

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

7:00 p.m.

Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
 - a. Regular Meeting of June 8, 2021.
 - b. Pre-Council Meeting of June 21, 2021.
2. Approval of the Accounts Payable Register of June 22, 2021 as presented.
3. Award a contract in the amount of \$133,024 to Stafford-Smith, Inc., for Kitchen Equipment and Installation for the Charles & Lynn Zhang Portage Community Senior Center and authorize the City Manager to execute all documents related to this action on behalf of the city.
4. Approve a contract between the Road Commission of Kalamazoo County and the City of Portage concerning funding for the replacement of water main at the intersection of South Sprinkle Road and Meredith Street.
5. Resolution to approve Amendment 1 and Amendment 2 to the Kalamazoo County Solid Waste Management Plan dated July 28, 1999 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
6. Set a public hearing for July 13, 2021, regarding the acceptance of the Lake Center District Corridor and Placemaking Study and recommendation of the preferred road scenario for Portage Road.
7. Approve the three-year software licensing and service agreement from OpenGov, of San Jose, CA in the amount of \$153,725 and authorize the City Manager to execute all documents related to this action.
8. Minutes of Boards & Commissions:
 - a. Human Services Board of May 6, 2021.
 - b. Environmental Board of May 12, 2021.
9. Materials Transmitted of June 8, 2021

10. Calendar of Meetings:

- Human Services Board, July 1, 2021 at 6:30 p.m. - Virtual.
- Planning Commission, July 1, 2021 at 7:00 p.m. - Virtual.
- Historic District Commission, July 7, 2021 at 8:15 a.m. - Virtual.
- Park Commission, July 7, 2021 at 6:30 p.m. - Virtual.
- Zoning Board of Appeals, July 12, 2021 at 7:00 p.m. - Virtual.
- *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.) Major meetings may be viewed live on Charter channel 995 and AT&T channel 99 or live streaming at portagemi.gov/205.*

B. Petitions and Statements of Citizens:

C. Communications:

D. Public Hearings:

1. Subsequent to the public hearing, adopt Resolution No. 4 to approve the proposed Tax Abatement Certificate, Tax Abatement Agreement and Affidavit of Fees for Genesis PharmOptima at 6710 Quality Way.

E. Regular Business Agenda:

1. To receive the Tow Audit Report from Walworth & Nayh, P.C.; and take subsequent action.

F. Unfinished Business:

1. Adopt the Resolution to Sell the Excess City Property in the amount of \$250,000 located along the south side of Gladys Street, east of 6405 South Westnedge Avenue.

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.

CITY COUNCIL MEETING MINUTES FROM JUNE 8, 2021

Mayor Patricia Randall called the Regular Meeting to order at 7:00 PM. The regular meeting was held virtually as permitted by PA 228, in accordance with December 2020 Kalamazoo County Emergency Declaration. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. All members participated virtually from Portage, Michigan. Also in attendance were City Manager Joe La Margo, City Attorney Catherine Kaufman, Deputy City Manager Adam Herringa, and Community Development Director Kelly Peterson, Deputy Director of Planning and Neighborhood Services Christopher Forth and Deputy City Clerk Tammy Durian.

At the request of Mayor Randall, the audience observed a moment of personal introspection to honor all denominations and personal beliefs as we work together towards a more equitable and just America. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS:

Councilmember Ledbetter read the Juneteenth Celebration Day Proclamation and Councilmember Reid read the Pride Month 2021 Proclamation.

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. Patricia Rakoci, Redwood Living, spoke on a letter presented to City Council in lieu of installing sidewalks. Patricia Rakoci, Redwood Living, requested the removal of Item A.4 from the Consent Agenda. Motion by Ledbetter, seconded by Burns, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

Approval of Meeting Minutes: Motion by Ledbetter, seconded by Burns, to approve the Board and Commission Interview Session of May 25, 2021, the Regular Meeting Minutes of May 25, 2021 and Pre-Council Meeting Minutes of June 7, 2021. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Ledbetter, seconded by Burns, to approve the Accounts Payable Register of June 8, 2021, as presented. Upon roll call vote, motion carried 7 to 0.

Delinquent Water and Sewer Bills: Motion by Ledbetter, seconded by Burns, to order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2021, will be transferred to the 2021 city tax roll and assessed against the property for which the services were furnished. Upon a roll call vote, motion carried 7 to 0.

Resolution for Tasting Room – Lake Burgers (6800 South Westnedge): Motion by Ledbetter, seconded by Burns, to adopt the Resolution for Local Government Approval for an

On-Premises Tasting Room License for Lake Burgers for 6800 South Westnedge (Suite F). Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards and Commissions: Motion by Ledbetter, seconded by Burns, to accept the minutes of the Youth Advisory Committee of April 19, 2021. Upon a roll call vote, motion carried 7 to 0.

Materials Transmitted: Motion by Ledbetter, seconded by Burns, to accept the Materials Transmitted of May 21, 2021. Upon a roll call vote, motion carried 7 to 0.

Calendar of Meetings: Motion by Ledbetter, seconded by Burns, to accept the Calendar of Meetings as presented. Upon a roll call vote, motion carried 7 to 0.

PETITIONS AND STATEMENT OF CITIZENS: Michael Cartier, 1127 Lakeview Drive, commented on the petitions submitted to Council and thanked the Steering Committee for hosting the open house for the Lake Center District. He addressed Councilmember comments related to the Lake Center District Steering Committee report and looks forward to meeting in person to discuss the report with Council. Mayor Pro Tem Pearson replied to Mr. Cartier's comment and thanked him for his invitation to visit West Lake.

The Office of the City Clerk received a citizen petition to Protect West Lake Water Quality and Safety addressed to the City Council and a citizen petition regarding Issues Related to the Lake Center District Steering Committee Report addressed to City Council.

Motion by Burns, seconded by Ledbetter, to receive the Citizen Petition to Protect West Lake Water Quality and Safety. Upon a roll call vote, motion carried 7 to 0.

Motion by Burns, seconded by Reid, to receive the Citizen Petition regarding Issues Related to the Lake Center District Steering Committee Report. Upon a roll call vote, motion carried 7 to 0.

PUBLIC HEARINGS:

GENESIS PHARMOPTIMA, 6710 QUALITY WAY, APPLICATION FOR INDUSTRIAL TAX ABATEMENT: Mayor Randall opened the public hearing. City Manager La Margo deferred to Deputy Director of Planning and Neighborhood Service Chris Forth. Mr. Forth noted that City Council has received a request from Genesis PharmOptima to expand Industrial Development District (IDD) No. 78 and a Public Act 198 tax abatement application. The proposed Genesis PharmOptima expansion project includes the construction of an approximate 13,000 square foot addition and will create additional jobs.

Patrick Lennon, representative for Genesis PharmOptima, indicated that this is a two-step process. The first step is expanding the industrial development district to capture the new footprint of the building, and the second is to consider the tax abatement agreement. Mr. Lennon also introduced Michael Gayle, Vice President Genesis PharmOptima. Mr. Gayle thanked the City Council for consideration, and said the proposed tax abatement allows the opportunity to grow and to create more jobs.

Motion by Pearson, seconded by Reid, to close the public hearing. Upon roll call vote, motion carried 7 to 0.

Motion by Pearson, seconded by Knapp, to adopt: Resolution No. 2 to expand Industrial Development District No. 78 for Genesis PharmOptima, LLC, and adopt Resolution No. 3 to set a hearing on the proposed Tax Abatement at 6710 Quality Way for June 22, 2021.

Councilmember Reid shared discussion related to the Project Impact Analysis. She noted there were corrections and the corrected information is on the website.

Mayor Pro Tem Pearson looks forward to the success of Genesis PharmOptima in the City of Portage. Mr. Gayle provided background for Genesis PharmOptima.

Councilmember Urban asked for clarification regarding the name listed as property owner. Mr. Lennon explained the holding company leases the real estate to the business. Attorney Kaufman confirmed statutory requirement.

Upon roll call vote, motion carried 7 to 0.

REGULAR BUSINESS:

Final Plan for Redwood Living, 7801 Garden lane and 1203 East Centre Avenue. Item A.4 was removed from the Consent Agenda by Vice President of Acquisitions for Redwood Living, Patricia Rakoci, and added to Regular Business. Mayor Randall asked that Patricia Rakoci call in to discuss the agenda item. Emily Engelhart, representative of Redwood Living, said that she is able to articulate the concerns of Redwood Living. She explained that there was discussion with the Planning Commission regarding sidewalk installation along Lovers Lane and Garden Lane. Redwood Living is not opposed to installing sidewalks but did provide a letter to City Council detailing a proposal for payment in lieu of sidewalk installation at the time of development.

City Manager La Margo noted that sidewalk installation is consistent with the City Council adopted 2015 Complete Streets Policy and Comprehensive Plan. Community Development Director Kelly Peterson shared the value of installing sidewalks.

Councilmember Reid pointed out that connection of sidewalks is a way to for the citizens to be able to utilize the area. She does not want to restrict the pedestrian opportunity by not having a sidewalk installed.

Councilmember Burns asked about the process that will connect north and south on Lovers Lane and Garden Lane in the future. Director Peterson noted that the City has sidewalks programed in the Capital Improvement Plan (CIP) as well as a sidewalk GAP program through Public Works and Transportation and Utilities Department as well as sidewalk funding that could be used to facilitate connections. Mayor Randall asked how soon funding would be obtained.

Mayor Pro Tem Pearson inquired about a previous property that received a sidewalk to nowhere delay. Director Peterson replied there would be follow-up with the property owner.

Councilmember Burns appreciates Redwood's flexibility and is committed to the availability of adjoining sidewalks so residents can utilize them.

Mayor Randall confirmed Redwood Living's position on moving forward. Emily Engelhart, Redwood Living, agreed and thanked Council for their comments.

Motion by Reid, seconded by Knapp, to approve the Final Plan for Redwood Living, 7801 Garden Lane and 1203 East Centre Avenue, subject to: a) the execution of a development agreement between the City of Portage and Redwood Living that would outline measures implemented by Redwood Living during the construction phase of the project to minimize impacts on the adjacent residents, and, b) the installation of sidewalks during the development of the Redwood project. Upon roll call vote, motion carried 7 to 0.

CLOSED SESSION: Mayor Randall introduced the item and explained that the Regular Meeting would resume following the proposed Closed Session. Motion by Pearson, seconded by Reid, to go into Closed Session to consider the lease or purchase of real property immediately following conclusion of the business items of the Regular Agenda. Upon a roll call vote, motion carried 7 to 0.

Adjourned to Closed Session at 7:55 p.m.
Resumed the Regular Meeting at 9:16 p.m.

RESUMPTION OF OPEN SESSION: Motion by Knapp, seconded by Reid, to authorized the City Manager to execute the direction of the City Council that was discussed in Closed Session. Upon a roll call vote, motion carried 6 – 0, 1 (Burns) abstained.

COUNCIL COMMITTEE REPORTS: Councilmember Burns noted that he and Mayor Pro Tem Pearson attended a finance subcommittee of the Central County Transportation Authority Board (CCTA). He shared the recommended budget and proposed millage rate for the Kalamazoo County Transportation Authority was discussed.

Motion by Knapp, seconded by Reid, to accept the Council Committee Report as presented. Upon roll call vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Burns is excited to hear that Western Michigan University will receive a \$550 million donation from an anonymous alumnus, noting this is the largest donation to a public university on record.

Councilmember Reid commented on COVID-19's effect on technology and on businesses. She also thanked Genesis PharmOptima, and noted she looks forward to review of the Tax Abatement Project Impact Analysis form.

Councilmember Urban shared that a number of people gathered for the Charles & Lynn Zhange Portage Community Senior Center Topping Off Ceremony to watch the placement of the final beam, and noted the ability to see them face-to-face. He highlighted the effects of COVID-19. Lastly, he read and commented on a quote from the Juneteenth proclamation.

Councilmember Ledbetter attended the City of Portage Farmers Market and encouraged folks to attend. He urged everyone to research the Emancipation Proclamation and the meaning of Juneteenth (which was two years after the Emancipation Proclamation), noting the correct term is enslaved versus slaves.

City Manager La Margo replied to a comment from a caller earlier in the evening regarding taxes and the corridor improvement for the Lake Center District. He shared that the City of Portage's millage has not been increased for 7 years and there was a 10% decrease in budget without negatively affecting services provided to residents. He expressed his condolences to Kendra Gwin.

Mayor Randall began by asking staff to update the Juneteenth Proclamation. She then commented on the Topping Off Ceremony. She reported she attended the public announcement for the Western Michigan University gift, and gave a virtual presentation, including an update from Portage, to the Kalamazoo Greater Area Board of Realtors. She also shared that Southwest Michigan First is interested in providing guidance for leadership for people interested in public service. She closed with the City of Portage uses eminent domain as a last resort and has no properties in mind, and encouraged residents to read the June Portager.

ADJOURNMENT: Mayor Randall adjourned the meeting at 9:38 p.m.

Tammy Durian, Deputy City Clerk

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
JUNE 21, 2021**

Mayor Patricia Randall called the virtual 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 virtually. In compliance with Michigan Public Act 228, the Mayor and Councilmembers disclosed their virtual participation with Mayor Randall attending from South Haven, Michigan, and the Councilmembers from Portage, Michigan. Councilmember Terry Urban was absent with excuse. Also in attendance were City Manager Joe La Margo, Deputy City Manager Adam Herringa, Deputy City Manager Mike Carroll, and City Clerk Erica Eklov.

With regard to Item A.4, RCKC Contract - Sprinkle Road/Meredith Street Water Main Replacement, Councilmember Knapp inquired as to the cost for the city and whether the dollar amount would be included as part of the Action Recommended. City Manager La Margo stated he would research and respond.

With regard to Item A.5, Kalamazoo County Solid Waste Management Plan Amendments, Councilmember Reid inquired whether there would be additional costs to Kalamazoo County and associated jurisdictions. Deputy City Manager Herringa responded that the proposal was a private investment in the future use of the site instead of a user expense. Councilmember Reid inquired whether construction and demolition waste is currently recycled or trashed, and questioned the benefit of a separate recycling facility for said waste. The City Manager stated he would research and respond. Councilmember Burns inquired whether residents would be dealing with a separate vendor going forward. City Manager La Margo responded they would not.

With regard to Item A.7, OpenGov Software, Councilmember Reid inquired whether OpenGov would be replacing existing software or was a new system with new data not otherwise tracked. City Manager La Margo responded that it was a new software to improve efficiency and automation of the budget preparation process, as well as generate data for process improvements. Councilmember Reid then asked whether the City Administration anticipated cost-savings with the current BS&A contract in light of moving budgeting functions to the new software. City Manager La Margo responded that it was not planned at this point. Councilmember Burns noted the attached service agreement contained document revisions and asked for clarification. City Manager La Margo stated he would research and respond.

With regard to Item E.1, Towing Audit Report, Mayor Pro Tem Pearson noted this matter is part of a repeat issue with one of the complaints relating to limited bid specifications that result in only one qualified vendor. He requested a copy of the bid specifications and asked for clarification on whether the current vendor, McDonald's Towing, is the only one capable. City Manager La Margo confirmed that past bid specifications were limiting, which the City Administration corrected to level the field, but noted the primary factor for McDonald's Towing receiving the contract was a result of consistent below market pricing. Mayor Pro Tem Pearson then asked about the removed specifications. Deputy City Manager Carroll responded that certain aspects such as indoor storage for a period of up to 25 cars were unnecessary and removed. He further noted requirements for continued monitoring on Closed Circuit television and alarm systems was also deemed unnecessary. Mr. Carroll noted he had met with Jamie Graham of Graham's Towing, as well as the President of McDonald's Towing and the President of the Michigan Tow Association to ensure the existing bid specifications were sufficient.

Councilmember Reid inquired about the various options offered as potential next steps in the Action Recommended. Councilmember Reid then inquired about the frequency of a Portage Police Officer attending vehicle auctions. Deputy City Manager Carroll responded that it was usually every quarter. She then requested the cost to the city for the police officer to attend the auctions, noting rotational towing would increase this duty. Deputy City Manager Carroll confirmed he would research. Councilmember Reid then asked about the number of potential additional vendors and Deputy City Manager Carroll responded that an outside opinion had quoted about ten to twelve possible vendors. City Manager La Margo relayed that discussions with Kalamazoo County Consolidated Dispatch Authority Executive Director Jeff Troyer confirmed rotational towing was best performed on a weekly basis. Mayor Pro Tem Pearson inquired about a focus on Portage vendors. Deputy City Manager Carroll responded that a prior administrative review of local vendor preferences would violate certain purchasing association rules. Councilmember Burns inquired about the additional vendors noted in the audit report. Deputy City Manager Carroll responded that the President of McDonald's Towing owned several other companies used by the city and encompassed in the original citizen complaint. Councilmember Ledbetter expressed concern with towing delays during the cold winter months. City Manager La Margo noted the current contract allowed for utilizing other vendors if the city's contractor was unable to respond.

With regard to Item F.1, Sale of Excess City Property - South Westnedge Avenue and Gladys Street, Councilmember Reid noted demolition had already begun at the site and inquired about the proposed new business. City Manager La Margo responded that a restaurant was planned but further details would be held until all contracts had been finalized.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:39 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
Aaron Coeur, Deputy Director of Accounting & Budget

ACTION RECOMMENDED: Approval of the Accounts Payable Register of June 22, 2021 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 May 30, 2021 through June 12, 2021 and notes \$321,349.27 in automated clearing house payments, \$583,530.86 in paper checks, \$100,513.88 in autopay payments, \$164,817.08 in electronic payments and \$7,254.49 in credit card payments (May) for a grand total of \$1,177,465.58.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of June 22, 2021

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/30/2021 to 6/12/2021

Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
06/04/2021	15169(A)	CHARTER COMMUNICATIONS	CABLE TV	295.11
06/04/2021	15170(A)	EKLOV, ERICA	REIMBURSEMENT OF TRAVEL/TRAINING EXPENSE	95.73
06/11/2021	15171(A)	ADP, INC.	BI WEEKLY PAYROLL	4,471.27
06/11/2021	15172(A)	AIRGAS USA LLC	FIRE OPERATIONS SUPPLIES	318.81
06/11/2021	15173(A)	ALKHAMIS, ZACHARY ZIAD	SNAP/DU REIMBURSEMENT	77.00
06/11/2021	15174(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	3,367.97
06/11/2021	15175(A)	ALRO STEEL CORPORATION	REPAIR AND MAINTENANCE SUPPLIES	205.50
06/11/2021	15176(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	675.00
06/11/2021	15177(A)	AUMACK, MICHAEL	UMPIRE PAYROLL SUMMER 2021	250.00
06/11/2021	15178(A)	AUNALYTICS INC	DISASTER RECOVERY SERVICE MONTHLY CHARGE	1,757.70
06/11/2021	15179(A)	AXON ENTERPRISES, INC.	30 TRAINING CARTRIDGES	1,890.00
06/11/2021	15180(A)	BEEBE, RONALD E.	UMPIRE PAYROLL SUMMER 2021	350.00
06/11/2021	15181(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING	57,218.52
06/11/2021	15182(A)	BOGARD, SCOTT T	INIA DRUG/TERRORIST TRNG CONFERENCE	319.50
06/11/2021	15183(A)	BURKE, GREGORY	COLT ARMORER SCHOOL	742.50
06/11/2021	15184(A)	C T S TELECOM, INC.	FIBER SERVICES ADDITIONAL AMOUNT FOR FIS	6,695.76
06/11/2021	15185(A)	CAPITAL ADVANTAGE LEASING	LEASED COMPUTERS PAYMENT	7,542.80
06/11/2021	15186(A)	CARLETON EQUIPMENT CO.	REPAIR AND MAINTENANCE	378.70
06/11/2021	15187(A)	CERTASITE LLC	FIRE EXTINGUISHER MAINT	183.55
06/11/2021	15188(A)	COLLIER, MICHAEL	INIA DRUG/TERRORIST INTERDICTION CONF	319.50
06/11/2021	15189(A)	COMPLETE LANDSCAPING SOLUTIONS	MOWING FOR TALL GRASS AND WEEDS	64.80
06/11/2021	15190(A)	E J USA, INC.	CATCH BASIN REPAIR	119.05
06/11/2021	15191(A)	EDWARDS, HENRY	UMPIRE PAYROLL SUMMER 2021	117.50
06/11/2021	15192(A)	EGGERDING, GREGORY T.	UMPIRE PAYROLL SUMMER 2021	50.00
06/11/2021	15193(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ALARM MONITORING PARKS	2,323.86
06/11/2021	15194(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	RECEIVER REDUCERS	699.05
06/11/2021	15195(A)	FARM N GARDEN	DUMPSTER/GENERATOR ENCLOSURE	12,945.00
06/11/2021	15196(A)	FARR ASSOCIATES AND URBAN DESIGN PC	URBAN PLANNING & DESIGN SVCS-PORTAGE RD	2,500.00
06/11/2021	15197(A)	FISHBECK THOMPSON CARR & HUBER, INC	RISK & RESILIENCE ASSESSMENT	7,629.60
06/11/2021	15198(A)	FOREMOST SALES COMPANY LLC	PARKS CLEANING SERVICES	6,115.00
06/11/2021	15199(A)	FORSHEE, MARK	UMPIRE PAYROLL SUMMER 2021	275.00
06/11/2021	15200(A)	FULL CIRCLE FARM	SNAP REIMBURSEMENT	55.00
06/11/2021	15201(A)	GIPSON, TERESA	LERMS CONFERENCE	564.11

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Check Date	Check	Vendor Name	Description	Amount
06/11/2021	15202(A)	GLEESING, KEVIN	POLICE SCHOOL OF STAFF & COMMAND WK 5	335.50
06/11/2021	15203(A)	GORDON WATER SYSTEMS	WATER SERVICE	216.90
06/11/2021	15204(A)	GORNO FORD	NEW FLEET VEHICLE 2020	41,097.00
06/11/2021	15205(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL-RAMONA BEACH HOUSE	446.00
06/11/2021	15206(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	9,984.00
06/11/2021	15207(A)	HARTMAN, CHARLES	UMPIRE PAYROLL SUMMER 2021	96.00
06/11/2021	15208(A)	HERTZ, SHANNON	REIMB - GOOD HIRE BACKGROUND CK	109.98
06/11/2021	15209(A)	HOTRUM, ROBERT	UMPIRE PAYROLL SUMMER 2021	75.00
06/11/2021	15210(A)	INDUSCO SUPPLY CO., INC.	CITY HALL RESTROOM SUPPLIES	56.24
06/11/2021	15211(A)	INSIGHT PUBLIC SECTOR, INC.	MAAS 360 DEVICE OVERAGES	585.20
06/11/2021	15212(A)	IRISH AYRES ENTERPRISES, LLC	RAMONA PARK LANDSCAPE PROJECT	37,822.60
06/11/2021	15213(A)	JACK DOHENY SUPPLIES INC.	VACTOR SUPPLIES	444.44
06/11/2021	15214(A)	KAHN, WILMA	REMINISCENCE WRITING INSTRUCTION	203.00
06/11/2021	15215(A)	KUSHNER & COMPANY, INC.	KUSHNER & CO FSA & COBRA ADMIN	490.73
06/11/2021	15216(A)	LAWSON PRODUCTS, INC	FLEET REPAIR/MAINTENANCE	91.72
06/11/2021	15217(A)	LIFEGUARD STORE	RAMONA LIFEGUARD UNIFORMS	1,651.20
06/11/2021	15218(A)	LRE	DPW LOT EXPANSION	3,330.00
06/11/2021	15219(A)	MANEY II, JOHN RAYMOND	INIA DRUG/TERRORIST INTERDICTION TRNG	319.50
06/11/2021	15220(A)	MAPLE HILL SPRINKLING, INC.	IRRIGATION REPAIRS	2,177.00
06/11/2021	15221(A)	MARANA GROUP	METER SERVICE	273.00
06/11/2021	15222(A)	MATERIALS RESOURCES	GAS MASK CARTRIDGES & SUPPLIES	4,631.51
06/11/2021	15223(A)	MAYHEW, BRYAN	POLICE SCHOOL OF STAFF & COMMAND WK 5	335.50
06/11/2021	15224(A)	MEEKHOF TIRE SALES & SERVICE INC.	SCRAP TIRES	92.00
06/11/2021	15225(A)	MEJEUR ELECTRIC LLC	SHOP MAINTENANCE	1,430.00
06/11/2021	15226(A)	MILONAS, GEORGE	LAND CONTRACT 2005 W MILHAM	854.00
06/11/2021	15227(A)	MUCHA, NICHOLAS	REIMBURSEMENT AICP DUES	100.00
06/11/2021	15228(A)	MURRAY, MICHAEL R	SNAP/EBT REIMBURSEMENT	48.00
06/11/2021	15229(A)	NYE UNIFORMS	FIRE ADMIN UNIFORMS	674.45
06/11/2021	15230(A)	OFF THE CUFF CATERING	MAY SMART CYCLING PARTICIPANT LUNCH	95.00
06/11/2021	15231(A)	ONSTAFF USA INC	TEMP EMPLOYEE SVCS - FLEET	7,864.77
06/11/2021	15232(A)	PATESEL, TERRY	UMPIRE PAYROLL SUMMER 2021	50.00
06/11/2021	15233(A)	PAVER PET SUPPLY	PET SUPPLIES	63.00
06/11/2021	15234(A)	PEOPLEFACTS, LLC	EMPLOYEE BACKGROUND CHECKS	686.90
06/11/2021	15235(A)	PHILLIPS, KIMBERLY	MAILCHIMP, ZOOM & RYKSE REFUND	143.65

ACCOUNTS PAYABLE REGISTER
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Check Date	Check	Vendor Name	Description	Amount
06/11/2021	15236(A)	PLM LAKE & LAND MANAGEMENT	AQUATIC WEED MANAGEMENT	483.00
06/11/2021	15237(A)	PREIN & NEWHOF	2021 WATER SAMPLING - PFAS	860.00
06/11/2021	15238(A)	PREMIER TRUCK SALES & RENTAL, INC.	BAGGED LEAF PICKUP	8,400.00
06/11/2021	15239(A)	PRINTING SERVICES INC	SCHOOLHOUSE EXHIBIT SINTRA PANELS	1,068.35
06/11/2021	15240(A)	R W LAPINE INC.	CITY HALL CONTROL REPLACEMENT AND LABOR	1,235.00
06/11/2021	15241(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES	2,400.05
06/11/2021	15242(A)	RHODES, KEVIN	UMPIRE PAYROLL SUMMER 2021	325.00
06/11/2021	15243(A)	RIDGE AUTO NAPA	REPAIR/MAINTENANCE SHOP SUPPLIES	3,429.01
06/11/2021	15244(A)	VOID		0.00
06/11/2021	15245(A)	VOID		0.00
06/11/2021	15246(A)	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE SUPPLIES	39.41
06/11/2021	15247(A)	RYAN, JOHNATHAN	UMPIRE PAYROLL SUMMER 2021	23.50
06/11/2021	15248(A)	SARKOZY BAKERY LLC	SNAP REIMBURSEMENT	52.00
06/11/2021	15249(A)	SIMPLIFILE LLC	DOCUMENT RECORDING	33.00
06/11/2021	15250(A)	STOP STICK LTD	STOP STICK RACK KITS	1,130.00
06/11/2021	15251(A)	STOUT, MELISSA JOY	FITNESS INSTRUCTION - CHAIR YOGA	180.00
06/11/2021	15252(A)	TOMSIC, MATTHEW	CRIMINAL PATROL/DRUG INTERDICTION	111.50
06/11/2021	15253(A)	VERPLANK TRUCKING CO.	LIMESTONE DELIVERY	1,605.60
06/11/2021	15254(A)	WARNER OIL COMPANY INC	DEF DRUM	68.75
06/11/2021	15255(A)	WEST MICHIGAN INT'L LLC	EQUIPMENT MAINTENANCE	907.08
06/11/2021	15256(A)	WEST MICHIGAN STAMP & SEAL, INC	FIRE OFFICE SUPPLIES	46.00
06/11/2021	15257(A)	WIGHTMAN	ELIASON NORTH ENTRANCE A&E SERVICES	60,720.34
06/11/2021	15258(A)	WOLVERINE POWER SYSTEMS	GENERATOR TESTS	745.00
Total ACH				321,349.27

Check Type: Paper

06/04/2021	316824	AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP	564.00
06/04/2021	316825	CINTAS CORP.	UNIFORM RENTALS	2,202.18
06/04/2021	316826	MICAMP	MICAMP MEMBERSHIP	125.00
06/11/2021	316827	ALLEGRA PRINT & IMAGING	TOPPING OFF CEREMONY INVITATION POSTCARD	300.00
06/11/2021	316828	ALLEN EDWIN HOMES	PENNRIDGE TRAIL PH 1 WATERMAIN REIMB	54,784.00
06/11/2021	316829	AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP FOR KELLY PETERSON	431.00
06/11/2021	316830	ARTWEAR APPAREL GRAPHICS, INC.	STAFF APPAREL FOR EVENTS	451.50
06/11/2021	316831	AT&T	ELECTRONIC COMMUNICATIONS	4,225.22

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06/11/2021	316832	BAILEY TERRA NOVA FARMS	REIMBURSEMENT	43.00
06/11/2021	316833	BATCHELDER, JONATHAN	AMPHITHEATER & SCHOOLHOUSE DEPOSIT REF	200.00
06/11/2021	316834	BAY AREA TOUCHLESS CARWASH LLC	CAR WASHES	372.00
06/11/2021	316835	BEAM TEAM CONSTRUCTION INC	BD PAYMENT REFUND	609.30
06/11/2021	316836	BLAIN SUPPLY, INC.	FIRE OPERATING SUPPLIES	849.99
06/11/2021	316837	BLANK ACQUISITION LLC	DOOR HANGERS	308.49
06/11/2021	316838	BLUE CROSS/BLUE SHIELD OF MICH	HEALTH INSURANCE	25,353.85
06/11/2021	316839	BURGGRABE MASONRY, INC.	DUMPSTER & GENERATOR ENCLOSURE	1,649.90
06/11/2021	316840	BUSINESS SPEAKERS BUREAU LLC	SHANIA TWIN JUNE 2021 CONCERT	4,650.00
06/11/2021	316841	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	156.77
06/11/2021	316842	CC CONSULTING LLC	CONSULTING SVC/RETAIL MARKETING ANALYSIS	1,500.00
06/11/2021	316843	CHEESE PEOPLE OF GRAND RAPIDS	SNAP REIMBURSEMENT	51.00
06/11/2021	316844	CINTAS CORP.	UNIFORM RENTAL FOR INSPECTORS	27.91
06/11/2021	316845	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	246,752.07
06/11/2021	316846	CLASSIC GLASS, INC.	REPLACEMENT WINDOW	530.92
06/11/2021	316847	COSTAR REALTY INFORMATION, INC.	COMM REAL ESTATE DATABASE	367.23
06/11/2021	316848	D L GALLIVAN INC.	COPY MACHINE USAGE CHARGES	107.25
06/11/2021	316849	DELANCEY, KEVIN	GRAIN ELEVATOR & STUART MANOR REFUNDS	510.00
06/11/2021	316850	DELISLE ASSOCIATES LTD	ASBESTOS SURVEY	3,086.00
06/11/2021	316851	DEVON TITLE AGENCY	TITLE SEARCH - PORTAGE RD STORM DRAINAGE	150.00
06/11/2021	316852	DEVON TITLE AGENCY	OVERPAYMENT WATER/SEWER BILL 1734 HELEN	56.47
06/11/2021	316853	DEVON TITLE AGENCY	OVERPAYMENT WATER/SEWER BILL 4202 E CENTRE	10.94
06/11/2021	316854	DIG DEFENCE, LLC	ANIMAL SECURITY FENCE/DOG PARK	2,869.97
06/11/2021	316855	DRIESEN & ASSOCIATES INC	MATERIALS TESTING SVC-COMMUNITY SR CENTER	5,392.49
06/11/2021	316856	DYNAMIC BICYCLES, INC.	PORTAGE BIKE SHARE	7,200.00
06/11/2021	316857	EMERGENCY VEHICLE PRODUCTS	POLICE VEHICLE MAINTENANCE/REPAIR	14,879.04
06/11/2021	316858	VOID		0.00
06/11/2021	316859	EVENT PRODUCTION SERVICES OF MI LLC	MAY & JUNE FRIDAY AT THE FLATS SOUND SYS	275.00
06/11/2021	316860	FLETCHER ENTERPRISES	MISC PARKS PAINTING-PAVILLION/SCHOOL HS	14,845.00
06/11/2021	316861	FORCE SCIENCE INSTITUTE	REALISTIC DE-ESCALATION INSTRUCTOR COURSE	990.00
06/11/2021	316862	FOUNDATION SYSTEMS OF MICHIGAN	BD PAYMENT REFUND	165.00
06/11/2021	316863	GARDEN SPOT GREENHOUSE, LLC	CELERY FLATS PLANTERS	1,980.00
06/11/2021	316864	GIS CERTIFICATION INSTITUTE	GIS RECERTIFICATION MEMBERSHIP	285.00
06/11/2021	316865	GORDON FOOD SERVICE	RAMONA CONCESSIONS	955.31

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06/11/2021	316866	GOURDNECK LAKE GOV'T LAKE BOARD	WEED CONTROL	3,544.00
06/11/2021	316867	GREAT LAKES WEST, LLC	FIRE STATION SUPPLIES	2,354.28
06/11/2021	316868	GREEN EARTH ELECTRONICS RECYCLING	SHREDDING OF COMPACT FLASH CARDS	165.00
06/11/2021	316869	GUTH ILLUSTRATION & DESIGN	RAMONA MENU DESIGN	400.00
06/11/2021	316870	H & H PROPERTY MAINTENANCE, LLC	HOCKEY RINK ADDITIONAL CONCRETE	2,500.00
06/11/2021	316871	HALT FIRE, INC.	FIRE APPARATUS MAINT	1,073.82
06/11/2021	316872	HENDRICKS, MARY	SCHOOLHOUSE DEPOSIT REFUND	50.00
06/11/2021	316873	HOLCOMB, JESSICA	COMPETITIVE PICKLEBALL SESSION 1 REFUND	25.00
06/11/2021	316874	HOLOCENE ENVIRONMENTAL LLC	UST A AND B OPERATOR SERVICE	175.00
06/11/2021	316875	HOME DEPOT	REPAIR/MAINTENANCE SUPPLIES	515.14
06/11/2021	316876	J & B PROFESSIONAL TREE SERVIC	TREE REMOVAL AT DOG PARK	3,000.00
06/11/2021	316877	JAMES A. FRIEDMAN TRAINING AND CONS	UNDERSTANDING CULTURAL AWARENESS TRNG	4,500.00
06/11/2021	316878	JUSTICE FENCE COMPANY	ADDITIONAL WORK/CHANGES ON FENCE	3,050.00
06/11/2021	316879	KALAMAZOO COUNTY TREASURER	OAKBROOK JUNE 2021 MOBILE HOME TAXES	322.50
06/11/2021	316880	KALAMAZOO FLAG COMPANY, LLC	VETERANS MEMORIAL FLAGS	1,101.88
06/11/2021	316881	KAMMINGA & ROODVOETS, INC.	AIRPORT-NE WATER TRANSMISSION IMPROVEMNT	32,678.75
06/11/2021	316882	KAMMINGA & ROODVOETS, INC.	DRIVEWAY IMPROVEMENTS	2,368.18
06/11/2021	316883	KENDALL AUTO REPAIR, INC.	FIRE APPARATUS MAINT	86.70
06/11/2021	316884	KINNISON, MOLLY	GRAIN ELEVATOR DEPOSIT & RENTAL REFUND	242.50
06/11/2021	316885	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER FOR ADMIN ASSISTANT	4,684.25
06/11/2021	316886	KSS ENTERPRISES	JANITORIAL SUPPLIES	140.62
06/11/2021	316887	MARTIN & ASSOC ENVIRONMENTAL, LLC	ASBESTOS REMOVAL	1,800.00
06/11/2021	316888	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	96.00
06/11/2021	316889	MERRILL, AMY	BEGINNER PICKLEBALL CLINIC REFUND	40.00
06/11/2021	316890	METRO ADVANTAGE TITLE	4841 MISTWOOD AVE FINAL BILL OVERPAYMENT	37.09
06/11/2021	316891	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR AND MAINTENANCE	427.79
06/11/2021	316892	MICHIANA LAND SERVICES	RIGHT-OF-WAY SERVICES: OSTERHOUT	157.50
06/11/2021	316893	MICHIGAN ASSOC. OF PLANNING	MICHIGAN ASSOC OF PLANNING WORKSHOP	825.00
06/11/2021	316894	MICHIGAN PAVEMENT MARKINGS LLC	LINE STRIPING	53,952.95
06/11/2021	316895	MILLER, CANFIELD, PADDOCK & STONE	AUSTIN LAKE TRAIL LEGAL SERVICES	415.50
06/11/2021	316896	MLIVE MEDIA GROUP	LEGAL NOTICES	2,367.53
06/11/2021	316897	MORRIS, JOY	AMPHITHEATRE DEPOSIT REFUND	150.00
06/11/2021	316898	MOSES FIRE EQUIPMENT, INC.	FIRE APPARATUS MAINT	2,344.70
06/11/2021	316899	MOSQUITO CONTROL OF SW MICHIGAN	MOSQUITO SPRAY- RAMONA	379.00

