteria in items 4 and/or 5 in the abatement policy. Based on information contained in your application,

it appears you could be eligible for an additional 3 year period (total of 9 years) if at least 25 of the 30 new jobs pay an annual salary of at least \$42,250 (80% AMI for a one person household). You've indicated the average annual salary of all 30 new jobs will be \$63,000. To qualify for the additional 3 year period, please confirm that the annual salary for at least 25 of the 30 new jobs will be at least \$42,250. Finally, please note the policy allows an applicant to apply for one additional 3 year period during the last year of this abatement period if the project exceeds the number of jobs and/or level of investment.

I emailed to you a copy of the policy on October 21st and we discussed it during our Zoom call later that day. If you have further questions about the policy please don't hesitate to contact me. I know we want to keep this application moving forward as quickly as possible.

If you have any other questions, please contact me at your earliest convenience.

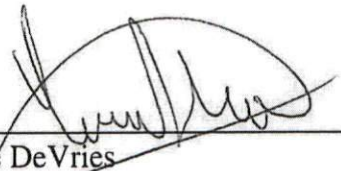
Christopher Forth, AICP
Interim Director
City of Portage Department of Community Development
7900 South Westnedge Avenue
Portage, Michigan, 49002
Direct dial: 269.329.4474
www.portagemi.gov

CONFIDENTIALITY: Pursuant to the Electronic Communications Privacy Act of 1986, 18 U.S.C. Sec. 2510, et seq. (the "ECPA"), notice is given that the information or documents in this electronic message are legally privileged and confidential information, intended only for the use of the individual or entity to whom it is sent. If you are not the intended recipient, please be aware that any disclosure, distribution, use or copying of the contents of this message is prohibited. If you have received this message in error, notify the sender immediately by return mail or contact helpdesk@portagemi.gov and delete this message and any attachments from your system. Thank you.

Environmental Compliance Statement

Midwest Fastener Corp is in compliance with all applicable environmental requirements and is not under investigation or any enforcement action by the Michigan Department of Environment, Great Lakes, and Energy or the US Environmental Protection Agency.

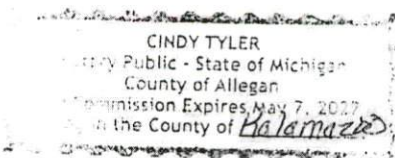
Dated this the 25th day of November, 2020

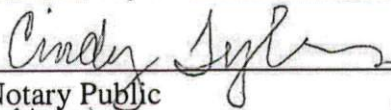


Luke DeVries

I, Cindy Tyler, a Notary Public in and for said County and State first above written, do hereby certify that, Luke DeVries personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by hand and Notary Seal this 25 day of November, 2020





Notary Public
Michigan, County Kalamazoo
Acting in Kalamazoo County
My Commission expires: 5/07/2027

**MIDWEST FASTENERS - LEGAL DESCRIPTION OF NORTH
INDUSTRIAL DEVELOPMENT DISTRICT**

**DECEMBER 4, 2020
(PROJECT 204259)**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00° 40' 12" WEST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 28 A DISTANCE OF 51.36 FEET; THENCE NORTH 89° 19' 48" WEST PERPENDICULAR TO SAID NORTH AND SOUTH QUARTER LINE 489.68 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 00° 48' 58" WEST 30.59 FEET; THENCE EAST 9.74 FEET; THENCE SOUTH 00° 04' 11" WEST 33.72 FEET; THENCE SOUTH 87° 54' 45" WEST 21.09 FEET; THENCE SOUTH 00° 48' 58" WEST 88.91 FEET; THENCE NORTH 89° 11' 02" WEST 206.81; THENCE NORTH 00° 49' 06" EAST 60.00 FEET; THENCE NORTH 04° 35' 53" EAST 33.46 FEET; THENCE NORTH 00° 14' 42" EAST 16.97 FEET; THENCE NORTHWESTERLY 5.53 FEET ON A 5 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31° 25' 04" WEST 5.25 FEET; THENCE NORTHWESTERLY 45.22 FEET ON A 102.39 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 75° 44' 01" WEST 44.85 FEET; THENCE NORTH 00° 48' 58" EAST 28.91 FEET; THENCE SOUTH 89° 11' 02" EAST 262.07 FEET TO THE POINT OF BEGINNING. CONTAINING 0.79 ACRES MORE OR LESS.

**MIDWEST FASTENERS - LEGAL DESCRIPTION OF SOUTH
INDUSTRIAL DEVELOPMENT DISTRICT
DECEMBER 4, 2020
(PROJECT 204259)**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00° 40' 12" WEST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 28 A DISTANCE OF 327.75 FEET; THENCE NORTH 89° 19' 48" WEST PERPENDICULAR TO SAID NORTH AND SOUTH QUARTER LINE 501.27 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 00° 48' 58" WEST 89.50 FEET; THENCE NORTH 89° 11' 02" WEST 82.50 FEET; THENCE SOUTH 00° 48' 58" WEST 169.00 FEET; THENCE NORTH 89° 11' 02" WEST 227.90 FEET; THENCE NORTH 31° 05' 07" WEST 14.40 FEET; THENCE SOUTH 70° 33' 30" WEST 53.30 FEET; THENCE SOUTH 42.61 FEET; THENCE WEST 130.68 FEET; THENCE NORTH 82.44 FEET; THENCE EAST 167.61 FEET; THENCE NORTH 31° 05' 07" WEST 85.04 FEET; THENCE NORTH 77° 13' 33" WEST 36.12 FEET; THENCE NORTH 30° 25' 32" WEST 58.98 FEET; THENCE NORTH 87° 41' 00" EAST 87.14 FEET; THENCE SOUTH 89° 11' 02" EAST 240.00 FEET; THENCE NORTH 00° 48' 58" EAST 5.00 FEET; THENCE SOUTH 89° 11' 02" EAST 29.50 FEET; THENCE NORTH 00° 48' 58" EAST 84.50 FEET; THENCE SOUTH 89° 11' 02" EAST 86.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.58 ACRES MORE OR LESS.

THICKENED EDGE SIDEWALK

CURB AND GUTTER, CONC. DET F2 (TIP OUT)

CONC PARKING BLOCK

SIDEWALK, CONC., 4 INCH

CONC PAVT, NONFRIENG 6 INCH +
PLACE 6' X 6' SQUARE AROUND ALL PROPOSED
CATCH BASINS IN PAVED PavEMENT

SIGN, TYPE IBA - R 7-4, ADA RESERVED PARKING

SIGN, TYPE IBA - R 7-4, ADA RESERVED PARKING

PAV'T MARKING, WATERBORNE, FOR REST AREAS,
PARKS, & LOTS, 4" BLUE - SOLID

PAV'T MARKING, WATERBORNE, FOR REST AREAS,
PARKING LOTS, 4" BLUE - SOLID

PAV'T MARKING, WATERBORNE, FOR REST AREAS,
PARKS, & LOTS, 4" YELLOW - SOLID (TYP OF ALL
PAV'T MARKING SHALL BE 4" HIGH AND 4" WIDE)

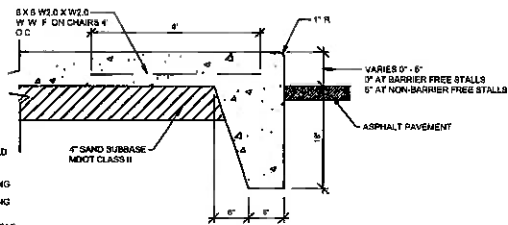
PAV'T MARKING, WATERBORNE, FOR REST AREAS,
PARKS, & LOTS, 4" BLUE - SOLID

ACCESSIBLE SYMBOL

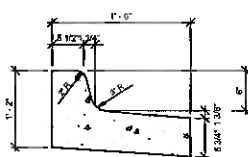
SURFACE WITH ADEQUATE BASE, 6 INCH, 22%
200MESH HMA, LVSP, LEVELING;
AND 160MSHD HMA, LVSP, TOP SAWCUT AND
REMOVE EXISTING PAVEMENT WHERE NECESSARY

DENOTES CONCRETE ITEMS
THICKENED EDGE SIDEWALK
SIDEWALK, CONC.
CONC PAVT, NONFRIENG 6 INCH
SIDEWALK RAMP, CONC, 4 INCH

EXISTING HMA DRIVE



CURB & GUTTER - THICKENED EDGE SIDEWALK

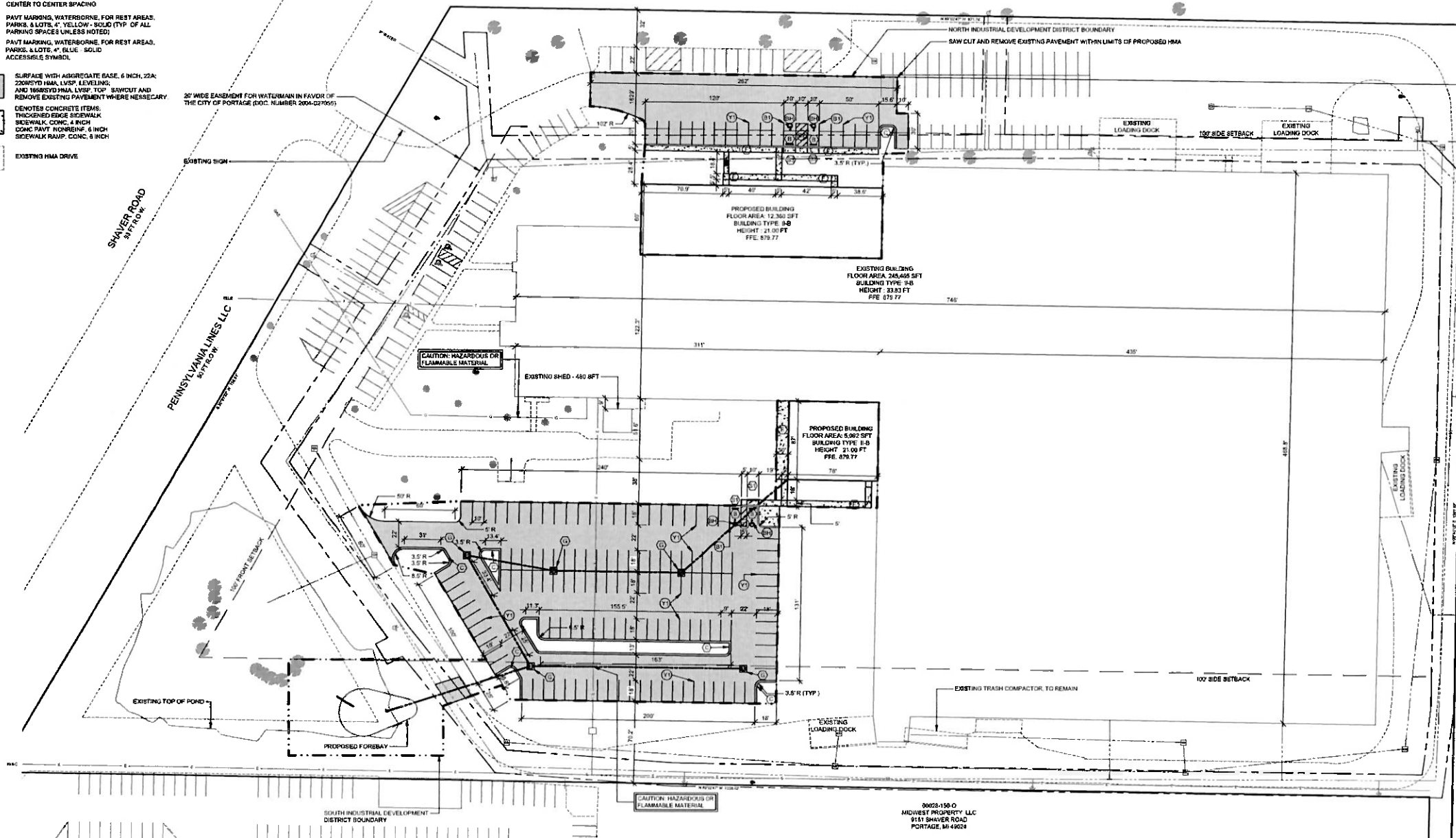
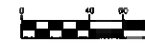


CURB AND GUTTER - TIP OUT

LAND SITUATED IN THE CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

[illegible]

LAND SITUATED IN THE CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

[illegible]

BENTON HARBOR
289.327.0100

KALAMAZOO
269.327.3532

ALLEGAN
289.673.8466

ROYAL OAK

www.gowrightman.com

PROJECT NAME:
**MIDWEST
FASTENERS**
0001 SHAVER ROAD
PORTAGE, MI 49024

**BALKEMA
CONSTRUCTION**
3610 HOOVER STREET
KALAMAZOO, MI 49008

02 124/2020 PO
ADD INDUSTRIAL
DEVELOPMENT DISTRICTS

01 11/25/2020 PD
ISSUED FOR SITE PLAN
REVIEW

REVISIONS

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DATE: NOVEMBER, 2020
SCALE: 1" = 40'

LAYOUT

ICB No. 204250

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. _____**

**RESOLUTION ESTABLISHING A PUBLIC HEARING FOR THE DESIGNATION OF INDUSTRIAL
DEVELOPMENT DISTRICT #93 FOR MIDWEST FASTENER CORP.
AND SETTING A HEARING ON INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE
FOR MIDWEST FASTENER CORP.**

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

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember _____, and supported by Councilmember _____.