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06/11/2021	316900	NATIONAL COUNCIL ON THE AGING	2021 VIRTUAL CONFERENCE	350.00
06/11/2021	316901	NIAIA	NIAIA ANNUAL CONFERENCE	400.00
06/11/2021	316902	O'REILLY AUTO PARTS	FLEET APPARATUS MAINT	117.36
06/11/2021	316903	OFFICE DEPOT, INC.	OFFICE SUPPLIES	1,380.39
06/11/2021	316904	VOID		0.00
06/11/2021	316905	PAPPAS, LYNN M	SNAP REIMBURSEMENT	115.00
06/11/2021	316906	PATTEN MONUMENT MFG. CO. INC.	REPLACE HEADSTONE-CENTRAL CEMETERY	386.10
06/11/2021	316907	PETERMAN CONCRETE CO.	U-CART SIDE WALK REPAIR- CENTRAL PARK	188.68
06/11/2021	316908	PORTAGE GLASS & MIRROR	CDBG THOMPSON 1411 LAKE AVE GLASS REPL	1,313.62
06/11/2021	316909	POWERS, KRISTINE	FALL FOOD CULINARY ACADEMY REFUND	60.00
06/11/2021	316910	PRAETORIAN DIGITAL	ANNUAL FEE-POLICE ONE ON-LINE TRNG	2,419.20
06/11/2021	316911	QUADMED, INC.	FIRE EMS SUPPLIES	2,463.51
06/11/2021	316912	RATHCO SAFETY SUPPLY, INC.	SIGNS AND MATERIALS	7,923.80
06/11/2021	316913	RELENTLESS LLC DBA DESERT SNOW	DESERT SNOW INTERDICTION SCHOOL	599.00
06/11/2021	316914	RIKKERS, CHERYL	BEGINNER PICKLEBALL CLINIC REFUND	40.00
06/11/2021	316915	ROSE STREET ADVISORS, LLC	JOB DESCRIPTION REVIEW & UPDATES	2,375.00
06/11/2021	316916	ROWERDINK, INC.	MAINTENANCE SUPPLIES	704.60
06/11/2021	316917	SHADLEY, KAREL	SCHRIER DEPOSIT & RENTAL REFUND	375.00
06/11/2021	316918	SIGN SHOP OF WESTERN MICHIGAN	FRIDAY AT THE FLATS DIRECTIONAL ARROW	150.00
06/11/2021	316919	SMITH, CRAIG	RAMONA PARK RENTAL REFUND	110.00
06/11/2021	316920	STALKER RADAR	RADAR REPAIR	225.00
06/11/2021	316921	STATE OF MICHIGAN	FOUR SOR FEES	120.00
06/11/2021	316922	STATE SYSTEMS RADIO, INC	EQUIPMENT RADIO SERVICES	2,112.67
06/11/2021	316923	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIPMENT	502.33
06/11/2021	316924	STRATEGIC GOVERNMENT RESOURCES, INC	SUBSCRIPTION-1 YR	2,500.00
06/11/2021	316925	SUPERIOR BUSINESS SOLUTIONS	TABLE CLOTHS FOR PARK EVENTS	752.00
06/11/2021	316926	TEPE SANITARY SUPPLY, INC	FIRE MAINT SUPPLIES	6,799.98
06/11/2021	316927	THAD REEDER AUTOMOTIVE LLC	VEHICLE REPAIRS/ALIGNMENTS	190.78
06/11/2021	316928	TITLE RESOURCE AGENCY	714 SUNBRIGHT AVE FINAL BILL OVERPAYMENT	74.23
06/11/2021	316929	TRIFECTA NETWORKS, LLC	HANDSET CORDS	35.07
06/11/2021	316930	TRUGREEN PROCESSING	TURF MAINTENANCE AT PARKS	2,055.99
06/11/2021	316931	UNITED DISTRIBUTION GROUP	RAMONA CONCESSIONS	1,222.47
06/11/2021	316932	UNITED PARCEL SERVICE	UPS WEEKLY	116.38
06/11/2021	316933	VANGUARD FIRE & SUPPLY CO., INC.	PARKS ANNUAL FIRE EXTINGUISHER INSPECTION	2,253.30

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06/11/2021	316934	VANKRIMPEN, KATRINA	HAYLOFT DEPOSIT & RENTAL FEES REFUND	535.00
06/11/2021	316935	VERIZON CONNECT NWF, INC.	EQUIPMENT GPS SERVICES	1,387.58
06/11/2021	316936	VERIZON WIRELESS	WIRELESS SERVICE	2,926.45
06/11/2021	316937	VICKSBURG HARDWARE	ANNUAL WEED WHIP MAINTENANCE	168.03
06/11/2021	316938	WADE TRIM ASSOCIATES, INC.	ANNUAL ACTION PLAN, AMENDMENT	48.58
06/11/2021	316939	WALWORTH & NAYH, P.C.	COUNCIL MANDATED TOW & VEH AUDIT	7,547.50
06/11/2021	316940	WASHCO, LLC	WASH PATIO & WEST SIDE WALL @ CITY HALL	525.00
06/11/2021	316941	WEDEL'S INC.	SHRUBS/PERENNIALS TRAIL HEAD PARK	1,073.19
06/11/2021	316942	WESTNEDGE SHELL	IRRIGATION REPAIRS FROM MAJOR STREETS RECON	2,609.24
06/11/2021	316943	WITMER PUBLIC SAFETY GROUP	FIRE ADMIN UNIFORMS	45.35
Total Paper Check				583,530.86

Check Type: Auto-Pay Payments

06/01/2021		CONSUMERS AUTOPAY	GAS-ELECTRIC	153.34
06/04/2021		CONSUMERS AUTOPAY	GAS-ELECTRIC	60,374.73
06/08/2021		CONSUMERS AUTOPAY	GAS-ELECTRIC	1,176.87
06/09/2021		CONSUMERS AUTOPAY	GAS-ELECTRIC	10,157.75
06/10/2021		CONSUMERS AUTOPAY	GAS-ELECTRIC	27,511.45
06/11/2021		CONSUMERS AUTOPAY	GAS-ELECTRIC	1,139.74
Total Auto-Pay Payments				100,513.88

Check Type: Electronic Payment

05/28/2021		SBF	WATER/SEWER BILL POSTAGE	2,218.32
06/02/2021		ICMA	PENSION WITHHOLDINGS	47,530.84
06/09/2021		EAGLE CLAIMS	WORKERS' COMPENSATION	25,662.53
06/15/2021		ATTORNEY	LEGAL & ARBITRATION	18,810.00
06/15/2021		MULTIPLE	IAFF, PPCOA, PPOA PENSION PMTS	70,595.39
Total Electronic Payments				164,817.08

Check Type: Credit Card Transactions

05/03/2021		BUZZSPROUT.COM PODCAST	MONTHLY PODCAST SUBSCRIPTION	24.00
05/03/2021		SHANTY CREEK RESORTS	POLICE TRAINING/CONFERENCE	183.23
05/03/2021		APPRAISAL INSTITUTE	ASSESSING TRAINING	175.00
05/03/2021		APPRAISAL INSTITUTE	ASSESSING TRAINING	295.00

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05/04/2021		JOHN E. REID & ASSOCIA	POLICE TRAINING/CONFERENCE	550.00
05/04/2021		POLICE TECHNICAL	POLICE TRAINING/CONFERENCE	375.00
05/04/2021		FREDPRYOR CAREERTRACK	POLICE TRAINING/CONFERENCE	298.00
05/05/2021		IN POLICE RECORDS & INFO	POLICE TRAINING/CONFERENCE	149.00
05/11/2021		AMZN MKTP US	RAMONA PARK RENTAL SUPPLIES	388.89
05/12/2021		TLF AMBATI FLOWERS	COVID-19 MEMORIAL WREATH	565.24
05/12/2021		CALIBRE PRESS	POLICE TRAINING/CONFERENCE	259.00
05/13/2021		AMZN MKTP US	COVER FOR BALLOT BOX	16.38
05/14/2021		IACP	POLICE TRAINING/CONFERENCE	425.00
05/17/2021		AMERICAN HEART SHOPCPR	FIRE DEPT TRAINING MATERIALS	290.00
05/20/2021		HOLIDAY INN EXPRESS	POLICE TRAINING/CONFERENCE	207.36
05/20/2021		WHITCANYON SOFTWARE	HARD DRIVE WIPING SOFTWARE	800.00
05/24/2021		LLRMI	POLICE TRAINING/CONFERENCE	150.00
05/24/2021		GROUNDSPK INC	PARKS GEOCACHING EVENT	279.71
05/26/2021		ICMA ONLINE	RACIAL EQUALITY TRAINING CITY MGR OFFICE	192.00
05/27/2021		LEAGUE OF AMERICAN WHEEL	APPLICATION FOR THE BIKE FRIENDLY BUSINESS	100.00
05/28/2021		HOLIDAY INN EXPRESS	POLICE TRAINING/CONFERENCE	298.08
05/28/2021		COURTYARD BY MARRIOTT	POLICE TRAINING/CONFERENCE	302.40
05/28/2021		COURTYARD BY MARRIOTT	POLICE TRAINING/CONFERENCE	302.40
05/28/2021		COURTYARD BY MARRIOTT	POLICE TRAINING/CONFERENCE	302.40
05/28/2021		COURTYARD BY MARRIOTT	POLICE TRAINING/CONFERENCE	302.40
05/31/2021		BUZZSPROUT.COM PODCAST	MONTHLY PODCAST SUBSCRIPTION	24.00
			Total Credit Card Payments	7,254.49
			Grand Total	1,177,465.58

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Portage Community Center Kitchen Equipment and Installation

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks, Recreation & Senior Citizen Services

ACTION RECOMMENDED: Award a contract in the amount of \$133,024 to Stafford-Smith, Inc., for Kitchen Equipment and Installation for the Charles & Lynn Zhang Portage Community Senior Center and authorize the City Manager to execute all documents related to this action on behalf of the city.

The recommended proposal includes equipment and installation for the 1,050-square-foot commercial kitchen in the Portage Community Senior Center. The equipment includes refrigeration, freezer, ranges, ovens, warmers, ventilation units and hoods, work tables and shelving, icemaker, mop sink and fire protection system to outfit the new kitchen. The kitchen was designed with the assistance of JRA Food Service Consultants LLC of Grand Rapids, Michigan, which is responsible for ensuring that all equipment complies with and is installed to specified requirements.

The project bid was publicly released on the city bid site, as well as advertised in the Kalamazoo Gazette on May 8, 2021, and email invitations were sent to seven commercial kitchen equipment suppliers. Two bids were received from Great Lakes West, LLC and Stafford Smith. A third bid was submitted late, but was disqualified. The late bid had a higher cost of \$133,744.90. The proposal was reviewed by city staff and JRA Food Service Consultants LLC and meets all requirements. The kitchen equipment is planned for delivery on November 19, 2021 with installation completed by January 14, 2022.

It is recommended that City Council award a contract to Stafford-Smith, Inc. in the amount of \$133,024, for kitchen equipment and installation services for the Portage Community Senior Center to authorize the City Manager to execute all documents related to these actions on behalf of the city.

FUNDING: Funding for this project is available from a combination of donations and FY 2020-2021 CIP funds.

Attachments: 1. Tabulation of Proposals

TABULATION OF PROPOSALS

2021 RFP Portage Senior Center Kitchen Appliances

<u>FIRM</u>	<u>TOTAL</u>
Great Lakes West, LLC	\$136,539.00
Stafford-Smith, Inc.	\$133,024.00
LATE (Disqualified) - Douglas Equipment	\$133,744.90

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: RCKC Contract - S Sprinkle Road/Meredith Street Water Main Replacement

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Approve a contract between the Road Commission of Kalamazoo County and the City of Portage concerning funding for the replacement of water main at the intersection of South Sprinkle Road and Meredith Street.

The Road Commission of Kalamazoo County (RCKC) has received federal funding for the resurfacing of Sprinkle Road from East Milham Avenue to East N Avenue (East Kilgore Road), which is slated for construction during the summer of 2021. City staff have participated in design meetings and reviewed construction drawings for this project. As part of the project, the existing culvert for Davis Creek, which crosses beneath the intersection of Sprinkle Road and Meredith Street will be replaced with a new box culvert that is twice the size of the existing culvert.

Accommodating the proposed box culvert size and bury requirements beneath the channel grade will result in conflicts with existing utilities located within this intersection. In particular, the City of Portage has an 8-inch water main that crosses the proposed culvert. The size of the proposed culvert will be in direct conflict with the existing 8-inch water main, requiring it to be relocated. In order to minimize the impact to the roadway and reduce costs for the water main replacement, the replacement work will be performed while the roadway is under construction.

On May 7, 2021 the Michigan Department of Transportation opened bids for the project. The low bid was submitted by Kamminga and Roodvoets, Incorporated, of Grand Rapids, MI. This contractor has successfully completed similar projects for the city, including the Idaho Avenue Reconstruction and Water Main Replacement Project, the South 12th Street Lift Station Force Main Replacement Project under US 131 and the Airport Water Main Installation Project. The bid amount for the replacement of the water main is \$314,040.67 including RCKC administrative costs. RCKC is apportioning \$106,043.20 of the Federal Funds towards the water main replacement.

It is recommended that City Council approve a contract between the Road Commission of Kalamazoo County and the City of Portage concerning funding for the replacement of the water main at the intersection of South Sprinkle Road and Meredith Street, and authorize the City Manager to sign all

documents related to the project on behalf of the city.

FUNDING: There are sufficient funds in the FY 21/22 Capital Improvement Program budget to cover the cost of the water main replacement.

Attachments: 1. Road Commission of Kalamazoo County Contract

AGREEMENT FOR ENGINEERING SERVICES AND CONSTRUCTION

(Sprinkle Road Resurfacing Project)

AGREEMENT, made this _____ day of _____, 2021, by and between the BOARD OF COUNTY ROAD COMMISSIONERS of Kalamazoo County, Michigan, hereinafter designated "Commission," and the CITY OF PORTAGE, Kalamazoo County, Michigan, hereinafter designated "City."

WITNESSETH

WHEREAS, the Commission has jurisdiction of Sprinkle Road from Milham Road to N Avenue / Kilgore Road and the City has jurisdiction of Meredith Street south of Sprinkle Road including watermain in Sprinkle Road and,

WHEREAS, the Commission has identified, applied, and received Michigan Department of Transportation approval for FY 2021 Highway Infrastructure Program Urban (HIPU), Surface Transportation Urban Area (STU) and National Highway System (NH) Federal funding to improve drainage, perform ADA ramp upgrades and resurface Sprinkle Road from Milham Road to N Avenue / Kilgore Road and,

WHEREAS, Section 18d of Act 51 of the Public Act of 1951, as amended. Provides that: "The State Highway Commissioner, Board of County Road Commissioners, and any incorporated City or village may enter into contracts providing for construction or reconstruction of highways including limited access highways under the jurisdiction of any of the contracting parties to the extent that the parties are otherwise authorized by

law to expend monies on such highways, roads, or streets, which contract shall provide for allocation of the share of the costs thereof to be borne by each of the governmental units in annual installments for a period not to exceed thirty (30) years."

NOW, THEREFORE, in consideration of the covenants, mutual agreements, undertakings and conditions hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The Commission agrees to administer and oversee the construction of this project and shall be responsible for overseeing bidding documents, reports, surveys, construction engineering for the roadway work, as well as any and all other activities necessary to construct the agreed upon improvements. The Commission shall be responsible for obtaining HIPU, STU and NH funds to the full extent available for this project.
2. The Commission shall administer all aspects of the project management, and construction engineering, and shall invoice the City the total cost of the project as noted in Exhibit 1.
3. The revision to any design plans for the project shall be consistent with the Michigan Department of Transportation's most recent Standard Specifications for Construction and any other MDOT Supplemental Specifications, which may pertain to this construction. Each agency is responsible for its own respective staff engineering expense and professional services for Construction Engineering, therefore there is no staff engineering charge as a part of this agreement.
4. It is agreed that said improvements shall be completed in accordance with the final plans and specifications as prepared by or under the supervision of the Commission, or any variances thereof as approved by the Commission's Engineer, and for the City, the City's Engineer, said plans and specifications being made a part of this Agreement by reference as though fully set forth herein. All supervision for said

project and final approval thereof shall be under the control of the Commission and its Engineer or those parties to whom the Commission duly designates such authority. The Commission and its Engineer agree to regularly consult with the City and its Engineer, or to those parties to whom the City duly designates such authority, regarding the progress and status of said project. The City is responsible for 100% of the Construction costs for the Sprinkle Road at Meredith Street water main replacement not funded by Federal funds. The estimated project Local Share is noted in Exhibit 1.

5. The currently estimated total cost of the preparation of the construction as well as any and all other activities necessary to finalize plans for, fund and construct the agreed upon improvements, is \$133,472.00. It is understood that this is a preliminary estimate of all costs. RCKC will invoice the City based upon actual bid prices for engineering and construction. RCKC will invoice the City for the estimated construction and the City's share of the local construction match prior to the start of construction as noted in Exhibit 1. The City shall reimburse the Commission the amount of such billings within thirty (30) days of the date of receipt by the City of such billing.
6. Upon completion of this project and the final audit of this project, a final accounting of all project costs shall be promptly made to the City by the Commission, accompanied by a billing of the final amount due from the City to the Commission. In the event there has been an overpayment made by the City, a check from the Commission in the amount of the overpayment made by the City shall accompany the accounting. The accounts and records for this project shall be maintained by the Commission and shall be available to the City at all reasonable times for the purpose of review and audit.
7. In the event any disagreement concerning the terms and provisions of the Agreement shall occur, the parties shall, to the extent they are unable to resolve the disagreement between them, submit the dispute for arbitration in accordance with

the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the submission. The award rendered by the arbitrator shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

8. **Indemnification by Parties.** The parties agree to save, defend, indemnify, and hold harmless the other, its board, officers, employees (the indemnified parties) from and against all claims, damages, demands, expenses, liabilities and losses, including, but not limited to fines, costs, fees, and penalties imposed by any court or administrative agency, injury or damage to persons or property, relating to the design of this project. Provided, however, if such injury or damage is caused in whole or in part by the acts or omissions of the indemnified parties, then the indemnification obligation shall be reduced in proportion to the indemnified parties percentage of responsibility for such injury or damage. The indemnification obligations provided above shall include the payment of all reasonable attorney fees and other expenses of defense not covered through insurance relating to any of the above-referenced claims, damages, and losses. In providing the indemnification set forth above, the parties are not waiving any defenses otherwise available to them by law. In the following circumstances the division of financial responsibility between City and Commission shall be as follows:

- A. If a court of competent jurisdiction or a jury makes a specific finding apportioning liability.
- B. No party shall be responsible for the indemnification obligations set forth above with respect to any indemnified party to the extent that the indemnified party as failed or refused to defend any claim or lawsuit brought against it, having had notice thereof, or to the extent that the indemnified party has waived a defense that was otherwise available by law.

9. **Professional Liability Coverage**

- A. During the term of this Agreement, any engineering firm or other professional services firm who contracts with the Commission agreeing to provide professional services in regard to this project, shall maintain, in full force and effect, and its sole cost and expense, professional liability coverage (errors and omissions) covering actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance and malfeasance and nonfeasance in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence.**
- B. Certificates of insurance with a policy required to be obtained shall be filed with the City and Commission within ten (10) days after execution of this Agreement and maintained annually during the term of this Agreement.**
- C. The insurance policy, pursuant to this Agreement, shall contain in the following endorsement: It is hereby understood and agreed that this insurance policy may not be cancelled by the insurer not the intention not to renew be stated by the insured until thirty (30) days after receipt by City and Commission of a written notice of such intent to cancel or not renew". Said notice shall be sent to the City and the Commission. All insurance shall be affected under valid and enforceable policies insured by insurers licensed to do business by the State of Michigan.**
- D. The professional services firm shall also agree to indemnify and save harmless the Commission and City from and against the payment of any deductibles, self-insured retention and from the payment of any premium on any insurance policy required to be furnished by the Agreement.**
- E. The Commission and the City, their agents, elected officials and employees shall be included as additionally named insureds with respect to the professional liability coverage required above.**

10. This agreement shall be binding on the parties hereto and in full force and effect upon the signing thereof by the duly authorized officials of the City and of the Commission. This agreement is hereby declared to be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF KALAMAZOO COUNTY, MICHIGAN

By: _____

Joanna I. Johnson

Its: Managing Director

STATE OF MICHIGAN)
)SS.
COUNTY OF KALAMAZOO)

On this ____ day of _____, 2021, before me, a Notary Public, in and for said County and State, personally appeared Joanna Johnson, to me personally known, who, being by me duly sworn, did say that she is the Managing Director of the Board of County Road Commissioners of Kalamazoo County, Michigan, named in and

which executed the within instrument and that said instrument was signed on behalf of said Road Commission, and said Managing Director acknowledged said instrument to be the free act and deed of said Commission.

APPROVED BY
DATE
SECRETARY

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

APPROVED AS TO FORM

DATE

6/7/2021
Catherine Karpman
CITY ATTORNEY

CITY OF PORTAGE

By: _____

Joseph La Margo

Its: CITY MANAGER

STATE OF MICHIGAN

)
)SS.
)

COUNTY OF KALAMAZOO

On this ____ day of _____, 2021, before me, a Notary Public, in and for said County and State, personally appeared Joseph La Margo, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Portage, Michigan, named in and which executed the within instrument and that said instrument was signed on behalf of said City of Portage, and said City Manager acknowledged said instrument to be the free act and deed of said Commission.

, Notary Public

County, Michigan

My Commission Expires: _____

Acting in _____ County, Michigan

Exhibit 1

06/04/2021

Sprinkle Road Resurfacing Project

Estimated Project Costs	Total	RCKC	City of Portage
Construction Engineering ⁽¹⁾	\$ -	\$ -	\$ -
Bid for Construction	\$ 2,707,493.81	\$ 2,414,627.38	\$ 292,866.43
RCKC Overhead (7.23%) ⁽²⁾	\$ 195,751.80	\$ 174,577.56	\$ 21,174.24
Federal Funds ⁽³⁾	\$ (980,349.00)	\$ (874,305.80)	\$ (106,043.20)
Total Local Cost	\$ 1,922,896.61	\$ 1,714,899.14	\$ 207,997.47

(1) RCKC and the City of Portage have direct contracts with consultants for Construction Engineering services, and these cost are not included in this agreement.

(2) Overhead is applied to overall construction costs only. Rate shown is for 2021.

(3) Federal funds shown are capped at the amount shown. Split based on share of total estimated construction costs.

Staff time is assessed to each respective agency and is not a part of this cost agreement.

The amounts shown above are estimates. Actual billing to be based upon actual bid prices and installation costs.

Sprinkle Road/Meredith Street Water Main Replacement

Description	Units	Quantity	Bid Price	Total
Curb and Gutter, Rem	Ft	150	\$ 6.50	\$ 975.00
Subbase, CIP	Cyd	205	\$ 16.50	\$ 3,382.50
Aggregate Base, 8 inch	Syd	310	\$ 13.35	\$ 4,138.50
Steel Casing Pipe, 20 inch, Jacked in Place	Ft	120	\$ 585.00	\$ 70,200.00
HMA, 4E3	Ton	110	\$ 48.39	\$ 5,322.90
HMA, 5E3	Ton	35	\$ 53.17	\$ 1,860.95
HMA Surface, Rem, Modified	Syd	310	\$ 11.35	\$ 3,518.50
Curb and Gutter, Conc, Det B2	Ft	150	\$ 32.25	\$ 4,837.50
Post, Steel, 2 lb	Ft	9	\$ 5.00	\$ 45.00
Sign, Type IIIA	Sft	4	\$ 15.00	\$ 60.00
Hydrant, Add Depth	Ft	2	\$ 525.00	\$ 1,050.00
Water Main in Casing, DI, 12 inch	Ft	120	\$ 118.00	\$ 14,160.00
Water Main, DI, 12 inch, Tr Det G, Modified	Ft	150	\$ 150.00	\$ 22,500.00
Water Main, DI, 6 inch, Tr Det G, Modified	Ft	20	\$ 105.00	\$ 2,100.00
Water Main, DI, 8 inch, Tr Det G, Modified	Ft	20	\$ 112.00	\$ 2,240.00
Connect to Existing Main, 12 inch	Ea	1	\$ 2,500.00	\$ 2,500.00
Fire Hydrant, Modified	Ea	1	\$ 6,000.00	\$ 6,000.00
Gate Valve and Box, 12 inch, Modified	Ea	3	\$ 3,250.00	\$ 9,750.00
Hydrant, Rem, Modified	Ea	1	\$ 425.00	\$ 425.00
Inline Valve, Permanent Stop, 12 inch, Modified	Ea	1	\$ 12,500.00	\$ 12,500.00
Inline Valve, Permanent Stop, 8 inch, Modified	Ea	2	\$ 7,250.00	\$ 14,500.00
Live Tap, 8 inch x 8 inch, Modified	Ea	2	\$ 4,250.00	\$ 8,500.00
Water Main, 8 inch, Cut and Plug, Modified	Ea	3	\$ 650.00	\$ 1,950.00
Compact Ductile Iron Fittings	Lb	1214	\$ 11.75	\$ 14,264.50

Percentage of project subtotal costs = 10.82%

Water Main Subtotal \$ 206,780.35

Percentage of project subtotal costs = 89.18%

Road Subtotal \$ 1,705,093.46

Water Main Mobilization (10.82% of \$215,000.00)	LS	1	\$ 23,263.00	\$ 23,263.00
Water Main Minor Traf Devices (10.82% of \$580,620.00)	LS	1	\$ 62,823.08	\$ 62,823.08

Water Main Construction Cost \$ 292,866.43

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Kalamazoo County Solid Waste Management Plan Amendments

SUPPORTING PERSONNEL: Rod Russell, Director of Public Works

ACTION RECOMMENDED: Resolution to approve Amendment 1 and Amendment 2 to the Kalamazoo County Solid Waste Management Plan dated July 28, 1999, and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The City of Portage has participated in the Kalamazoo County Solid Waste Management Plan since its acceptance in 1999. The Plan was designed to provide a cost-effective solid waste management system which minimizes environmental degradation, conserves natural resources and protects public health. The plan enhances the concepts of reduction, reuse and recycling for citizens and business as viable and essential low technology components of solid waste management in Kalamazoo County. Finally, the Plan fosters coordination and cooperation in regard to solid waste management among units of government in southwest Michigan.

According to information provided by Kalamazoo County, the proposed Amendment No. 1 to the Plan accomplishes the following:

- Amends the Solid Waste Management Plan to identify the proposed Waste Not Recycling, LLC center as a solid waste disposal area.
- Proposes to build and operate a recycling center for construction and demolition waste at the southeast corner of Nichols Road and Ravine Road in Kalamazoo Township.
- The center would also receive municipal solid waste from smaller trucks and reload the waste onto larger trucks for diversion to landfills.
- The company plans to invest \$4 million and create 20 full-time jobs.

According to information provided by Kalamazoo County, Amendment No. 2 accomplishes the following:

- Amends the Plan to encompass Best Way's entire property, and to allow it to conduct processing and recycling operations in addition to its current activities at 2606 Miller Road in the City of Kalamazoo.
- The Miller Road Transfer Station is currently in the Plan. The current Plan encompasses the footprint of the transfer station building. The amendment would increase the area defined to encompass Best Way's total site of 9.5 acres.
- With the additional area, Best Way would be well positioned to seamlessly incorporate processing and recycling operations at this site.
- The additional area would allow Best Way to remain at this location rather than seek an alternative location to grow.

It is recommended that City Council approve Amendment 1 and Amendment 2 to the Kalamazoo County Solid Waste Management Plan dated July 28, 1999, and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: N/A

Attachments:

1. Kalamazoo County Solid Waste Management Plan Resolutions
2. SWMP Amendments Packet to Municipalities 6-7-21

RESOLUTION FOR THE APPROVAL OF AMENDMENT 1 – WASTE NOT C&D
RECYCLING CENTER - TO THE
KALAMAZOO COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Commission/Council of _____
(City/Township/Village)

It is hereby resolved that we _____ Amendment 1 - Waste
(Approve/Disapprove)

Not C&D Recycling Center, to the Kalamazoo County Solid Waste Management Plan, prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA451, as amended (NREPA) Part 115, Solid Waste Management, and its Administrative Rules.

Appropriate Local Representative

Witnessed by

Dated

APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, SPARKS, THALL,
SEEBER, & KAUFMAN, PC
By: CATHERINE P. KAUFMAN
On: *Catherine Kaufman*

6/15/2021

RESOLUTION FOR THE APPROVAL OF AMENDMENT 2 – MILLER ROAD
TRANSFER STATION - TO THE
KALAMAZOO COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Commission/Council of _____
(City/Township/Village)

It is hereby resolved that we _____ Amendment 2 – Miller
(Approve/Disapprove)

Road Transfer Station, to the Kalamazoo County Solid Waste Management Plan, prepared
pursuant to the Natural Resources and Environmental Protection Act, 1994 PA451, as amended
(NREPA) Part 115, Solid Waste Management, and its Administrative Rules.

Appropriate Local Representative

Witnessed by

Dated

APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, SPARKS, THALL,
SEEBER, & KAUFMAN, PC
By: CATHERINE P. KAUFMAN
On: Catherine P. Kaufman 6/15/2021



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

Via email attachment

June 7, 2021

To all Municipalities within Kalamazoo County,

Kalamazoo County is requesting your consideration of **Amendment #1 – Waste Not C&D Recycling Center**, to the Kalamazoo County Solid Waste Management Plan (Plan). Please place Amendment #1 on your upcoming Board/Commission/ or Council agenda. Pursuant to the Michigan Natural Resources Protection Act, 1994 PA 451, as amended, Part 115, Solid Waste Management, in order for an amendment to be included in the County Plan, the amendment requires 67% of the county municipalities to approve of the inclusion of the amendment in the Plan. If there are 67% of the municipalities in favor of including the amendment in the Plan, the amendment will go to the Michigan Department of Environment, Great Lakes, and Energy for review and approval.

Please contact me at ragrov@kalcounty.com or (269)384-8112 if you have any questions regarding Amendment #1.

Sincerely,

Rachael Grover
Director

Cc: City of Galesburg
City of Kalamazoo
City of Parchment
City of Portage
Village of Augusta
Village of Climax
Village of Richland
Village of Schoolcraft
Village of Vicksburg
Alamo Township
Brady Township
Charleston Township

Climax Township
Comstock Township
Cooper Township
Kalamazoo Township
Oshtemo Township
Pavilion Township
Prairie Ronde Township
Richland Township
Ross Township
Schoolcraft Township
Texas Township
Wakeshma Township

PLANNING & DEVELOPMENT DEPARTMENT

201 West Kalamazoo Avenue | Kalamazoo, Michigan 49007

Phone: (269) 384-8112 | www.kalcounty.com/planning

RESOLUTION FOR THE APPROVAL OF AMENDMENT 1 – WASTE NOT C&D
RECYCLING CENTER - TO THE
KALAMAZOO COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Commission/Council of _____
(City/Township/Village)

It is hereby resolved that we _____ Amendment 1 - Waste
(Approve/Disapprove)

Not C&D Recycling Center, to the Kalamazoo County Solid Waste Management Plan, prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA451, as amended (NREPA) Part 115, Solid Waste Management, and its Administrative Rules.

Appropriate Local Representative

Witnessed by

Dated

**AMENDMENT 1 TO KALAMAZOO COUNTY
SOLID WASTE MANAGEMENT PLAN**

_____, 202__

The Kalamazoo County Solid Waste Management Plan (December 1998) is hereby amended and supplemented as follows:

1. Table 2, "Inventory of Solid Waste Disposal Areas" (II-2), is hereby supplemented as follows:

- a. At the end of the list of solid waste disposal areas under the heading "Type A Transfer Stations," add the following:

<u>Type A Transfer Stations</u>	<u>County</u>
Waste Not C&D Recycling Center	Kalamazoo

- b. At the end of Table 2, following the list of solid waste disposal areas under the heading "Type B Transfer Stations," add the following:

<u>Processing Plants</u>	<u>County</u>
Waste Not C&D Recycling Center	Kalamazoo

2. Table 3, "Descriptions of Solid Waste Disposal Areas" (II-3), is hereby supplemented as follows:

- a. At the end of the list of solid waste disposal areas under the heading "Type A Transfer Stations," add the following:

TYPE A TRANSFER STATIONS

Waste Not C&D Recycling Center

Location: Kalamazoo County, T2S R11W Section 8

Final disposal site: 1) Orchard Hills Landfill; 2) Westside Landfill;
3) South Kent Landfill; 4) C & C Landfill

Landfill Owner: 1) Landfill Management Company (private); 2) Waste Management of Michigan d.b.a. Westside RDF (private); 3) Kent County (public); 4) Republic Services (private)

Operating Status: pending

Wastes received: residential, commercial, industrial, construction and demolition, contaminated soils, paper sludge, tree stumps and limbs

Total area of facility property: 5.19 acres (Gross), 4.92 acres (Net)

Estimated days open per year: 304

Estimated yearly disposal volume: unknown

- b. At the end of Table 3, following the list of solid waste disposal areas under the heading "Type B Transfer Stations," add the following:

PROCESSING PLANTS

Waste Not C&D Recycling Center

Location: Kalamazoo County, T2S R11W Section 8

Final disposal site: 1) Orchard Hills Landfill; 2) Westside Landfill;

3) South Kent Landfill; 4) C & C Landfill

Landfill Owner: 1) Landfill Management Company (private); 2) Waste Management of Michigan d.b.a. Westside RDF (private); 3) Kent County (public); 4) Republic Services (private)

Operating Status: pending

Wastes received: residential, commercial, industrial, construction and demolition, contaminated soils, paper sludge, tree stumps and limbs

Total area of facility property: 5.19 acres (Gross), 4.92 acres (Net)

Estimated days open per year: 304

Estimated yearly disposal volume: unknown

3. Table 4, "Solid Waste Collection Service Providers" (II-11), is hereby supplemented as follows:

- a. At the end of the list of solid waste collection service providers under the heading "Solid Waste Collection Service Providers," add the following:

<u>Service Provider</u>	<u>Disposal Facility Used</u>
Waste Not C&D Recycling Center	Orchard Hills Landfill; Westside Landfill; South Kent Landfill; C & C Landfill

4. Table 11, "Inventory of Solid Waste Disposal Areas" (III-6), is hereby supplemented as follows:

- a. At the end of the list of solid waste disposal areas under the heading "Type A Transfer Stations," add the following:

<u>Type A Transfer Stations</u>	<u>County</u>
Waste Not C&D Recycling Center	Kalamazoo

- b. At the end of Table 11, following the list of solid waste disposal areas under the heading "Type B Transfer Stations," add the following:

<u>Processing Plants</u>	<u>County</u>
Waste Not C&D Recycling Center	Kalamazoo

5. Table 12, "Descriptions of Solid Waste Disposal Areas" (III-7), is hereby supplemented as follows:

- a. At the end of the list of solid waste disposal areas under the heading "Type A Transfer Stations," add the following:

TYPE A TRANSFER STATIONS

Waste Not C&D Recycling Center

Location: Kalamazoo County, T2S R11W Section 8

Final disposal site: 1) Orchard Hills Landfill; 2) Westside Landfill;
3) South Kent Landfill; 4) C & C Landfill

Landfill Owner: 1) Landfill Management Company (private); 2) Waste Management of Michigan d.b.a. Westside RDF (private); 3) Kent

County (public); 4) Republic Services (private)
Operating Status: pending
Wastes received: residential, commercial, industrial, construction and demolition, contaminated soils, paper sludge, tree stumps and limbs
Total area of facility property: 5.19 acres (Gross), 4.92 acres (Net)
Estimated days open per year: 304
Estimated yearly disposal volume: unknown

- b. At the end of Table 12, following the list of solid waste disposal areas under the heading "Type B Transfer Stations," add the following:

PROCESSING PLANTS

Waste Not C&D Recycling Center

Location: Kalamazoo County, T2S R11W Section 8
Final disposal site: 1) Orchard Hills Landfill; 2) Westside Landfill;
3) South Kent Landfill; 4) C & C Landfill
Landfill Owner: 1) Landfill Management Company (private); 2) Waste Management of Michigan d.b.a. Westside RDF (private); 3) Kent County (public); 4) Republic Services (private)
Operating Status: pending
Wastes received: residential, commercial, industrial, construction and demolition, contaminated soils, paper sludge, tree stumps and limbs
Total area of facility property: 5.19 acres (Gross), 4.92 acres (Net)
Estimated days open per year: 304
Estimated yearly disposal volume: unknown

6. Table 15, "Selected Recycling System" (III-19), is hereby supplemented as follows:
- a. At the end of the paragraphs under the heading "Drop-off programs," add the following:

The **Waste Not C&D Recycling Center** is a privately operated drop-off which is open to the public year-round. The drop-off accepts construction and demolition waste.

7. On Page III-27, add the following below the paragraph in "Facility Siting Procedure":

"The following facility is deemed automatically consistent with the plan:

Waste Not C&D Recycling Center as a new processing plant and transfer facility; located at 2206 Nichols Road, Kalamazoo, MI 49004"

8. Appendix D, "Attachments" (D-1) is hereby amended as follows:

- a. Under the heading, "Solid Waste Disposal Facility Location Maps," amend the first paragraph as follows:

Solid Waste Disposal Facility Location Maps

The following maps and/or legal descriptions (Attachments D-1 through -12a) are intended to identify the locations of the various solid waste disposal facilities proposed to serve Kalamazoo County during the planning period.

- b. Add the attached site plan and the following description after Attachment D-12 as "Attachment D-12a":

Attachment D-12a

Waste Not C&D Recycling Center Boundary Description

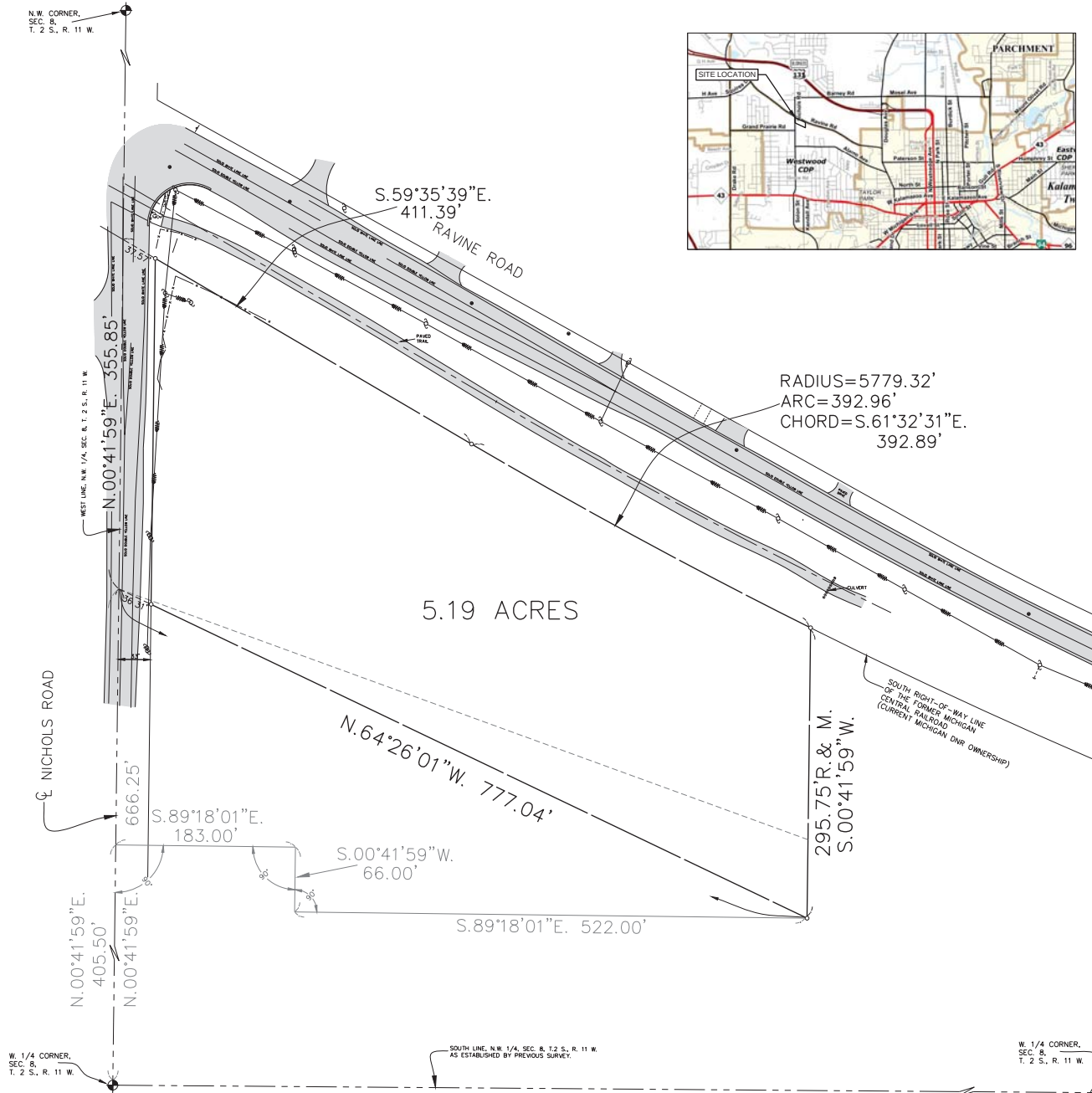
Land situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan, described as follows:

Commencing at a point 666.25 feet North of the West 1/4 post of Section 8, Town 2 South, Range 11 West; thence North on the West line of said Section 355.85 feet to the Right of Way of the Michigan Central Railroad; thence Southeasterly along the Southerly line of said Railroad 803.03 feet; thence South parallel with the West line of said Section 215.75 feet and thence Northwesterly to the Place of Beginning.

Also, a parcel in Section 8, Town 2 South, Range 11 West, commencing at a point 405.5 feet North of the West 1/4 post of said Section and running thence East at right angles to said West line 183.0 feet; thence South parallel to said West line 66 feet; thence East at right angles to said West line 522 feet for the Place of Beginning; thence Northwesterly to a point on the West line of said Section 666.25 feet North of the West 1/4 post of said Section; thence Southeasterly to a point 80 feet North of the Place of Beginning; thence South 80 feet to the Place of Beginning.

Commonly known as: 2206 Nichols Road, Kalamazoo, MI 49004
Tax ID No. 3906-08-170-010

Attachment D-12a



PARCEL DESCRIPTION (Warranty Deed Doc. No. 2019-001282):

Land situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan described as follows:

Commencing at a point 666.25 feet North of the West 1/4 post of Section 8, Town 2 South, Range 11 West; thence North on the West line of said section 355.85 feet to the right-of-way of the Michigan Central Railroad*; thence Southeasterly along the Southerly line of said railroad* 803.03 feet; thence South parallel with the West line of said section 215.75 feet and thence Northwesterly to the Place of Beginning.

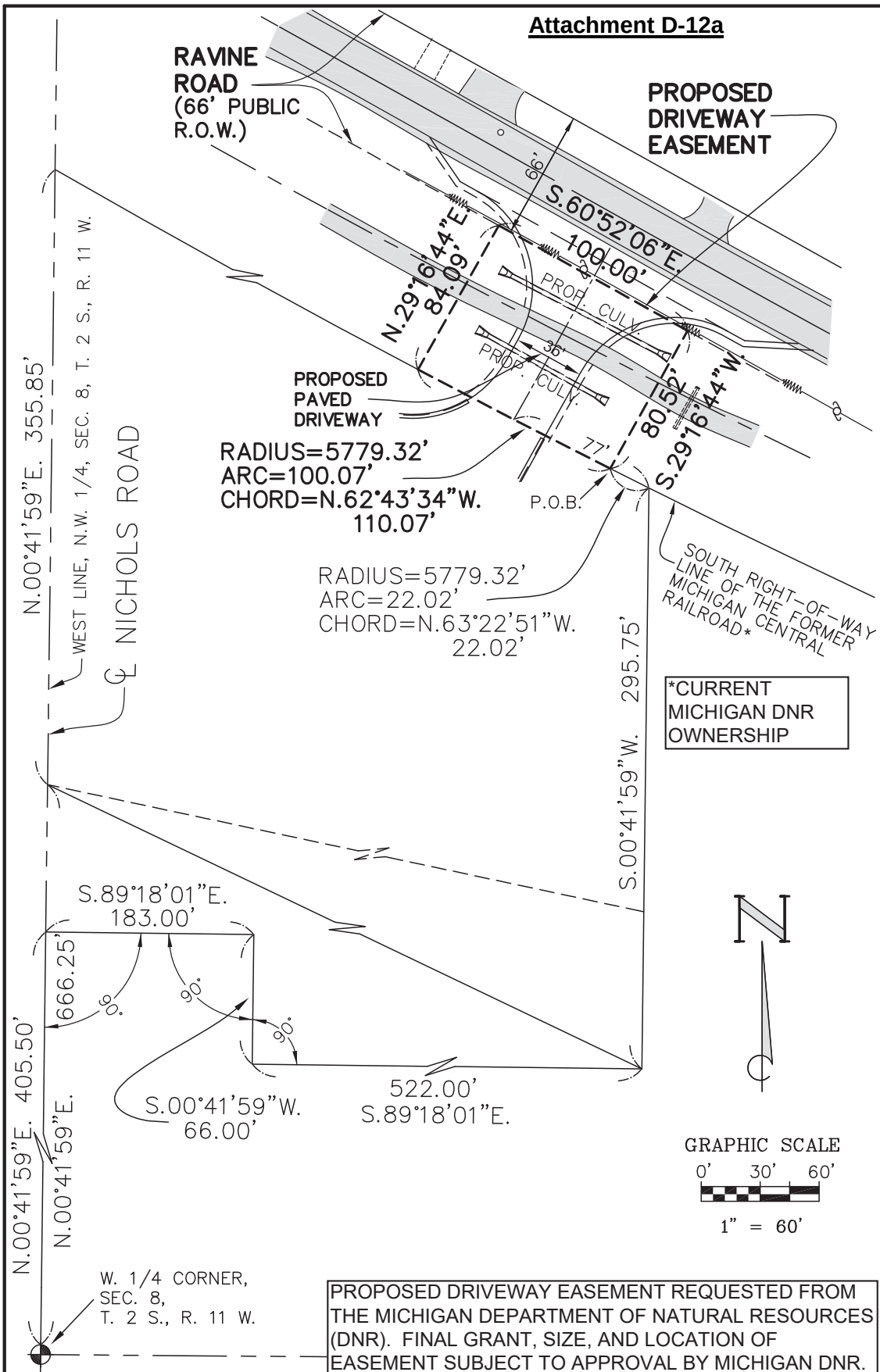
ALSO, a parcel in Section 8, Town 2 South, Range 11 West, commencing at a point 405.5 feet North of the West 1/4 post of said section and running thence East at right angles to said West line 183.0 feet; thence South parallel to said West line 66 feet; thence East at right angles to said West line 522 feet for the Place of Beginning; thence Northwesterly to a point on the West line of said section 666.25 feet North of the West 1/4 post of said section; thence Southeasterly to a point 80 feet North of the Place of Beginning; thence South 80 feet to the Place of Beginning.

*CURRENT MICHIGAN DNR OWNERSHIP

DATE	REVISION
10/07/20	ADDED POINTS FOR RAVINE & NICHOLS ROAD

BOUNDARY AND TOPOGRAPHIC SURVEY REPORT		DATE	7/23/2019
ART MULDER		JOB No.	36743
PROPERTY IN THE N.W. 1/4 SEC. 8, KALAMAZOO TWP. & CO., MI.		DRAWN No.	1
Ingersoll, Watson & McMachen, Inc.			
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS			
1123 East William Road • Portage, Michigan 49802 • Area 269-344-0100 • Fax 269-344-0050		10/07/2019/2019/2019/2019	

Attachment D-12a



SKETCH OF EASEMENT ART MULDER NORTHWEST QUARTER, SECTION 8, KALAMAZOO TOWNSHIP	DATE 1/12/2021
Ingersoll, Watson & McMachen, Inc. CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS 1209 East Milham Road Suite B * Portage Michigan 49002 * Phone 269-344-6165 * Fax 269-344-0555	SHEET No. 1 of 2 JOB No. 36743

Attachment D-12a

DESCRIPTION OF PROPOSED DRIVEWAY EASEMENT:

A parcel of land situated in the Northwest quarter of Section 8, Town 2 South, Range 11 West, Kalamazoo Township, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the West quarter corner of Section 8, Town 2 South, Range 11 West; thence N.00°41'59"E. 405.50 feet along the West line of the Northwest quarter of Section 8; thence S.89°18'01"E. 183.00 feet perpendicular with said West line; thence S.00°41'59"W. 66.00 feet parallel with said West line; thence S.89°18'01"E. 522.00 feet perpendicular with said West line; thence N.00°41'59"E. 295.75 feet parallel with said West line to the South right-of-way line of the former Michigan Central railroad; thence Northwesterly 22.02 feet along said South right-of-way line along the arc of a non-tangent curve to the right having a radius of 5779.32 feet, a central angle of 0°13'06" and a chord of N63°22'51"W. 22.02' to the Place of Beginning; thence continuing Northwesterly 110.07 feet along said South right-of-way line along the arc of a curve to the right having a radius of 5779.32 feet, a central angle of 1°05'28" and a chord of N62°43'34"W. 100.07'; thence N.29°16'44"E. 84.09 feet to the Southerly right-of-way line of Ravine Road (66' wide); thence S.60°52'06"E. 100.00 feet along said South right-of-way line of Ravine Road; thence S.29°16'44"W. 80.52 feet to the Place of Beginning.

DESCRIPTION OF LAND BENEFITTED BY THE PROPOSED DRIVEWAY EASEMENT(Warranty Deed Doc. No. 2019-001282):

Land situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan described as follows:

Commencing at a point 666.25 feet North of the West 1/4 post of Section 8, Town 2 South, Range 11 West; thence North on the West line of said section 355.85 feet to the right-of-way of the Michigan Central Railroad; thence Southeasterly along the Southerly line of said railroad 803.03 feet; thence South parallel with the West line of said section 215.75 feet and thence Northwesterly to the Place of Beginning.

ALSO, a parcel in Section 8, Town 2 South, Range 11 West, commencing at a point 405.5 feet North of the West 1/4 post of said section and running thence East at right angles to said West line 183.0 feet; thence South parallel to said West line 66 feet; thence East at right angles to said West line 522 feet for the Place of Beginning; thence Northwesterly to a point on the West line of said section 666.25 feet North of the West 1/4 post of said section; thence Southeasterly to a point 80 feet North of the Place of Beginning; thence South 80 feet to the Place of Beginning.

***CURRENT MICHIGAN DNR OWNERSHIP**

PROPOSED DRIVEWAY EASEMENT REQUESTED FROM
THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES
(DNR). FINAL GRANT, SIZE, AND LOCATION OF
EASEMENT SUBJECT TO APPROVAL BY MICHIGAN DNR.

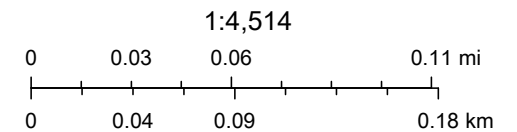
SKETCH OF EASEMENT ART MULDER NORTHWEST QUARTER, SECTION 8, KALAMAZOO TOWNSHIP	DATE 1/12/2021
	SHEET No. 2 of 2
Ingersoll, Watson & McMachen, Inc. CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS 1209 East Milham Road Suite B * Portage Michigan 49002 * Phone 269-344-6165 * Fax 269-344-0555	JOB No. 36743

Waste No, LLC project, Kalamazoo County



12/2/2020, 11:13:07 AM

- Government Units
- County Local Road - Tertiary
- County Primary Road
- Parcels
- Street Centerlines



Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE,

Kalamazoo County

This map is for reference purposes only, and does not represent a survey or legal document. Data layers on this map are generated from individual local sources. The County makes no representation regarding the accuracy or reliability of the data contained herein.



45 Ottawa Avenue SW
Suite 1100
P.O. Box 306
Grand Rapids, MI 49501-0306



GRANT E. SCHERTZING
Attorney at Law

616.831.1714
616.988.1714 fax
schertzingg@millerjohnson.com

October 22, 2020

VIA EMAIL AND CERTIFIED MAIL — RETURN RECEIPT REQUESTED

Kalamazoo County Solid Waste Management Planning Committee
c/o Lotta M. Jarnefelt, Planning & Development Department
201 W. Kalamazoo Avenue
Kalamazoo, Michigan 49007
LMJARN@kalcounty.com

Re: **Application to Amend Kalamazoo County Solid Waste Management Plan**

Dear Ms. Jarnefelt:

We represent Waste Not Recycling, LLC (“**Waste Not**”). Waste Not Recycling seeks to build and operate a recycling center for construction and demolition waste (“**C&D**”)¹ at 2206 Nichols Road in Kalamazoo Township. While Kalamazoo County (“**County**”) has many recycling programs available for municipal solid waste (“**MSW**”), the closest facility capable of recycling C&D is 100 miles away.² Without a local recycling option, the only destinations for the County’s C&D are either (1) a landfill,³ or (2) a local transfer station⁴ for diversion to a landfill or an out-of-county recycling facility.

Waste Not Recycling’s proposed center would sort C&D, remove wood, cardboard, metal, and other reusable materials, and sell those materials for reuse, sending the rest to a landfill. The center would also receive MSW from smaller trucks and reload the waste onto larger trucks for diversion to landfills. The center would have little or no adverse effect on neighboring properties, the center would benefit Kalamazoo Township and the County by —

- investing \$4 million in the construction and development of the project,
- creating 20 full-time jobs and supporting the creation of still more through secondary sales,
- removing materials from the waste stream and consolidating MSW, which would reduce traffic congestion and the wear on the County’s roads,
- preserving the capacity of landfills for actual waste,

¹ R 299.4102(f) (Defined as the “waste building materials, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on houses, commercial or industrial buildings, and other structures.”).

² The closest in-state facility is Recycle Ann Arbor’s “Recovery Yard” at 7891 Jackson Road, Ann Arbor, Michigan 48103 (±92 miles from the County Administration Building).

³ E.g., Republic Services’ Marshall landfill, Waste Management’s Three Rivers landfill, or Orchard Hill Landfill.

⁴ E.g., Best Way Disposal’s Miller Road transfer station, Republic Services’ Gembrit Circle transfer station, or Waste Management’s Wayne Road transfer station.

- keeping reusable materials near their source, which would also keep recycled products and dollars in the County's market and preserve the capacity of landfills for actual waste, and
- facilitating LEED certification by contractors and property owners, which would qualify some construction and renovation projects for financial incentives, result in faster lease-up rates, higher property values, and other indirect benefits, and encourage the high standards of energy efficiency, water usage, air quality, and access that are associated with the certification.

The center would be qualify as a solid waste disposal area under Part 115 of the Natural Resources and Environmental Protection Act ("**Part 115**").⁵ Part 115 and the Solid Waste Management Rules require any application for a permit to construct a disposal area to be consistent with the solid waste management plan of the county where that area is to be located.⁶ In this case, the Kalamazoo County Solid Waste Management Plan approved on July 28, 1999 (the "**Solid Waste Management Plan**") identifies all disposal areas within the County that may handle solid waste generated within the County. Since the center is not identified in the Solid Waste Management Plan, the center can only be built and operated if the County amends the Solid Waste Management Plan to identify it.

Under Part 115 and the Solid Waste Management Rules, an amendment to a county solid waste management plan may be presented to the county's solid waste management planning committee at any time. Once an amendment to the county's solid waste management plan has been presented, the committee must then meet in public to direct the drafting of the amendment by the county's designated planning agency. The agency then prepares a draft amendment as directed by the committee, makes the amendment available for public review for at least 90 days, and holds a public hearing on it.

This letter is an application to amend the Solid Waste Management Plan to identify Waste Not Recycling's proposed center as a solid waste disposal area.

⁵ MCL 324.11503(5).

⁶ R 299.4902(2); R 299.4903.

A. Applicant Information

Name of Applicant: Waste Not Recycling, LLC

Address: 3333 Ravine Road
Kalamazoo, MI 49006

Email: ken.wastenot@gmail.com

B. Property Owner Information

Name of Owner: Art Mulder

Address: 3333 Ravine Road
Kalamazoo, MI 49006

Email: art.wastenot@gmail.com

C. Property Information

Street Address: 2206 Nichols Road

Parcel ID: 3906-08-170-010

Government Unit: Kalamazoo Township

Legal Description: Commencing at a point 666.25 feet North of the West 1/4 post of Section 8, Town 2 South, Range 11 West; thence North on the West line of said Section 355.85 feet to the Right of Way of the Michigan Central Railroad; thence Southeasterly along the Southerly line of said Railroad 803.03 feet; thence South parallel with the West line of said Section 215.75 feet and thence Northwesterly to the Place of Beginning.

Also, a parcel in Section 8, Town 2 South, Range 11 West, commencing at a point 405.5 feet North of the West 1/4 post of said Section and running thence East at right angles to said West line 183.0 feet; thence South parallel to said West line 66 feet; thence East at right angles to said West line 522 feet for the Place of Beginning; thence Northwesterly to a point on the West line of said Section 666.25 feet North of the West 1/4 post of said Section; thence Southeasterly to a point 80 feet North of the Place of Beginning; thence South 80 feet to the Place of Beginning.

Acres: 5.19 acres (Gross), 4.92 acres (Net)

D. Type of Request

Adopt the enclosed Amendment to Kalamazoo County Solid Waste Management Plan.

MILLER JOHNSON

October 22, 2020

Page 4

Please contact my office with any questions or if any additional information is required. Thank you.

Very truly yours,

MILLER JOHNSON

By 
Grant E. Schertzing

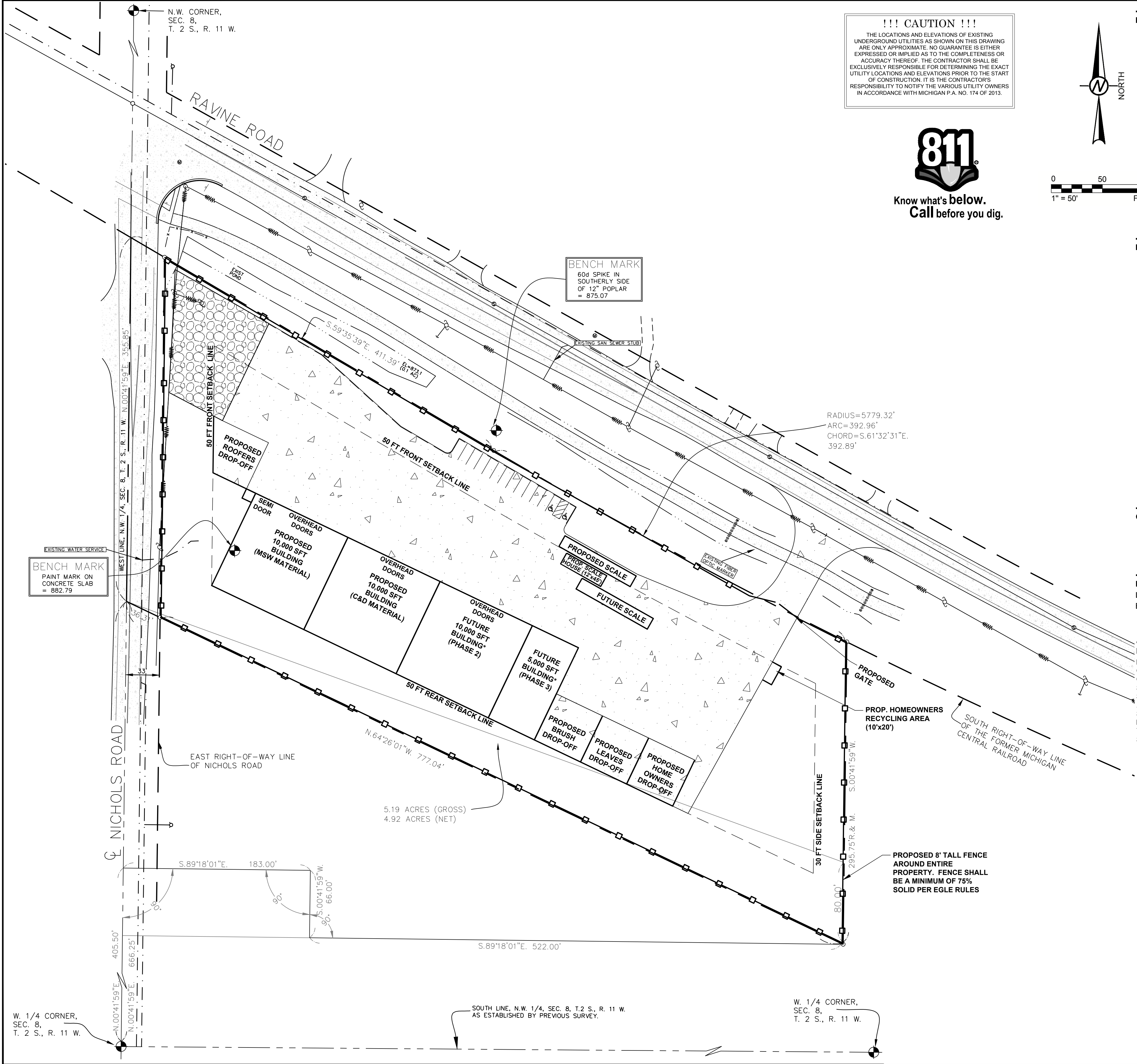
Enclosure

cc: Ken Hoving, *via email at* ken.wastenot@gmail.com

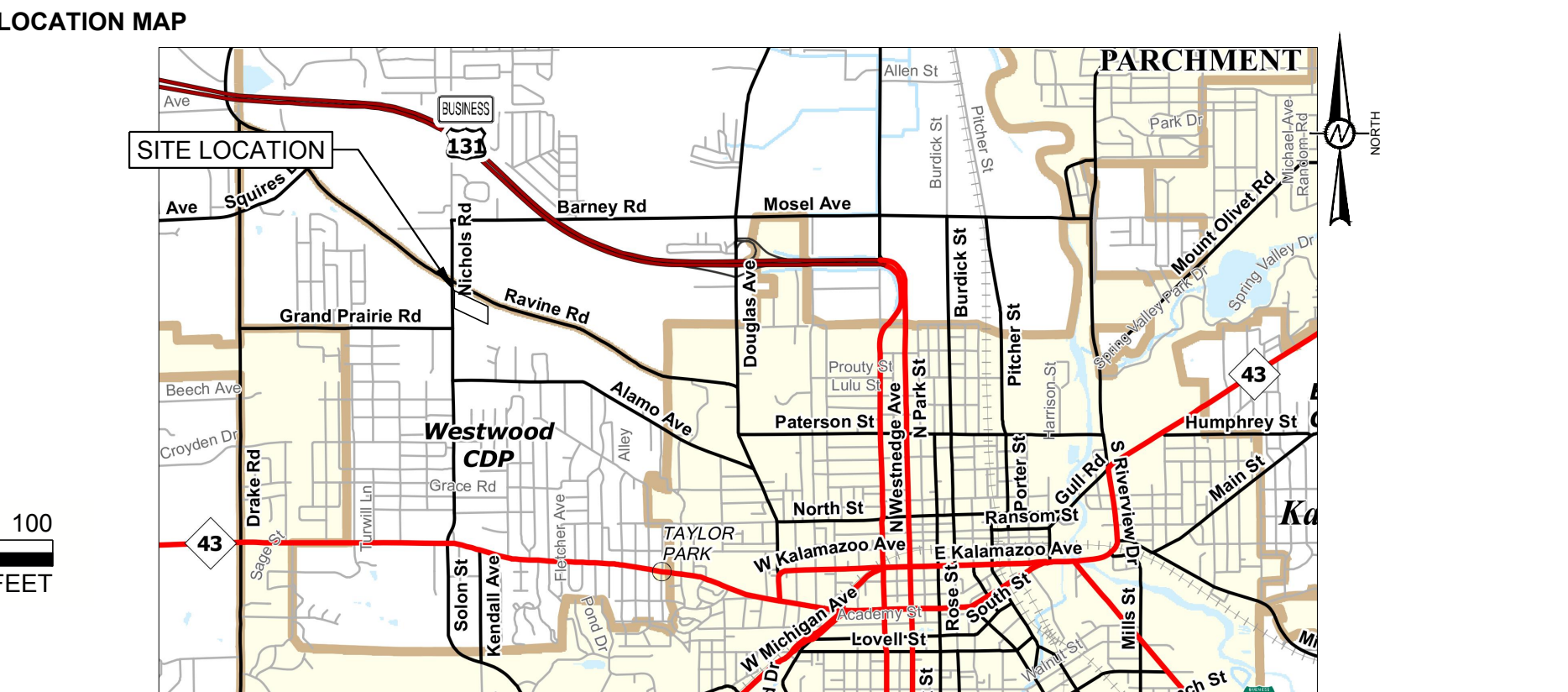
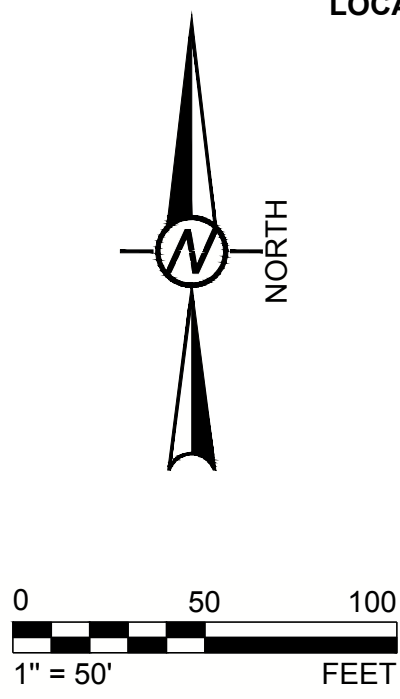
Art Mulder, *via email at* art.wastenot@gmail.com

Jeff Sorensen, Chair, *via email at* supervisor@coopertwp.org

Path: \\gdr\gdr\comp\data\office\landuse\Projects\19125209_Mulder\LS Transfer Station\PRODUCTION\1 File Name: 19125209\001.dwg | Last Edited By: dchabafema Date: 2020-10-22 Times 11:18:04 AM | Printed By: Dchabafema Date: 2020-10-22 Times 11:22:16 AM



!!! CAUTION !!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN ACCORDANCE WITH MICHIGAN P.A. NO. 174 OF 2013.



LEGEND			
	EXISTING ASPHALT PAVEMENT		PROPOSED BUILDING SETBACK
	EXISTING CONCRETE PAVEMENT		PROPOSED BUILDING LINE
	EXISTING GRAVEL PAVEMENT		EXISTING DITCH
	PROPOSED CONCRETE PAVEMENT		EXISTING FENCE
	PROPOSED GRAVEL PAVEMENT		PROPOSED FENCE
	EXISTING PROPERTY BOUNDARY		EXISTING OVERHEAD LINE
	EXISTING ROAD RIGHT OF WAY		EXISTING SANITARY SEWER
			EXISTING STORM SEWER
			EXISTING WATERMAIN

- GENERAL SITE PLAN NOTES**
- FINAL DRIVEWAY AND SCALE CONFIGURATION TO BE REVIEWED AND APPROVED BY ROAD COMMISSION OF KALAMAZOO COUNTY.
 - FINAL STORMWATER MANAGEMENT TO BE REVIEWED AND APPROVED BY KALAMAZOO COUNTY DRAIN COMMISSION.
 - FINAL UTILITY CONFIGURATIONS AND HOOKUPS TO BE REVIEWED AND APPROVED BY APPROPRIATE GOVERNING AGENCY.

REFERENCE(S)
LOCATION MAP TAKEN FROM 2009 TIGER/LINE, U.S. CENSUS BUREAU, MICHIGAN GEOGRAPHIC FRAMEWORK, v10a.
EXISTING SURVEY INFORMATION PROVIDED BY INGERSOLL, WATSON & MCMACHEN, INC. DATED 7/23/2019 AND UPDATED ON 10/07/2020.

LEGAL DESCRIPTION (WARRANTY DEED DOC. NO. 2019-001282)
LAND SITUATED IN THE TOWNSHIP OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT 666.25 FEET NORTH OF THE WEST 1/4 POST OF SECTION 8, TOWN 2 SOUTH, RANGE 11 WEST; THENCE NORTH ON THE WEST LINE OF SAID SECTION 355.85 FEET TO THE RIGHT-OF-WAY OF THE MICHIGAN CENTRAL RAILROAD; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID RAILROAD 803.03 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 215.75 FEET AND THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING.
ALSO, A PARCEL IN SECTION 8, TOWN 2 SOUTH, RANGE 11 WEST, COMMENCING AT A POINT 405.5 FEET NORTH OF THE WEST 1/4 POST OF SAID SECTION AND RUNNING THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE 183.00 FEET; THENCE SOUTH PARALLEL TO SAID WEST LINE 66 FEET; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE 522 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID SECTION 666.25 FEET NORTH OF THE WEST 1/4 POST OF SAID SECTION; THENCE SOUTHEASTERLY TO A POINT 80 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 80 FEET TO THE PLACE OF BEGINNING.

PROJECT
WASTE NOT RECYCLING, LLC
2206 NICHOLS ROAD
KALAMAZOO, MI 49006

TITLE
GENERAL SITE PLAN

PROJECT NO.	CONTROL	REV.	FIGURE
19125209		----	1

1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM A3 AND D



Kalamazoo County Solid Waste Management Plan Amendments 1 and 2

County Board meeting May 18, 2021

Lotta Jarnefelt, Director



Planning & Development Department



Background

- ▶ Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Part 115, Solid Waste Management, and its Administrative Rules, require that each County have a Solid Waste Management Plan (Plan) approved by the Michigan Department of Environment, Great Lakes & Energy (EGLE, previously DEQ).
- ▶ In late 2020, Kalamazoo County received two applications to amend its Plan.