WHEREAS, **MIDWEST FASTENER CORP.** requests the creation of Industrial Development District # 93 pursuant to PA 198 of 1974, as amended (the Act);

WHEREAS, **MIDWEST FASTENER CORP.**, owner of a facility located within said proposed Industrial Development District #93, has also applied for an Industrial Facilities Exemption Certificate under Section 5 (1) of the Act.

WHEREAS, **MIDWEST FASTENER CORP.** requests the City to grant its application for an Industrial Facilities Exemption Certificate if the City establishes the proposed Expanded Industrial Development District #93.

WHEREAS, the City Council intends to hold hearings on the designation of Industrial Development District #93 and **MIDWEST FASTENER CORP's** application for an Industrial Facilities Exemption Certificate at the same City Council meeting.

WHEREAS, Section 5(2) of the Act provides that before acting upon an application for an Industrial Facilities Exemption Certificate, the City Council shall *afford* the applicant, assessor, and a representative of the affected taxing units an opportunity for a hearing.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That a public hearing be held on the 12th day of January, 2021, at 7:00 p.m. or as soon thereafter as may be heard at the City Hall, in the City of Portage, Michigan on the request of **MIDWEST FASTENER CORP.** for the establishment of Industrial Development District#93;

2. That written notice by certified mail of said public hearing be sent to the owners of all real property and the legislative body of each taxing unit which levies ad valorem taxes on the property located within the proposed District described in the attached Exhibit "A" at least ten (10) days before said hearing. Further, that required notice of said hearing be published in the Kalamazoo Gazette at least ten (10) days prior to said hearing;

3. That the application provided to the City Clerk by **MIDWEST FASTENER CORP** for an Industrial Facilities Exemption Certificate remain on file in the office of the City Clerk;

4. That the City Council shall meet at the City Hall on January 12, 2021 at 7:00 P.M. local time, or as soon thereafter as may be heard, (or may otherwise meet via virtual meeting platform as authorized by law), and shall provide to the applicant, the City Assessor and a representative of each of the taxing units an opportunity to be heard on the question of **MIDWEST FASTENER CORP.'s** application for an Industrial Facilities Exemption Certificate with regard to a proposed new facility and installation of equipment and machinery within the proposed Industrial Development District # 93, if said District is established by City Council.

5. That the City Clerk immediately inform by letter, the City Assessor and the legislative body of each taxing unit which levies ad valorem taxes in the City of Portage on the property located within the proposed Industrial Development District# 93, as follows:

(a) The City of Portage may establish Industrial Development District #93 and will consider an Application for a Facilities Exemption Certificate for building construction and site improvements within said District.

(b) That the City Council shall meet on January 12, 2021, at the City Hall at 7:00 p.m., local time, (or may otherwise meet via virtual platform as authorized by law) or as soon thereafter as may be heard, to *afford* the Applicant, the City Assessor and a representative of each said taxing unit an opportunity to be heard with regard to the application submitted by **MIDWEST FASTENER CORP.**

(c) That, as to **MIDWEST FASTENER CORP** to be located within proposed Industrial Development District #93, the Facilities Exemption Certificate would be in the amount of \$2,998,260 (\$200,000 for machinery/equipment and \$2,798,260 for land and building

improvements.

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

ADOPTED: YEAS: Councilmember: _____

NAYS: Councilmember: _____

ABSENT: Councilmember: _____

RESOLUTION DECLARED ADOPTED:

ERICA EKLOV, City Clerk

CERTIFICATE

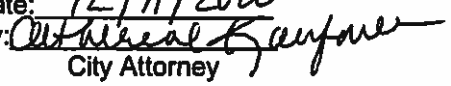
I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of the City of Portage, Michigan, Kalamazoo County, held on the 15th day of December, 2020, the original of which is in the official proceedings of the City Council.

Erica Eklov, City Clerk

Prepared by:
Catherine P. Kaufman (P65412)
City of Portage Attorney
470 W. Centre Ave, Suite A
Portage, MI 49024

Approved as to Form:

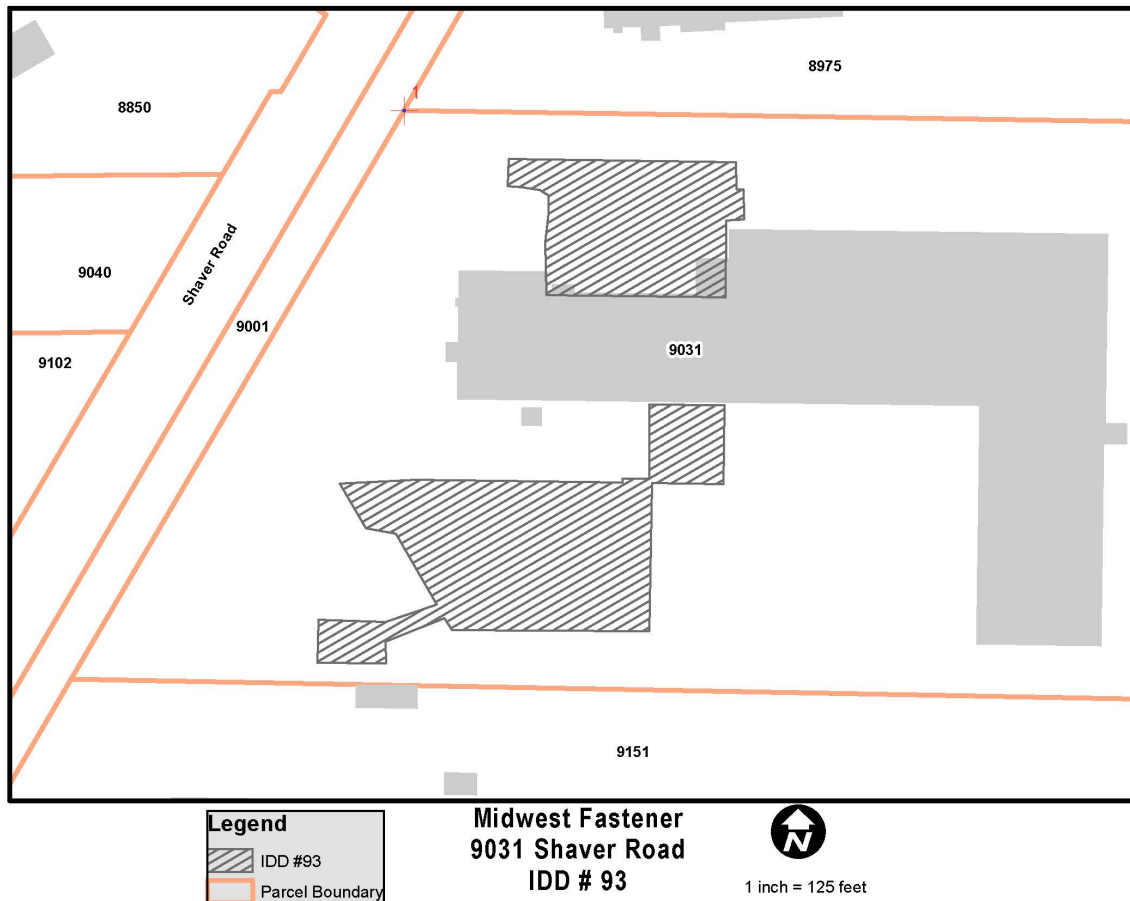
Date: 12/11/2020

By: 
City Attorney

**CITY OF PORTAGE
NOTICE OF HEARING ON THE ESTABLISHMENT OF
INDUSTRIAL DEVELOPMENT DISTRICT NO. 93
UNDER ACT 198 OF P.A. 1974**

PLEASE TAKE NOTICE that on the 12th day of January, 2021, at 7:00 p.m. or as soon thereafter as may be heard, a public hearing will be held at the City Hall in the City of Portage, Michigan on the request of MIDWEST FASTENER CORPORATION for the establishment of an Industrial Development District under Michigan Act 198 of P.A. 1974 for a partial tax exemption for ad valorem property taxes.

PLEASE TAKE FURTHER NOTICE that said district is commonly described as property located at 9031 Shaver Road, Portage, Michigan, and more particularly described as follows:



Any resident or taxpayer of the City or other interested person shall have the right to appear and be heard at said hearing.

Dated: December 17, 2020

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Michigan Pure Green LLC Appeal of Marihuana Denial

SUPPORTING PERSONNEL: Erica Eklov, City Clerk
Chris Forth, Deputy Director of Planning, Development and
Neighborhood Services

ACTION RECOMMENDED: Grant the request for an appeal of an Adult-Use Retail application from Michigan Pure Green, LLC, for 9017 South Sprinkle Road.

During the June to September 2020 application window, Michigan Pure Green, LLC, filed a medical marihuana application for a provisioning center at 9017 South Sprinkle Road. The application was the result of a transfer in ownership of both the business and the real property at 9017 South Sprinkle Road from Weisburger Associates to Michigan Pure Green (MPG). Weisburger Associates had previously applied and received a provisional approval for a medical marihuana provisioning center at the location from both the State of Michigan and the City of Portage, and was working to achieve a full business permit. However, Weisburger Associates eventually expressed a desire to relinquish the location and approvals. As such, MPG assumed ownership, but due to the change in entity, MPG was required to file for its own medical marihuana provisional approval with the city. City staff have been working with MPG to facilitate a smooth transfer from Weisburger Associates. During the 2020 application window, MPG applied for both a medical marihuana provisioning center provisional approval, as well as a marihuana retail business permit. MPG was granted provisional approval for a medical marihuana provisioning center by the city in September 2020.

At this time, Michigan Pure Green only has Provisional Approval from the City of Portage. Per Sec. 14-249 "Permit required" of the City of Portage Code of Ordinances: "For two years from November 1, 2019, the date MRA began receiving license applications under the Adult-use Act, no person shall receive a permit for a marijuana retail business that has not first received a Marihuana facilities permit from the city and a medical marihuana state operating license." To receive a marihuana facilities permit (or marihuana business permit to which it is more commonly referred), an applicant must meet the provisions of Sec. 14-255 of the Code of Ordinances. Michigan Pure Green has not received a marihuana business permit from the City of Portage as of yet. As such, Michigan Pure Green's application for a Retailer permit in the City of Portage is denied at this time.