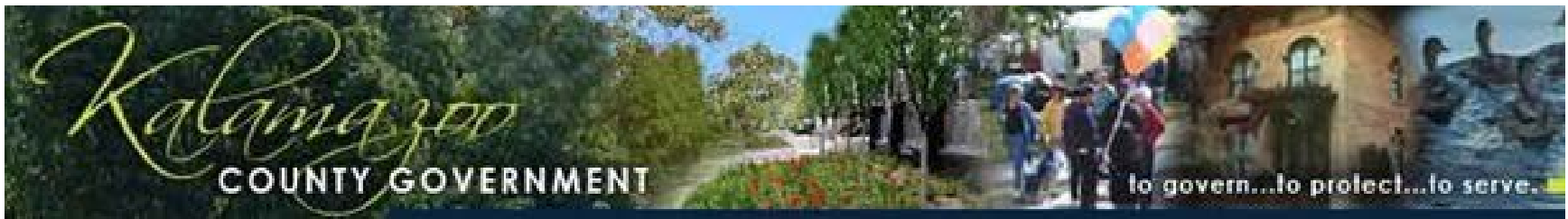




Background

- ▶ In response to the amendment applications, the 14-member Solid Waste Management Planning Committee (SWMPC) was re-assembled and has been meeting as required by the amendment process.
- ▶ This presentation is part of the amendment review and approval process for the two amendments.

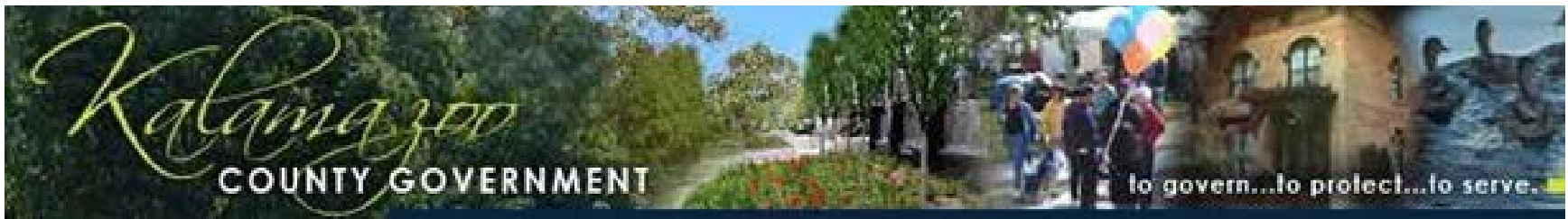




Background

- ▶ The two amendments are independent of each other, but have been processed concurrently so far.
- ▶ A 90-day public review process took place January 4th – April 5th, 2021
- ▶ A public hearing was held on March 17, 2021.

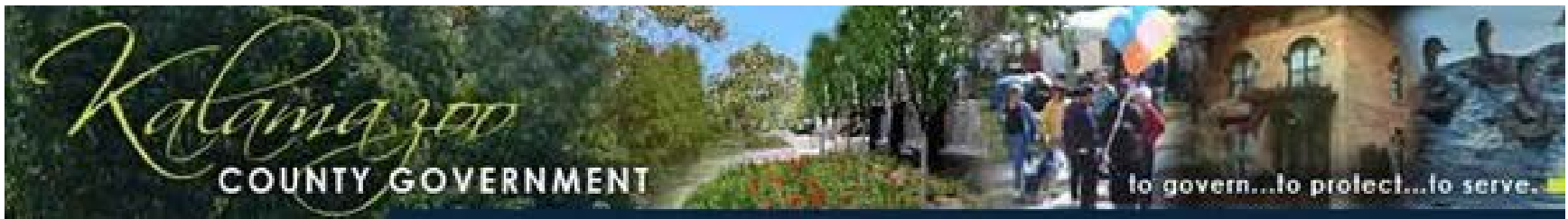




Background

- ▶ The Solid Waste Management Planning Committee voted at its April 21, 2021 meeting to recommend to the KCBOC, that the Board approve the amendments and advance both amendments to the municipality review and approval phase.
- ▶ At the June 1st County Board meeting, the Board will be asked to recommend actions regarding the two amendments.

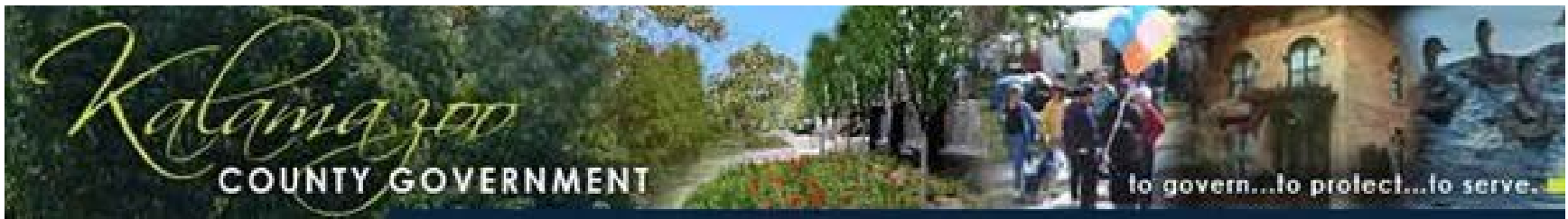




Amendment 1 – Waste Not Recycling LLC

- ▶ A request to amend the Plan to identify Waste Not Recycling LLC proposed center as a solid waste disposal area.
- ▶ Proposes to build and operate a recycling center for construction and demolition waste at the southeast corner of Nichols Road and Ravine Road in Kalamazoo Township.

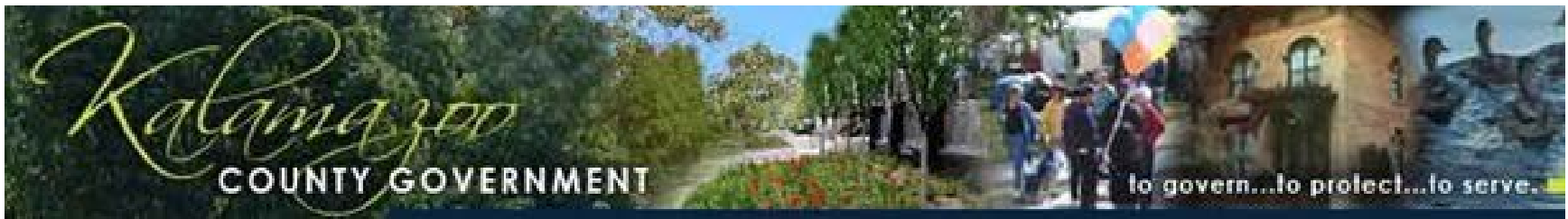




Amendment 1 – Waste Not Recycling

- ▶ The center would also receive municipal solid waste from smaller trucks and reload the waste onto larger trucks for diversion to landfills.
- ▶ The company plans to invest \$4 million and create 20 full-time jobs.

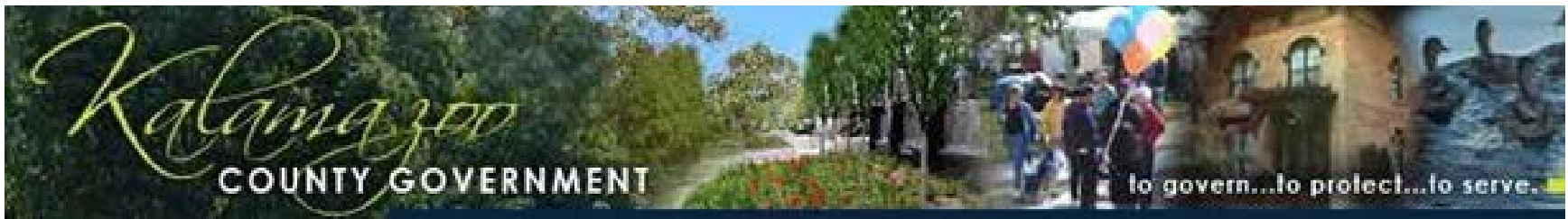




Amendment 1 – Waste Not Recycling LLC

- ▶ The site plan for Waste Not Recycling Amendment 1 was conditionally approved by the Kalamazoo Township Planning Commission on June 4, 2020. One of the many conditions is that Amendment 1 to the Plan is approved by the KCBOC.
- ▶ During the SWMPC public review period, 6 comments were received in favor of the project.
- ▶ During the SWMPC public hearing, 3 comments were made in favor of the project.

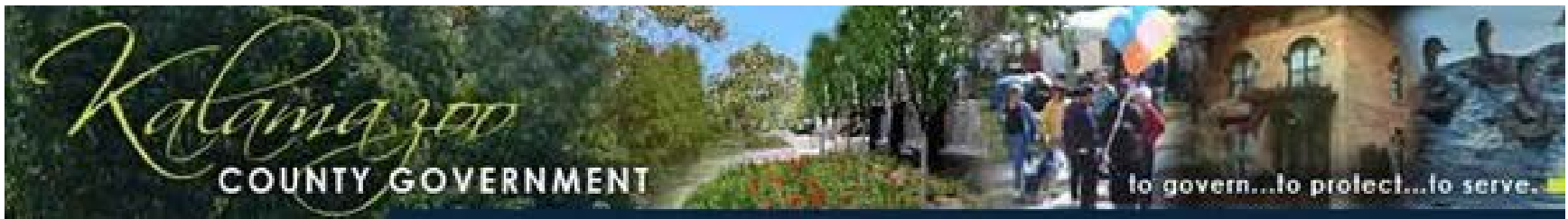




Amendment 1 – Waste Not Recycling LLC

- ▶ 1 comment was made that raised concerns about the driveway crossing over an easement and the KRVV on State owned land along Ravine Road where the Kalamazoo River Valley Trail is located.
- ▶ This comment was also submitted in written form.

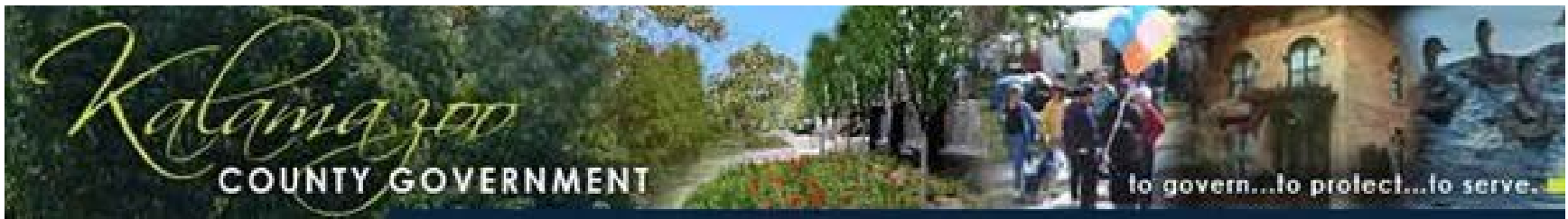




Amendment 1 – Waste Not Recycling LLC

- ▶ At the June 1st Board meeting, the Board will be asked to approve or disapprove Amendment 1.
- ▶ If the KCBOC votes to disapprove it is required to also provide objections to the plan.
- ▶ The SWMPC has to respond to the objections within 30 days
- ▶ The Board may then approve or disapprove the revised Amendment 1 at a subsequent meeting for review and approval by the municipalities.

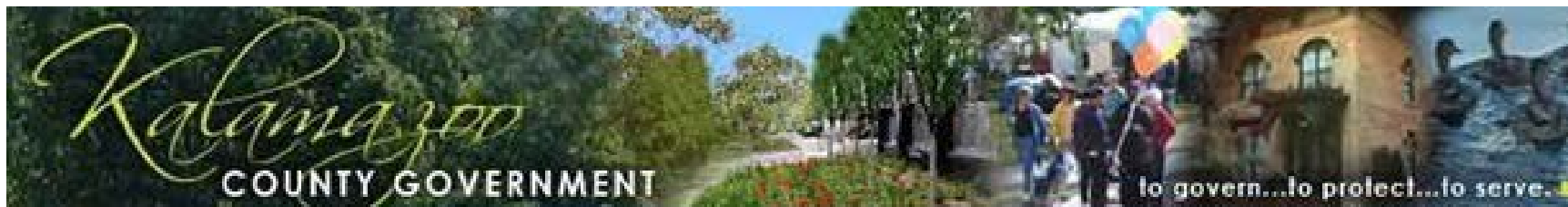




Amendment 1 – Waste Not Recycling LLC

- ▶ If KCBOC approves Amendment 1, 67% of the municipalities will have to approve the Amendment in order for it to move to the final step of review and approval by EGLE.
- ▶ At this stage, if the Board does not approve Amendment 1, the amendment process stops and cannot go further.





Kalamazoo County GIS

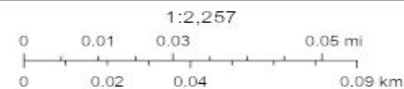


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Street Centerlines

Parcels

County Primary Road

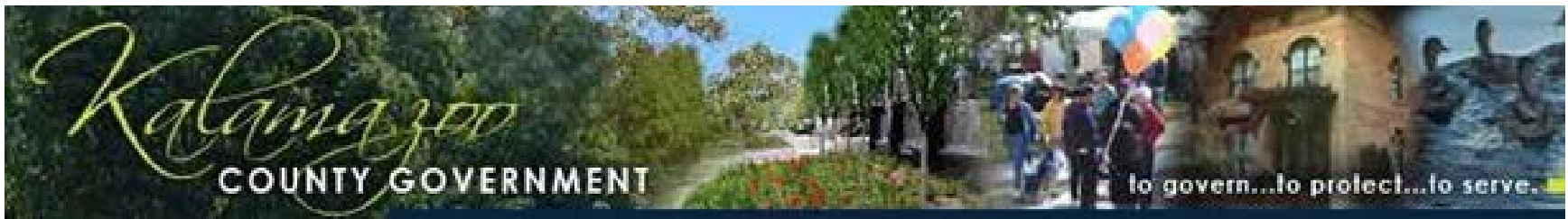


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Kalamazoo County

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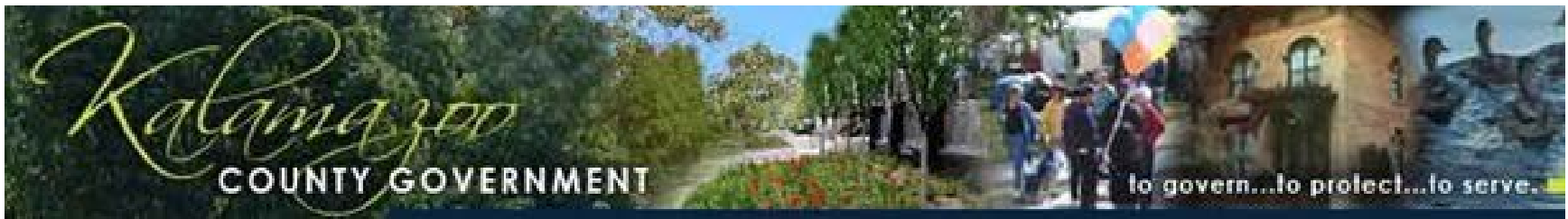




Amendment 1 – Waste Not Recycling LLC

QUESTIONS?

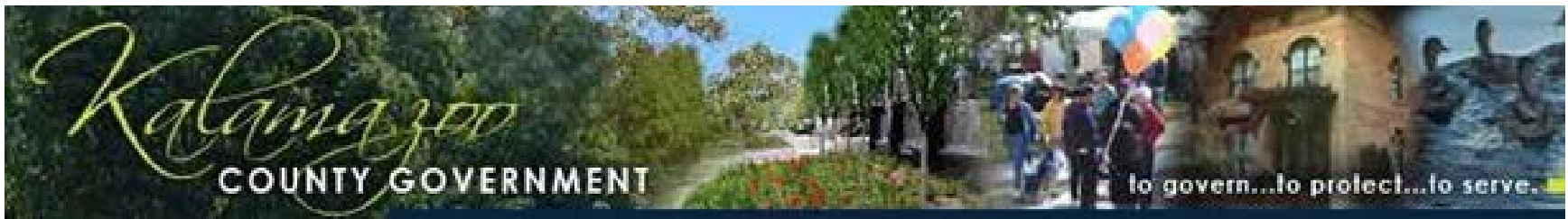




Amendment 2 – Best Way Disposal, Inc.

- ▶ Request to amend the Plan to encompass Best Way's entire property, and to allow it to conduct processing and recycling operations in addition to its current activities at 2606 Miller Road in the City of Kalamazoo.
- ▶ The Miller Road Transfer Station is currently in the Plan. The current Plan encompasses the footprint of the transfer station building. The amendment would increase the area defined to encompass Best Way's total site of 9.5 acres

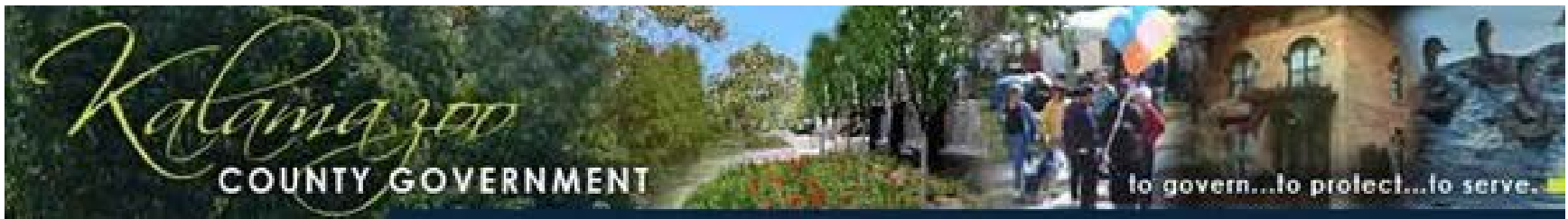




Amendment 2 – Best Way Disposal, Inc.

- ▶ With the additional area, Best Way would be well positioned to seamlessly incorporate processing and recycling operations at this site.
- ▶ The additional area would allow Best Way to remain at this location rather than seek an alternative location to grow.

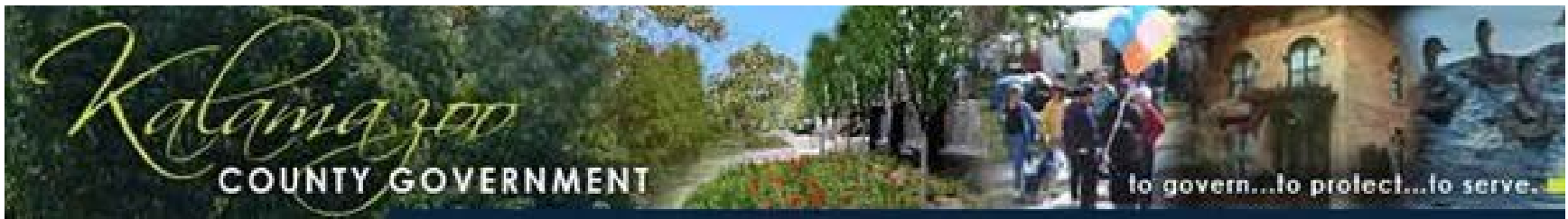




Amendment 2 – Best Way Disposal, Inc.

- ▶ During the public review process, 2 comments in favor of the project was received.
- ▶ During the public hearing, 1 comment in favor of the project was made.

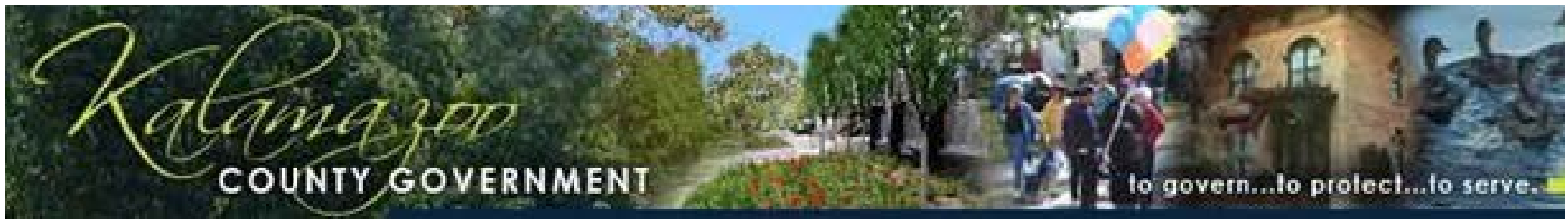




Amendment 2 – Best Way Disposal, Inc.

- ▶ At the June 1st Board meeting, the Board will be asked to approve or disapprove Amendment 2.
- ▶ If the KCBOC votes to disapprove it is required to also provide objections to the plan.
- ▶ The SWMPC has to respond to the objections within 30 days
- ▶ The Board may then approve or disapprove the revised Amendment 2 at a subsequent meeting for review and approval by the municipalities.

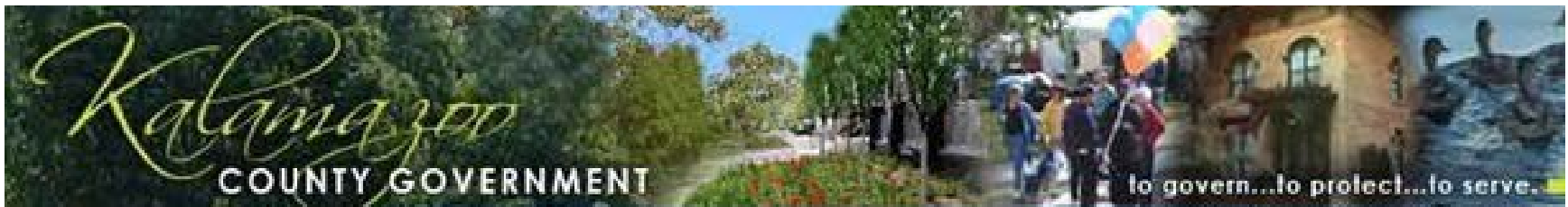




Amendment 2 – Best Way Disposal, Inc.

- ▶ 67% of the municipalities will have to approve the Amendment in order for it to move to the final step of review and approval by EGLE.
- ▶ If the Board does not approve Amendment 2, the process regarding Amendment 2 stops and cannot go further.





City of Kalamazoo GIS

Legend

 Parcels

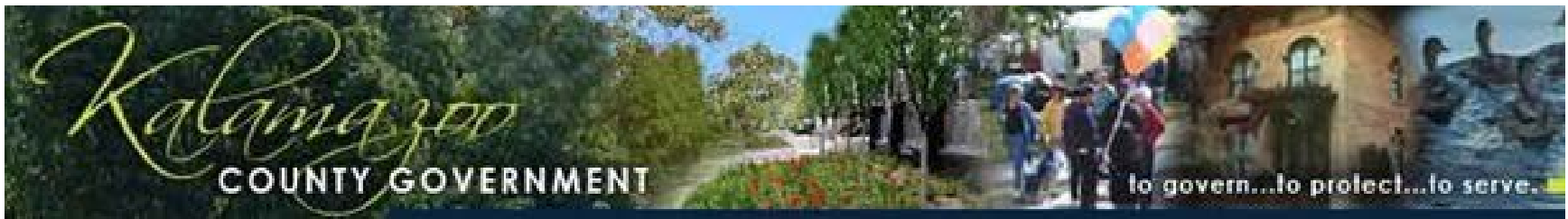


0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION





Amendment 2 – Best Way Disposal, Inc.

QUESTIONS?



SOLID WASTE MANAGEMENT PLAN AMENDMENT FREQUENTLY ASKED QUESTIONS

Contents

1. What statute and rules govern the Solid Waste Planning Program?	1
2. What is the difference between a solid waste plan amendment and a solid waste plan update?	2
3. Is there a limit to the number of changes I can make to the plan in an amendment?	2
4. Does the amendment approval process differ from the plan update approval process?	2
5. How long does it take for a DEQ decision to be made on an amendment?	2
6. How do I write the plan amendment?	2
7. What are Plan Amendment Requirements and the Approval Process?	3
8. Who are the fourteen members of the SWMPC?	4
9. Does a 14-member SWMPC need to be appointed to develop an amendment?	4
10. How is the public notified of the Public Hearing that is required during the 90-day public comment period? Is there a timeframe required for the notice?	4
11. How long does a Designated Planning Agency have to revise the amendment once the 90-day public comment period has ended?	4
12. If the BOC disapproves the amendment, how long does the SWMPC have to revise it and send it back to the BOC for approval?	4
13. Does a BOC have to provide the objections when disapproving the amendment?	4
14. Is there is a statutory timeframe in which the BOC must make a decision on the amendment?	4
15. What happens if the BOC does not take formal action on the amendment?	5
16. What happens to the amendment if the BOC disapproves the amendment a second time?	5
17. Will the DEQ assume responsibility for and prepare the amendment if it has been disapproved by the BOC or municipalities?	5
Amendment Approval Process	5

1. What statute and rules govern the Solid Waste Planning Program?

Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and the rules promulgated under the Act.

2. What is the difference between a solid waste plan amendment and a solid waste plan update?

A plan can be amended by the county at any time. An amendment can be used to change a portion of the plan, or the entire plan. However, an amendment cannot take the place of a full plan update, even if the amendment is approved near the same time the Director of the Michigan Department of Environmental Quality (DEQ) calls for a plan update. A plan update may only be initiated by the Director of the DEQ and may not be initiated by the county (R299.4709).

3. Is there a limit to the number of changes I can make to the plan in an amendment?

No, you may make as many changes as needed. However, if you are amending the plan close to a five-year update, the amendment will not serve as a substitute for a full plan update.

4. Does the amendment approval process differ from the plan update approval process?

No, an amendment follows the same approval process and steps as a full plan update. See the attached flowchart at the end of this document for further guidance (R 299.4709[4]).

5. How long does it take for a DEQ decision to be made on an amendment?

In most cases, a decision will be made within six (6) months of the submittal date (Section 324.11537[1]).

6. How do I write the plan amendment?

The recommendation for the most useful way to present an amendment is to include all of the proposed changes in a single document or cover letter, and include any revised forms, tables, or maps. It is not necessary to make each change to the originally approved plan pages and send the entire plan to the DEQ for approval.

Please see the table below for common amendments. Recommendations for writing and presenting the amendment have been included to facilitate prompt and efficient processing of the amendments, and to demonstrate compliance with Part 115 and its administrative rules:

Part of the plan you would like to change (or amend):	Please include the following in the amendment package in addition to the list under question 6:
Add a solid waste facility located in your county.	• A complete facility description. • An updated facility map including any proposed expansions envisioned under the plan. • In the cover letter, include the facility that will be added, and all page numbers where the facility will be referenced.
Add a solid waste facility located outside of the county to demonstrate 10-year capacity requirements.	• A complete facility description. • A facility map. • An updated copy of the export authorization table if not originally identified.* • A letter from the facility stating they have available capacity to fulfill the 10-year capacity requirement. • In the cover letter, include the facility that will be added, including all page numbers where the facility will be referenced.
Change an existing facility description to allow expansion, or change the type of disposal area when no siting procedure exists in the plan (i.e., you would like to	• A completed revised facility description that includes the expansion or changes. • A facility map that includes the expansion area. • In the cover letter, include changes made to the “Authorized Disposal Area” section of the plan’s Siting Review Procedure and either state

Part of the plan you would like to change (or amend):	Please include the following in the amendment package in addition to the list under question 6:
change a Type B transfer station to a Type A transfer station).	the specific site expansion by acreage and/or capacity, OR change the plan to add an approvable siting process and criteria.
Authorize another county to import waste to your county, or authorize your waste to be exported to another county.	- An updated copy of the import or export authorization table. * - In the cover letter, include a general statement indicating the new county that will be authorized to import or export waste, including “all references to importing or exporting counties will include ‘x’ county.”
Authorize automatic consistency with the plan for a specific disposal area.	- A completed revised facility description that includes the expansion or changes. - A facility map that includes the expansion area. - In the cover letter, include changes made to the “Solid Waste Disposal Areas” to include the facility and the “Authorized Disposal Area” of the plan’s siting review procedure.
Change the name of a facility. <i>It is not necessary to amend the plan if a facility name has changed through sale or other means. You may wish to include this change if you are amending the plan for other reasons.</i>	In the cover letter, include a general statement such as “all references to ‘X Landfill’ in the plan will be changed to ‘Z Landfill’.”

*The import or export of waste is not authorized until the reciprocal county also authorizes the import/export (324.11538[6]). If the county is listed in future import/export area of the table and a facility becomes operational, an amendment is not needed to include it as a “current” authorized import or export county.

7. What are Plan Amendment Requirements and the Approval Process?

The amendment approval process is the same and requires the same steps be taken as that for a plan update. See the attached flow chart for more details (R 299.4709).

To demonstrate compliance with Part 115 and to assist with prompt and efficient processing of amendments, please include the following when submitting the amendment to the DEQ for final approval:

- A cover letter explaining major concepts or changes included in the amendment, the exact language to be changed by the amendment, and all revised tables, forms, and maps.
- The signed and approved minutes and/or resolution indicating approval of the amendment by the Solid Waste Management Planning Committee (1 – Approval prior to the 90-day public comment period; and 2 – Approval before the County Board of Commissioners [BOC] formal action, as per Section 324.11535).
- The signed and approved minutes and/or resolution indicating approval of the amendment by the BOC.
- A copy of the notice of public hearing that includes the date of publication. The notice must be a minimum of 30 days prior to the public hearing date to comply with Section 324.11535 (f).
- The notes taken at the public hearing, including all written and oral comments on the plan.
- The signed resolution or approval of the amendment from at least 67 percent of all municipalities, as per Section 324.11536. Please include a list of all municipalities within the County.
- List of the Solid Waste Management Planning Committee (SWMPC) members and their areas or representation.

8. Who are the fourteen members of the SWMPC?

The 14-member SWMPC consists of the following: 4 that represent the solid waste management industry, 2 that represent environmental interest groups, 1 that represents county government, 1 that represents city government, 1 that represents township government, 1 that represents the regional solid waste planning agency, 1 that represents industrial waste generators, and 3 that represent the general public (Section 324.11534[2]) and (R 299.4703).

“Solid Waste Management Industry” as defined in R 299.4105(j).

“Environmental Interest Group” as defined in R 299.4102(o).

“Regional Solid Waste Planning Agency” as defined in Section 324.11505(2).

“General Public” as defined in R 299.4103(e).

Please note that Part 115 does not provide definitions for each of the SWMPC member positions. Therefore, to demonstrate compliance with Part 115, it is recommended that the county be able to explain how each member represents the position it holds, if challenged.

9. Does a 14-member SWMPC need to be appointed to develop an amendment?

Yes, an SWMPC shall be appointed (Section 324.11534[1]). The process of amending a plan is the same as the original development of a plan, therefore requiring a SWMPC to be in compliance with Part 115, unless a SWMPC is already established/appointed (R 299.4709[4]).

10. How is the public notified of the Public Hearing that is required during the 90-day public comment period? Is there a timeframe required for the notice?

The Public Hearing shall be published in a newspaper having a majority circulation within the county to demonstrate compliance with Part 115. The notice shall indicate a location where copies of the plan are available for public inspection, shall indicate the time and place of the public hearing, and shall be published not less than 30 days before a hearing (324.11535[f]).

11. How long does a Designated Planning Agency have to revise the amendment once the 90-day public comment period has ended?

The Designated Planning Agency has 30 days to revise the amendment, get SWMPC approval, and recommend the amendment to the BOC (Section 324.11536[3]).

12. If the BOC disapproves the amendment, how long does the SWMPC have to revise it and send it back to the BOC for approval?

30 days (324.11536[3]).

13. Does a BOC have to provide the objections when disapproving the amendment?

Yes, the BOC must provide objections when disapproving the amendment (Section 324.11536[3]). It is suggested to have written objections. Verbal objections provided and contained in the meeting minutes also adequately demonstrates compliance.

14. Is there a statutory timeframe in which the BOC must make a decision on the amendment?

There is no timeframe specified in Part 115.

15. What happens if the BOC does not take formal action on the amendment?

The amendment process is stopped until the BOC either approves or disapproves the amendment with objections. R299.4708 describes the amendment process, and states that the next step of the approval process continues after the BOC takes formal action.

16. What happens to the amendment if the BOC disapproves the amendment a second time?

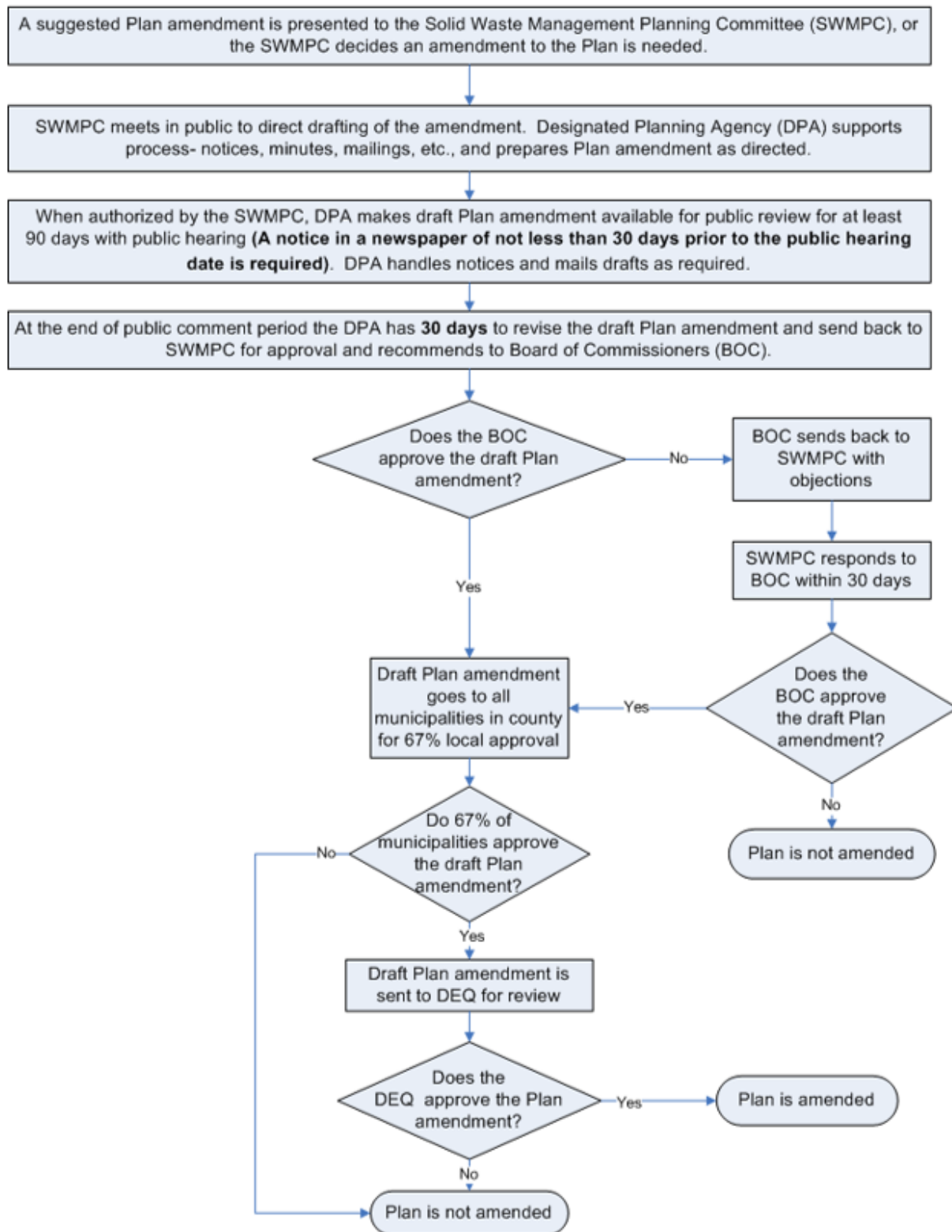
If the amendment was *required* by the DEQ and is not approved by the BOC a second time, the BOC may prepare its own amendment. If the BOC chooses not to prepare its own amendment, the DEQ will prepare the amendment for the County (R299.4709(2)).

If the amendment that is being pursued was *not required* by the DEQ and is not approved by the BOC a second time, the amendment pursued will not be completed and the process will be considered terminated. Any new amendment must start at the beginning of the process (R299.4709(4)).

17. Will the DEQ assume responsibility for and prepare the amendment if it has been disapproved by the BOC or municipalities?

The DEQ only assumes responsibility for and prepares plan updates that were initiated by the DEQ Director, unless the amendment was required by the DEQ, then the DEQ would prepare the amendment (Section 324.11533[6]).

Amendment Approval Process



This publication is intended for guidance only and may be impacted by changes in legislation, rules, policies, and procedures adopted after the date of publication. Although this publication makes every effort to teach users how to meet applicable compliance obligations, use of this publication does not constitute the rendering of legal advice.

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Public Hearing on Lake Center District Corridor & Placemaking Study

SUPPORTING PERSONNEL: Kelly Peterson, Director of Development Services

ACTION RECOMMENDED: Set a public hearing for July 13, 2021, regarding the acceptance of the Lake Center District Corridor and Placemaking Study and recommendation of the preferred road scenario for Portage Road.

The Lake Center District is an important area within the City of Portage. The rarity of not one, but two lakefronts, presents unique needs and opportunities as the community grows. A proactive plan for the future of the Lake Center District will benefit the community, property owners, and area businesses, and create a vibrant, beautiful, and safe destination.

In early 2020, the city enlisted Farr Associates, a planning firm that specializes in urban, mixed-use, pedestrian-friendly developments, to help reimagine the Lake Center District as an attractive, multi-modal corridor. The process of developing the Lake Center District Corridor & Placemaking Study began with collecting input from the public through workshops, meetings, surveys and an open house. The input helped to shape the beginnings of the plan.

The city assembled a Steering Committee comprised of area business owners, developers, and residents to help guide the city and consultant through the planning process. During 2020 and 2021, the Lake Center District Steering Committee met multiple times to review the plan and provide local knowledge and guidance on the direction of the plan recommendations. Following their final review, the Steering Committee expressed unanimous support of the draft plan.

The purpose of the plan is to tackle the challenges on Portage Road, spur economic development and take advantage of the proximity to the two lakes to create a memorable place. The vision is to create a more attractive, multi-modal Portage Road anchored by a vibrant Lake Center District for residents, businesses and visitors. The plan seeks to connect and expand this new special place with physical improvements, gateways, crosswalks, bike routes, and improved accessibility to, from, and throughout the district.

The Portage City Council reviewed the Draft Final Lake Center District Corridor and Placemaking Study in a Committee of the Whole meeting on April 27. At this meeting, the design consultant presented the final draft of the plan to the Council. Councilmembers reviewed the plan for the first time and had the opportunity to ask questions.

A public comment period was open from April 28 - May 23, 2021 and the city received hundreds of submissions. After receiving feedback from residents concerning proposed improvements to the canal between Austin Lake and West Lake, the city chose to remove the project from the LongTerm Implementation Plan (5-10 years) section of the study. The proposed project will be moved to the Future Potential Moves (20+ years) section of the study, which represents projects considered during the study visioning process, but that are not currently included in the implementation plan and may be considered by future city leadership.

On Saturday, May 15, the city held an open house at Lakeview Park, in the heart of the Lake Center District. Councilmembers, city staff and Steering Committee members were on-site. More than 200 people attended and had the opportunity to view display boards and study details, ask questions and provide more public feedback.

On July 13, City Administration will be asking that City Council consider accepting the Lake Center District Corridor and Placemaking Study and take action on a recommendation of the preferred road scenario for Portage Road. In order to ensure the public has another opportunity to be heard, City Administration is requesting that a public hearing be held during that meeting. If Council accepts the study, the City Administration will move forward in the usual manner to advance the One-Year Action Plan outlined in the study (on pg. 93). In other words, projects will still need to go through the normal budgeting and City Council approval processes and there will be ample time for additional public comments along the way. The Lake Center District Corridor & Placemaking Study remains available for review at www.portagemi.gov/721.

FUNDING: Not Applicable

Attachments: None

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Purchase of the OpenGov Integrated ERP System

SUPPORTING PERSONNEL: Devin Mackinder, Director of Technology Services

ACTION RECOMMENDED: Approve the three-year software licensing and service agreement from OpenGov of San Jose, CA, in the amount of \$153,725 and authorize the City Manager to execute all documents related to this action.

At the direction of the City Manager, a thorough discovery and review process of the OpenGov system was conducted over a six-month period in 2020 to determine the capability and efficacy of the OpenGov system against the stated goals. The review team included the Director of Technology Services, the Director of Finance and the Public Information Officer.

All departments will utilize the OpenGov system to accomplish three primary goals: (1) increase efficiency/automation of the budget preparation process; (2) enlist citizen input and support for capital projects; (3) collect, analyze and visually present departmental key performance indicators and identify opportunities for process improvements.

The three-year software licensing and service agreement allows the city to use the automated bundled Budgeting and Planning modules, which include Open Town Hall, Operating and Capital Budgeting, Reporting and Analytics, Story Builder, Transparency, Workforce Planning and Dashboards.

The city is able to purchase this proprietary system under the well-established National Association of State Procurement Purchasing Program (NASPO) Carahsoft Technology contract, which reviews vendor pricing as fair and reasonable. The city also negotiated a significant discount off the standard pricing. The total three-year cost is therefore established at the annual licensing and services fee of \$36,750 and a one-time implementation and training fee of \$43,475.

It is recommended that City Council approve the three-year software licensing and service agreement from OpenGov of San Jose, CA, in the amount of \$153,725 and authorize the City Manager to execute all documents related to this action. Funds are available and budgeted in the 2021-22 Capital Improvement Budget for this purpose.

FUNDING: Year One: Capital Improvement Project Account: Information Systems Improvements
Years Two and Three: Technology Services Operating Budget

Attachments: 1. OpenGov Software Services Agreement

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer’s designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an “**On Hold Notice**”) that (A) designates the Professional Services to be provided to the Customer as “**On Hold**”, (B) detail Customer’s obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the “**On Hold Fee**”).

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the “On Hold” status, only upon Customer’s fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold

Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. **TERM & TERMINATION**

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such

request must be addressed to “OpenGov Vice President, Customer Success” at OpenGov’s address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer’s exclusive remedy and OpenGov’s entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov’s entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov’s use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED “AS IS” AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY’S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY’S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party’s intentional breach of its

obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. Subject to Customer's prior written consent, OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction

located in Kalamazoo County, Michigan, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: City of Portage, MI

OPENGov, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

Minutes of Boards & Commissions

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Virtual Meeting – May 6, 2021

CALL TO ORDER:

The City of Portage Human Services Board virtual meeting of May 6, 2021 was called to order by Acting Chairperson Upshaw at 6:05 p.m. Pursuant to the “Remote Attendance Rules for Meetings,” this meeting was held remotely with board members and staff participating via video/telephone call-in.

MEMBERS PRESENT:

Stephanie Upshaw (Portage, MI), Nadeem Mirza (Portage, MI), Effie Kokkinos (Portage, MI), Tim Henson (Portage, MI), Barbara Sagara (Portage, MI), Brooke Kolodzieczyk (Portage, MI), Fayyaz Razi (Youth Advisory Board Representative – Portage, MI).

MEMBERS EXCUSED: Fi Spalvieri

MEMBERS ABSENT: Cristy Cate, Alice Mwanda

STAFF PRESENT:

Tom McCoy, Neighborhood Program Specialist, Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services.

APPROVAL OF MINUTES:

Kokkinos moved and Henson supported a motion to approve the April 1, 2021 minutes. Motion passed 6-0.

NEW BUSINESS:

Metro Transit Update – No meeting conducted since the April 1, 2021 HSB meeting.

Fair Housing Center Update - Sharlee Coffman-Cook, Fair Housing Center of Southwest MI presented a report on activities conducted by the Fair Housing Center during the current fiscal year including data and statistics regarding housing discrimination reported in the greater Kalamazoo area and the City of Portage, the majority of which involve discrimination experienced by persons with disabilities. It was noted that the Fair Housing Center had provided helpful information and guidance to landlords who were either not familiar with or in compliance with rules and regulations relevant to the Americans with Disabilities Act and that most cases resulted in a resolution of reported issues. The Fair Housing Center continues to provide valuable assistance to those individuals who feel that they have experienced housing discrimination in Southwest Michigan.

OLD BUSINESS:

Proposed Revisions to Human Public Services Grant Application – The Board requested that Staff provide a draft of the revised application incorporating the proposed revisions submitted to

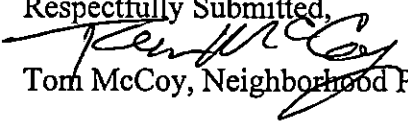
staff by a sub-committee of Board members who met in December 2020. Staff will prepare a draft to be included in the June 3, 2021 Human Services Board meeting Agenda.

STATEMENTS OF CITIZENS: None received

ADJOURNMENT:

There being no further discussion to come before the Board, a motion was made by Sagara and supported by Mirza to adjourn the meeting at 6:30 p.m. Motion was approved 6-0.

Respectfully Submitted,


Tom McCoy, Neighborhood Program Specialist

T:\COMMDEV\2020-2021 Department Files\Board Files\HSB\Minutes\HSB Minutes 05.06.21 draft.docx

Environmental Board Meeting Minutes

5.12.21 Meeting

Join by phone

1-415-655-0002 US Toll

Enter Meeting Number: 180 926 1275

Join from an internet connection

www.webex.com

Click "Join A Meeting"

Enter the Meeting Number: 180 926 1275

Fill in the required user information

Enter Event Password: Portage21

Click "Join Now"

Call to Order:

--Meeting called to order at 7:00pm.

--Due to COVID 19, all members participated remotely.

--Members Present: Thomas Shaffer, Deirdre Courtney, Chelsea Huber, Lauren McMullan, Joe Chamberlin, Roger Lonoza, Jerry Krohn, Loren Kimeldorf, Grace Freed (Youth Advisory), Assistant City Engineer Jamie Harmon (ex officio)

-Unexcused: Andy Keeler

--Prior meeting minutes approved after adding Jerry's name to the list of those present.

Welcome/Guests:

-No guests

Hearing of citizen environmental concerns/ Joint mosquito meeting update:

-Thomas reports he hasn't had much follow up with the doctors from last meeting.

-Thomas working an informational piece for the website about mosquitos.

-Will be fact-based.

Web Page and Community Outreach Mechanisms:

-Members agreed to at least posting the resolution.

-Members discussed maintaining a widget for a calendar that shows all of our events.

-Discussed the previously-established committee needing to meet again to specify what the board wants to make available to the community via the website.

-Lauren volunteered to draft the topics we want: calendar, invasive species (multiple layers), recycling, local environmental group events, resolution, carbon footprint, mosquitos, native plants in the area for pollinators, and our meeting times.

- Members also liked the idea of having our names, picture, and information about us available to the public.
- Scientific exploratory club
 - Motion to collaborate with the existing group.
 - Approved

Fundraising Update/Open Discussion:

- Any funds go to the City first and then the City sets up an account for us to use.
- Held a discussion about opening an account so we can proceed with sending a letter out to businesses to donate.
 - Loren to draft a letter to send out to businesses.
- Discussion transformed into adding more events such as litter pick-ups in the parks or along roadways.
 - Jerry opposed.

Garlic Mustard Pulls:

- Turnout was substantially better last Saturday after the news article was released seeking volunteers.
- Issue with the website that still lists last years' cancelled dates. Jamie to check on having this removed as it may generate confusion since the dates are the same as this year.
- We did have one person call in and complain that all the pulls were on Sunday.
- Joe has the three gift cards for the giveaway. Will give away at a raffle after the garlic mustard pulls from all participants.
- Be sure email or text Chelsea picture of the garlic mustard pull sign-up sheet.
- Chelsea to email each garlic pull leaders the sheets that go into the yard signs.

Motion to adjourn; approved:

- Meeting ended at 9:00 p.m.

/s/ Portage Environmental Board

MATERIALS TRANSMITTED

Tuesday, June 8, 2021

1. Communication from the City Manager regarding the Delinquent Utility Billing to Tax List – Information Only.



Joseph S. La Margo, City Manager

cc Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Delinquent Utility Billing to Tax List

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

Attached is an updated listing of citizens and businesses with unpaid water and sewer bills as of June 8, 2021, as mentioned in agenda item A.3. in the June 8, 2021 City Council Agenda.

Attachments: Final Delinquent UB to Tax List

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Genesis PharmOptima, 6710 Quality Way, Application for Industrial Tax Abatement

SUPPORTING PERSONNEL: Kelly Peterson, Director of Development Services

ACTION RECOMMENDED: Subsequent to the public hearing, adopt Resolution No. 4 to approve the proposed Tax Abatement Certificate, Tax Abatement Agreement and Affidavit of Fees for Genesis PharmOptima at 6710 Quality Way.

Attached is a request from Genesis PharmOptima to expand Industrial Development District (IDD) No. 78 at 6710 Quality Way and an associated PA 198 tax abatement application for a 9-year real property tax abatement. PharmOptima is a Contract Research Organization conducting preclinical drug discovery and development with an emphasis on the ocular therapeutic area. Founded in 2003 by several former pharma scientists, PharmOptima is focused on Metabolism/Pharmacokinetics (the study of the time course of drug absorption, distribution, metabolism, and excretion in the body), Bioanalytics, and Biochemistry.

Genesis PharmOptima leases the property from Portage MI Holdings, LLC. Both Genesis PharmOptima and Portage MI Holdings, LLC are members of the Genesis Biotechnology Group which is based in Hamilton, New Jersey. As the lessee of the property, Genesis PharmOptima is eligible to receive an Industrial Facilities Tax Exemption Certificate.

The proposed Genesis PharmOptima expansion projects includes the following components:

1. Construction of a 13,692 square foot two-story building addition (6,846 square feet per floor) valued at approximately \$4,777,500.
2. Purchase of new equipment, fixtures, furniture and other personal property valued at \$2,770,000. However, these improvements are considered Eligible Manufacturing Personal Property (EMPP) and are exempt from local taxation.
3. Creation of 30 full-time jobs with an average annual salary of \$65,000. With these new jobs, the number of full and part time positions will increase from 16 (13 full time and three part time) to 46 (44 full time and two part time).

The total level of investment is \$7,547,500. Construction is expected to commence once IDD #78 is

expanded. Included in the application materials is a preliminary site plan showing the location of the proposed site improvements along with the proposed boundary of IDD No. 78, as expanded.

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. Information provided by the applicant indicates that 30 new jobs will be created within two years of project completion and will have an average annual salary of \$65,000. As a result, Genesis PharmOptima is eligible for an additional three-year abatement period for a total of nine years.

An analysis of the impact of property taxes has also been prepared. With no abatement and the real property taxed at the full 63.3384 millage rate, the estimated taxes generated for all taxing units would total \$1,346,567 over a 9-year period. The information below provides the estimated total tax revenue foregone over a 9-year abatement period by local units of government.

- City of Portage: \$119,769
- Kalamazoo County: \$85,167
- Central County Transportation Authority: \$7,941
- Kalamazoo County Transportation Authority: \$3,328
- KRESA: \$77,485
- KVCC: \$29,732
- Portage District Library: \$21,201

Portage Public Schools' revenue is subject to the 1994/1995 school aid legislation and is largely provided by the State of Michigan. The total tax abatement valuation percentage approved by the Council with the inclusion of this application would equal 7.25%. This figure reflects the active industrial tax abatements that have been approved by the Council as a percentage of the total city State Equalized Value.

The City Administration has prepared the attached Tax Abatement Agreement and Fees Affidavit. As such, it is recommended that, subsequent to the public hearing, City Council adopt Resolution No. 4 to approve the proposed Tax Abatement Certificate, Tax Abatement Agreement and Affidavit of Fees for Genesis PharmOptima at 6710 Quality Way.

FUNDING: Not applicable

- Attachments:**
1. Genesis PharmOptima IDD #78 (expansion) Application
 2. Tax Abatement Agreement
 3. Affidavit with Regard to Fees
 4. PharmOptima Tax Analysis
 5. Resolution # 4

April 20, 2021

Via Overnight Mail

City of Portage
Attn. City Clerk
Portage City Hall
7900 South Westnedge Avenue
Portage, Michigan 49002

Re: 6710 Quality Way, Portage, Michigan

Ms. Ekllov:

Our firm represents Genesis PharmaOptima, LLC (the "**Company**"). Genesis operates a pharmaceutical research and development business from its facility located at 6710 Quality Way, Portage, Michigan (the "**Facility**"). The Company is planning an expansion of the Facility and a significant investment in additional equipment, furniture, fixtures and machinery. In connection with the proposed expansion and investment, we have enclosed the following for your review and consideration four copies of the following:

1. An Application for Industrial Facilities Tax Exemption Certificate for the Facility
2. A check in the amount of \$1,800 for the application fee
3. A site layout that shows the existing Facility and the expansion area
4. Legal descriptions of the existing footprint of the Facility, of the expansion area and of the combination of the footprint Facility area
5. Environmental Compliance Statement
6. Jobs and Compensation Schedule
7. New Equipment List and
8. Lease Agreement

By way of background, the Company (and its predecessor PharmOptima, LLC) has been operating from the Facility since 2007. The Company is growing and desires to add approximately 13,692 square feet to the Facility. As shown on the enclosed drawings, the expansion would consist of two stories of approximately 6,846 square feet per level. The addition is expected to cost approximately \$4,777,500 and would be used for laboratory and research purposes in furtherance of its drug discovery, innovation and development business.

HONIGMAN.

Page 2

The expansion would also result in the investment of approximately \$2,770,000 in new equipment, fixtures, machinery and personal property. A more specific list of equipment is enclosed with this letter.

Most importantly, the expansion would enable the Company to add approximately 30 full time jobs to the Facility. The additional jobs would increase the workforce at the Facility from 16 (13 full time and 3 part time) jobs to 46 (44 full time and 2 part time) jobs.

We note that an industrial development district was previously established and an Industrial Facility Exemption Certificate was previously issued with respect to the Facility. We understand that the district and certificate expired several years ago. We have been informed that the district would need to be reactivated and expanded to include the expansion area. To this end, our enclosed drawings and legal descriptions that show existing Facility (and original industrial development district), the expansion area and what would be the "new" industrial development district (combining the previous industrial development district area with the expansion area).

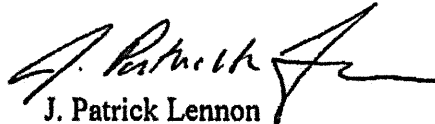
As you might expect, the Company is moving quickly to finalize their plans and would like to move forward as quickly as possible. We believe the enclosed information satisfies the application requirements and hope it can be considered by City Council as soon as possible. Of course, if there are any deficiencies, or if City staff needs more information to fully evaluate the application, we will provide it as quickly as possible.

Thank you in advance for your time and consideration with respect to the enclosed Application. We look forward to presenting the Application, and the opportunities it presents for the City of Portage, to the City Council.

Please contact me with any questions. We look forward to hearing from you soon.

Very truly yours,

HONIGMAN LLP


J. Patrick Lennon

cc: Michael Gale

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. 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>Evee L. Coo</i>	Date Received by Local Unit <i>4/22/2021</i> (v.2)
STC Use Only	
Date Received by STC	

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Genesis Pharma Optima, LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 8731	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6710 Quality Way, Portage MI 49002		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.

The Applicant needs to establish an approximately 13,692 square foot addition to its existing facility. The addition would consist of two stories of approximately 6,846 square feet each. The addition will be used for laboratory and research related to drug discovery and innovations. The addition and facility will house new equipment and will add approximately 31 new employees (see attached).

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.	4,777,500 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	2,770,000 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	7,547,500 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	05/01/2021	02/28/2023	☐ Owned ☒ Leased
Personal Property Improvements	02/01/2023	05/01/2023	☒ 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. 13 full time, 3 part time

10. No. of new jobs at this facility expected to create within 2 years of completion. 31 full time (44 total full time), -1 part time (2 total)

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.

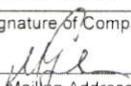
a. TV of Real Property (excluding land)	n/a
b. TV of Personal Property (excluding inventory)	
c. Total TV	

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 Patrick Lennon	13b. Telephone Number (269) 337-7712	13c. Fax Number	13d. E-mail Address lennon@honigman.com
14a. Name of Contact Person Patrick Lennon	14b. Telephone Number (269) 337-7712	14c. Fax Number	14d. E-mail Address lennon@honigman.com
▶ 15a. Name of Company Officer (No Authorized Agents) Michael Gale Vice President			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2439 Kuser Road, Hamilton NJ 08690		15f. Telephone Number (609) 338-1546	15g. E-mail Address MGale@genesis-ip.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.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY

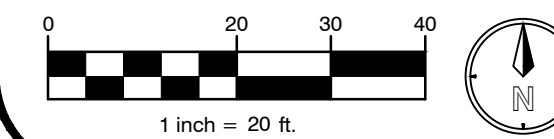
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal
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SITE DATA

- PROPERTY INFORMATION:
PARCEL #S: 00012-115-X
SITE AREA: 79,996 SF (1.84 AC)
OWNER: KC EAGER LLC
6710 QUALITY WAY
PORTAGE, MI 49002
- ZONING:
PROPERTY CURRENTLY ZONED: I-1 LIGHT INDUSTRIAL
ABUTTING PROPERTY CURRENTLY ZONED:
NORTH: I-1 LIGHT INDUSTRIAL
SOUTH: I-1 LIGHT INDUSTRIAL
EAST: I-1 LIGHT INDUSTRIAL
WEST: I-1 LIGHT INDUSTRIAL
- SETBACKS
FRONT = 30' *
SIDES = 12' **
REAR = 12' **
GREENBELT = 10' ALONG PUBLIC R/W
*INDUSTRIAL PARK SETTING
** 1/2 OF TOTAL BUILDING HEIGHT, NO LESS THAN 12'
- PARKING:
REQUIRED = (5) PLUS (1.5) PER EMPLOYEE ON LARGEST WORK SHIFT
27 EMPLOYEES * 1.5 + 5 = 45.5 = 46 SPACES REQUIRED
PROVIDED = STANDARD 9'X20' SPACES = 47
BARRIER FREE SPACES = 2
TOTAL PROVIDED = 49
- LOADING
20,001 SF - 100,000 SF (GFA) - 1 SPACE PLUS 1 SPACE FOR EACH ADDITIONAL 20,001 SF OF UFA NOT EXCEEDING 100,000 SF UFA
MINIMUM SIZE: 10' x 50' or 500 SF, 14' MINIMUM HEIGHT
- BUILDING:
EXISTING SINGLE-STORY (+/- 21.3)
MAXIMUM HEIGHT: 40'
EXISTING BUILDING GFA: ±14,180 SF
PROPOSED BUILDING ADDITION: 6,846 SF x (2-STORY) = 13,692 SF
TOTAL PROPOSED GFA: 27,872 SF
PROPOSED BUILDING COVERAGE: 26%
MAXIMUM LOT COVERAGE: NOT SPECIFIED
- LOT:
MINIMUM LOT AREA: NOT SPECIFIED
MINIMUM LOT WIDTH: NOT SPECIFIED
LOT SIZE: 79,996 SFT / 1.84 ACRES
LOT DIMENSIONS: 399.99' x 200'
- EXISTING UTILITIES AND TOPOGRAPHIC INFORMATION SHOWN IS PER PREVIOUS APPROVED SITE LAYOUT PLAN DATED FOR 11/2011.
- WB-67 TRUCK MANEUVERING SHOWN

LEGEND

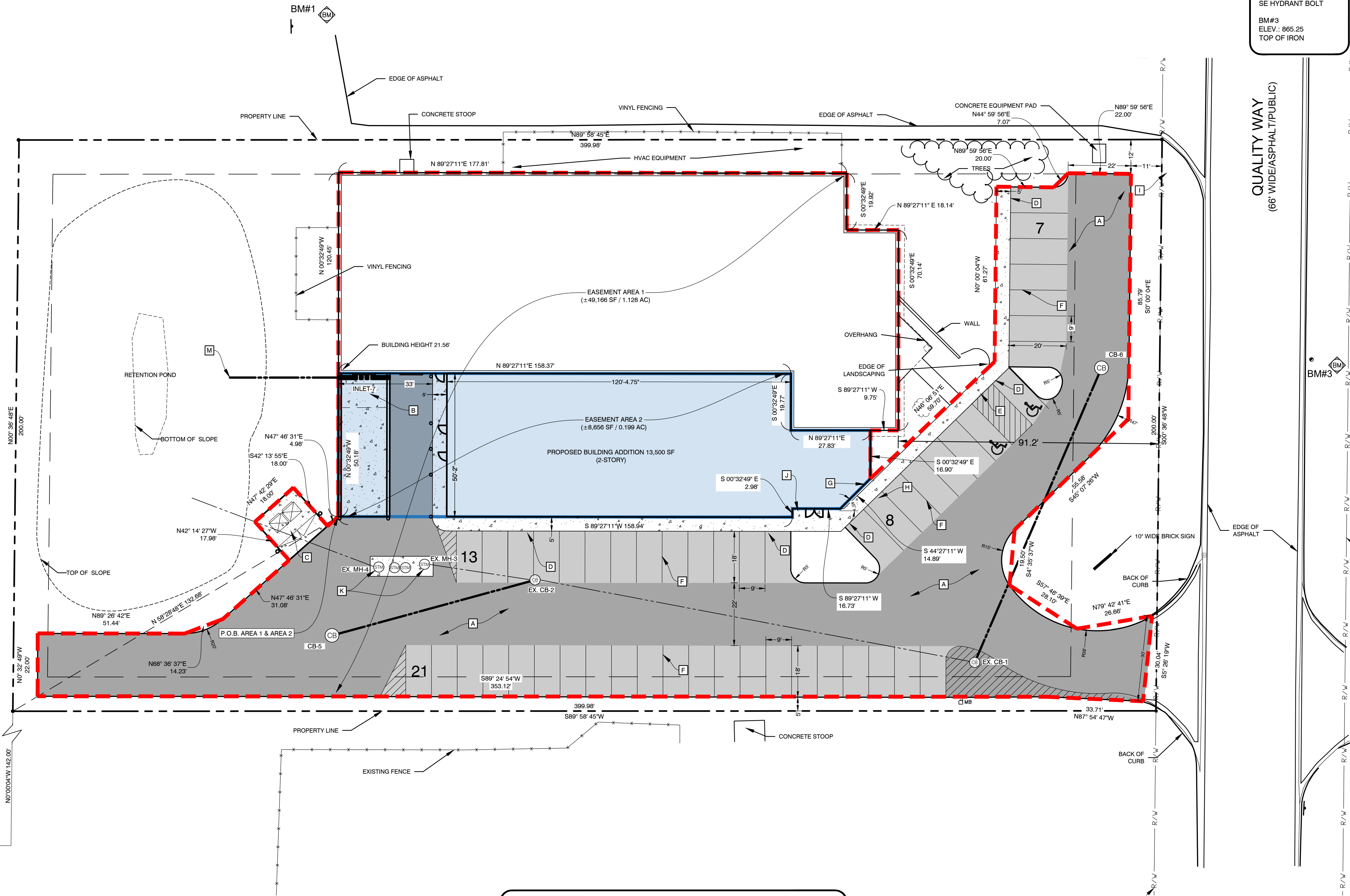
- HEAVY DUTY PAVEMENT
(SEE DETAIL ON C5.0)
- LIGHT DUTY PAVEMENT
(SEE DETAIL ON C5.0)
- CONCRETE PAVEMENT AND SIDEWALK
(SEE DETAIL ON C5.0)



BENCHMARKS

- BM#1
ELEV.: 871.76
TOP HYDRANT BOLT
- BM#2
ELEV.: 865.25
SE HYDRANT BOLT
- BM#3
ELEV.: 865.25
TOP OF IRON

QUALITY WAY
(66' WIDE/ASPHALT/PUBLIC)



SITE PLAN NOTES

- | | |
|--|--|
| A. BITUMINOUS PAVEMENT (SEE DETAIL SHEET). | I. EX. SEWER LATERAL. |
| B. 37' x 18' - 6" CONCRETE PAD/LOADING AREA. (SEE DETAIL SHEET) | J. PROPOSED TELEPHONE SERVICE LOCATION. COORDINATE CONNECTION WITH ELECTRICAL PLANS. |
| C. 18' X 20' (MIN.) - 6" CONCRETE DUMPSTER PAD (PROVIDE 18' X 12' DUMPSTER ENCLOSURE. AREA FOR (2) STD DUMPSTERS (SEE DETAIL SHEET). | K. (4) EX. STORM WATER TREATMENT STRUCTURE MANHOLES. USE CONCRETE ADJUSTMENT RINGS TO RAISE RIMS BY 3" |
| D. INTEGRAL CURB/WALK (SEE DETAIL SHEET). | L. 12" FLARED END SECTION WITH RIP RAP AND REFUSE SCREEN. |
| E. AT-GRADE RAMP (SEE GRADING PLAN). | M. 6" FLARED END SECTION WITH RIP RAP AND REFUSE SCREEN. |
| F. PAINT/ STRIPING (SEE DETAIL SHEET) | |
| G. PROPOSED WATER SERVICE LOCATION. COORDINATE CONNECTION WITH PLUMBING PLANS. | |
| H. REUSE EXISTING WATER SERVICE LINE. INSPECT LINE FOR BREAKS OR LEAKS | |

GENERAL NOTES

- DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- ALL CURB RADII AND DIMENSIONS ARE TO FACE OF CURB. CURB TO BE PROVIDED WHERE SHOWN AND INTEGRAL WITH SIDEWALK AT PAVING EDGE.
- SLOPE GRADES UNIFORMLY BETWEEN ELEVATIONS SHOWN. NOMINAL GRADING, SLOPE SIDEWALKS AWAY FROM BUILDING AT 1/4" PER FOOT ON ENTRY WALK.



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

PLANS PREPARED BY:



DRAWN: amw

CHECKED: WLP

No.	ISSUED FOR:	DATE	BY
0	TAX ABATEMENT REQUEST	04/12/21	dig
1	OWNER REVIEW	05/06/21	dig
2			
3			
4			

SITE LAYOUT
6710 QUALITY WAY
PORTAGE MI HOLDINGS, LLC

SHEET TITLE:
PROJECT:
CLIENT:

JOB NUMBER
2077001

DATE
05/06/2021

SHEET NUMBER
C2.0

EXISTING BUILDING FOOTPRINT AREA

PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 12;

THENCE NORTH 00° 00' 04" WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 12 A DISTANCE OF 967.00 FEET;

THENCE NORTH 89° 19' 02" EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 356.61 FEET;

THENCE NORTH 00° 00' 04" WEST PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE A DISTANCE OF 305.40 FEET;

THENCE NORTH 89° 21' 53" EAST PARALLEL WITH THE EAST-WEST 1/4 LINE OF SAID SECTION A DISTANCE OF 438.40 FEET;

THENCE NORTH 00° 00' 04" WEST PARALLEL WITH SAID NORTH-SOUTH 1/4 LINE A DISTANCE OF 142.00 FEET;

THENCE NORTH 58°28'48"EAST A DISTANCE OF 132.68 FEET;

THENCE NORTH 00°32'49" WEST ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF AN EXISTING BUILDING A DISTANCE OF 50.18 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING AND TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°32'49" WEST 70.28 FEET TO THE NORTHWEST BUILDING CORNER;

THENCE NORTH 89°27'11" EAST ALONG SAID BUILDING FACE A DISTANCE OF 177.81 FEET;

THENCE SOUTH 00°32'49" EAST ALONG SAID BUILDING FACE A DISTANCE OF 19.92 FEET;

THENCE NORTH 89°27'11" EAST ALONG SAID BUILDING FACE A DISTANCE OF 18.14 FEET;

THENCE SOUTH 00°32'49" EAST ALONG SAID BUILDING FACE A DISTANCE OF 70.14 FEET;

THENCE SOUTH 89°27'11" WEST ALONG SAID BUILDING FACE A DISTANCE OF 37.58 FEET;

THENCE NORTH 00°32'49" WEST ALONG SAID BUILDING FACE A DISTANCE OF 19.77 FEET;

THENCE SOUTH 89°27'11" WEST ALONG SAID BUILDING FACE A DISTANCE FO 158.37 FEET AND TO THE POINT OF BEGINNING. CONTAINING 14,152 SQUARE FEET OR 0.325 ACRES.

FOOTPRINT AREA "1" (PROPOSED + EXISTING + PAVEMENT)

PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 12;

THENCE NORTH 00° 00' 04" WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 12 A DISTANCE OF 967.00 FEET;

THENCE NORTH 89° 19' 02" EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 356.61 FEET;

THENCE NORTH 00° 00' 04" WEST PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE A DISTANCE OF 305.40 FEET;

THENCE NORTH 89° 21' 53" EAST PARALLEL WITH THE EAST-WEST 1/4 LINE OF SAID SECTION A DISTANCE OF 438.40 FEET;

THENCE NORTH 00° 00' 04" WEST PARALLEL WITH SAID NORTH-SOUTH 1/4 LINE A DISTANCE OF 142.00 FEET;

THENCE NORTH 58°28'48"EAST A DISTANCE OF 132.68 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0°32'49" WEST ALONG THE EXTERIOR FACE OF SAID BUILDING AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 120.45 FEET TO THE NORTHWEST BUILDING CORNER;

THENCE NORTH 89°27'11" EAST ALONG SAID BUILDING FACE A DISTANCE OF 177.81 FEET;

THENCE SOUTH 00°32'49" EAST ALONG SAID BUILDING FACE A DISTANCE OF 19.92 FEET;

THENCE NORTH 89°27'11" EAST ALONG SAID BUILDING FACE A DISTANCE OF 18.14 FEET;

THENCE SOUTH 00°32'49" EAST ALONG SAID BUILDING FACE A DISTANCE OF 70.14 FEET;

THENCE SOUTH 89°27'11" WEST ALONG SAID BUILDING FACE A DISTANCE OF 9.75 FEET;

THENCE SOUTH 00°32'49" EAST A DISTANCE OF 16.90 FEET;

--- PAVEMENT ---

THENCE NORTH 46°06'51" EAST A DISTANCE OF 59.70 FEET;

THENCE NORTH 00°00'04" WEST A DISTANCE OF 61.27 FEET;

THENCE NORTH 89°59'56" EAST A DISTANCE OF 20.00 FEET;

THENCE NORTH 44°59'56" EAST A DISTANCE OF 7.07 FEET;

THENCE NORTH 89°59'56" EAST A DISTANCE OF 22.00 FEET;

THENCE SOUTH 00°00'04" EAST A DISTANCE OF 85.79 FEET;

THENCE SOUTH 45°07'26" WEST A DISTANCE OF 55.58 FEET;

THENCE SOUTH 04°35'37" WEST A DISTANCE OF 19.50 FEET;
THENCE SOUTH 57°46'39" EAST A DISTANCE OF 28.10 FEET;
THENCE NORTH 79°42'41" EAST A DISTANCE OF 26.66 FEET;
THENCE SOUTH 05°26'19" WEST A DISTANCE OF 30.04 FEET;
THENCE NORTH 87°54'47" WEST A DISTANCE OF 33.71 FEET;
THENCE SOUTH 89°24'54" WEST A DISTANCE OF 353.12 FEET;
THENCE NORTH 00°32'49" WEST A DISTANCE OF 22.00 FEET;
THENCE NORTH 89°26'42" EAST A DISTANCE OF 51.44 FEET;
THENCE NORTH 68°36'37" EAST A DISTANCE OF 14.23 FEET;
THENCE NORTH 47°46'31" EAST A DISTANCE OF 31.08 FEET;
THENCE NORTH 42°14'27" WEST A DISTANCE OF 17.89 FEET;
THENCE NORTH 47°42'29" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 42°13'55" EAST A DISTANCE OF 18.00 FEET;
THENCE NORTH 47°46'31" EAST A DISTANCE OF 4.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 49,166 SQUARE FEET OR 1.128 ACRES MORE OR LESS.