However, on October 6, 2020, the State of Michigan Marihuana Regulatory Agency announced that

effective March 1, 2021, a medical marihuana business license will no longer be a pre-requisite to obtaining a marihuana retail business license. Specifically, beginning March 1, 2021, an applicant is no longer required to hold an active Medical Marihuana Facilities License in order to be eligible for adult-use licenses such as a marihuana retailer or processor. A modification to our Code of Ordinances will be necessary to comply with the regulations of the Marihuana Regulatory Agency. However, our City Attorney has shared that additional legislative changes are underway and that our Code of Ordinances will need to be modified to reflect these changes as well. Rather than make MPG wait approximately two and a half months to comply with a provision of our Code of Ordinances that will soon be out-of-date, it is recommended that City Council grant the appeal by MPG and reverse the denial for a Marihuana Retail Business Permit.

FUNDING: Michigan Pure Green has already submitted the \$5,000 application fee for the Marihuana Retail Business proposal for 9017 South Sprinkle Road.

Attachments:

1. 2020.12.03 - Ltr to City of Portage (MPG Appeal of Denial)
2. 2020 11-24 MPG - Retail (Next Steps)

KREIS ENDERLE

KREIS, ENDERLE, HUDGINS & BORSOS, P.C.

Joslin E. Monahan
Attorney at Law
(616) 258-7000
jmonahan@KreisEnderle.com

333 Bridge Street NW, Ste 900
Grand Rapids, MI 49504
616-254-8400
Fax 616-254-8410

www.KreisEnderle.com

December 3, 2020

City of Portage
Attn: Erika Eklov
7900 S Westnedge Ave.
Portage, MI 49002

Dear Ms. Eklov:

I hope you are well. As you know, our offices represent Michigan Pure Green LLC (MPG) in connection with its marihuana applications to the City of Portage. Thank you for your letter of November 24, 2020.

The purpose of this letter is to appeal the denial of application for a Retailer permit in the City of Portage. The bases for the appeal are twofold:

1. Denial is premature. The City has issued MPG a provisional permit for a medical marihuana provisioning center, and MPG has submitted its Step 2 application to MRA-SOM. MPG is thus only weeks away from receiving its state operating medical license. In light of how MPG's applications are situated, it is premature to deny MPG's recreational retailer license at this time. In addition, there does not appear to be any reason that the City cannot keep MPG's Retailer permit application in open or pending status, while MPG secures its state operating medical license.
2. Denial is inconsistent with anticipated state law reforms. Michigan regulators and legislators are actively revisiting the marihuana licensing processes to hasten recreational licensing. For example, on October 6, 2020, MRA issued a bulletin stating that "To minimize the illegal market for marijuana in this state, the Marijuana Regulatory Agency (MRA) will begin accepting applications from any applicant under the authority of Section 9(6) of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) beginning on March 1, 2021." Prior to this bulletin, applications were restricted to already medically-licensed applicants until November 2021. The rationale for MRA's policy change is the goal of quickly and efficiently replacing the illegal market with a legal and taxed market. In light of this SOM policy change, MPG respectfully submits that the City of Portage revisit and revise its own policy that requires a state medical license prior to the City issuing a provisional (recreational) retailer license.

Thank you for your attention to this important matter. I appreciate your time and consideration.

Sincerely,



Joslin Monahan

Robert Piziali
Michigan Pure Green
31455 Northwestern Highway, Ste B
Farmington Hills, MI 48334

November 24, 2020

Dear Mr. Piziali,

**Re: Application for a Marihuana Facilities Permit
Retailer – 9017 Sprinkle Road**

The City of Portage has reviewed your application for a Marihuana Retail Business Permit. At this time, Michigan Pure Green only has Provisional Approval from the City of Portage. Per Sec. 14-249 "Permit required" of the City of Portage Code of Ordinances: *"For two years from November 1, 2019, the date MRA began receiving license applications under the Adult-use Act, no person shall receive a permit for a marijuana retail business that has not first received a Marihuana facilities permit from the city and a medical marihuana state operating license."* To receive a marihuana facilities permit (or marihuana business permit to which it is more commonly referred), an applicant must meet the provisions of Sec. 14-255 of the Code of Ordinances. Michigan Pure Green has not received a marihuana business permit from the City of Portage as of yet. As such, Michigan Pure Green's application for a Retailer permit in the City of Portage is denied at this time.

Based on this finding, Michigan Pure Green has two options:

1. Per Sec. 14-252, appeal the denial before the City Council in writing stating the basis for the appeal. This must be done within ten (10) days of receipt of this notice.
2. Withdraw the application as it pertains to the Retailer permit and receive a \$5,000 refund of that portion of the application fee. Request for a withdrawal should be submitted in writing to the City Clerk.

Should you have any questions or wish additional information, please contact the Office of the City Clerk at Portage City Hall, 7900 S. Westnedge Avenue, Portage, Michigan 49002. The telephone number is (269) 329-4511 and the e-mail address is cityclerk@portagemi.gov.

Sincerely,



Erica L. Eklov
City Clerk

c: Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager
Christopher Forth, Interim Director of Community Development
Nicholas Arnold, Director of Public Safety – Police/Fire Chief
Catherine Kaufman, City Attorney

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Special Meeting for Board and Commission Applicants

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Set a Special Meeting on Tuesday, January 12, 2021, beginning at 5:30 p.m., to interview Board and Commission applicants.

The City of Portage relies upon citizen participation on many Boards and Commissions that help to serve the community. The advice received from these groups assists the City Council and City Administration in making Portage *A Natural Place to Move!* These citizens provide the talent and experience needed to meet the diverse challenges facing the community. Interviews of Board and Commission applicants are performed each year in January, May and October.

As reflected on the attached Board and Commission Vacancy Summary and per the Policy for Appointments to Citizen Advisory Boards, Council will interview applicants to fill vacancies on the following Boards and Commissions:

- Board of Review - 6 expiring terms
- Zoning Board of Appeals - 1 expiring term; 2 alternate vacancies

It is recommended that City Council set a Special Meeting on Tuesday, January 12, 2021, at 5:30 p.m. to interview Board and Commission applicants.

FUNDING: N/A

Attachments: 1. Vacancy Summary

**BOARD/COMMISSION VACANCY SUMMARY
FOR JANUARY 12, 2021 SPECIAL MEETING**

Response	Interviews		5:30 p.m.	6:00 p.m.	Appointed:
	Applicants:		Board of Review 6 Exp Terms 1 year terms	ZBA 1 Exp Terms 2 (Alt) Vacancies 3 year terms	
Yes	Patrick J.	Buckley	Member		1/12/2016
Yes	Carol	Eddy, Chr.	Member		1/12/2016
Yes	Leonard	Lamberson	Member		1/12/2016
	Justin	Gish, Chr.	Member		2/23/2016
Yes	Keith M.	Hearit	Member		1/10/2017
	Lyndsay	Vainner	Member		1/9/2018
Yes	Linda	Finch		Member	10/10/2017
	Vacancy			Alternate	
	Vacancy			Alternate	

Minutes of Boards & Commissions

Environmental Board Meeting Minutes

11.11.20 Meeting

Call to Order:

--Meeting called to order at 7:00pm.

--*Due to COVID 19, the meeting was held in the city council chambers with social distancing, masks, and some members participated remotely to allow for more public attendance.*

--Members Present: Chair Thomas Shaffer, Deirdre Courtney (remotely), Chelsea Huber, Lauren McMullan (remotely), Joe Chamberlin (remotely), Jerry Kroehn, Andy Keeler (remotely), Grace Freed (Youth Advisory)(remotely), Assistant City Engineer Jamie Harmon (ex officio)

--Prior meeting minutes approved.

Unfinished Discussion: Logistics of a Potential Joint Mosquito Meeting With Kalamazoo Environmental Board:

--Motion to collaborate with Kalamazoo City Environmental Board was approved.

Citizens' Concerns Regarding Meijer's Parking Lot Repair:

--Bricks are disturbed and have been for 2 years on the corner of Shaver Road.

--The Planning Commission reached out to the EB Board for a response.

--It was determined the disturbed sidewalk is on Meijer property.

--Plan is to ask Community Development to discuss fixing it with Meijer.

Climate Emergency/Climate Action Plan Update:

--The Subcommittee has been meeting separately and updated the letter to the City.

--Will be reconnecting with the City. The timing is right to re-approach this issue given the Governor's recent Executive Order and new administration.

--Deirdre has been in contact with the City Manager's Office and meeting will be scheduled with him.

--The City is willing to adopt a Climate Action Plan but not an Emergency Declaration/Resolution.

--Jaime indicated there have been several changes already made to reduce the City's footprint within each department.

--Board discussed having a primary contact on the counsel, preferably the person who is moving these issues forward, to get more immediate updates and information.

--The Board's focus moving forward needs to be to build up communication with the City about this issue and in general.

Miscellaneous:

--Discussed again the EB website and how to add information to it such as educational items. Jaime should receive first and then she will forward on.

--Portager Articles: Board briefly discussed getting on a schedule again for topics to be submitted monthly.

--Deer management: Jaime to check to see if this is included in the current budget.

Motion to adjourn; approved:

-Meeting ended at 8:48 p.m.

/s/ Portage Environmental Board

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Meeting – November 12, 2020

CALL TO ORDER: The City of Portage Human Services Board meeting of November 12, 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 in person and remotely with board members and staff having the option to participate via video/telephone call-in.

MEMBERS PRESENT: Alice Mwanda (remote), Fi Spalvieri (in person), Effie Kokkinos (in person), Tim Henson (remote), Brooke Kolodzieczyk (remote).

MEMBERS EXCUSED: Stephanie Upshaw, Nadeem Mirza.

MEMBERS ABSENT:

STAFF PRESENT: Tom McCoy, Neighborhood Program Specialist

APPROVAL OF MINUTES: Kolodzieczyk moved and Mwanda supported a motion to approve the October 8, 2020 minutes. Motion passed 5-0.

OLD BUSINESS:

1. **Review of HPS Grant Application:** Spalvieri asked staff if they had received any specific guidance from Council regarding their inclination to consider current conditions, i.e. the COVID-19 pandemic when evaluating applications for Human Public Service funding for the next fiscal year. It was reported that while no specific communications had occurred that it was logical and likely that Council and the Human Services Board would be considering this factor in their deliberations and that agencies who provide assistance to Portage residents who have been adversely affected by the COVID-19 pandemic would likely be prioritized similar to the last funding round. Kolodzieczyk commented that a discussion and consensus regarding the definition of evaluation criteria basic human needs would be helpful and that the ability for agencies to track and report assistance furnished to those such affected individuals should also be a consideration. The Board requested and staff agreed to include a statement to this effect along with each invitation to apply for funding, which are scheduled to be sent out the week of November 16th. Portage Community Center Executive Director Chris Buckley, who was in attendance offered to provide a self-declaration statement used by the PCC to identify, qualify and track individuals who are applying for assistance due to conditions related directly to the COVID-19 pandemic.

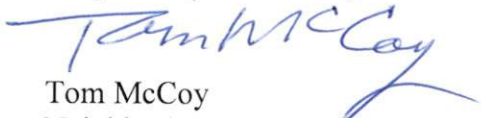
NEW BUSINESS:

1. **Election of Officers:** Spalvieri stated that due to the recent resignation of Board Secretary Hanfland that a vacancy existed. She asked Board members if anyone had interest in assuming this position. Upon inquiry, Board member Tim Henson agreed to accept the position if the Board desired. Additionally, Spalvieri asked the Board if anyone was interested in pursuing any other position. Hearing none it was moved by Kokkinos and supported by Kolodzieczyk that current Board Chair Spalvieri and Vice Chair Upshaw along with Henson be appointed to serve a one-year term in their respective positions. Motion passed 5-0.

STATEMENTS OF CITIZENS: Chris Buckley provided an update on Portage Community Center activities and modifications to popular Holiday programs such as food baskets and family adoptions that will be conducted this year. He also reported on interior and exterior improvements currently underway that will enhance the serviceability and functionality of services provided at the Center and stated that current fundraising had exceeded projections for the year and that the annual report had been completed as of today.