BUILDING FOOTPRINT AREA "2" (PROPOSED)

PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 12;

THENCE NORTH 00° 00' 04" WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 12 A DISTANCE OF 967.00 FEET;

THENCE NORTH 89° 19' 02" EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 356.61 FEET;

THENCE NORTH 00° 00' 04" WEST PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE 305.40 FEET;

THENCE NORTH 89° 21' 53" EAST PARALLEL WITH THE EAST-WEST 1/4 LINE OF SAID SECTION A DISTANCE OF 438.40 FEET;

THENCE NORTH 00° 00' 04" WEST PARALLEL WITH SAID NORTH-SOUTH 1/4 LINE A DISTANCE OF 142.00 FEET;

THENCE NORTH 58°28'48"EAST A DISTANCE OF 132.68 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0°32'49" WEST ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF AN EXISTING BUILDING A DISTANCE OF 50.18 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING;

THENCE NORTH 89°27'11" EAST ALONG THE FACE OF SAID BUILDING A DISTANCE OF 158.37 FEET;

THENCE SOUTH 00°32'49" EAST ALONG THE FACE OF SAID BUILDING A DISTANCE OF 19.77 FEET;

THENCE NORTH 89°27'11" EAST ALONG THE FACE OF SAID BUILDING A DISTANCE OF 27.83 FEET;

THENCE SOUTH 00°32'49" EAST A DISTANCE OF 16.90 FEET;

THENCE SOUTH 44°27'11" WEST A DISTANCE OF 14.89 FEET;

THENCE SOUTH 89°27'11" WEST A DISTANCE OF 16.73 FEET;

THENCE SOUTH 00°32'49" EAST A DISTANCE OF 2.98 FEET;

THENCE SOUTH 89°27'11" WEST A DISTANCE OF 158.94 FEET TO THE POINT OF BEGINNING. CONTAINING 8,656 SQUARE FEET OR 0.199 ACRES.

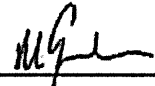
ENVIRONMENTAL COMPLIANCE CERTIFICATE

In connection with the submission of an Industrial Facility Tax Exemption Certificate for the property located at 6710 Quality Way, Portage, Michigan, the undersigned states and certifies as follows:

Genesis PharmaOptima, LLC, a Michigan limited liability company, states and certifies that the property located at 6710 Quality Way, Portage, Michigan is (i) not subject to an enforcement action by the Michigan Department of Environment, Great Lakes and/or Energy of the US Environmental Protection Agency; and (ii) to the knowledge of the undersigned, the property is in compliance with applicable environmental requirements.

In Witness Whereof, the undersigned has executed this Certificate on April 20, 2021.

Genesis PharmaOptima, LLC
a Michigan limited liability company

By: 
Title: VP REAL ESTATE OPERATIONS

STATE OF New Jersey)
) ss.
COUNTY OF Mercer)

The foregoing instrument was acknowledged before me this 20th day of April, 2021, by Michael Galle, the VP Real Estate Operations of Genesis PharmaOptima, LLC, a Michigan limited liability company, on behalf of the company.


Printed Name: Natalia Okul
Notary Public, Mercer County, New Jersey
My Commission expires: 3/22/2023

NATALIA OKUL
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2431554
My Commission Expires 3/22/2023

JOBS AND COMPENSATION SCHEDULE

In connection with the submission of an Industrial Facility Tax Exemption Certificate for the property located at 6710 Quality Way, Portage, Michigan, the applicant intends to create 31 new full time jobs. The jobs will receive annual compensation of approximately \$65,000. Following the additions, the applicant will have 44 full time positions. The applicant also intends to retain two part time jobs.

NEW EQUIPMENT LIST

In connection with the submission of an Industrial Facility Tax Exemption Certificate for the property located at 6710 Quality Way, Portage, Michigan, the applicant intends to acquire and install the following new furniture, fixtures, equipment and personal property:

- LC/MS (Mass specs): ~400,000
- Luminex assay development: ~\$200,000
- Mesoscale Discovery assay development: ~\$400,000
- Containment systems - \$450,000
- Chemical hoods: ~\$40,000
- Necropsy/Surgical equipment (down draft tables, lighting, imaging, etc.): \$400,000
- Furniture/office equipment: \$200,000
- Sperm motility analyzer: \$80,000
- Locomotor learning and memory chambers: \$250,000
- Morris Water Maze: \$150,000
- Miscellaneous lab equipment (tables, counters, balances, cabinets, waste containment, pipettes, beakers, etc.): \$200,000

Total: \$2,770,000

TAX ABATEMENT AGREEMENT

This Agreement is made between THE CITY OF PORTAGE, a Michigan Municipal Corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter referred to as "CITY", and GENESIS PHARMOPTIMA, LLC, a Michigan limited liability company, of 6710 Quality Way, Portage, Michigan 49002, hereinafter referred to as "APPLICANT."

THE PARTIES AGREE AS FOLLOWS:

1. The CITY has established an Expanded Industrial Development District #78 in which the APPLICANT proposes to locate a facility in the City of Portage, County of Kalamazoo, State of Michigan and which is described as follows:

See attached.

2. The APPLICANT has filed an application (which is incorporated herein by reference) with the CITY requesting an industrial facilities exemption certificate ("certificate") for real property and building improvements ("facility") located at 6710 Quality Way, Portage, Michigan, within Expanded Industrial Development District #78.

3. The APPLICANT has represented that the application relates to a new or replacement facility within the meaning of Public Act 198 of 1974, MCLA 207.551, et seq.

4. The term of the certificate granted by the CITY shall be nine (9) years after completion of the facility (building). This agreement shall remain in force as to each certificate granted for the term of said certificate.

5. The APPLICANT has represented to the CITY that granting of the certificate will enable the facility to be completed, which will have the reasonable likelihood to create employment, retain employment, and prevent a loss of employment within the CITY.

6. The APPLICANT agrees to maintain at least 16 existing employees. Failure to maintain these positions shall be considered a material breach of this Agreement unless APPLICANT can show by clear and convincing evidence that the breach was caused by unfavorable economic business conditions, loss of business, or some other reason beyond the control of APPLICANT.

7. The APPLICANT agrees to maintain the facility for the entire period of the Certificate within the CITY and not to move or relocate the facility, business, or any material portion of either outside the CITY without replacing the relocated portion with real property improvements of equal or greater value, without first obtaining the permission of the CITY. If APPLICANT relocates the facility, business, or any material portion of either without this replacement and without the CITY's consent outside of the CITY during the period in which the industrial facilities exemption certificate is in effect, the APPLICANT is liable to the CITY for an amount equal to the difference between the industrial facilities tax to be paid by the owner or lessee of that relocated facility for the tax years remaining under the industrial facilities exemption certificate that is in effect and the general ad valorem property tax that the Applicant would have paid if the Applicant did not have an industrial facilities exemption certificate in effect for those years. The CITY will not impose this liability without first giving the APPLICANT an opportunity to meet with CITY representatives. The payment provided in this section shall be distributed in the same manner as the industrial facilities tax is distributed.

8. The APPLICANT agrees that during the term of the certificate, all CITY taxes shall be timely paid. Further, APPLICANT agrees that by accepting the benefits of the tax abatement, it waives appeal of personal and/or real property tax assessments concerning property which is the subject of the certificate. Appeal of the personal and/or real property taxes which is the subject of the certificate during the term of the certificate shall result in revocation of the certificate and/or termination of the district and APPLICANT

shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate. This waiver does not apply to the first annual assessment after completion of construction.

9. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall be in full compliance with all applicable CITY codes.

10. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall not discriminate against any person on the basis of race, creed, color, sex, religious orientation, or other criteria not reasonably related to the job.

11. The APPLICANT further agrees to submit an annual project performance report to the CITY, addressed to City Council, provided under oath, setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the certificate application. Such reports shall be furnished in duplicate on or before July 1 of each year and shall contain if applicable, at minimum, the following:

- (a) The number of new jobs promised in the certificate and the actual number of new jobs created.
- (b) The number of employees at the time of the application and the current number of employees.
- (c) If projection for creation or retention of jobs was not reached, give explanation.
- (d) The estimated project cost given in the application and the actual project cost.
- (e) If actual project costs differ substantially from projected cost, give explanation.

12. The APPLICANT agrees that if employment has not been retained or reached as represented, the construction and/or expansion project has not been completed or expenditures made as described in the Application, or if APPLICANT fails to fulfill any other provision of this Agreement as well as the provisions of Act 198 of 1974, the CITY shall have the right (after giving APPLICANT an opportunity to meet with CITY representatives) to reduce the term or revoke the certificate and APPLICANT shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate plus all accrued interest, penalties and administrative fees applicable to said tax exemptions in the amount as would be collected if the same were considered delinquent. Any payments due under this paragraph may be collected by either court proceedings or by adding to the next taxes due against the APPLICANT'S property on the next tax roll of the CITY. This section does not apply to the extent that the APPLICANT demonstrates to the CITY by clear and convincing evidence that the failure was caused by unfavorable economic business conditions, loss of business, or some other reason beyond the control of APPLICANT.

13. After the certificate is issued, the CITY agrees to maintain the same in full force and effect during the term of the certificate, subject to any regulations and requirements of state law, and subject to any breach of the provisions of this agreement by APPLICANT.

14. The parties agree that the CITY, in approving the tax abatement, has relied on the actions, representations and promises (including the Application) of the APPLICANT. Default of any of the provisions of this Agreement may be enforced in law or equity. The parties agree that exclusive jurisdiction to resolve any disputes on this contract shall be Kalamazoo County, Michigan.

15. If the various sections and provisions of this Agreement shall be deemed to be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Agreement as a whole or any section or provision hereof other than the section or provision so declared to be unconstitutional or invalid.

16. The benefits herein shall accrue to and the obligations hereof shall bind the successors, assignees, and transferees of the APPLICANT.

17. The APPLICANT further agrees that should ownership of the business and/or facility for which the Public Act 198 exemption certificate is issued be changed in the future, thereby requiring a hearing in front of the City of Portage Council under state law, that the transferee or new owner shall abide by all the terms and conditions of this Agreement, and that APPLICANT will communicate all terms and conditions of this Agreement to the transferee or new owner and assist the CITY in obtaining the signature of the authorized agent of the transferee or new owner on this Agreement or an identically worded Agreement.

By signatures of representatives of both the APPLICANT and the CITY below, it is understood that both the APPLICANT's investment in the project and the CITY's investment through the granting of a certificate is to encourage economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the APPLICANT's targeted status. It is understood that if such conditions exist at the time of the designated APPLICANT reports, the governing body of the CITY will carefully evaluate the APPLICANT's situation, and will inform the APPLICANT if any action is considered in order to give the APPLICANT an opportunity for correction.

Dated: _____, 2021

GENESIS PHARMOPTIMA, LLC

By: _____

Its

WITNESSED:

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this _____ day of _____, 2021 before me personally came the above named _____ on behalf of Genesis Pharmoptima, LLC who acknowledges that he has read the foregoing Tax Abatement Agreement by him subscribed and knows the contents thereof, and that he has the authority of said corporation to execute this Agreement, and acknowledges that he executed the same as his free act and deed.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____
Acting in Kalamazoo County, Michigan

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF PORTAGE, a Michigan Municipal Corporation

By: _____
Patricia M. Randall

Its: Mayor

By: _____
Erica Eklov
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this _____ day of _____, 2021 before me personally came the above named Patricia M. Randall and Erica Eklov, to me personally known, who being duly sworn, did and each for themselves say that they are respectively the Mayor and Clerk of the municipal corporation named in and who executed the within instrument and that said instrument was signed on behalf of said corporation by authority of its City Council; and said Patricia M. Randall and Erica Eklov acknowledge said instrument to be the free act and deed of said municipal corporation.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____

Prepared by:
Catherine P. Kaufman (P65412)
Portage City Attorney
470 W. Centre Ave, Suite A
Portage, Michigan 49024

Approved as to Form:
Date: 6/1/2021
By: Catherine P. Kaufman
City Attorney

**AFFIDAVIT WITH REGARD TO FEES
PA 198 of 1974
APPLICATION FOR GENESIS PHARMOPTIMA LLC**

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

NOW COME Affiants, Erica Eklov and _____, and state as follows:

1. Erica Eklov is the City Clerk and an official for the City of Portage.

2. _____ is the _____ of the applicant, Genesis Pharmoptima, LLC, who is an applicant for an industrial facilities exemption certificate.

3. Affiants are aware of the following provision, being Section 5(3) of Act No. 198 of the Public Acts of 1974, as amended:

The local government unit may charge the applicant an application fee to process an application for an industrial facilities exemption certificate. The application fee shall not exceed the actual cost incurred by the local government or unit in processing the application or 2% of the total property taxes stated under this Act for the term that the industrial facilities exemption certificate is in effect, whichever is less. A local government unit shall not charge an applicant any other fee under this Act.

4. Affiants state that no payment of any kind in excess of the fee allowed by the above provision of Act 198 as amended has been made or promised in exchange for favorable consideration of an exemption certificate application.

5. Affiants realize that any fee, payment in lieu of taxes, donations, or any other such payments as a condition precedent to approving industrial facilities exemption certificates would be contrary to the legislative intent of Act 198.

6. Each affiant has the authority to make this affidavit on behalf of the entity he or she represents.

CITY OF PORTAGE, a Michigan Municipal
Corporation

Date: _____, 2021

By: _____
ERICA EKLOV
Its: City Clerk

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public

County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

GENESIS PHARMOPTIMA, LLC
A _____ Corporation

Date: _____, 2021

By: _____
Its:

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

APPROVED AS TO FORM:

DATE 6/1/2021

Catherine P. Kaufman
CITY ATTORNEY

Prepared by:
Catherine P. Kaufman (P654120)
Bauckham Sparks
470 W. Centre Ave., Suite A
Portage, MI 49024

Genesis PharmaOptima, LLC
6710 Quality Way, Portage MI 49002

Summary of Total Taxes Abated and Maximum Application Fee Calculation

Real & Personal Property

Total Real Property Taxes Abated (9 Years):	\$609,504
Total Personal Property Taxes Abated:	EMPP Exempt
Total Taxes Abated:	\$609,504
2% Application Fee Calculation:	2%
Maximum Allowable Fee Under Statute:	\$12,190
Application Fee per City Policy:	\$1,800

* The Taxation of all New Eligible Manufacturing Personal Property is Exempt per MCL 211.9m

NOTE: The total financial impact to all taxing units as well as the financial impact to the City (including admin fees) are summarized below

	Accumulative TV	Est. Tax Rate	All Taxing Units	City of Portage
Total Non-Abated Tax	21,259,875	63.3384	\$1,346,567	\$239,537
Total Abated Tax	21,259,875	34.6692	\$737,063	\$119,769
<u>Total Taxes Abated</u>			<u>\$609,504</u>	<u>\$119,769</u>

Report Created by City Assessor's Office 4/27/2021

Genesis PharmaOptima, LLC
6710 Quality Way, Portage MI 49002
Real Property Investment: 4,777,500
9-Year Abatement

Estimated Real Property Abated Tax Liability					
	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026
Cost	\$4,299,750	\$4,777,500	\$4,777,500	\$4,777,500	\$4,777,500
SEV & TV	2,149,875	2,388,750	2,388,750	2,388,750	2,388,750
Rate Abated	0.0347	0.0347	0.0347	0.0347	0.0347
Taxes Abated	\$74,534	\$82,816	\$82,816	\$82,816	\$82,816
	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Totals Over 9-Year Abatement Period
Cost	\$4,777,500	\$4,777,500	\$4,777,500	\$4,777,500	
SEV & TV	2,388,750	2,388,750	2,388,750	2,388,750	21,259,875
Rate Abated	0.0347	0.0347	0.0347	0.0347	
Taxes Abated	\$82,816	\$82,816	\$82,816	\$82,816	\$737,063

Detail Real Property Abated Tax Breakdown			
Taxing Jurisdiction Name Tax Levy Description	PA-198 Est. Tax Rate	9-Year Combined TV	Total 9-Year Abated Tax
CITY OF PORTAGE	5.3200	21,259,875	\$113,103
SCHOOL OPERATING	8.7848	21,259,875	\$186,763
SCHOOL BUILDING/DEBT	3.6744	21,259,875	\$78,117
STATE EDUCATION	6.0000	21,259,875	\$127,559
KVCC	1.3985	21,259,875	\$29,732
KRESA	3.6447	21,259,875	\$77,485
KALAMAZOO COUNTY	3.0509	21,259,875	\$64,861
KCTA TRANSPORTATION	0.1566	21,259,875	\$3,328
CCTA TRANSPORTATION	0.3735	21,259,875	\$7,941
PORTAGE DIST LIBRARY	0.9973	21,259,875	\$21,201
CNTY JUVENILE	0.0810	21,259,875	\$1,722
CNTY HOUSING FND	0.3750	21,259,875	\$7,972
CNTY SENIOR	0.1742	21,259,875	\$3,703
CNTY 911	0.3250	21,259,875	\$6,909
City of Portage 1% Tax Administration Fee	0.3136	21,259,875	\$6,666
Total - All Taxing Entities	34.6692		\$737,063

Report Created by City Assessor's Office 4/27/2021

Genesis PharmaOptima, LLC
6710 Quality Way, Portage MI 49002
Real Property Investment: 4,777,500
9-Year No Abatement

Estimated Real Property Non-Abated Tax Liability					
	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026
Cost	\$4,299,750	\$4,777,500	\$4,777,500	\$4,777,500	\$4,777,500
SEV & TV	2,149,875	2,388,750	2,388,750	2,388,750	2,388,750
Rate Abated	0.0633	0.0633	0.0633	0.0633	0.0633
Taxes Abated	\$136,170	\$151,300	\$151,300	\$151,300	\$151,300
	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Totals Over 9-Year Period
Cost	\$4,777,500	\$4,777,500	\$4,777,500	\$4,777,500	
SEV & TV	2,388,750	2,388,750	2,388,750	2,388,750	21,259,875
Rate Abated	0.0633	0.0633	0.0633	0.0633	
Taxes Abated	\$151,300	\$151,300	\$151,300	\$151,300	\$1,346,567

Detail Real Property Non-Abated Tax Breakdown			
Taxing Jurisdiction Name Tax Levy Description	Regular 100% Rate Tax Rate	9-Year Combined TV	Total 9-Year Taxes
CITY OF PORTAGE	10.6400	21,259,875	\$226,205
SCHOOL OPERATING	17.5695	21,259,875	\$373,525
SCHOOL BUILDING/DEBT	7.3488	21,259,875	\$156,235
STATE EDUCATION	6.0000	21,259,875	\$127,559
KVCC	2.7970	21,259,875	\$59,464
KRESA	7.2893	21,259,875	\$154,970
KALAMAZOO COUNTY	6.1017	21,259,875	\$129,721
KCTA TRANSPORTATION	0.3131	21,259,875	\$6,656
CCTA TRANSPORTATION	0.7470	21,259,875	\$15,881
PORTAGE DIST LIBRARY	1.9945	21,259,875	\$42,403
CNTY JUVENILE	0.1620	21,259,875	\$3,444
CNTY HOUSING FND	0.7500	21,259,875	\$15,945
CNTY SENIOR	0.3484	21,259,875	\$7,407
CNTY 911	0.6500	21,259,875	\$13,819
City of Portage 1% Tax Administration Fee	0.6271	21,259,875	\$13,332
Total - All Taxing Entities	63.3384		\$1,346,567

Report Created by City Assessor's Office 4/27/2021

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 4____**

**APPROVING THE APPLICATION OF
GENESIS PHARMOPTIMA LLC
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR THE FACILITY IN PORTAGE INDUSTRIAL DEVELOPMENT
DISTRICT NO. 78**

Minutes of a regular meeting of the City Council of the City of Portage, Michigan held on the 22nd day of June, 2021 at 7:00 p.m., local time at the City Hall in the City of Portage.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember _____, and supported by

Councilmember _____.

WHEREAS, pursuant to 1974 PA 198, MCLA Sec. 207.551 et seq., after a duly noticed public hearing held on the 8th day of June, 2021, this Council by resolution, expanded Portage Industrial Development District No. 78 as requested by GENESIS PHARMOPTIMA LLC, lessee of the property therein described; and;

WHEREAS, by resolution adopted June 8, 2021, the City Council accepted the application of GENESIS PHARMOPTIMA LLC for an Industrial Facilities Exception Certificate for a new facility in the Portage Industrial Development District No. 78, and directed the City Clerk to notify the City Assessor and the legislative body of each taxing unit which levies ad valorem taxes on the property located within said Industrial Development District No. 78, that the application for the Facilities Exemption Certificates would be considered at a meeting of the City Council on June 22, 2021, and that an opportunity to be heard would be provided to the Assessor and to a representative of each of the bodies so notified; and

WHEREAS, during a regular meeting of the City Council held June 22, 2021 the applicant, the Assessor and representative of the affected taxing units were afforded an opportunity to be heard:

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That this City Council finds:

- (a) That the construction of the facility had not begun earlier than six (6) months before April 22, 2021, the date of acceptance of the application for the Industrial Facilities Exemption Certificate;
- (b) That the application relates to a program which when completed will constitute a new facility within the meaning of 1974 PA 198 and will be situated in expanded Portage Industrial Development District No. 78 (GENESIS PHARMOPTIMA, LLC) established in Portage on June 8, 2021 by resolution of the City Council;
- (c) That completion of facility is calculated to, and will at the time of issuance of the certificates, have the reasonable likelihood to create employment, retain employment, or prevent a loss of employment in the City of Portage.
- (d) That the application applies to a new facility;
- (e) That the aggregate SEV of real exempt from ad valorem taxes within the City of Portage, after granting this certificates, will be 7.25 percent of an amount equal to the sum of SEV of the City plus the SEV of real property thus exempted; however, the City Council specifically finds that the granting of the exemption applied for will not substantially impede the operation of, or impair the financial soundness of, any unit of local government.

That the application of GENESIS PHARMOPTIMA, LLC for the Industrial Facilities Exemption Certificate with regard to the construction of a new facility located in Portage Industrial Development District No. 78 (GENESIS PHARMOPTIMA, LLC) be and is hereby approved for a period of 9 years for the building (real property) with an ending date of December 31, 2030, and is conditioned upon execution of an agreement between GENESIS PHARMOPTIMA, LLC and the City. GENESIS PHARMOPTIMA, LLC may, within the final year in which the certificates are effective, apply for another certificate. If the City disapproves of said application, there is no right of appeal of that decision.

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

ADOPTED: AYES: COUNCILMEMBER _____

NAYS: COUNCILMEMBER _____

ABSENT:

COUNCILMEMBER _____

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 _____, 2021, the original of which is in the official proceedings of the City Council.

Erica Eklov, City Clerk

Prepared by:
Catherine P. Kaufman
Portage City Attorney
Bauckham, Sparks, Thall, Seeber
& Kaufman, PC
470 W. Centre Ave., Ste. A
Portage, MI 49024

APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, SPARKS, THALL,
SEEBER, & KAUFMAN, PC

By: CATHERINE P. KAUFMAN

On: *Catherine Kaufman*

6/17/2021

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Tow Audit Report

SUPPORTING PERSONNEL: Michael Carroll, Deputy City Manager

ACTION RECOMMENDED:

- 1) Receive the Tow Audit Report from Walworth & Nayh, P.C.; and
- 2) Motion to either:
 - a) Exercise the option to extend the existing contract with McDonald's Towing for an additional year at the contract rate of \$45 per tow; or
 - b) Direct Staff to issue a Request for Qualifications (RFQ) to all qualified area tow vendors, offering them to be placed in a rotational tow schedule, if they are able to match the current contract rate of \$45 per tow, along with other bid specifications; or
 - c) Direct Staff to issue a Request for Qualifications (RFQ) to all qualified area tow vendors, offering them to be placed in a rotational tow schedule, if they meet all bid specifications, with the requirement that they charge no more than \$45 for a motorist/vehicle owner who does not have insurance that would cover a tow, or charge no more than the coverage limitations on any policy of insurance the owner/motorist may have.

Pursuant to Council Action, City Administration contracted with Joseph M. Lothschutz, CPA, CFF of Walworth & Nayh, P.C. of Grand Rapids to conduct an independent audit and review of the performance of the City Tow and Vehicle Fleet Maintenance Vendor and to assess its compliance with the tow contract and city procurement procedures.

Administration met with Mr. Lothschutz and provided him with copies of the City procurement procedures, copies of all vehicle fleet maintenance contracts, copies of City Council action with regards to those contracts, and copies of all allegations put forth by a resident alleging improprieties in the

performance of the City's current Vendor. The owner of McDonald's Towing agreed to give the auditor full access to their business records in order to complete their audit. A copy of the Tow Audit Report is attached.

In order to more fully understand the additional implications involved in a change in Vendor (or a rotational tow system), staff also interviewed the following people: Undersheriff Jason Bingham -- St. Joe County; Sheriff Dan Abbott -- Van Buren County; Dan McLean -- Past-President of the Michigan Tow Association and the Towing & Recovery Association of America and Mike Streater -- Maintenance Coordinator & First Responder for Kalamazoo County -- MDOT.

An oft-overlooked item that was highlighted in this interview process is that local police departments are required, by State law, to oversee the auctioning of any vehicles they ordered to be towed that are not claimed. With our current vendor, one officer is assigned to oversee the auction of unclaimed vehicles. This officer completes these duties part-time, along with other police functions, since she is only required to attend auctions a few times a year at a single location. This matter is referenced as a rotational tow system would have implications on the auction process and demands on staff as vehicles would be located at a variety of towing lots.

Sheriff Abbott of Van Buren County in particular shared his experience with the oversight needed for tow auctions (Van Buren County uses a rotational system). He and Undersheriff Bingham also offered their experiences with a rotational tow system, which extend beyond the scope of this report, but staff would be happy to share their thoughts with Council if requested.

Also, as an aside, all interviewed indicated that the \$45 contractual rate is far below market value for a tow in this region.

Staff offers no recommendation as to the following options, after Council receives the report. Direction is requested, however, as the current contract expires next month. The options are: 1) Exercise the option to extend the existing McDonald's Towing contract for an additional year; 2) Issue RFQ for any qualified vendors to rotate with McDonald's at the \$45 rate; 3) Issue RFQ for any qualified vendors to rotate with McDonald's at the \$45 rate for motorists without tow insurance coverage, and no more than the covered insurance rate for those with coverage.

FUNDING: This service is at no cost to the City.

Attachments: 1. Tow Audit Report Walworth & Nayh June 2021

WALWORTH & NAYH, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Gary L. Nayh, CPA, CFF
Nicholas T. Mouzourakis, CPA, CFE, CFF
Joseph M. Lothschutz, CPA, CFF
Robert J. Walworth, CPA, CFF
Gregory A. Wood, CPA, CFF
Mark G. Stephanie, CPA, CFF

3033 Orchard Vista Drive, S.E., Suite 306
Grand Rapids, Michigan 49546
Phone (616) 575-1122
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Carla J. Kaschinske, CPA, CFF
Andrew J. Svinicki, CPA, CFF
Tracy L. Cravioto, CPA
Ryan C. Schroeder, CPA
Richard C. Davis, Jr., CPA
Kenneth J. Pittard, CPA, CFE

Kevin J. Antonishen, CPA, CFE (1958 – 2004)

June 11, 2021

Mr. Michael Carroll
City of Portage
7900 South Westnedge Avenue
Portage, MI 49002

Re: McDonald's Towing
Contract Compliance Analysis
Our File Number: 28694 CI

Dear Mr. Carroll:

As requested, we analyzed the records provided in connection with the above captioned matter for the purpose of determining whether McDonald's Towing and Rescue, Inc.; Emergency Vehicle Products, Inc.; and Michigan Municipal Police & Fire Repair, L.L.C. are billing in accordance with the contracts in place as of the end of 2020. Our assignment included analysis of various contracts, sales/purchase invoices, and transaction history reports. These records and discussions with you, Lieutenant Steve Clark, and Mr. Craig McDonald, owner of McDonald's Towing and Rescue, Inc., provided the basis for our findings, which are segregated under the following captions.

McDONALD'S TOWING AND RESCUE, INC.

McDonald's Towing and Rescue, Inc. (McDonald's Towing) provides services to the City of Portage and to the public. Based on the July 6, 2020 contract, the fees to be charged to the City of Portage and any services called in by the City of Portage shall be as follows:

	Unit Price
General Service Calls (out of gas, flat tire, stalled, dead battery)	<u>\$ 15.00</u>
Tow Service Provided by a Standard Type Wrecker or Flatbed Vehicle	<u>\$ 45.00</u>
Towing Mileage Rate in Excess of Three Miles	<u>\$ 1.50</u>
Stuck Vehicles - Winching	<u>\$ 45.00</u>
Storage Fees - Daily	<u>\$ 15.00</u>

We reviewed the invoices billed to the City of Portage during the period September 1, 2020 through February 10, 2021, which consisted of 25 invoices. All but four of the invoices were issued using the rates listed above. Two of the four invoices bill tow service at \$25.00 each, rather than \$45.00 each. The other two invoices were for towing services provided by a heavy duty wrecker rather than a standard type wrecker. As a result, those two invoices would not be considered part of the contract.

The contract with McDonald's Towing also states that any services called in by the City of Portage and charged to third parties will also be billed at these same rates. We reviewed the invoices McDonald's Towing provided to the City of Portage for services rendered to third parties from September 1, 2020 through January 31, 2021 (approximately 460 invoices). All of these invoices except nine were billed using the rates listed in the contract. The remaining nine invoices included fees for tow services (at \$125.00 each), mileage charges, storage fees, and a state fee of \$40.00 (all but one). We discussed these nine invoices with Mr. McDonald and he stated the services provided for each of these invoices related to abandoned vehicles where a private party would have called requesting the vehicle be removed. If so, the services would be outside of the contract. It should also be noted that at least seven of these vehicles were never picked up and were eventually sold at auction for an amount less than the overall cost of towing, mileage, storage, and state fees.

As you may recall, an outside source provided six invoices from McDonald's Towing which support a rate being charged that differs from the contract rate. Each of these six invoices had portions redacted, specifically the "requested by" section and the "tow to" section. We obtained copies of the original invoices and every one of the vehicles were towed to D&A Auto Body. Mr. McDonald stated his company has a contract with D&A Auto Body and accordingly, McDonald's Towing billed the body shop based on that contracted rate. These six invoices were dated between July 1 and November 5, 2020. Based on discussions with you, it is our understanding there was some confusion as to which contract takes precedence. Mr. McDonald informed us that since November 2020, they have been billing all referrals from the City of Portage using the rates listed above.

To verify McDonald's Towing has been billing the agreed upon rates, we met with Mr. McDonald and examined all the invoices issued for December 2020 and January 2021 (two full banker boxes). Based on our examination of the sales invoices, we did not locate any invoices that were billed using incorrect rates. We did locate five invoices for services that were referred by the City of Portage that were not billed using the contract rates, however, each of these five invoices were related to heavy duty tow service and were not governed by the contract.

As previously mentioned, an outside source provided invoices alleging McDonald's Towing was charging fees well over the contracted amount and was not reporting these services to the City of Portage. Based on our examination of McDonald's Towing invoices for December 2020 and January 2021, we found no evidence to substantiate this claim.

EMERGENCY VEHICLE PRODUCTS, INC.

Emergency Vehicle Products, Inc. (EVP) provides services to the fire, police, and public works departments. An extension agreement was signed on July 31, 2019, which extended the prior agreement with the fire department for an additional three years. The extension includes hourly labor rates of \$68.00 for year one, \$78.00 for year two, and \$85.00 for year three. We did not receive any current contract information relating to the police or public works departments.

We were provided EVP invoices paid by the City of Portage during the period January 2020 through early March 2021. The invoices presented include services provided to the fire, police, and public works departments. Based on our review of the invoices submitted to the fire department, the hourly rate charged was \$68.00 from the end of 2019 through July 22, 2020. As of July 23, 2020 (except for one invoice dated September 4, 2020, which was invoiced at \$68.00 per hour), the hourly rate increased to \$78.00. The preventative maintenance services provided were invoiced at a rate of \$650.00 each for the entire time period reviewed, which is consistent with the agreement signed on July 31, 2019.

The hourly labor rate invoiced to the police department was \$58.00 for all the invoices provided. Based on discussions with you, it is our understanding the police department does not have a written contract with EVP, however, it appears the major purchases are being approved at the City of Portage council meeting as evidenced by the November 4, 2020 minutes.

The hourly labor rate invoiced to the public works department was \$95.00 for all the invoices provided. Based on discussions with you, it is our understanding the public works department does not have a written contract with EVP.

MICHIGAN MUNICIPAL POLICE & FIRE REPAIR, L.L.C.

Michigan Municipal Police & Fire Repair, L.L.C. provides services to the police department. An extension agreement was signed on or about April 23, 2020, extending the May 3, 2016 agreement for one additional year. This agreement provides for an hourly labor rate of \$45.00. Based on our review of the invoices provided for the period November 22, 2019 through February 23, 2021, the hourly rate charged was \$45.00, which is consistent with the agreement in place during the period.

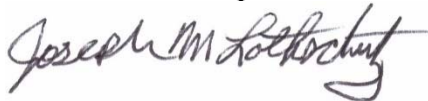
OTHER INFORMATION

The outside source referred to above also alleges the City of Portage could save funds by grouping purchases (vehicles and equipment) to meet a larger threshold which would require the purchase to go through the bid process. In addition, the source is alleging the City of Portage is purchasing parts in excess of retail prices. It is unknown to what purchases and to which vendor(s) the source is referring. These allegations appear to be relating to internal matters rather than issues with the vendor. As a result, it would appear this allegation is outside the scope of our assignment.

We shall be pleased to discuss this report with you and provide any additional information you may require.

Very truly yours,

WALWORTH & NAYH,
Professional Corporation



Joseph M. Lothschutz
Certified Public Accountant

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Sale of Excess City Property - South Westnedge Avenue and Gladys Street

SUPPORTING PERSONNEL: Kelly Peterson, Director of Development Services

ACTION RECOMMENDED: Adopt the Resolution to Sell the Excess City Property in the amount of \$250,000 located along the south side of Gladys Street, east of 6405 South Westnedge Avenue.

History

The City Administration and Plazacorp have been discussing the sale of excess city right-of-way on Gladys Street (.67 acres) east of 6405 South Westnedge Avenue to Plazacorp. Plazacorp previously purchased the former Mercantile Bank property at 6405 South Westnedge Avenue, which has been vacant since the spring of 2018. 6405 SW, LLC (Plazacorp) is proposing to redevelop the corner of South Westnedge Avenue and Gladys Street and wishes to purchase the city-owned Gladys Street excess right-of-way to combine it with the corner lot for a larger, more viable development project.

The city property was purchased to facilitate the Gladys Street/Mall Drive realignment project completed in 1993. Before the realignment, Gladys Street extended to South Westnedge Avenue between Burger King (6415 South Westnedge Avenue) along the south side and the former Mercantile Bank property to the north. As shown on the attached vicinity map, a portion of the former Gladys Street was retained to provide access to both of these businesses via a new Gladys Street service drive, whereas the main thoroughfare of Gladys Street was relocated to align with the Mall Drive/South Westnedge Avenue intersection.

On October 1, 2019, a purchase agreement was first introduced to Council. It was approved 7-0 on the consent agenda and was placed on file in the Office of City Clerk for 28 days for public comment. Subsequently, no public input or comment was received in regards to this matter. Final action was taken on November 5, 2019, to approve the sale of the excess right property for a purchase price of \$314,500 with the following closing conditions. (Details on the appraisals and negotiated purchase price are outlined below.)