ADJOURNMENT: There being no further discussion to come before the Board, a motion was made by Kokkinos and supported by Henson to adjourn the meeting at 6:30 p.m. Motion was approved 5-0.

Respectfully Submitted,


Tom McCoy
Neighborhood Program Specialist

T:\COMMDEV\2020-2021 Department Files\Board Files\HSB\Minutes\HSB Minutes 11.12.20.docx

MATERIALS TRANSMITTED

Tuesday, December 1, 2020

1. **TO BE ADDED TO THE DECEMBER 1, 2020 CITY COUNCIL AGENDA AS ITEM H.1:** Communication from the City Manager regarding the new Agenda Item H.1 - IDD No. 90 for 6501 Portage Rd. (Kenco) - IFT Transfer.



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 La Margo, City Manager



SUBJECT: NEW Agenda Item H.1 - IDD No. 90 for 6501 Portage Rd. (Kenco) - IFT Transfer

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development
Meshia Rose, Director of Assessing
Erica Eklov, City Clerk

The attached communication and PA 198 Application will be added to tonight's (12/1/2020) City Council Agenda as Item H.1 under New Business. Discussions with Stryker Corporation representatives over the last two days indicated a need to complete this matter before the end of the 2020 calendar year. The main goal is for City Council set the hearing to allow the City Assessor and local taxing jurisdictions the opportunity to comment at the final City Council meeting of 2020 on December 15th.

Attachments:

1. December 1, 2020 City Council Agenda Memo

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: IDD No. 90 for 6501 Portage Road (Kenco) - IFT Transfer

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development
Meshia Rose, Director of Assessing
Erica Eklov, City Clerk

ACTION RECOMMENDED: Set a hearing at City Hall on December 15, 2020, at 7:00 p.m. or as soon thereafter as may be heard, and provide the City Assessor and a representative of each of the taxing units which levies ad valorem taxes in the City of Portage an opportunity to be heard on the question of the transfer of the Industrial Facilities Tax Exemption Certificate from Scannell Properties to Stryker Corporation for Industrial Development District No. 90 at 6501 Portage Road.

On September 23, 2014, City Council accepted a request from Scannell Properties #192, LLC to create Industrial Development District (IDD) #90 at 6501 Portage Road and an associated PA 198 tax abatement application from Kenco Logistics Services, LLC, for a real property tax abatement at 6501 Portage Road. Scannell Properties originally purchased 6501 Portage Road from the Pfizer Corporation and constructed a 300,330-square-foot facility that is leased to Kenco Logistics Services and exclusively serves the Stryker Corporation (Stryker Medical). The building is currently owned by JDK Real Estate, LLC (JDK and Kenco are affiliated entities), but the Stryker Corporation is now working to purchase the building from JDK. Once the transfer of the building's ownership from JDK to Stryker is complete, the related-party JDK-Kenco lease will be terminated, but Kenco will continue to operate from the building as well as providing services to Stryker as it always has. Kenco will no longer own the building through its affiliate, JDK; rather, Stryker will own it.

The initial inquiry about transferring the Industrial Facilities Tax (IFT) Exemption Certificate was received on November 29, 2020. The applicant has indicated the purchase must be completed by the end of the year and as part of the agreement, the IFT Certificate and Abatement Agreement must be reassigned by Kenco/JDK to Stryker so that Stryker receives the tax benefit after closing. This requires the consent of the City Council, an assignment of the Abatement Agreement and IFT Certificate, and an amendment to the Abatement Agreement. Kenco Logistics Services has a real property tax abatement for a nine-year period on \$12.4 million in real property investments. The City Administration has

consulted with the State Tax Commission and has confirmed the facility remains eligible for an industrial tax abatement under PA 198.

Summary of PA 198 Transfer Process

The process to receive a tax abatement is initiated with the filing of a request to establish an industrial development district. In accordance with PA 198, upon receipt of an application for an industrial facilities exemption certificate, the clerk of the local governmental unit shall notify the assessor and each affected taxing jurisdiction to allow them, as well as the applicant, the opportunity for a hearing with the legislative body of the local governmental unit. (The taxing units that levy ad valorem taxes in the City of Portage include Comstock Public Schools, Kalamazoo County, City of Kalamazoo/Metro, Kalamazoo Regional Educational Service Agency, Kalamazoo Valley Community College, Portage Public Schools, Vicksburg Public Schools, Schoolcraft Public Schools, Portage District Library, Kalamazoo Metro Transit, State of Michigan.) Per Section 207.571 (Transfer and assignment of industrial facilities exemption certificate), "*an industrial facilities exemption certificate may be transferred and assigned by the holder of the industrial facilities exemption certificate to a new owner or lessee of the facility but only with the approval of the local governmental unit and the tax commission after application by the new owner or lessee, and notice and hearing... for the application for a certificate.*"

As such, it is recommended that City Council set a hearing at City Hall on December 15, 2020, at 7:00 p.m. or as soon thereafter as may be heard, and provide the City Assessor and a representative of each of the taxing units which levies ad valorem taxes in the City of Portage an opportunity to be heard on the question of the transfer of the Industrial Facilities Tax Exemption Certificate from Scannell Properties to Stryker Corporation for Industrial Development District No. 90 at 6501 Portage Road.

FUNDING: N/A

Attachments: 1. PA 198 Application

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	► Date Received by Local Unit
STC Use Only	
► Application Number	► Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

► 1a. Company Name (Applicant must be the occupant/operator of the facility) KENCO LOGISTIC SERVICES, LLC		► 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 4225	
► 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6501 Portage Rd, Portage, MI 49002		► 1d. City/Township/Village (indicate which) City of Portage	► 1e. County Kalamazoo
► 2. Type of Approval Requested ☐ New (Sec. 2(5)) ☐ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10))		► 3a. School District where facility is located Portage Public Schools	► 3b. School Code 39140
☒ Transfer ☐ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment		4. Amount of years requested for exemption (1-12 Years) Transfer of remaining 4 years, ending in 2025	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See Schedule 5 attached. Legal description of the property attached as Exhibit A.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	► N/A - Transfer of existing cert. Real Property Costs												
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	► N/A - Transfer of existing cert. Personal Property Costs												
6c. Total Project Costs * Round Costs to Nearest Dollar	► N/A - Transfer of existing cert. Total of Real & Personal Costs												
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.													
<table border="0"><thead><tr><th></th><th><u>Begin Date (M/D/Y)</u></th><th><u>End Date (M/D/Y)</u></th><th></th></tr></thead><tbody><tr><td>Real Property Improvements</td><td>► <u>N/A - Transfer</u></td><td><u>N/A - Transfer</u></td><td>► ☐ Owned ☐ Leased</td></tr><tr><td>Personal Property Improvements</td><td>► <u>N/A - Transfer</u></td><td><u>N/A - Transfer</u></td><td>► ☐ Owned ☐ Leased</td></tr></tbody></table>			<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>		Real Property Improvements	► <u>N/A - Transfer</u>	<u>N/A - Transfer</u>	► ☐ Owned ☐ Leased	Personal Property Improvements	► <u>N/A - Transfer</u>	<u>N/A - Transfer</u>	► ☐ Owned ☐ Leased
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Personal Property Improvements	► <u>N/A - Transfer</u>	<u>N/A - Transfer</u>	► ☐ Owned ☐ Leased										

► 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

► 9. No. of existing jobs at this facility that will be retained as a result of this project. 108.5 full-time equivalent existing employees	► 10. No. of new jobs at this facility expected to create within 2 years of completion. N/A. Required to hire 10 new employees during term.
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	<u>N/A</u>
b. TV of Personal Property (excluding inventory)	<u>N/A</u>
c. Total TV	<u>N/A</u>

► 12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District

► 12b. Date district was established by local government unit (contact local unit)
October 7, 2014

► 12c. Is this application for a speculative building (Sec. 3(8))?
☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Matthew Van Dyk	13b. Telephone Number (269) 226-2988	13c. Fax Number	13d. E-mail Address vandykm@millerjohnson.com
14a. Name of Contact Person Matthew Van Dyk	14b. Telephone Number (269) 226-2988	14c. Fax Number	14d. E-mail Address vandykm@millerjohnson.com
▶ 15a. Name of Company Officer (No Authorized Agents) Kyle Gay - CFO			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 423 622 2501	15d. Date 12/1/2020
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2001 Riverside Drive, Chattanooga, TN 37406		15f. Telephone Number 1-800-758-3289	15g. E-mail Address jimmy.glascock@kencogroup.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.):

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit www.michigan.gov/propertytaxexemptions.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Schedule 5

Kenco Logistic Services, LLC (“Kenco”) requests approval for the transfer of the current Industrial Facilities Tax Exemption Certificate for the real property located at 6501 Portage Road, Portage, Michigan 49002 (the “Property”), which is located within Industrial Development District #90. Kenco requests approval under MCL 207.571(1) for the transfer of the Certificate to Stryker Corporation, in connection with JDK Real Estate, LLC’s (“JDK”) proposed sale of the real property to Stryker Corporation. The Property and all improvements constructed thereon have been completed as of the date of this application, and the parties do not have current plans for future construction, improvement or further installation of equipment.

JDK, an affiliate of Kenco, is the current owner of the Property. Kenco currently leases the Property from JDK pursuant to a related-party lease, pursuant to which Kenco operates a logistics business from the Property that provides third-party logistics services to Stryker Corporation. Following the closing of the proposed sale of the Property to Stryker Corporation, the JDK-Kenco related-party lease will be terminated, but Kenco will continue to operate from the Property as a provider of third-party logistics services to Stryker Corporation. In short, while Kenco will no longer own the Property through its affiliate, JDK, the operation of the business from the Property will not change. Stryker will own the Property, but Kenco will continue to operate from the Property in order to continue providing third-party logistics services to Stryker.

Kenco requests that, contingent upon the closing of the sale of the Property to Stryker Corporation, the Industrial Facilities Tax Exemption Certificate be assigned to Stryker Corporation for the remaining four years of the Certificate’s term, which ends in 2025. Kenco, JDK and Stryker Corporation are agreeable to entering into an amendment and assignment of the current Tax Abatement Agreement dated November 10, 2014, as amended by that certain Amendment to Tax Abatement Agreement dated August 27, 2015 (collectively, the “Abatement Agreement”). As required by Paragraph 17 of the Abatement Agreement, Stryker Corporation will enter into an amendment to the Abatement Agreement as necessary to evidence its agreement to uphold the terms and conditions of the Abatement Agreement upon assuming ownership of the Property.

Exhibit A

Legal Description of the Property

The real property in the City of Portage, Kalamazoo County, Michigan, described as:

That part of the Northeast Quarter of Section 11, Township 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, described as: Commencing at the North Quarter corner of said Section 11; thence South 00 degrees 19 minutes 09 seconds East on the West line of the Northeast Quarter of said Section 11 a distance of 1325.47 feet to the North line of the Southwest Quarter of said Northeast Quarter; thence North 89 degrees 56 minutes 40 seconds East on said North line 50.00 feet to the East right of way line of Portage Road and the Point of Beginning of the land herein described; thence continuing North 89 degrees 56 minutes 40 seconds East on said North line 1271.75 feet to the East line of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 24 minutes 13 seconds East on said East line 1280.47 feet; thence West parallel with the South line of the Southeast Quarter of said Section 11 a distance of 1273.64 feet to said East right of way line; thence North 00 degrees 19 minutes 09 seconds West on said East right of way line 1279.22 feet to the Point of Beginning.

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

Assumed the South line of said Section 11 to bear East.

Address: 6501 Portage Road, Portage, Michigan 49002
Tax parcel #: 10-00011-010-J

TO: MAYOR RANDALL & CITY MANAGER JOSEPH La MARGO AND PORTAGE CITY COUNCIL MEMBERS
FROM: CITY OF PORTAGE ENVIRONMENTAL BOARD
DATE: DECEMBER 1, 2020
RE: REQUEST TO PASS A CLIMATE RESOLUTION

Climate change affects every part of society and most areas of human endeavor. The consensus conclusion of scientific and policy assessments is that the **"climate math is brutally clear."**¹ In order to cut emissions of greenhouse gases (principally carbon dioxide) in half by 2030 and reach 'net zero' by 2050, **we must begin to take decisive actions by the end of next year (2021).** This recognition has led to an **urgent call-to-action for governments around the world to make "rapid, far-reaching and unprecedented changes in all aspects of society" to avoid disastrous levels of global warming.**²

Evidence of the global climate and ecological emergency is all around us. A recent (2019) Assessment of the Impacts of Climate Change on the Great Lakes highlights the significant impacts in our unique backyard.³ **Here in Portage** - and all over southwestern Michigan - we are increasingly experiencing the predicted impacts of climate change including;

- Flooding of streets and homes
- Power outages
- Heat waves
- Farmers who cannot plant or have to delay planting due to flooded fields
- Record low temperatures with snow and ice close schools and businesses
- threats to our natural spaces and parks where we see increased levels of invasive species (such as Garlic Mustard, Glossy Buckthorn, Japanese Knotweed, Oriental Bittersweet
- Fungal tree disease becoming more common among blue spruce trees and forested lands across West Michigan
- A surge in non-reusable to-go containers and packaging usage due to changes in dining and shopping habits brought on by the ongoing pandemic which increases our landfill load and exacerbates other problems
- Even more diseases jumping from animals and insects to residents due to the changing climates.
- As mentioned above, continued displacement and disruption of animal and insect ecosystems and food chains as unprotected spaces are irresponsibly developed or drained which leads to increased management of these populations through more irresponsible and destructive remedial actions - including decreased protections from PFAS and other pollutants in our water and soil.

We are sure the council is aware that these consequences are not simply about aesthetics and human health - with particular hard impacts on families struggling with economic insecurity (an estimated 1 in 11 individuals in our city⁴ -- But that they are also incredibly costly to the city and its businesses. Many models predict these costs over the long term will quickly outweigh the short term costs of making more

¹ <https://www.ipcc.ch/2018/10/08/summary-for-policymakers-of-ipcc-special-report-on-global-warming-of-1-5c-approved-by-governments/>

² <https://www.globalchange.gov/nca4>

³ <http://elpc.org/gclimatechange/>

⁴ <https://www.welfareinfo.org/poverty-rate/michigan/portage>

sustainable and renewable changes⁵. We appreciate deeply the work the council has already taken in the mitigation and awareness efforts.

We submit that a formal Resolution (or Proclamation) recognizing climate change as a serious issue by the City of Portage is the critical and courageous first step in laying the foundation to continue to address the climate crisis. A formal resolution will provide the catalyst to mobilize residents, businesses, faith and community organizations to work together to prioritize the immediate reduction of CO2 emissions and plan for community resilience and adaptation while keeping the concerns of vulnerable populations as central to a just transition while the *city continues to rally and organize its current action efforts as outlined in the City of Portage Fiscal Year 2019-2020 Annual Report: [City of Portage 2019-2020 Annual Report by MiPortage - issuu](#); https://issuu.com/miportage/docs/2019-2020_annual_report/16.*

As a board we are obviously passionate about this issue. **We ask that the city also works with us to find ways to work collaboratively and use us as the go between to Portage residents and city leadership.** We are all called to pay deep attention to this crisis. We are called to act. We have a moral obligation to our children, our children's children, and all life that remains on Earth to join nearly 900 local governments in 18 countries that have signed emergency declarations.⁶

We ask that Portage take this opportunity for local leadership and immediately adopt an emergency response to climate change and the broader ecological crisis. Gov. Whitmer has signed Executive Directive 2020 - 10 "Building a Carbon-Neutral Michigan", which states:

"Michigan will aim to achieve economy-wide carbon neutrality no later than 2050, and to maintain net negative greenhouse gas emissions thereafter. To ensure steady progress toward this ultimate statewide goal, and to prevent irreparable harm to our ecosystem, residents, and businesses in the interim, the state will aim to achieve a 28% reduction below 1999 levels in greenhouse gas emissions by 2025."

Gov. Whitmer also signed Executive Order 2020-182, which creates a "Council on Climate Solutions" and directs them to advise the Dep. of Environment, Great Lakes, and Energy in formulating and overseeing the implementation of the MI Healthy Climate Plan, which will serve as the action plan for this state to reduce greenhouse gas emissions and transition toward economy wide carbon neutrality.

These actions follow up on her previous Executive Directive 2019 - 12 "Responding to Climate Change", which committed the State of Michigan to:

"Implement policies that advance the goals of the Paris Agreement, aiming to reduce greenhouse gas emission by at least 26-28 percent below 2005 levels by 2025."⁷

Sincerely, City of Portage Environmental Board

cc: Adam Herringa, Deputy City Manager, City of Portage; Jamie Harmon, Liaison- EB, City of Portage

⁵ <https://insights.som.yale.edu/insights/can-we-afford-sustainability>

⁶ <https://climateemergencydeclaration.org/climate-emergency-declarations-cover-15-million-citizens/>

⁷ <https://climateemergencydeclaration.org/climate-emergency-declarations-cover-15-million-citizens/>

****Draft of a Possible Climate Change Emergency Resolution (Proclamation/Declaration)
City of Portage, Michigan**

Whereas, in May 2009 the Portage Mayor and City Council were among a group of signatories to the Southwest Michigan Regional Sustainability Covenant, designed to provide an improved quality of life for future generations;

Whereas, in April 2016 world leaders from 175 countries recognized the threat of climate change to current and future generations and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperate increase to 1.5°C”;

Whereas, in October 2018, the Intergovernmental Panel on Climate Change (IPCC) made clear that climate change will wreak havoc across the United States, and the current pace and scale of national climate action is not sufficient to avert substantial damage to the economy, environment, and human health over the coming decades;

Whereas, the death and destruction already wrought by global warming of approximately 1°C demonstrate that the Earth is already too hot for safety and justice as attested by increased and intensifying wildfires, floods, rising seas, diseases, droughts, and extreme weather;

Whereas, the City of Portage and neighboring communities have already begun to see the migration of vector-borne diseases and the impacts of extreme weather events on the safety and security of its citizens, businesses, and investments;

Whereas, the United States of America and the communities within it have disproportionately contributed to the climate and ecological crises by having contributed more greenhouse gas emissions throughout history and thus bears a responsibility to rapidly solve these crises;

Whereas, restoring a safe and stable climate requires an emergency mobilization on a scale not seen since World War II to reach zero greenhouse gas emissions across all sectors at wartime speed, to rapidly and safely drawdown or remove all the excess carbon from the atmosphere, and to implement measures to protect all people and species from the consequences of abrupt climate change;

Whereas, the term “Just Transition” is a framework for a fair shift to an economy that is ecologically sustainable, equitable, and just for all its members;

Whereas, just transition initiatives shift the economy from dirty energy to energy democracy, from funding highways to expanding public transit, from incinerators and landfills to zero waste, from industrial food systems to food sovereignty, from car-dependent sprawl and unbridled growth to smart urban development without displacement, and from rampant, destructive over-development to habitat and ecosystem restoration;

Whereas, justice requires that frontline communities, which have historically borne the brunt of the extractive fossil-fuel economy, participate actively in the planning and implementation of the mobilization effort at all levels of government and that they benefit first from the transition to a renewable energy economy; and

Whereas, by joining with other communities in Southwest Michigan who are engaging in the development of Climate Action Plans, the City of Portage can act as a leader in catalyzing regional climate emergency mobilization efforts,

NOW BE IT THEREFORE RESOLVED that the Portage City Council hereby recognizes that a climate emergency threatens our city, region, state, and the natural world;

BE IT FURTHER RESOLVED, the City of Portage commits to a just transition and climate mobilization effort to reverse global warming, which, with appropriate financial and regulatory assistance for the County of Kalamazoo along with State and Federal authorities, ends local greenhouse gas emissions as quickly as possible and preferably no later than 2030;

BE IT FURTHER RESOLVED, the City of Portage commits to educating our residents about the climate emergency and working to catalyze a just transition and climate mobilization effort at the local, state, regional, and global levels to provide maximum protection for our residents as well as all the people and species of the world;

BE IT FURTHER RESOLVED, the City of Portage underscores the need for full community participation, inclusion, and support;

BE IT FURTHER RESOLVED, the City of Portage commits to keeping the concerns of vulnerable communities central to all just transition and climate mobilization effort planning processes and to inviting and encouraging such communities to actively participate in order to advocate directly for their needs;

BE IT FURTHER RESOLVED, the City of Portage commits to developing a Climate Action Plan and to engage in the processes necessary for its development and implementation;

BE IT FURTHER RESOLVED, the City of Portage joins with other governmental units to work toward restoring a safe climate for all who live and work within the region; and

BE IT FURTHER RESOLVED, the City of Portage calls on the State of Michigan, the United States of America, and all governments and peoples worldwide to initiate a just global emergency mobilization effort to reverse global warming, to end global greenhouse gas emissions as quickly as possible, and to immediately initiate an effort to safely draw down carbon from the atmosphere.

CITY OF PORTAGE

****DRAFT PROPOSED CLIMATE ACTION PLAN**

EXECUTIVE SUMMARY



City of Portage Climate Action Plan

City of Portage Environmental Board

Executive Summary

Climate change is not a future problem, it is happening now. Evidence of the global climate and ecological emergency is all around us. A recent (2019) *Assessment of the Impacts of Climate Change on the Great Lakes* highlights the significant impacts in our unique backyard. Here in Portage and across southwestern Michigan we are increasingly experiencing the predicted impacts of climate change; increased torrential spring and early autumn rainfall causing the flooding of streets and homes, and power outages; heat waves and longer summers resulting in worsening air quality, increases in the spread of pest borne disease, and drought stress on our trees and lakes. Farmers cannot plant or must delay planting due to flooded fields, may have a longer growing season, but then cannot harvest as floods return. Record low temperatures with snow and ice due to increased lake effect close schools and businesses, sometimes for days at a time.

These changes may seem manageable to us, but we are falling behind our neighbors and the world in taking these threats seriously. Kalamazoo County recently declared a climate emergency, and the city of Kalamazoo is in the process of implementing their own climate action plan. It is imperative that Portage joins in and takes action. The primary threats listed above may seem fairly minor to our city specifically, because they fail to convey the ripple effect these changes have as they impact the parts of Michigan, and the world, that produce the bulk of our food; individuals already living in harsh conditions and their need to immigrate in mass numbers; and the cost of property damage due to flood, fire, and other disasters. These things, among others, will bring changes to Portage over the next three decades. The board insists that the city of Portage has a responsibility to its citizens to do all in our power to unite with surrounding communities, states, and the world in taking action to mitigate our contribution to climate change in the form of a Climate Action Plan. In doing so we join other cities in Michigan; Kalamazoo, Ann Arbor, St. Joseph, Holland, Monroe, and Traverse City, 50 of our nation's largest cities and countless smaller ones (482 in CA alone) and, at least 200 nations worldwide, in developing and implementing Climate Action Plans.

Plan Outline

The City of Portage has a rich history of being environmentally conscious. Its care and preservation of natural spaces, and system of trails and parks is unique and well-loved. Portage also has its 2025 Visioning Project, a plan created through collaboration between community members and leaders to “develop revised visions, top goals and strategies for achieving the contemplated future of Portage in 2025.” The goals shaped in the resulting document, [The Portage 2025 Renewal Event Final Report](#) feature a number of environmentally conscious actions and can serve to assist in the early stages of Portage's Climate Action Plan creation. The sections found in the above referenced document served to inspire the areas of action listed in this document.

The recommendations in this paper draw on the knowledge of local stakeholders and of groups around the country that are taking action to reduce CO2 emissions. It uses numbers from estimates from the University of Berkeley CoolClimate.org website which states that Portage emits around 58 metric tons of CO2 per year. As stated, this summary is merely a starting place with a call for actions that are first steps towards creating a comprehensive Climate Action Plan for reducing emissions to targets equal to, and ideally more ambitious than our former national commitments (e.g. 2016 Paris Agreement in which developed nations, including our own, agreed to do all they could within their country to keep the human caused global temperature increase to under 3.6 °F). These goals are also in line with where the Intergovernmental Panel on Climate Change's (IPCC) 2018 report indicates we need to be to mitigate future devastation.