The purchase and sale agreement was signed on November 14, 2019, by the City Manager with conditions that closing on the excess property was not to occur until the City of Portage Brownfield Redevelopment Plan was amended to include the development site. The Brownfield Redevelopment

Plan was conditioned on the city's approval of specific tenants on-site to achieve the associated types of jobs and wages to fulfill the plan requirements. Representatives from Plazacorp and the city worked to advance these efforts throughout late 2019 and 2020. However, Plazacorp was not able to secure tenants due to weak economic conditions, which were further exacerbated by the COVID-19 pandemic. The city granted a 120-day due diligence extension request in April 2020 (requested by Plazacorp after the expiration date had lapsed) to accommodate the buyer and economic conditions.

This extension of the inspection period is noted in the First Amendment to the Purchase and Sale Agreement and expired August 25, 2020. Ongoing communication continued with Plazacorp throughout this period. An additional 45-day extension was requested by Plazacorp on August 25, 2020, but through regular conversations, it became clear that the purchaser was still not prepared to meet the conditions of the closing.

Discussions between the city and Plazacorp continued regarding how the agreement might be revised to advance the redevelopment in late 2020 and early 2021. These resulted in the 2nd Amendment revisions to the purchase agreement, comprising the removal of a Brownfield Redevelopment Plan amendment, a revised purchase price, and a revised concept plan that the City Administration is confident will facilitate a successful redevelopment.

In conjunction with the sale and development of the subject property to 6405 SW, LLC in 2019, the city also vacated the former Gladys Street public right-of-way (west approximate 416 feet) located along the east side of South Westnedge Avenue, and the service drive that extends north/south from the former Gladys Street to the realigned Gladys Street (refer to the attached map). On March 10, 2020, City Council approved a resolution vacating these areas subject to retention of a permanent easement for the existing public utilities located in the proposed vacated areas. Furthermore, the vacation and discontinuance of property would not take effect until the property subject to the purchase and sale agreement between the city and 6405 SW, LLC is transferred by an executed deed.

Appraisals

Three appraisals of the subject property have been completed, two in 2018 conducted by the buyer and the City Assessor respectively, and one in 2021 by the City Assessor.

- 2018 - The first appraisal was completed by Plazacorp in October 2018, and the value of the property was evaluated as a stand-alone development parcel with frontage on Gladys Street. The second appraisal was completed for the city in December 2018, with the property value based on the property as an assemblage parcel with the former Mercantile Bank property, which has frontage on both South Westnedge Avenue and Gladys Street. The Plazacorp appraisal estimated the value at \$220,000 whereas the 2018 appraisal conducted for the city estimated the value (as a South Westnedge Avenue facing assemblage) at \$409,000. In consideration of an appraisal for the city, and with potential tax incentives offered at the time, the sale price was negotiated at \$314,500 in the original purchase agreement with an understanding that the city would process a Brownfield Redevelopment Plan amendment to finance eligible activities.
- 2021 – With the applicant ready to move forward, a subsequent appraisal was completed in 2021 by the City Assessor, with a determination that the Gladys Street right-of-way has a value range of \$250,000-\$290,000. Since 2018, these potential listings continue to sit on the market and have decreased in value over the past two years. Whereas certain aspects of the real estate market are increasing in value, extended periods of vacancy will begin to hurt property values in this area of

South Westnedge Avenue.

Per the Assessor, the property's value range of \$250,000-290,000 is unlikely to increase until either more development occurs or the surrounding area is reconfigured to allow additional assemblage options. The City Assessor determined that the highest and best use of the property would be to assemble the land with that which abuts South Westnedge Avenue. The current status and location, however, limit potential buyers to that of the owner of the adjacent parcel to the west. As a separate parcel, the irregular shape also limits development potential. It is the opinion of the City Assessor that any offer from the adjacent owner that is within the valued range of \$250,000-\$290,000 should be considered valid and reasonable.

Recommendation

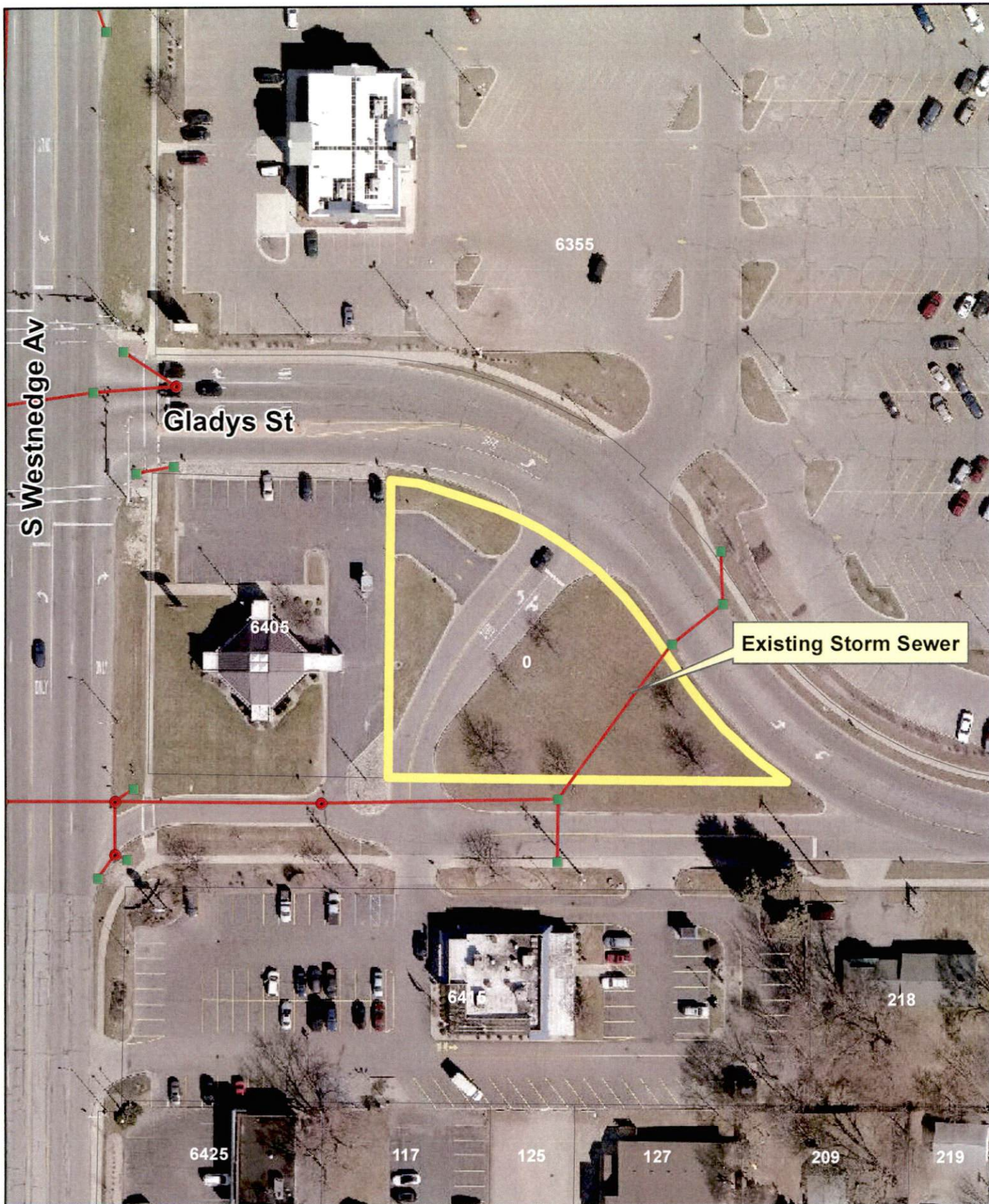
Following continued discussions with Plazacorp representatives throughout 2020 and 2021, and considering the importance of facilitating redevelopment of this vacant building located at an important corner within the South Westnedge Avenue retail corridor, the City Administration recommends approval of the \$250,000 sale price for this excess property. As part of the discussion with the purchaser, a Brownfield Redevelopment Plan amendment will not be processed, and therefore taxing jurisdictions will not forego any revenue once this development is constructed. Plazacorp will provide public utility and sidewalk easements to the city as appropriate within the redevelopment project, which will be documented before the final sale of the property.

The City Administration has reviewed the offer and the conceptual plans submitted by Plazacorp and recommends approval of the attached and revised Real Estate Purchase Agreement. It is recommended that City Council adopt the resolution to sell the excess city property in the amount of \$250,000 located along the south side of Gladys Street, east of 6405 South Westnedge Avenue. The resolution has been on file with the Office of City Clerk for the last 28 days without inquiry.

FUNDING: Proceeds from the sale of the Gladys Street property to Plazacorp will be deposited into the General Fund.

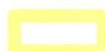
Attachments:

1. Gladys Street Excess Right-Of-Way Vicinity Map
2. Resolution
3. Purchase Sale Agreement_Amendments One and Two



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Legend

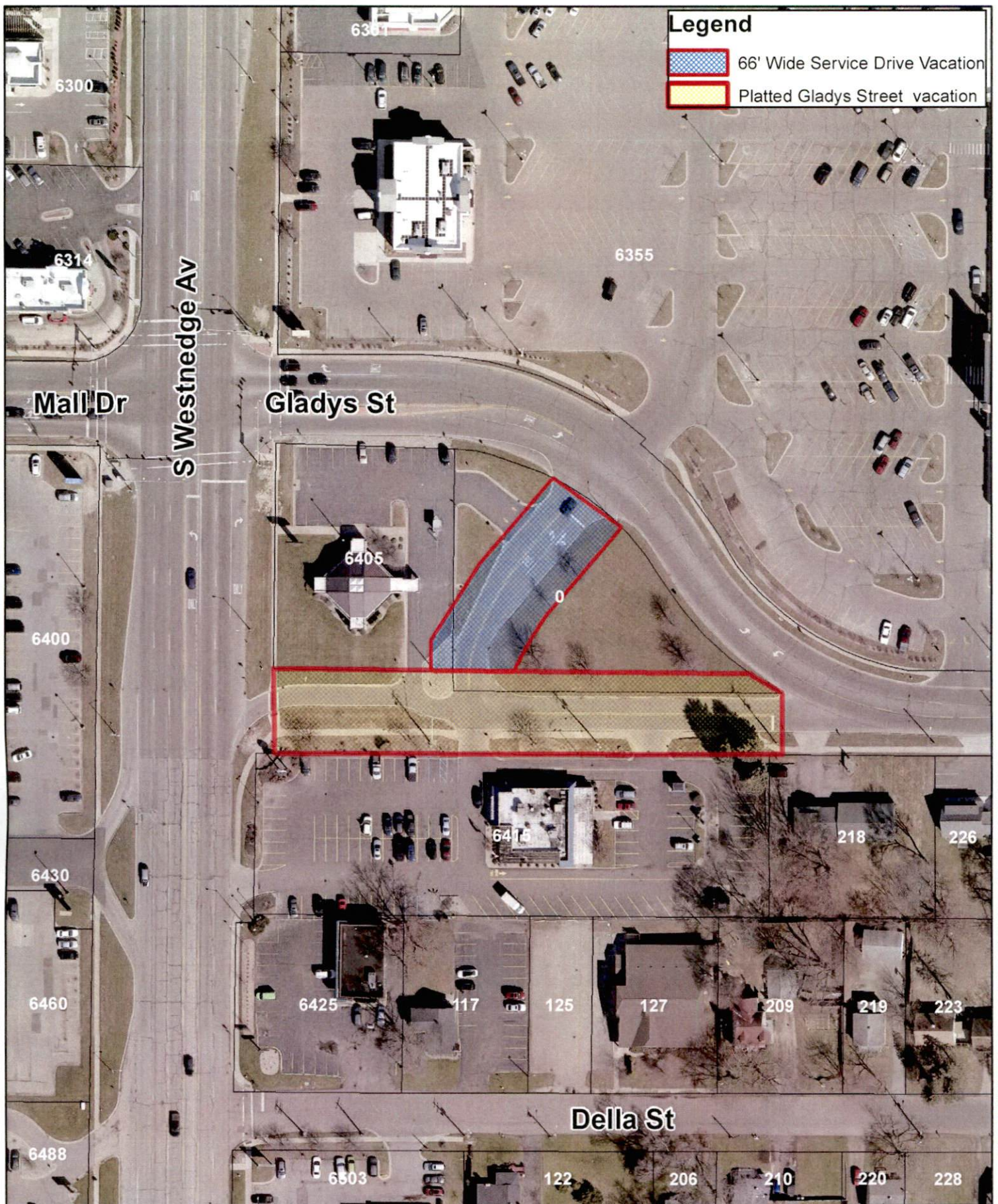
 Subject Property

Gladys Street Excess Right Of Way Map

Date: 9/24/2019



1 inch = 75 feet
(134)



Document Path: R:\GISADMIN\karl\projects\CITY COUNCIL\Gladys St street vacation_CC.mxd

Proposed Street Vacation Map

Date: 12/13/2019



1 inch = 100 feet
(135)

**CITY OF PORTAGE, MICHIGAN
RESOLUTION OF INTENT TO SELL REAL ESTATE
21-**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 20__ at 7:00 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____

WHEREAS, the City of Portage ("City") owns real estate on Gladys Street which metes and bounds is described below ("Property"); and

WHEREAS, the Property was acquired by the City in 1993 when Gladys Street was moved north to align with Mall Drive; and

WHEREAS, the Property is not needed for future right-of-way; and

WHEREAS, the Property is vacant. However, there are public utilities located thereon which are to be reserved and remain in their present location unless relocated by written easements; and

WHEREAS, 6405 SW, LLC, a Michigan Limited Liability Company, ("Purchaser") the owner of the adjacent property at 6405 South Westnedge Avenue, Portage, Michigan, desires to purchase the Property; and

NOW THEREFORE BE IT RESOLVED that the City of Portage sell the following described Property to Purchaser for the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS

(\$250,000.00): All that certain parcel of real estate situated in the City of Portage, County of Kalamazoo and State of Michigan, to-wit:

SEE EXHIBIT A

BE IT FURTHER RESOLVED that the Purchase and Sale Agreement reserve all public utilities on the property in their present location unless relocated with written easements to the City approved by the City Attorney and recorded with the Kalamazoo County Register of Deeds.

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

CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2021.

Erica Eklov, City Clerk

Prepared by:
Catherine P. Kaufman
City Attorney
470 W. Centre Ave, Suite A
Portage, Michigan 49024
Phone: (269) 382-4500

Approved as to form

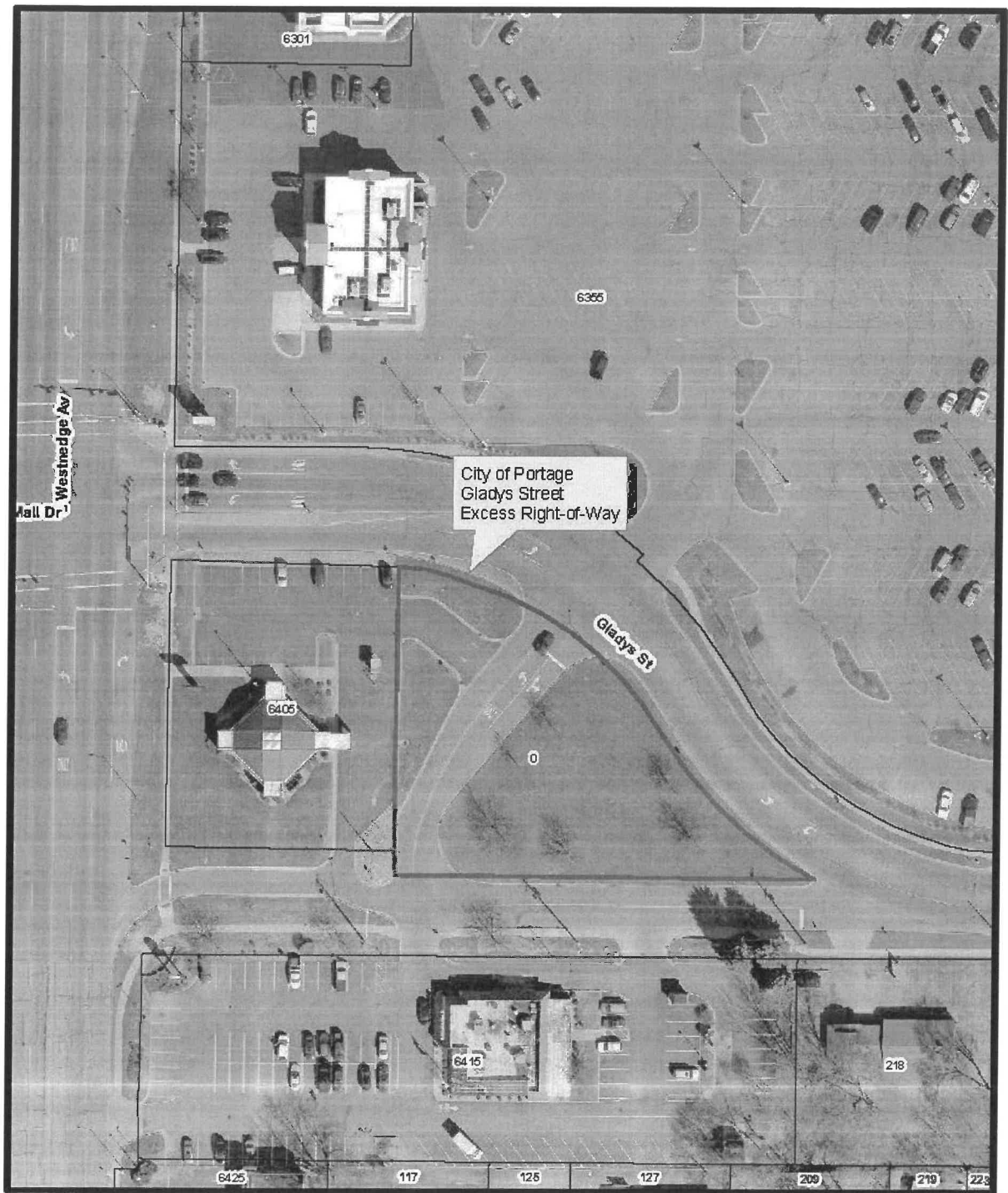
Date: 5/20/2021
Catherine Kaufman
City Attorney

EXHIBIT A

Legal Description and Vicinity Map

LAND SITUATED IN THE CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MI, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH ON THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 1994.90 FEET; THENCE EAST 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF WESTNEDGE AVENUE AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING EAST, 141.00 FEET; THENCE SOUTH, 176.50 FEET TO THE NORTH LINE OF GLADYS STREET; THENCE EAST ON SAID NORTH LINE, 356.73 FEET; THENCE NORTHWESTERLY, 188.71 FEET ON A 214.50 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 55°12'11" WEST 182.68 FEET; THENCE NORTHWESTERLY, 95.65 FEET ON A 274.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 39°59'16" WEST 95.17 FEET; THENCE NORTH 40°01'46" EAST 5.00 FEET; THENCE NORTHWESTERLY 195.27 FEET ON A 279.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 69°59'06" WEST, 191.32 FEET; THENCE WEST, 110.01 FEET TO THE EAST RIGHT OF WAY LINE OF WESTNEDGE AVENUE; THENCE SOUTH ON SAID EAST RIGHT OF WAY LINE, 70.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT GLADYS STREET.



 Gladys Excess ROW

Gladys Street Excess Right-of-Way



1 inch = 75 feet

EXHIBIT B

CITY OF PORTAGE, MICHIGAN
NOTICE OF INTENTION TO SELL REAL ESTATE
IN THE CITY OF PORTAGE, MICHIGAN

PLEASE TAKE NOTICE, that on the ____ day of _____, 2021, the City Council of the City of Portage adopted a Resolution of Intent to Sell Real Estate stating the City's intent to sell certain real estate to 6405 SW, LLC, a Michigan Limited Liability Company for the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

PLEASE TAKE FURTHER NOTICE that the resolution authorizing this action and the Purchase and Sale Agreement to be executed are on file with the City Clerk and open for public inspection. Said documents will be so held by the City Clerk for twenty-eight (28) days from the above date and may be inspected at the Clerk's office during regular working hours. Any person(s) objecting to this sale should make their objection known to the City Council within twenty-eight (28) days of the publication of this notice. After said twenty-eight (28) day period, the Council may take final action and sell said Property.

Dated: _____, 2021

Erica Eklov, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of November 12, 2019 ("**Execution Date**") by and between CITY OF PORTAGE, a Michigan municipal corporation, whose address is 7719 South Westnedge Avenue, Portage, Michigan 49002 (the "**City**") and 6405 SW, LLC, a Michigan limited liability company, whose address is 200 West Michigan Avenue, Suite 201, Kalamazoo, Michigan 49007 (the "**Developer**"). Notwithstanding the Execution Date, the Effective Date of this Agreement shall be determined in accordance with Section 14(K), below.

RECITALS

A. Developer owns the real property in City of Portage, Michigan commonly known as 6405 S. Westnedge Avenue, Portage, Michigan ("**Developer's Premises**").

B. City owns the real property in City of Portage, Michigan, located adjacent to the East of Developer's Premises, and approximately shown on **Exhibit A** (the "**Property**").

C. Developer desires to purchase the Property from City, and to redevelop Developer's Premises and the Property (collectively, the "**Development Site**") for commercial and/or retail use, pursuant to plans which are generally consistent with the concept drawings attached as **Exhibit B**.

NOW THEREFORE, in consideration of the mutual representations and covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. **Purchase and Sale.** City agrees to sell to Developer, and Developer agrees to purchase from City, the Property for the sum of Three Hundred Fourteen Thousand Five Hundred Dollars (\$314,500) (the "**Purchase Price**"), subject to adjustments and prorations set forth herein. Within five (5) days after the Effective Date, Developer shall deposit the sum of Five Thousand Dollars (\$5,000) (the "**Earnest Money**") with Devon Title Agency (the "**Title Company**"), 3250 Centre Ave., Suite 2, Portage, Michigan, which shall be held by the Title Company pursuant to this Agreement, and which shall be applicable to the Purchase Price.

2. **Property Information.** Within five (5) days after the Effective Date, City shall provide to Developer with copies of the following with respect to the Property, if existing and within City's possession or control: (i) any title insurance policies, surveys, and environmental reports with respect to the Property; and (ii) all documents, agreements, and pleadings, relating to City's acquisition of the Property by eminent domain and/or the relocation, abandonment and/or vacation of Gladys Street (collectively, the "**Eminent Domain Documents**"). Further, during this Agreement City will cooperate with and assist Developer in obtaining copies of any Eminent Domain Documents that are not within City's immediate possession (e.g., documents which are in possession of any outside counsel).

3. Evidence of Title.

(A) During the Inspection Period (defined below), Developer, at its expense, may obtain a staked survey of the Property. Such survey shall be prepared in accordance with the ALTA minimum survey standards and contain the certification and other matters required by such standards and the legal description prepared by the surveyor may be used, at Developer's option, in the deed delivered to Developer at Closing (defined below).

(B) During the Inspection Period (defined below), Developer, at its expense, will order from Title Company, a commitment for an ALTA owner's policy of title insurance for the Property with standard exceptions deleted (the "**Title Commitment**"). Developer shall have until the expiration of the Inspection Period (defined below) to notify City in writing of any objections to title and survey ("**Title Objections**") otherwise Developer shall be deemed to have accepted the title as shown by Title Commitment

and the survey. If City, at its option, does not remove any such Title Objections within ten (10) days from the date of such notice, then Developer, at its option, may terminate this Agreement (and be refunded the Earnest Money) by written notice to City within five (5) days after the end of the ten (10) days. If Developer does not provide such written termination notice, Developer shall be deemed to have waived such Title Objections. All defects approved by Developer, or Title Objections subsequently waived, shall be the "Permitted Exceptions."

(C) At Closing, City shall furnish Developer with an owner's policy of title insurance (or a marked-up Title Commitment, binding the Title Company to issue its owner's policy of title insurance) (the "Title Policy") consistent with the Title Commitment as approved by the Developer by the delivery of its Notice to Proceed (or as otherwise modified by Title Company and approved by Developer before the Closing Date). City shall provide the Title Company with an owner's affidavit reasonably acceptable to the City and the Title Company which shall be sufficient for the Title Company to issue its Title Policy without the standard exceptions which can be removed by receipt of an owner's affidavit.

4. Due Diligence Investigation.

(A) Developer shall have until one hundred twenty (120) days after the Effective Date (the "Inspection Period") to complete all inspections (including without limitation, economic feasibility studies, title, survey, physical, and environmental) as it deems necessary. Developer shall have the right to extend the Inspection Period for an additional forty-five (45) days, by written notice to City before the expiration of the Inspection Period. Developer's access to, and inspections of, the Property shall be at Developer's sole risk and expense and City shall have no responsibility therefor. Developer shall repair any loss or damage to the Property caused by the acts or omissions of Developer in connection with its inspections. During such periods of time as Developer is allowed to enter the Property pursuant to the terms of this Agreement, Developer shall make commercially reasonable efforts to protect the Property from damage caused by the acts or omissions of Developer, and Developer shall promptly restore or cause to be restored that portion of the Property so damaged by Developer to the condition existing prior to such damage. Developer shall not permit a construction, mechanic's, material or other lien to be filed against any of the Property as a result of any work, labor, service or materials performed or furnished by, for, or to Developer, its employees, agents and/or contractors. If any such lien shall at any time be filed against the Property, Developer shall, without expense to City cause the lien to be discharged within 30 days of the filing thereof.

(B) During the Inspection Period, Developer, at its expense, may obtain a Phase I Environmental Assessment, and if recommended by Developer's environmental consultant, a Phase II Environmental Assessment. Developer will not file a Baseline Environmental Assessment before Closing without City's express prior written consent.

(C) During the Inspection Period, Developer may provide to City written notice that Developer is prepared to proceed to close (the "Notice to Proceed"). Before the expiration of the Inspection Period, Developer may terminate this Agreement for any reason by delivery of written notice to City (the "Termination Notice"). If Developer (in its discretion) delivers a Termination Notice or fails to give a Notice to Proceed before the expiration of the Inspection Period, the Earnest Money shall be immediately returned to Developer, this Agreement shall terminate, and neither party shall have any further obligation to the other. If Developer delivers a Notice to Proceed, the Earnest Money shall become non-refundable to Developer except in the event of a material change in the condition of the Property or as otherwise expressly provided herein.

5. Instruments of Conveyance. At Closing:

(A) City shall execute and deliver to Developer a good and sufficient Warranty Deed in recordable form, conveying marketable fee simple title to the Property to Developer, subject only to any Permitted Exceptions.

(B) City shall provide whatever documentation which may be reasonably required by the title insurer to warrant that there are no unpaid claims which have created or could lead to the creation of liens

on the Property, including evidence that all contractors, subcontractors, and supplies have been paid in full and released all liens.

(C) Each party shall execute a closing statement to evidence the transaction.

(D) The parties shall furnish to each other such other documents as are necessary and appropriate for the consummation of this transaction (provided that such documents do not have the effect of amending this Agreement or modifying the parties' obligations under this Agreement), and shall indicate that the parties executing the documents have the authority to enter into this Agreement, consummate the sale contemplated hereby, and execute and perform all documents hereunder.

6. **Prorations.** It is contemplated that the Property is currently not subject to *ad valorem* property taxes. If any *ad valorem* property taxes are levied against the Property before the Closing Date, such taxes shall be paid by City; Developer shall pay all *ad valorem* property taxes levied after the Closing Date. All assessments, if any, on the Property due before the Closing Date shall be paid at or before the Closing Date by City and assessments, if any, due on and after the Closing Date shall be the responsibility of Developer.

7. **Property "As Is".** Developer agrees that it has inspected and will continue to inspect and assess the Property and that Developer will rely solely upon such inspection and assessment in electing whether or not to purchase the Property. **IT IS UNDERSTOOD AND AGREED BY CITY AND DEVELOPER THAT DEVELOPER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, CITY IS MAKING NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW. IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BY CITY AND DEVELOPER THAT CITY MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE WITH REGARD TO THE PROPERTY.** Developer agrees that the provisions of this paragraph are a material inducement to City in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby and that, but for the provisions of this paragraph, City would not have executed this Agreement or agree to sell the Property on the terms and conditions contained herein.

8. **Closing.**

(A) Closing for this transaction (the "**Closing**") shall occur at the office of the title company at 9:00 AM on the date (the "**Closing Date**") that is thirty (30) days after the delivery of Developer's Notice to Proceed or such earlier mutually agreeable time, date or location. At or before the Closing, City shall pay all applicable real estate transfer taxes, and one-half of the closing fee charged by Title Company. At or before the Closing, Developer shall pay the premium for the Title Policy, the cost to record the deed, and one-half of the closing fee charged by Title Company.

(B) Developer and City shall each pay their own costs incurred incident to the preparation, execution and delivery of this Agreement and the performance of their obligations hereunder including without limitation the fees of counsel, accountants and consultants, real estates, brokers and finders whether or not the transactions contemplated by this Agreement shall be consummated.

9. **Default.** If Developer defaults under this Agreement and such default continues for seven (7) days after written notice from City (except that no notice shall be required if Developer's default is a failure to close), then City may terminate this Agreement in which case the Developer shall promptly reimburse City for

its actual third-party costs incurred in good-faith in connection with the transaction contemplated by this Agreement, and retain the Earnest Money as liquidated damages and as its sole and exclusive remedy, the parties agreeing that actual damages to City would be difficult, if not impossible, to ascertain. If City defaults under this Agreement and such default continues for seven (7) days after written notice from Developer (except that no notice shall be required if City's default is a failure to close), the Earnest Money shall be returned to Developer, and as its exclusive remedies, Developer shall have the right to (i) terminate this Agreement in which case City shall promptly reimburse Developer for its actual third-party costs incurred in good-faith in connection with the transaction contemplated by this Agreement, or (ii) seek specific performance of this Agreement. Title Company is directed to accept a certification from Developer or City (with a copy provide to the other) certifying that this Agreement has been terminated, in which case Title Company will disburse the Earnest Money pursuant to the certification not less than five (5) days and not more than ten (10) days after receipt of the same, without further consent or approval the other party.

10. Brokerage Commissions. Developer and City represent and warrant to each other that neither party has been in contact with any realtor or broker concerning the purchase of the Property and that no person is entitled to a fee or commission as a result of the transaction contemplated in this Agreement. Each party shall defend and indemnify the other against and hold the other harmless from commissions claimed through such party.

11. Notices. Any notice required by this Agreement shall be in writing and either delivered personally or by certified mail, postage prepaid, return receipt requested, or by an overnight commercial carrier and delivered or mailed to the parties at their addresses specified on the first page. Notice shall be deemed to have been given on the earlier of (a) the date when received, or (b) one (1) day after deposit with an overnight commercial carrier, or (c) two (2) days after deposit in the United States mail in accordance with this paragraph. A copy of any notice given to Developer shall also be given to Aaron M. Smith, McShane & Bowie, P.L.C., 99 Monroe Avenue, NW, Suite 1100, Grand Rapids, Michigan 49503.

12. Conditions to Closing. Developer's obligations under this Agreement are contingent on Developer's satisfaction of the following conditions, any of which may be waived by Developer in its sole discretion:

(A) The Title Company shall be ready, willing and able to issue the Title Policy (and, at Developer's election, provide Developer at Closing a pro forma Title Policy) in form and substance approved by Developer in accordance with Section 3(B) on the Closing Date.

(B) An Amendment to the City of Portage Brownfield Redevelopment Plan (the "Plan") to add the Development Site (as generally shown on **Exhibit B**) to the Plan so as to allow for the capture of tax increment revenues to fund and/or reimburse Developer for the cost of eligible activities. City agrees to support an amendment to the Plan to include the Development Site (reserving the right to negotiate in good faith any new or amended Development and Reimbursement Agreement or any other plan document with the Developer) and to work, within legal and policy constraints, with Developer in obtaining any other financing or development incentives for which either Developer or the Development Site is eligible. Notwithstanding anything herein to the contrary, City does not represent or warrant that the Development Site will be added to the Plan or that Developer will obtain any other financing or development incentives.

(C) The City shall cause the abandonment of that portion of former Gladys Street and the street running through the Property all as approximately shown on **Exhibit A**, and that potion of platted Gladys Street located adjacent to the South of the Developer's Premises shall be vacated by a final non-appealable court order.

13. **Utility Easement.** At Closing, the Developer shall grant the City an easement, with terms and provisions reasonably acceptable to Developer and City (and subject to City Attorney's approval), for public utilities over the routes approximately shown on **Exhibit C** or such other location/routes mutually agreeable between the parties, which easement shall provide for the relocation of such utilities in connection with the Development Site.

14. **Miscellaneous.**

(A) **Assignment.** Except as expressly permitted under this paragraph, Developer shall not assign this Agreement without City's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer may, without City's consent, assign this Agreement to any entity owned or controlled by Jeffrey A. Nicholson. This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.

(B) **Severability.** In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(C) **Waiver, Modification or Cancellation.** Any alteration or modification of any of the provisions of this Agreement, or cancellation (except as expressly permitted hereunder) or replacement of this Agreement, shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. Any waiver of any of the provisions of this Agreement shall not be valid unless in writing and executed by the party benefitting from the provision waived. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

(D) **Relationship of Parties.** Nothing contained in this Agreement nor any act of the parties shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, of joint enterprise, or of any association between the parties hereto, nor shall anything contained in this Agreement or any act of the parties be construed to render any party liable for the debts or obligations of any other party.

(E) **Cumulative Remedies.** All rights, remedies and resources available within this Agreement are separate and cumulative and may be pursued separately, successively or concurrently, and are nonexclusive, and the exercise of any one of them shall in no way limit the exercise of any other which any party may be entitled under the express terms of this Agreement. The prevailing party in any dispute under this Agreement shall be entitled to recover its reasonable attorneys' fees.

(F) **Further Assurances.** Each of the parties shall execute and deliver to the other parties any documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, and shall do all other things necessary to this end, all without charge therefor; provided, however, that such documents or things do not have the effect of amending this Agreement or modifying the parties' obligations under this Agreement. If any party shall fail to comply with the provisions of this section, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

(G) **Duplicate Originals, Counterparts.** This Agreement and any originals of exhibits referred to herein may be executed by electronic media and in any number of duplicate originals or counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

(H) **Disclosure.** This Agreement is subject to the Michigan Freedom of Information Act.

(I) **Fax/Electronic Delivery.** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax or PDF transmitted by email and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party shall assert the Statute of Frauds or non-enforceability or invalidity of the Agreement because of fax or PDF copies being used, and both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.

(J) **Time of the Essence.** Time is of the essence for all terms and conditions of this Agreement. Should a date for performance hereunder fall on a Saturday, Sunday or holiday, the date for performance shall be extended to the next business day. "**Business day(s)**" shall mean the days Monday through Friday, excluding bank holidays.

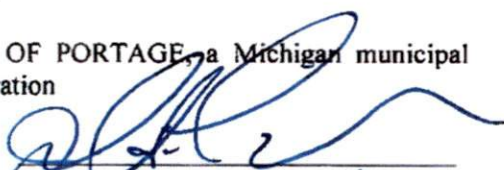
(K) **Contingency.** Developer acknowledges that this Agreement shall be contingent upon final approval from Portage City Council (the "**Council**") and the date of such approval shall be deemed the "**Effective Date**" of this Agreement. Developer agrees that City has made no representations or warranties with regard to the Council's final decision. If the Council decides not to approve this Agreement within sixty (60) days after the Execution Date, this Agreement shall automatically terminate and Developer shall have return of the Earnest Money deposit and each party shall assume the responsibility for all costs expended with regard to this Agreement without further liability to each other and neither party will have any obligation of liability under this Agreement.