The actions proposed in this plan are starting points. They are not enough to reach the target reduction levels. Collectively, local actions and greater commitment to renewable energy will be needed to achieve target levels. Many of the needed actions involve changes in behavior by Portage residents and many will only succeed with widespread community participation and support. The creation of a more accurate and comprehensive plan is deemed to be beyond the scope of this board. What we have been able to accomplish through extensive work and research is identify the following 6 key areas where action needs to be taken, and what types of action has been taken in other places implementing Climate Action Plans.

2020 -2021 Current City of Portage Environmental / Climate Action Projects to Reduce Carbon Emissions (https://issuu.com/miportage/docs/2019-2020_annual_report/16)

- Energy Operations Audit 2020-2021
- A Robust Forward-Thinking Park System
- PFAS Mitigation
- Fuel Efficient City Fleet
- Invasive Species Management Plan
- An Engaged, Knowledgeable Environmental Board
- Youth Advisory Committee (YAC)
- Green-a-Thon

Homes & Neighborhoods

- Allocate funds for incentivization and educational programs and events on renewable energy and energy conservation practices for individual homeowners, rental property owners, and rental tenants.
- Partner with businesses working to assist lower income households become more energy efficient (among them; Community Homeworks (CHW), Better World Builders LLC (BWB), Habitat for Humanity and Kalamazoo County's Weatherization Program), and businesses looking to assist interested parties transition to renewable energy sources and increased home energy efficiency (such as programs like Property Assessed Clean Energy (PACE) and Michigan Saves).

Parks & Public Spaces / Trees and Gardens

- Hire a Sustainability Officer well-versed in sustainable city planning.
- Improve pedestrian mobility and accessibility throughout the city of Portage's plazas and shopping centers, and the city at large.
- Increase the number and CO2 retention capabilities of green spaces throughout Portage, as well as spaces dominated by sprawling parking lots.
- Assist in the mobilization of community experts who can promote and offer education on sustainable yard culture and practices.
- Amend and/or pass city ordinances that incentivize private landscaping practices that favor ecological health and water conservation over traditional aesthetics. Consult with Consumer's Energy and other applicable parties on implementing a "Fell a Tree, Plant a Tree" program.

Businesses & Institutions

- Hire an emissions assessment company to help the City of Portage create a transition plan to 100% renewable energy for municipality buildings, street lights, and vehicles by 2030.
- Approach Portage's largest businesses to assess if there are city greening and sustainability projects they would be willing to collaborate on. Including, but not limited to, installation of more electric vehicle charging stations and bike racks, reinventing sprawling parking lots, and extending bike and walking paths.
- Conduct energy audits and adjust practices to reduce energy consumption within municipality buildings.
- Use the new Senior Center to host climate conscious conferences for representatives from local organizations and schools to discuss potential partnerships and programming to help those they serve, employ, and educate act in more environmentally conscious ways.

Transportation

- Expand public transportation availability to the top employers in Portage, with a particular eye to shaping new developments and business districts with low emission accessibility as a top priority.
- Improve and increase access to public transportation options. Continue expanding the presence of bike lanes.
- Work with local businesses, residents, and schools to improve mass transit options, carpool organization resources, bike accessibility and docking, and walkability between neighborhoods, and these public and commercial spaces.

Public Health

- Outreach to Portage's underserved communities to better understand their needs when it comes to all of the above sections.
- Utilize space in the new Senior Center to invite local climate activists and lobby groups to give presentations to citizens on the dangers and reality of climate change and the actions they can take in response.
- Conduct a risk assessment and create applicable plans to mitigate the impact of the most likely challenges Portage will face due to climate change. Among these; identify areas already prone to flooding and prolonged above average water levels, a regular test of

warning systems in place in the event of citywide health risks, and a plan of action in the event of extensive flood damage to private and public property and spaces.

Solid Waste

- Reach out to cities who have implemented city-wide composting programs to assess the feasibility of implementation in Portage.
- Provide educational programs and incentivize a reduce/reuse/compost action plan for solid waste produced by Portage citizens, businesses, and institutions.
- Increase access and the amount of plastic bottle and bag recycling receptacles.

Conclusion

The Environmental Advisory Board calls upon city council to move forward in the creation and implementation of a Climate Action Plan. In this document we have outlined broad areas of action as well as suggested actionable ideas. We stress that this is a starting point in line with the climate emergency declaration made by Kalamazoo County in 2019. The threats to Michigan, and Portage, are real and already being felt. The international scientific community has identified 3.6 °F of warming as the point after which further warming would be devastating to life as we know it. Without cutting emissions of greenhouse gases (principally carbon dioxide) in half by 2030 and reaching 'net zero' by 2050 we will not reach the above goal. We will not make the 2030 goal unless we take decisive actions by the end of this year (2020). By taking action now the City of Portage joins cities, states, and countries around the world working on rapid, far-reaching and unprecedented changes in all aspects of society; to avoid disastrous levels of global warming. Climate action is in the best interests of Portage's citizens, businesses, natural spaces, and future. We present this summary and starting point collection of targeted actions in an effort to spur the city to act. In our role as an advisory board we extend an urgent call and present these researched initial courses of action for your review with the expectation that you build on the momentum we have established here.

****References Available Upon Request***

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Response to December 1, 2020, Communication from the Environmental Board

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager

ACTION RECOMMENDED: Refer the communication from the Environmental Board to the City Administration and provide direction regarding the request to declare a climate emergency.

In November of 2020, City Manager LaMargo and Deputy City Manager Herringa met with a concerned resident, Ms. Dierdre Courtney Nieves, who is also a member of the Portage Environmental Board. Ms. Nieves expressed her desire for the City of Portage to take steps to more aggressively and more visibly combat climate change. In response to this meeting and in response to concerns raised by the Environmental Board earlier this year, the attached document was created to share the various ways in which the City of Portage has been addressing environmental stewardship.

One key request of the Environmental Board is that the City Council proclaim a climate emergency. Traditionally, the City Council has not issued proclamations of this nature. As a result, the City Administration is requesting that the communication from the Environmental Board be referred to the City Administration and that City Council provide direction as to whether a proclamation declaring a climate emergency is of interest.

FUNDING: Not Applicable

Attachments: 1. Portage Sustainability Efforts - Env Board 2020

City of Portage Sustainability Efforts

Portage believes in a brighter and healthier tomorrow for its citizens. That's why the steps the city takes today mark a commitment to achieve intentional and impactful sustainability action. Portage's eyes continuously scan the horizon to find meaningful ways to adapt to the changing world. Portage's park system currently enjoys broad community support. These facilities provide a strategic launchpad for environmental-awareness programs and initiatives.

Policy and Advisory Actions

City Council and advisory bodies have voiced a strong desire to support climate action.

1. City of Portage Environmental Board
 - Volunteer advisory body made up of Portage residents
 - Advises City Council and City Administration on a wide breath of environmental initiatives and concerns
2. Sustainability Officer
 - Recommendation from the Environmental Board
 - Housed within the Department of Community Development

City Administration Actions

City Administration initiated a number of projects aimed at cultivating a culture that embraces sustainability and reducing the city's impact on the local environment.

1. City of Portage parks
 - 1, 000 acres total
 - Three land reserves dedicated to preserving natural ecosystem functioning and health
 - Green corridor for flora and fauna and recreationists
 - Portage South-Central Greenway
2. Collaboration with NORESKO — ongoing project
 - Energy service company
 - Upgrading city buildings to maximize their energy efficiency
 - lights, water, restrooms, heating/cooling systems, etc.
 - Cutting the operations cost to taxpayers
3. City car fleet
 - Replace city car fleet with hybrid models — ongoing project
 - 5 year replacement cycle to ensure all vehicles meet the most up-to-date emissions standards and fuel efficiency ratings
 - Department of Public Works instituted a “no idling” policy to ensure vehicles don't waste fuel
 - Looking ahead to replace all vehicles with electric vehicles (EV)
 - Place EV charging stations across the city

4. Engaged Portage citizens
 - Youth Advisory Committee
 - Hosts annual Green-A-Thon to raise awareness of environmental issues
 - Environmental Board
 - Advises City Council and City Administration
 - Park Board
 - Coordinates garlic mustard (*Alliaria petiolate*) pulls across Portage's parks
5. *Move Portage* bike program
 - Bicycle Advisory Committee formed
 - Cultivate a bike-riding culture in the City of Portage
 - Increase the number of safe bike lanes and trails
 - Increase the connectivity between commercial hubs and neighborhoods
 - Provide cycling amenities (water fountains, bike racks, tire pumps, etc.) at businesses to facilitate worry-free cycling throughout the city
6. New water bottle facilities in city buildings
 - Encourages the use of refillable water bottles
 - Diverts water bottle waste from landfills
7. Lake Center District Redevelopment
 - Opportunity to begin redevelopment with sustainability in mind
8. Portage Community Senior Center
 - Opportunity for environmentally-friendly landscaping and other environmental initiatives

December 2, 2020

City Council Members
City of Portage
7900 South Westnedge Avenue
Portage, MI 49002

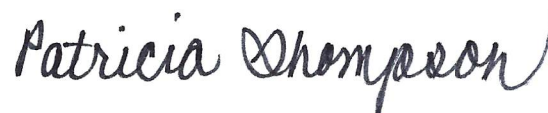
Good afternoon, City Council Members.

Currently, Non-Union and Department Head active personnel and retirees are provided with the Blue Cross Blue Shield of Michigan (BCBSM) 14/80 health plan. I was informed today that the City Council Agenda this evening includes a proposed recommendation to the City Council to eliminate the BCBSM 14/20 Plan for Medicare eligible Department Head retirees (generally age 65 and over) and move this group of retirees to a Medicare Advantage Plan. It is my understanding that the Non-Union and Department personnel and retirees without Medicare (generally under age 65) will continue to be provided with the current BCBSM 14/80 plan.

As some of you are aware, I was involved in negotiating health insurance benefits for the City of Portage for many years. I am contacting you because there are important differences in these two plans that are not being addressed in the Agenda communication. It is critical that you are aware that the BSBSM 14/80 plan includes a rider entitled "Exact-Fill" (Certificate 679E) that the proposed Medicare Advantage Plan does not include. The Exact-Fill rider brings the benefits for retirees with Medicare to same covered service and coverage levels as all other Non-Union and Department current personnel and retirees. The loss of this rider substantially impacts the coverage that would be provided to Medicare eligible retirees while current employees and retirees without Medicare will continue to receive more generous benefit levels for the group. In addition, providing different coverage levels for retirees under age 65 and retirees over age 65 was not the intent of the established retiree health benefit earned by Department Head personnel throughout their employment with the city. It is also important to consider that the City of Portage fully funded for the retiree health benefits earned by Department Head retirees through the establishment of the City of Portage Department Head Retiree Health Trust Fund.

I ask that you carefully consider the recommendation proposed this evening by not eliminating the BCBSM 14/80 plan for Medicare eligible Department Head retirees. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Patricia Thompson". The script is cursive and fluid, with the first name "Patricia" and last name "Thompson" clearly legible.

Patricia Thompson

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: IDD No. 90 for 6501 Portage Road (Kenco) - IFT Transfer

SUPPORTING PERSONNEL: Chris Forth, Deputy Director of Planning, Development and Neighborhood Services
Meshia Rose, Director of Assessing
Erica Eklov, City Clerk

ACTION RECOMMENDED: Subsequent to the hearing, approve Resolution No. 1-20 for the transfer of the Industrial Facilities Tax Exemption Certificate from Kenco Logistic Services, LLC to Stryker Corporation for Industrial Development District No. 90 at 6501 Portage Road subject to the above conditions, and authorize the City Manager to sign all documents on behalf of the city.