(L) **No-Shop.** Notwithstanding anything herein to the contrary, from Execution Date and continuing so long as this Agreement is in effect, City shall terminate all negotiations with any other parties concerning the sale or lease of the Property, and shall not negotiate or enter into any contracts, leases or agreements to sell, lease or otherwise convey possession of the Property, or any portion thereof or interest therein, to any other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF PORTAGE, a Michigan municipal corporation

By: 

Name: Joseph S. LaMargo

Title: City Manager

Date: 11/14/19, 2019

DEVELOPER:

6405 SW, LLC, a Michigan limited liability company

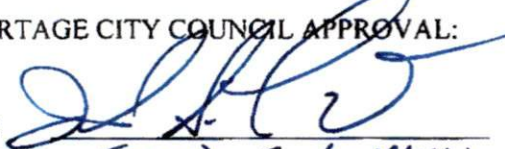
By: 

Name: Andrew Wenzel

Title: Authorized Agent

Date: 9/26/19, 2019

PORTAGE CITY COUNCIL APPROVAL:

By: 

Name: Joseph S. LaMargo

Title: City Manager

Effective Date: 11/14, 2019

APPROVED AS TO FORM

DATE 9/25/2019

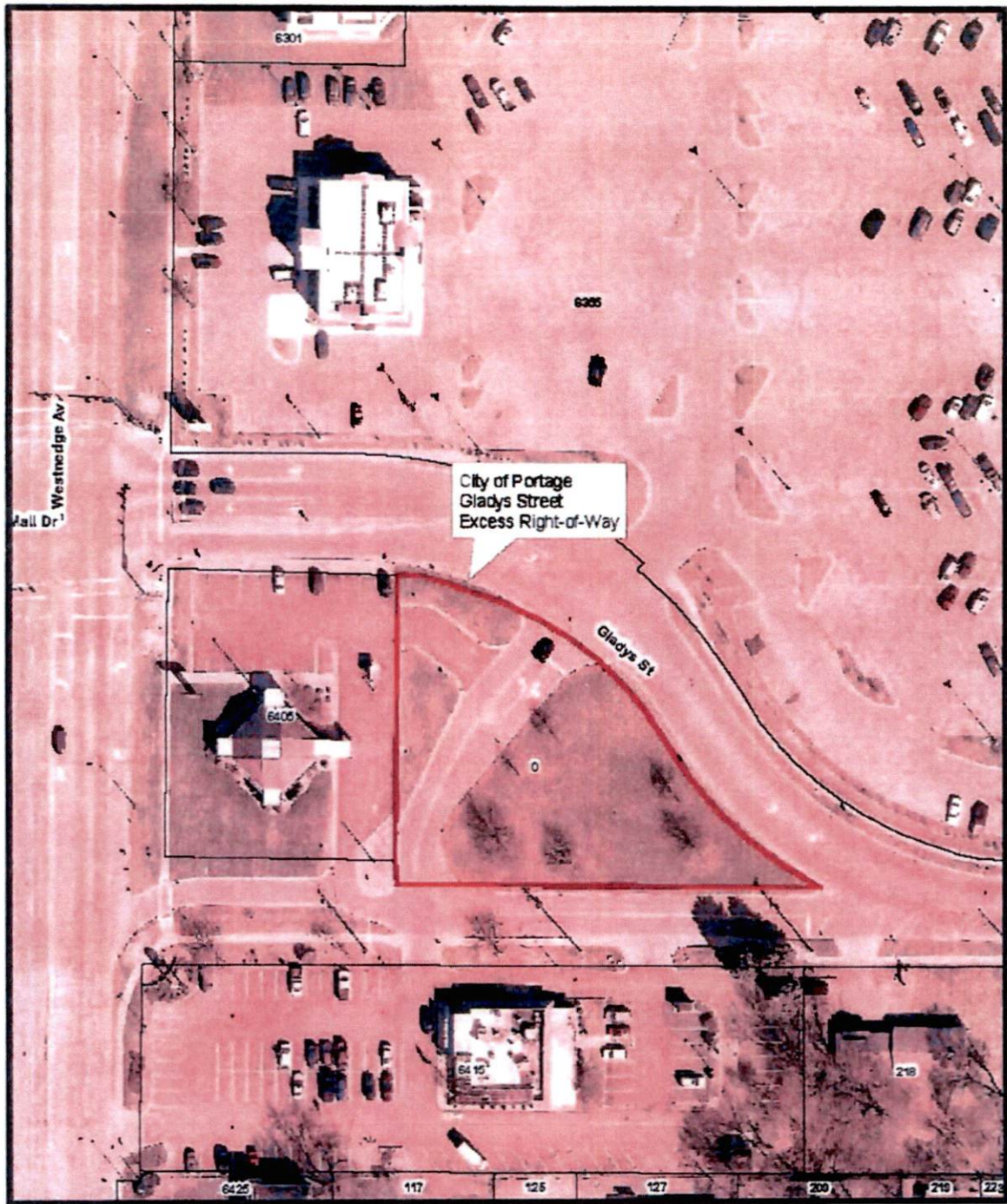

CITY ATTORNEY

EXHIBIT A

Legal Description and Vicinity Map

LAND SITUATED IN THE CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MI,
DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH ON THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 1994.90 FEET; THENCE EAST 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF WESTNEDGE AVENUE AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING EAST, 141.00 FEET; THENCE SOUTH, 176.50 FEET TO THE NORTH LINE OF GLADYS STREET; THENCE EAST ON SAID NORTH LINE, 356.73 FEET; THENCE NORTHWESTERLY, 188.71 FEET ON A 214.50 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 55°12'11" WEST 182.68 FEET; THENCE NORTHWESTERLY, 95.65 FEET ON A 274.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 39°59'16" WEST 95.17 FEET; THENCE NORTH 40°01'46" EAST 5.00 FEET; THENCE NORTHWESTERLY 195.27 FEET ON A 279.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 69°59'06" WEST, 191.32 FEET; THENCE WEST, 110.01 FEET TO THE EAST RIGHT OF WAY LINE OF WESTNEDGE AVENUE; THENCE SOUTH ON SAID EAST RIGHT OF WAY LINE, 70.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT GLADYS STREET.



 Gladys Excess ROW

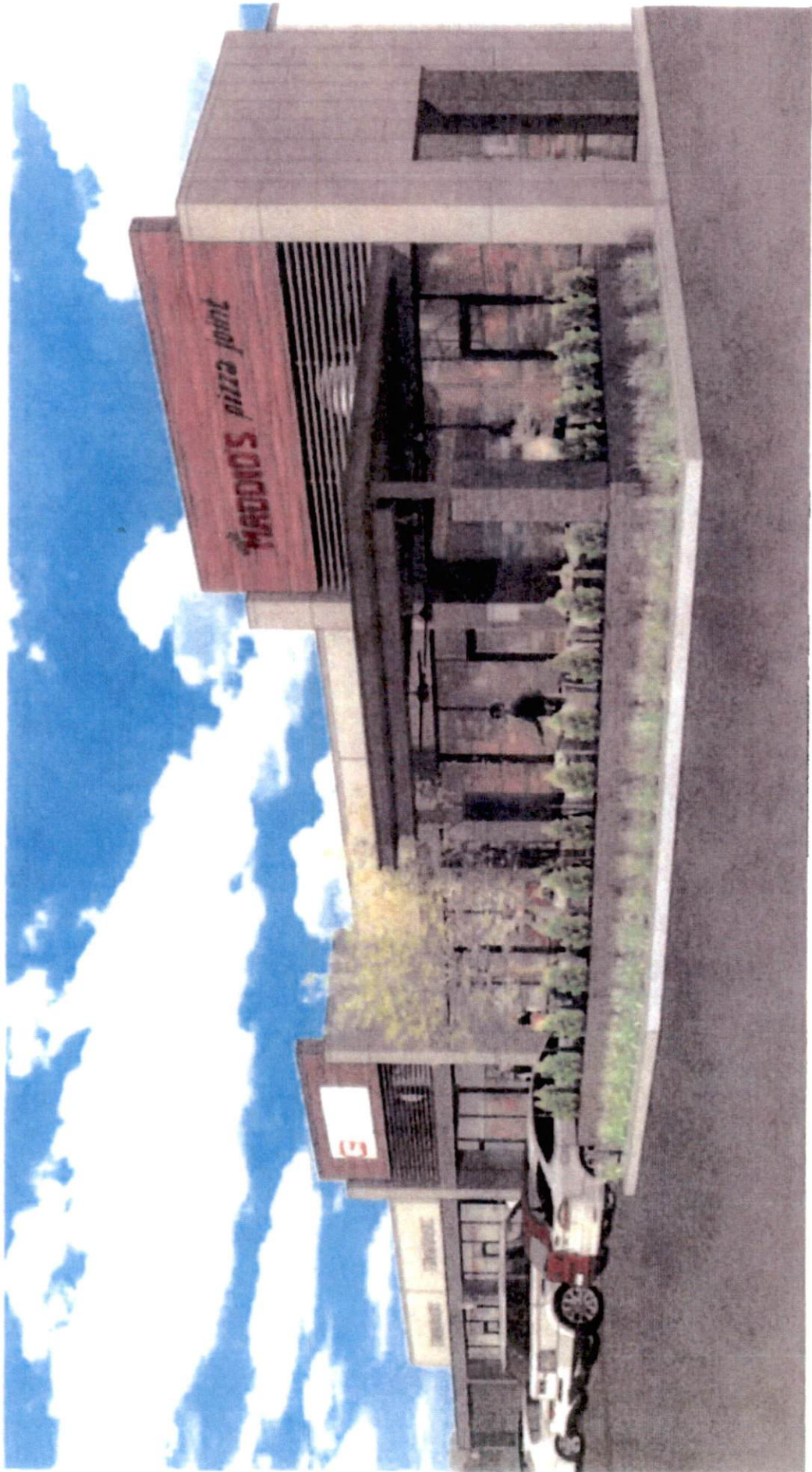
Gladys Street Excess Right-of-Way


1 inch = 75 feet

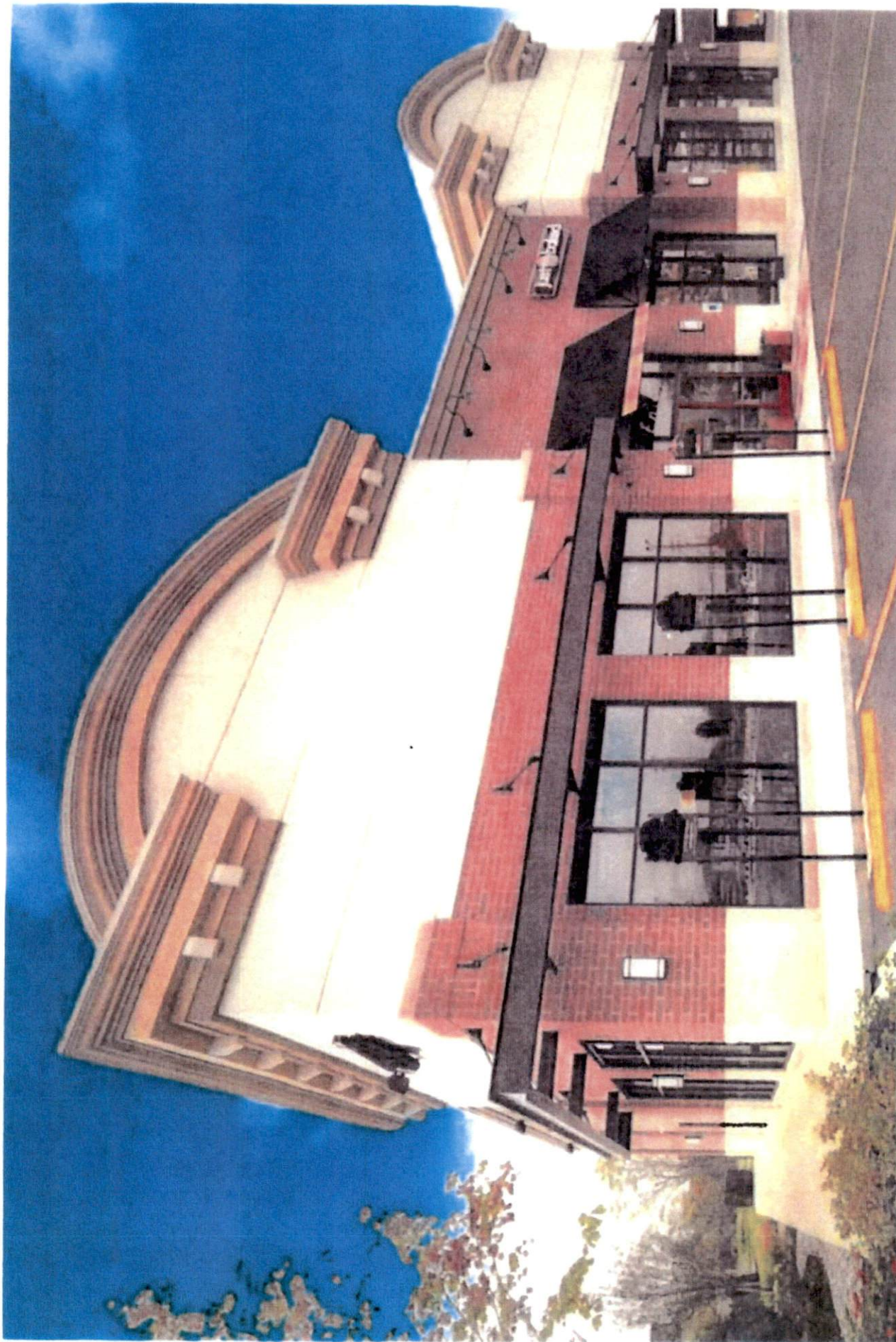
EXHIBIT B

[See five (5) pages attached]

The attached concept drawings are for illustrative purposes only, the number, size and configuration of tenant suites are subject to change. The attached concept drawings are not a representation as to any specific tenants or occupants of the Development Site.

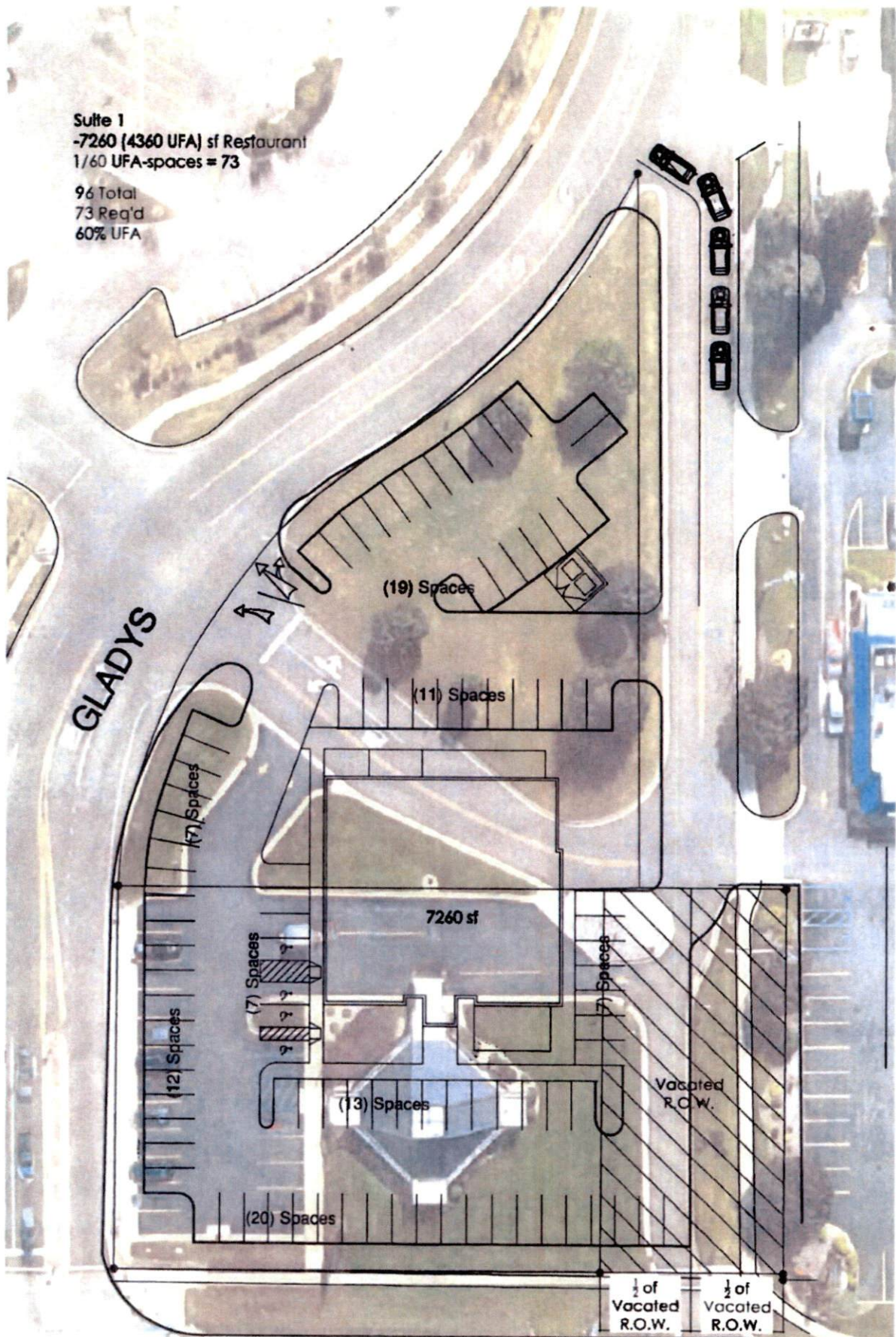






Suite 1
 -7260 (4360 UFA) sf Restaurant
 1/60 UFA-spaces = 73

96 Total
 73 Req'd
 60% UFA



WESTNEDGE
 6405 WESTNEDGE
 SITE LAYOUT

PLAZACORP
1111 N. WESTERN AVENUE, SUITE 100
 ST. LOUIS, MISSOURI 63107
 314.533.8870

2000 Suite 1
 -2000 (1300 UFA) sf Restaurant w/
 Drive-through 1/40 sf+3 stacking between
 drive-through spaces = 33

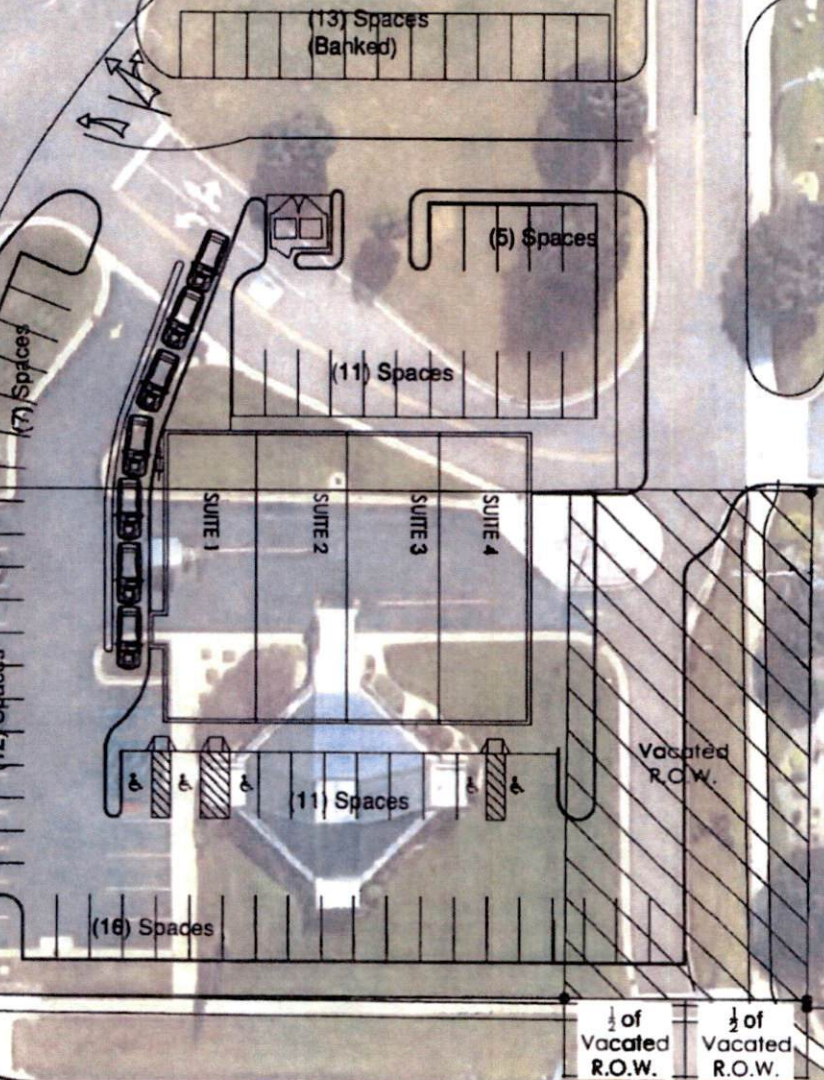
Suite 2
 -2000 (1300 UFA) sf Retail
 1/200 sf= 7

Suite 3
 -2000 (1300 UFA) sf Retail
 1/200 sf= 7

Suite 4
 -2000 (1300 UFA) sf Restaurant
 1/60 UFA-spaces = 22

75 Total
 69 Req'd
 65% UFA

GLADYS



WESTNEDGE

6405 WESTNEDGE

SITE LAYOUT

A2

PLAZACORP

111 E. WASHINGTON STREET
 KALAMAZOO, MI 49001
 (269) 335-1111

EXHIBIT C



566629_8

6405 SW, LLC
200 W. Michigan, Suite 201
Kalamazoo, MI 49007

March 12, 2020

RECEIVED

MAR 16 2020

CITY MANAGER'S OFFICE
PORTAGE, MI

VIA OVERNIGHT MAIL

Mr. Joseph S. La Margo, City Manager
City of Portage
7719 South Westnedge Avenue
Portage, MI 49002

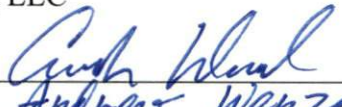
**Re: Purchase and Sale Agreement dated November 12, 2019 (the "Agreement"),
between City of Portage ("Seller") and 6405 SW, LLC ("Buyer")**

Dear Mr. La Margo:

Pursuant to Paragraph 4(a) of the Agreement, Buyer hereby exercise its option to extend the Inspection Period. The Inspection Period is extended to April 27, 2020.

Very truly yours,

6405 SW, LLC

By: 

Name: Andrew Wenzel

Its: Authorized Agent

cc: Aaron M. Smith

613877.docx

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made effective as of April 8, 2020, by and between CITY OF PORTAGE, a Michigan municipal corporation (the "Seller"), and 6405 SW, LLC, a Michigan limited liability company (the "Buyer").

BACKGROUND

A. Buyer and Seller are parties to a Purchase and Sale Agreement dated November 12, 2019 (the "Agreement"), relative to excess property owned by Seller located east of 6405 S. Westnedge, Portage, Michigan. Defined terms in the Agreement shall have their same meaning herein.

B. Buyer and Seller desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, THE PARTIES AMEND THE AGREEMENT AS FOLLOWS:

1. **Inspection Period.** The Inspection Period shall expire at 5:00 p.m. on August 25, 2020.
2. **Re-Affirmation.** Except as amended by this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Amendment may be executed electronically and in counterparts and delivered electronically or by facsimile and all such executed counterparts, taken together, shall constitute one instrument and each executed counterpart shall be deemed an original Amendment

The parties have executed this Amendment effective as of the date first written above.

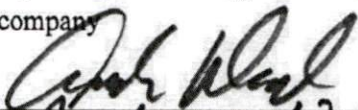
BUYER:

6405 SW, LLC, a Michigan limited liability company

By:

Name:

Its:


Andrew Wenzel
Agent

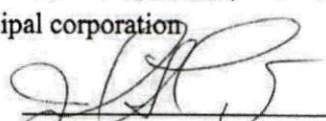
SELLER:

CITY OF PORTAGE, a Michigan municipal corporation

By:

Name:

Title:


Joseph S. LaMorg
City Manager

6405 SW, LLC
200 West Michigan Street, Suite 201
Kalamazoo, Michigan 49007

August 25, 2020

VIA HAND DELIVERY

Mr. Joseph S. La Margo, City Manager
City of Portage
7719 South Westnedge Avenue
Portage, MI 49002

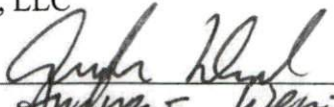
Re: Purchase and Sale Agreement dated November 12, 2019 (the "Purchase Agreement"), between City of Portage ("Seller") and 6405 SW, LLC ("Buyer")

Dear Mr. La Margo:

Pursuant to Paragraph 4C of the Purchase Agreement, Buyer hereby gives its Notice to Proceed. This Notice to Proceed is given subject to the satisfaction of the conditions set forth in Paragraph 12 of the Purchase Agreement.

As you know, the parties are working to finalize an amendment to the Purchase Agreement to extend the Inspection Period. In the event that the amendment is executed, then this Notice to Proceed shall be deemed void.

6405 SW, LLC

By: 

Name: Andrew Wenzel

Its: Authorized Agent

cc: Chris Forth
Aaron M. Smith

632620_2

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("**Amendment**") is made effective as of _____, 2021, by and between CITY OF PORTAGE, a Michigan municipal corporation (the "**City**"), and 6405 SW, LLC, a Michigan limited liability company (the "**Developer**").

BACKGROUND

A. Developer and City are parties to a Purchase and Sale Agreement dated November 12, 2019, and amended by First Amendment to Purchase and Sale Agreement dated April 8, 2020 (collectively, the "**Agreement**"), relative to excess property owned by City located east of 6405 S. Westnedge, Portage, Michigan. Defined terms in the Agreement shall have their same meaning herein.

B. Developer and City desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, THE PARTIES AMEND THE AGREEMENT AS FOLLOWS:

1. **Purchase Price.** Section 1 of the Agreement is amended to provide that the Purchase Price is Two Hundred Fifty Thousand Dollars (\$250,000).

2. **Closing.** Section 8(A) of the Agreement is amended to provide that unless the parties otherwise agree in writing, the Closing Date shall be the date that is the later of (i) thirty (30) days after the date that this Amendment has been fully executed by the parties and approved by the City Council and approved as to form by the City Attorney, and (ii) sixty (60) days after the date that Developer delivers to the City written notice of Developer's satisfaction or waiver of the Land Use Approvals condition described in paragraph 4, below.

3. **Conditions to Closing (Brownfield Redevelopment Plan).** Section 12 (B) of the Agreement is deleted in its entirety.

4. **Land Use Approvals.** Developer's obligation to close the transaction contemplated by this Agreement shall be conditioned upon Developer obtaining site plan approval and all other zoning and land use approvals required for its development of the Development Site as generally depicted on **Exhibit 1 ("Land Use Approvals")**. The City agrees to reasonably work, within legal and policy constraints, with Developer in obtaining its Land Use Approvals. Notwithstanding the foregoing, Developer shall have the right to waive its Land Use Approvals condition by written notice to City.

5. **Replacement of Exhibit B.** Exhibit B to the Agreement is hereby replaced and superceded by **Exhibit 1** to this Amendment.

6. **Re-Affirmation.** Except as amended by this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

7. **Counterparts.** This Amendment may be executed electronically and in counterparts and delivered electronically or by facsimile and all such executed counterparts, taken together, shall constitute one instrument and each executed counterpart shall be deemed an original Amendment.

[Remainder of Page Intentionally Blank]

The parties have executed this Amendment effective as of the date first written above.

6405 SW, LLC, a Michigan limited liability
company

By: _____
Name: _____
Its: _____
Date: _____

CITY OF PORTAGE, a Michigan municipal
corporation

By: _____
Name: _____
Title: _____
Date: _____

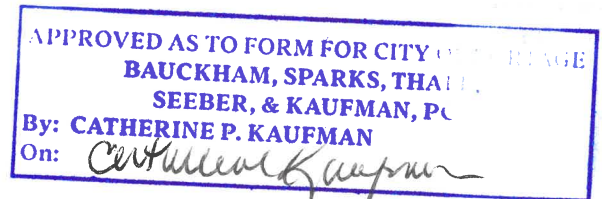
PORTAGE CITY COUNCIL APPROVAL:

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

By: Catherine Kaufman
City Attorney
Date: 6/16/2021

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6/16/2021

EXHIBIT 1

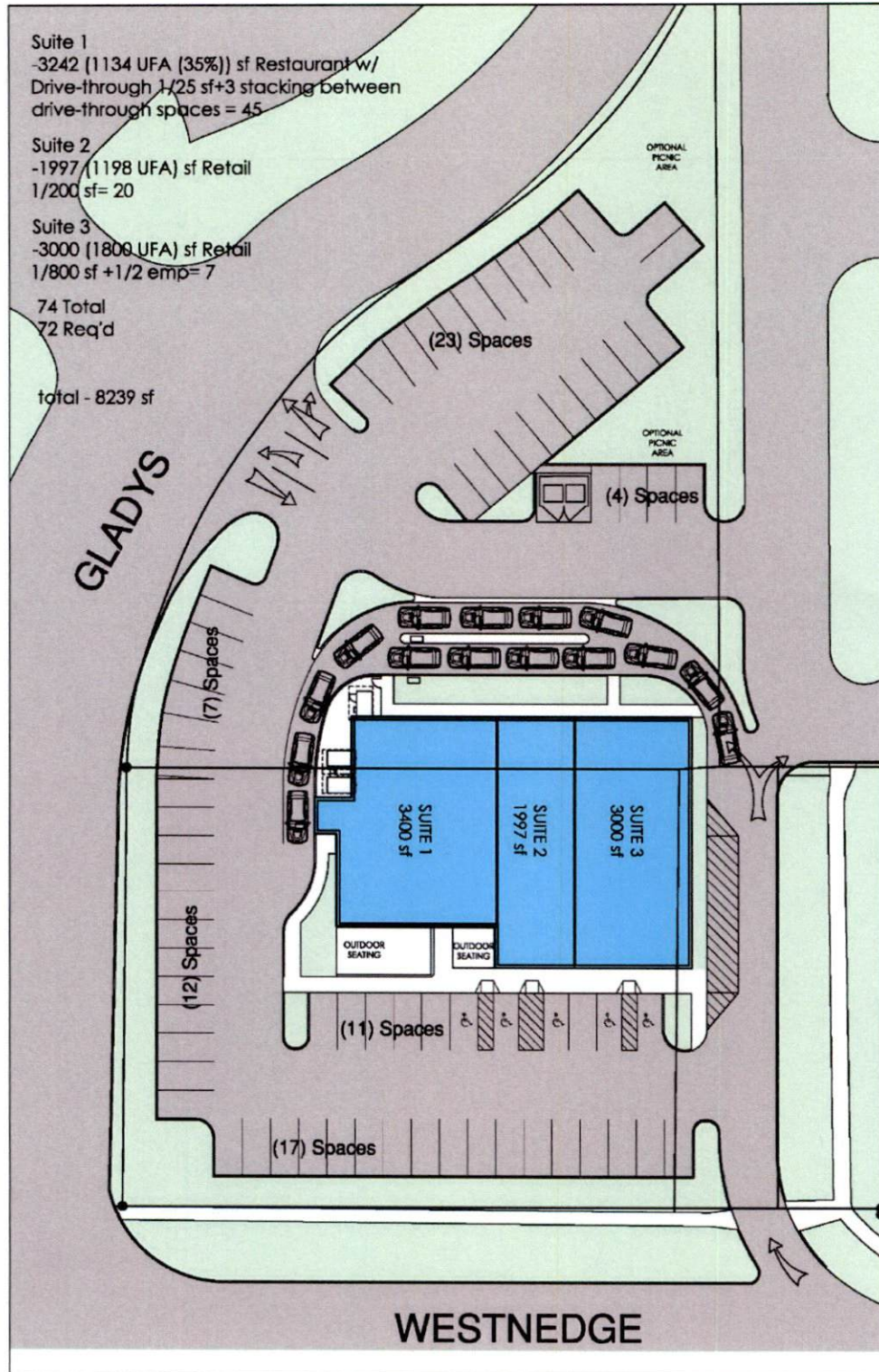


EXHIBIT 1
(CONTINUED)

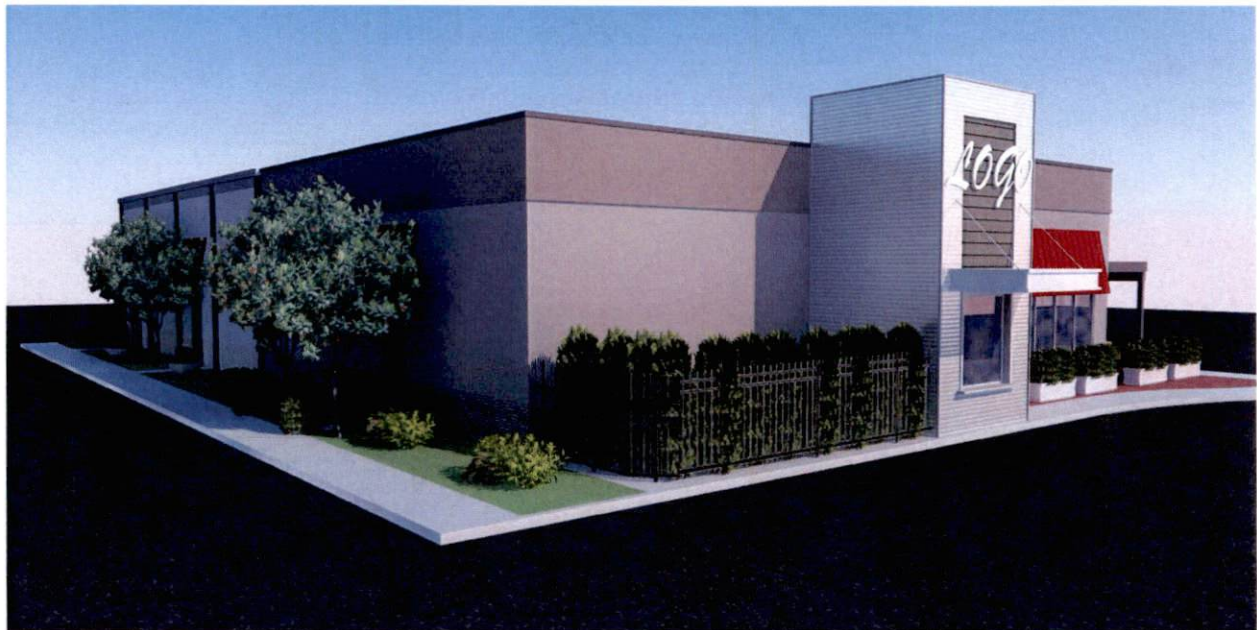


EXHIBIT 1
(CONTINUED)



Legal Description and Vicinity Map

LAND SITUATED IN THE CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MI,
DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH ON THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 1994.90 FEET; THENCE EAST 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF WESTNEDGE AVENUE AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING EAST, 141.00 FEET; THENCE SOUTH, 176.50 FEET TO THE NORTH LINE OF GLADYS STREET; THENCE EAST ON SAID NORTH LINE, 356.73 FEET; THENCE NORTHWESTERLY, 188.71 FEET ON A 214.50 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 55°12'11" WEST 182.68 FEET; THENCE NORTHWESTERLY, 95.65 FEET ON A 274.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 39°59'16" WEST 95.17 FEET; THENCE NORTH 40°01'46" EAST 5.00 FEET; THENCE NORTHWESTERLY 195.27 FEET ON A 279.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 69°59'06" WEST, 191.32 FEET; THENCE WEST, 110.01 FEET TO THE EAST RIGHT OF WAY LINE OF WESTNEDGE AVENUE; THENCE SOUTH ON SAID EAST RIGHT OF WAY LINE, 70.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT GLADYS STREET.