On September 23, 2014, City Council accepted a request from Scannell Properties #192, LLC to create Industrial Development District (IDD) #90 at 6501 Portage Road and an associated PA 198 tax abatement application from Kenco Logistics Services, LLC, for a real property tax abatement at 6501 Portage Road. Scannell Properties originally purchased 6501 Portage Road from the Pfizer Corporation and constructed a 300,330-square-foot facility that is leased to Kenco Logistics Services and exclusively serves the Stryker Corporation (Stryker Medical). The building is currently owned by JDK Real Estate, LLC (JDK and Kenco are affiliated entities), but the Stryker Corporation is now working to purchase the building from JDK. Once the transfer of the building's ownership from JDK to Stryker is complete, the related-party JDK-Kenco lease will be terminated, but Kenco will continue to operate from the building and provide services to Stryker as it always has. Kenco will no longer own the building through its affiliate, JDK; rather, Stryker will own it.

The initial inquiry about transferring the Industrial Facilities Tax (IFT) Exemption Certificate was received on November 29, 2020. The applicant has indicated the purchase must be completed by the end of the 2020 calendar year. As part of the agreement, the IFT Certificate and Abatement Agreement must be reassigned by Kenco/JDK to Stryker so that Stryker will receive the tax benefit after closing. This requires the consent of the City Council, an assignment of the Abatement Agreement and IFT Certificate, and an amendment to the Abatement Agreement. Kenco Logistics Services has a real property tax abatement for a nine-year period on \$12.4 million in real property investments. The City Administration has consulted with the State Tax Commission and has confirmed the facility remains

eligible for an industrial tax abatement under PA 198.

Summary of PA 198 Transfer Process

The process to receive a tax abatement is initiated with the filing of a request to establish an industrial development district. In accordance with PA 198, upon receipt of an application for an industrial facilities exemption certificate, the clerk of the local governmental unit shall notify the assessor and each affected taxing jurisdiction to allow them, as well as the applicant, the opportunity for a hearing with the legislative body of the local governmental unit. (The taxing units that levy ad valorem taxes in the City of Portage include Comstock Public Schools, Kalamazoo County, City of Kalamazoo/Metro, Kalamazoo Regional Educational Service Agency, Kalamazoo Valley Community College, Portage Public Schools, Vicksburg Public Schools, Schoolcraft Public Schools, Portage District Library, Kalamazoo Metro Transit, State of Michigan.) Per Section 207.571 (Transfer and assignment of industrial facilities exemption certificate), "an industrial facilities exemption certificate may be transferred and assigned by the holder of the industrial facilities exemption certificate to a new owner or lessee of the facility but only with the approval of the local governmental unit and the tax commission after application by the new owner or lessee, and notice and hearing... for the application for a certificate." Certified letters to each affected taxing jurisdiction notifying them of the application and hearing date were sent on December 3, 2020.

As indicated above, a certificate can be transferred by the current holder to a new owner or lessee. The Stryker Corporation has indicated they will close on the property sometime between December 16th and December 31st. Consequently, it is recommended approval of the transfer be conditioned on the following:

1. The transfer of the property from JDK to Stryker Corporation occurs on or before 12/31/2020.
2. Upon submittal of proof of transfer of property from JDK to Stryker Corporation, City staff are directed to forward the necessary documents to effectuate the IFT certificate transfer to the State of Michigan as expediently as possible.
3. If the transfer of property from JDK to Stryker Corporation does not occur on or before 12/31/2020, the approved of the IFT Certificate Transfer is automatically deemed revoked.

Subject to any comment received, it is recommended that City Council approve Resolution No. 1-20 for the transfer of the Industrial Facilities Tax Exemption Certificate from Kenco Logistic Services, LLC to Stryker Corporation for Industrial Development District No. 90 at 6501 Portage Road subject to the above conditions, and authorize the City Manager to sign all documents on behalf of the city.

FUNDING: N/A

Attachments:

1. PA 198 Application
2. Resolution No 1
3. Tax Abatement Agreement - 2nd Amendment

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Erica J. Ekko</i>	Date Received by Local Unit December 1, 2020
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) KENCO LOGISTIC SERVICES, LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 4225	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6501 Portage Rd, Portage, MI 49002		1d. City/Township/Village (indicate which) City of Portage	1e. County Kalamazoo
2. Type of Approval Requested ☐ New (Sec. 2(5)) ☐ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10))		☒ Transfer ☐ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment	3a. School District where facility is located Portage Public Schools 3b. School Code 39140
4. Amount of years requested for exemption (1-12 Years) Transfer of remaining 4 years, ending in 2025			
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. See Schedule 5 attached. Legal description of the property attached as Exhibit A.			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		N/A - Transfer of existing cert. Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		N/A - Transfer of existing cert. Personal Property Costs	
6c. Total Project Costs * Round Costs to Nearest Dollar		N/A - Transfer of existing cert. Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
Begin Date (M/D/Y)		End Date (M/D/Y)	
Real Property Improvements	N/A - Transfer	N/A - Transfer	☐ Owned ☐ Leased
Personal Property Improvements	N/A - Transfer	N/A - Transfer	☐ Owned ☐ Leased
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No			
9. No. of existing jobs at this facility that will be retained as a result of this project. 108.5 full-time equivalent existing employees		10. No. of new jobs at this facility expected to create within 2 years of completion. N/A. Required to hire 10 new employees during term.	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)		N/A	
b. TV of Personal Property (excluding inventory)		N/A	
c. Total TV		N/A	
12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District			
12b. Date district was established by local government unit (contact local unit) October 7, 2014		12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Matthew Van Dyk	13b. Telephone Number (269) 226-2988	13c. Fax Number	13d. E-mail Address vandykm@millerjohnson.com
14a. Name of Contact Person Matthew Van Dyk	14b. Telephone Number (269) 226-2988	14c. Fax Number	14d. E-mail Address vandykm@millerjohnson.com
▶ 15a. Name of Company Officer (No Authorized Agents) Kyle Gay - CFO			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 423 622 2501	15d. Date 12/1/2020
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2001 Riverside Drive, Chattanooga, TN 37406		15f. Telephone Number 1-800-758-3289	15g. E-mail Address jimmy.glascock@kencogroup.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.):

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit www.michigan.gov/propertytaxexemptions.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Schedule 5

Kenco Logistic Services, LLC (“Kenco”) requests approval for the transfer of the current Industrial Facilities Tax Exemption Certificate for the real property located at 6501 Portage Road, Portage, Michigan 49002 (the “Property”), which is located within Industrial Development District #90. Kenco requests approval under MCL 207.571(1) for the transfer of the Certificate to Stryker Corporation, in connection with JDK Real Estate, LLC’s (“JDK”) proposed sale of the real property to Stryker Corporation. The Property and all improvements constructed thereon have been completed as of the date of this application, and the parties do not have current plans for future construction, improvement or further installation of equipment.

JDK, an affiliate of Kenco, is the current owner of the Property. Kenco currently leases the Property from JDK pursuant to a related-party lease, pursuant to which Kenco operates a logistics business from the Property that provides third-party logistics services to Stryker Corporation. Following the closing of the proposed sale of the Property to Stryker Corporation, the JDK-Kenco related-party lease will be terminated, but Kenco will continue to operate from the Property as a provider of third-party logistics services to Stryker Corporation. In short, while Kenco will no longer own the Property through its affiliate, JDK, the operation of the business from the Property will not change. Stryker will own the Property, but Kenco will continue to operate from the Property in order to continue providing third-party logistics services to Stryker.

Kenco requests that, contingent upon the closing of the sale of the Property to Stryker Corporation, the Industrial Facilities Tax Exemption Certificate be assigned to Stryker Corporation for the remaining four years of the Certificate’s term, which ends in 2025. Kenco, JDK and Stryker Corporation are agreeable to entering into an amendment and assignment of the current Tax Abatement Agreement dated November 10, 2014, as amended by that certain Amendment to Tax Abatement Agreement dated August 27, 2015 (collectively, the “Abatement Agreement”). As required by Paragraph 17 of the Abatement Agreement, Stryker Corporation will enter into an amendment to the Abatement Agreement as necessary to evidence its agreement to uphold the terms and conditions of the Abatement Agreement upon assuming ownership of the Property.

Exhibit A

Legal Description of the Property

The real property in the City of Portage, Kalamazoo County, Michigan, described as:

That part of the Northeast Quarter of Section 11, Township 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, described as: Commencing at the North Quarter corner of said Section 11; thence South 00 degrees 19 minutes 09 seconds East on the West line of the Northeast Quarter of said Section 11 a distance of 1325.47 feet to the North line of the Southwest Quarter of said Northeast Quarter; thence North 89 degrees 56 minutes 40 seconds East on said North line 50.00 feet to the East right of way line of Portage Road and the Point of Beginning of the land herein described; thence continuing North 89 degrees 56 minutes 40 seconds East on said North line 1271.75 feet to the East line of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 24 minutes 13 seconds East on said East line 1280.47 feet; thence West parallel with the South line of the Southeast Quarter of said Section 11 a distance of 1273.64 feet to said East right of way line; thence North 00 degrees 19 minutes 09 seconds West on said East right of way line 1279.22 feet to the Point of Beginning.

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

Assumed the South line of said Section 11 to bear East.

Address: 6501 Portage Road, Portage, Michigan 49002
Tax parcel #: 10-00011-010-J

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 1-20**

**RESOLUTION APPROVING TRANSFER OF IFT CERTIFICATE
FROM KENCO LOGISTIC SERVICES LLC TO STRYKER CORPORATION**

Minutes of a regular meeting of the City Council of the City of Portage, Michigan, held on December 15, 2020, at 7:00 p.m. local time at the City Hall in the City of Portage, Michigan (via WebEx meeting platform).

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City of Portage established an Industrial Development District #90 by resolution on October 7, 2014; and

WHEREAS, in 2014 the City of Portage approved an application from Kenco Logistic Services LLC for an Industrial Facilities Exemption Certificate for real property and building improvements for property located at 6501 Portage Road, Portage Michigan, within IDD #90; and

WHEREAS, in 2014 the City of Portage approved a Tax Abatement Agreement with Scannell Properties, Kenco Logistic Services LLC and the City of Portage regarding the property located at 6501 Portage Road, Portage Michigan; and

WHEREAS, in 2015 the City of Portage approved the Assignment and Assumption of the Tax Abatement Agreement from Scannell to JDK, which Agreement included that Kenco Logistic Services LLC would retain the IFT certificate 2015-005; and

WHEREAS, Stryker Corporation has filed an application for a transfer of the Industrial Facilities Exemption Certificate 2015-005 with respect to real property and building improvements regarding the property located at 6501 Portage Road, Portage, Michigan; and

WHEREAS, the applicant, the Assessor, and a representative of the affected taxing units were given

written notice of the transfer application and were offered an opportunity to be heard on said application;
and

WHEREAS, Stryker Corporation has substantially met all the requirements under Public Act 198 of 1974 for the transfer of Industrial Facilities Exemption Certificate 2015-005; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the the City of Portage, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Portage that:

1. The City Council finds and determines that the granting of the transfer of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Portage or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Portage.

2. The application from Stryker Corporation for a transfer of Industrial Facilities Exemption Certificate 2015-005 with respect to a real property and building improvements on the following described parcel of real property situated within the Industrial Development District #90 (attached as Exhibit A) be and the same is hereby approved, subject to the following conditions:

- a. The transfer of the property from JDK to Stryker Corporation occurs on or before 12/31/2020.
- b. Upon submittal of proof of transfer of property from JDK to Stryker Corporation, City staff are directed to forward the necessary documents to effectuate the IFT certificate transfer to the State of Michigan as expediently as possible.
- c. If the transfer of property from JDK to Stryker Corporation does not occur on or before 12/31/2020, the approved of the IFT Certificate Transfer is automatically deemed revoked.

3. The Industrial Facilities Exemption Certificate when issued shall remain in force for the remaining years approved under Industrial Facilities Exemption Certificate, expiring 12/30/2024.

ADOPTED: YEAS: Councilmember: _____

NAYS: Councilmember: _____

ABSENT: Councilmember: _____

RESOLUTION DECLARED ADOPTED:

Erica Eklov, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of the City of Portage, Michigan, Kalamazoo County, held on the _____ day of _____, 2020, the original of which is in the official proceedings of the City Council.

Erica Eklov, City Clerk

Prepared by:
Catherine Kaufman (P65412)
City of Portage Attorney
470 W. Centre Ave, Suite A
Portage, MI 49024

Approved as to Form:

Date: 12/10/2020

By: Catherine Kaufman
City Attorney

Exhibit A

Legal Description of the Property

The real property in the City of Portage, Kalamazoo County, Michigan, described as:

That part of the Northeast Quarter of Section 11, Township 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, described as: Commencing at the North Quarter corner of said Section 11; thence South 00 degrees 19 minutes 09 seconds East on the West line of the Northeast Quarter of said Section 11 a distance of 1325.47 feet to the North line of the Southwest Quarter of said Northeast Quarter; thence North 89 degrees 56 minutes 40 seconds East on said North line 50.00 feet to the East right of way line of Portage Road and the Point of Beginning of the land herein described; thence continuing North 89 degrees 56 minutes 40 seconds East on said North line 1271.75 feet to the East line of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 24 minutes 13 seconds East on said East line 1280.47 feet; thence West parallel with the South line of the Southeast Quarter of said Section 11 a distance of 1273.64 feet to said East right of way line; thence North 00 degrees 19 minutes 09 seconds West on said East right of way line 1279.22 feet to the Point of Beginning.

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

Assumed the South line of said Section 11 to bear East.

Address: 6501 Portage Road, Portage, Michigan 49002
Tax parcel #: 10-00011-010-J

**SECOND AMENDMENT AND ASSIGNMENT
OF TAX ABATEMENT AGREEMENT**

THIS SECOND AMENDMENT AND ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this "*Amendment*") is made as of the ___ day of December, 2020 (the "*Execution Date*"), by and among the City of Portage, a Michigan municipal corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002 (the "*City*"), JDK Real Estate, LLC, a Delaware limited liability company, of 2001 Riverside Drive, Chattanooga, Tennessee 37406 ("*JDK*"), Kenco Logistic Services, LLC, a Delaware limited liability company, of 2001 Riverside Drive, Chattanooga, Tennessee 37406 ("*Kenco*"), and Stryker Corporation, a Michigan corporation, whose address is 2825 Airview Boulevard, Kalamazoo, Michigan 49002 ("*Stryker*").

RECITALS

A. Scannell Properties #192, LLC, an Indiana limited liability company ("*Scannell*"), Kenco and the City entered into that certain Tax Abatement Agreement dated November 10, 2014 (the "*Initial Abatement Agreement*") pertaining to the Industrial Facilities Exemption Certificate held by Kenco (the "*Certificate*") in connection with Kenco's operation of a business from the property located at 6501 Portage Road, Portage, Michigan 49002 (the "*Property*"), within Industrial Development District #90.

B. Scannell, the City and JDK entered into that certain Amendment to Tax Abatement Agreement dated August 27, 2015 (the "*First Amendment*," together with the Initial Abatement Agreement, collectively, the "*Abatement Agreement*"), pursuant to which the City provided its consent to the transfer of the Abatement Agreement from Scannell to JDK in connection with Scannell's sale of the Property to JDK.

C. Pursuant to the First Amendment, JDK assumed and agreed to be bound by the Abatement Agreement and to perform all duties and obligations under the Abatement Agreement, and Scannell was removed as a party to the Abatement Agreement.

D. JDK and Stryker have entered into a Purchase Agreement dated December ___, 2020 for the sale of the Property to Stryker (the "*Purchase Agreement*").

E. In conjunction with the sale of the Property to Stryker, Kenco, JDK, and Stryker have requested the City's consent and approval of the transfer of the Certificate to Stryker following the closing of the purchase and sale of the Property to Stryker.

F. Kenco, JDK, Stryker and the City desire to modify and amend the Abatement Agreement to, among other things, provide the City's consent to the transfer of the Certificate to Stryker and to assign Kenco's and JDK's respective interests in the Certificate and the Abatement Agreement to Stryker as of the Effective Date, as more fully set forth in this Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Consent.** Pursuant to Paragraph 17 of the Abatement Agreement, the City consents and agrees to the transfer of the Certificate from Kenco to Stryker, and the City further consents to the assignment and transfer of the Abatement Agreement from JDK and Kenco to Stryker, which consent shall

become effective upon the closing of the transaction contemplated in the Purchase Agreement (the "**Effective Date**").

2. **Assignment of Certificate.** Kenco hereby assigns and delegates to Stryker all of Kenco's right, title, and interest in and to the Certificate, and the performance of all obligations to be performed by Kenco under the Certificate on the Effective Date. Kenco shall defend, indemnify, and hold Stryker harmless from and against any and all claims, demands, causes of action, liabilities, judgments, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach or default of Kenco under the Certificate on and before the Effective Date. From and after the Effective Date, the Certificate shall be held in the name of Stryker Corporation under the terms and conditions contained in the Abatement Agreement.

3. **Assumption of Certificate.** From and after the Effective Date, Stryker accepts and assumes from Kenco the performance of all obligations to be performed by Kenco under the Certificate. Stryker shall defend, indemnify, and hold Kenco harmless from and against any and all claims, demands, causes of action, liabilities, judgments, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach or default of Stryker under the Certificate after the Effective Date.

4. **Assignment of Abatement Agreement.** JDK and Kenco hereby assign and delegate to Stryker all of JDK's and Kenco's right, title, and interest in and to the Abatement Agreement, and the performance of all obligations to be performed by JDK under the Abatement Agreement on the Effective Date. JDK shall defend, indemnify, and hold Stryker harmless from and against any and all claims, demands, causes of action, liabilities, judgments, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach or default of JDK under the Abatement Agreement on and before the Effective Date.

5. **Assumption of Abatement Agreement.** From and after the Effective Date, Stryker accepts and assumes from JDK and Kenco the performance of all obligations to be performed by JDK and Kenco under the Abatement Agreement. Stryker shall defend, indemnify, and hold JDK and Kenco harmless from and against any and all claims, demands, causes of action, liabilities, judgments, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach or default of Stryker under the Abatement Agreement after the Effective Date.

6. **Representations & Warranties.** JDK and Kenco hereby represent and warrant to Stryker that, as of the Effective Date, (a) the Certificate and Abatement Agreement are in good standing, there are no current defaults under either the Certificate or Abatement Agreement, and neither Seller nor Kenco have any current, actual knowledge of any fact or circumstance which, but for the giving of notice and/or passage of time, would be deemed a default under the Certificate or Abatement Agreement; and (b) Kenco has fully discharged and performed its obligations under the Abatement Agreement and Certificate through the Closing, including, without limitation, the maintaining of at least 118.5 full-time equivalent employees at the Property and providing the State Tax Commission and the City with all notices and costs reports following completion of construction of the improvements at the Property.

7. **Release.** From and after the Effective Date, JDK and Kenco shall be released from the performance of those obligations to be performed by JDK and Kenco under the Certificate and the Abatement Agreement. The right, title and interest of JDK and Kenco under the Certificate and the Abatement Agreement shall be deemed terminated as of the Effective Date, and neither JDK nor Kenco shall have any further rights, liabilities or obligations under the Certificate and the Abatement Agreement to the extent that such rights, liabilities or obligations pertain to the time period following the Effective Date. Notwithstanding anything contained in the foregoing to the contrary, the Certificate and Abatement

Agreement, and the terms and condition contained therein, shall continue and shall remain in full force and effect as between Stryker and the City following the Effective Date.

8. **Employees.** City, Stryker, JDK, and Kenco acknowledge and agree that the requirements contained in Section 6 of the Abatement Agreement pertaining to existing and new employees shall be deemed satisfied regardless of whether such employees are employees of Kenco or Stryker.

9. **Relocation.** City, Stryker, JDK, and Kenco acknowledge and agree that Section 7 of the Abatement Agreement shall be deemed satisfied so long as Kenco or Stryker operates in the facility for the entire period the certificate within the City, and either Kenco or Stryker does not move or relocate substantially all of the facility, business, or any portions of either outside the industrial development district during the period in which the industrial facilities exemption Certificate is in effect.

10. **Miscellaneous.**

(a) This Amendment represents the entire understanding between the parties with respect to the foregoing matter. All prior negotiations and agreements between the parties with respect to the foregoing matter are of no further force or effect.

(b) The laws of the state of Michigan, without giving effect to their resolution of conflicts of law, will govern any adversarial proceeding between the parties arising out of this Amendment.

(c) This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of a copy of an executed counterpart of a signature page to this Amendment by fax, email or other transmission will be as effective as delivery of a manually executed signature page to this Amendment.

(d) Notwithstanding any other provision of this Amendment to the contrary, the parties obligations hereunder shall not be effective until the Effective Date. In the event the Effective Date has not occurred by 11:59 PM EST on December 31, 2020, this Amendment shall be deemed null and void, immediately terminated, and of no further force or effect.

[Signature page(s) to follow.]

[Signature page to Second Amendment and Assignment of Tax Abatement Agreement]

IN WITNESS WHEREOF, the City, JDK, Kenco and Stryker have made this Amendment as of the Effective Date.

CITY:

CITY OF PORTAGE,
a Michigan municipal corporation

Dated as of: December __, 2020

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

By: _____
Its: _____

Acknowledged before me on the __ day of December, 2020, by _____,
as _____ of the City of Portage, a Michigan municipal corporation, on behalf of the City.

Printed: _____
Notary Public, _____ County, _____
My commission expires: _____
Acting in _____ County, _____

[Signature page(s) to follow.]

APPROVED AS TO FORM
DATE 12/10/2020
[Signature]
CITY ATTORNEY

[Signature page to Second Amendment and Assignment of Tax Abatement Agreement]

IN WITNESS WHEREOF, the City, JDK, Kenco and Stryker have made this Amendment as of the Effective Date.

JDK:

JDK REAL ESTATE, LLC,
a Delaware limited liability company

Dated as of: December __, 2020

STATE OF _____)
COUNTY OF _____)

By: _____
Its: _____

Acknowledged before me on the __ day of December, 2020, by _____,
as _____ of JDK Real Estate, LLC, a Delaware limited liability company, on behalf of the company.

Printed: _____
Notary Public, _____ County, _____
My commission expires: _____
Acting in _____ County, _____

[Signature page(s) to follow.]

[Signature page to Second Amendment and Assignment of Tax Abatement Agreement]

IN WITNESS WHEREOF, the City, JDK, Kenco and Stryker have made this Amendment as of the Effective Date.

KENCO:

KENCO LOGISTIC SERVICES, LLC,
a Delaware limited liability company

Dated as of: December __, 2020

STATE OF _____)
COUNTY OF _____)

By: _____
Its: _____

Acknowledged before me on the __ day of December, 2020, by _____,
as _____ of Kenco Logistic Services, LLC, a Delaware limited liability company, on behalf of the
company.

Printed: _____
Notary Public, _____ County, _____
My commission expires: _____
Acting in _____ County, _____

[Signature page(s) to follow.]

[Signature page to Second Amendment and Assignment of Tax Abatement Agreement]

IN WITNESS WHEREOF, the City, JDK, Kenco and Stryker have made this Amendment as of the Effective Date.

STRYKER:

STRYKER CORPORATION,
a Michigan corporation

Dated as of: December __, 2020

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

By: _____
Its: _____

Acknowledged before me on the __ day of December, 2020, by _____,
as _____ of Stryker Corporation, a Michigan corporation, on behalf of the corporation.

Printed: _____
Notary Public, _____ County, _____
My commission expires: _____
Acting in _____ County, _____