

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of June 14, 2022
2. Approve the Accounts Payable Register of June 28, 2022 as presented.
3. Authorize the single source purchase of one GapVax combination jet/vac truck at a total cost of \$509,975 from MTech and authorize the Acting City Manager to execute all documents related to these purchases on behalf of the city.
4. Award a six-year (one base term year and five one-year option renewals) financial auditing services contract to Yeo & Yeo, PC of Portage, Michigan, at a total amount not to exceed \$253,575, and authorize the Acting City Manager to execute all documents related to the contract on behalf of the city.
5. Award a contract to perform design and construction engineering services for the Consolidated Drain Rehabilitation to Eng., Incorporated in the amount not to exceed \$147,970 and authorize the Acting City Manager to execute all documents related to the contract on behalf of the city.
6. Approve the Portage Police Officer Association, a Unit of the Fraternal Order of Police, Kalamazoo Lodge #98 Collective Bargaining Agreement for the period of July 1, 2022, to June 30, 2025, and authorize the Mayor and City Clerk to sign the same.
7. Approve a fiscal year 2021-2022 budget amendment for the purchases of 9303 Portage Road, 9617 Portage Road, and 2010 Woodbine Avenue in the amount of \$640,000.
8. Adopt the Resolution of Local Government Support for Bennett Investment Group, LLC to obtain a new Class C Liquor License from the Michigan Liquor Control Commission for a location at 6650 S. Westnedge Avenue (Crossroads Mall), Suite FC7.
9. Adopt a resolution allowing for the setting of alternative meeting dates for the July and December Board of Review meetings.
10. Accept the Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive, for first reading and set a public hearing for July 26, 2022; and subsequent to the public hearing, consider approving Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive.
11. Minutes of Boards & Commissions:
 - a. Zoning Board of Appeals of May 9, 2022
 - b. Planning Commission of June 2, 2022
12. Materials Transmitted of June 14, 2022.
13. Calendar of Meetings:
 - Historic District Commission, July 6, 2022 at 8:30 a.m. at City Hall.
 - Planning Commission, July 7, 2022 at 7:00 p.m. in the Council Chambers.

- Zoning Board of Appeals, July 11, 2022 at 7:00 p.m. at City Hall.
- *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. 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:

1. Annual Park Board Presentation

D. Public Hearings:

E. Regular Business Agenda:

F. Unfinished Business:

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.

CITY COUNCIL MEETING MINUTES FROM JUNE 14, 2022

Mayor Patricia Randall called the Regular Meeting to order at 07:01 PM in the Council Chambers at Portage City Hall.

ROLL CALL: Councilmembers Lisa Brayton, Chris Burns, Lori Knapp, Victor Ledbetter, Terry Urban, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall were present.

ABSENT: None.

ALSO PRESENT: Acting City Manager Adam Herringa, Deputy City Manager Michael Carroll, City Attorney Catherine Kaufman, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to reflect on efforts to make a more equitable and inclusive community to allow all to feel safe and valued. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS: Councilmember Ledbetter read the proclamation for Juneteenth 2022. Mayor Pro Tem Pearson read the proclamation for National Scleroderma Month 2022.

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

Approval of Minutes: Motion by Burns, seconded by Knapp, to approve the City Council Meeting Minutes of the Board & Commission Interviews of May 24, 2022, and the Regular Meeting of May 24, 2022. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Burns, seconded by Knapp, to approve the Accounts Payable Register of June 14, 2022, as presented. Upon a roll call vote, motion carried 7 to 0.

Delinquent Water and Sewer Bills: Motion by Burns, seconded by Knapp, to order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2022, will be transferred to the 2022 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 sale of city-owned parcel at 7905 Oakland Drive: Motion by Burns, seconded by Knapp, to adopt a resolution to sell city property at 7905 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services, place the resolution on file with the Office of the City Clerk for 28 days for public review and comment, and take final action at the regular City Council meeting of July 12, 2022. Upon a roll call vote, motion carried 7 to 0.

Resolution for sale of city-owned parcel at 5916 Oakland Drive: Motion by Burns, seconded by Knapp, to adopt a resolution to sell city property at 5916 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services, place the resolution on file with the Office of the City Clerk for 28 days for public review and comment, and take final action at the regular City Council meeting of July 12, 2022. Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards & Commissions: Motion by Burns, seconded by Knapp, to receive the minutes of the Planning Commission of April 21 and May 19, 2022, as well as the Environmental Board of May 11, 2022. Upon a roll call vote, motion carried 7 to 0.

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

PETITIONS AND STATEMENTS OF CITIZENS: Rick Frieman (3218 Benington Court) congratulated the City Administration on its receipt of the Gold Award from Michigan Green Communities. He encouraged the city to continue its efforts towards environmental awareness and focus on de-carbonization. In response to Mr. Frieman's comments, Acting City Manager Herringa noted that the Department of Public Works had recently received a grant from the State of Michigan to purchase a fully electric snow plow for the following winter.

Mary Balkema (1131 Whites Road, Kalamazoo) spoke on behalf of the Kalamazoo Neighborhood Housing Organization. She was joined by fellow members Matt Milcarek and Beth McCann in thanking the city for adopting the two resolutions for affordable housing locations on Oakland Drive.

COUNCIL COMMITTEE REPORTS:

Councilmember Burns provided an update regarding the Central County Transportation Authority (CCTA). He noted that the comprehensive analysis was still underway, with the recent closure of the public survey and compiling of responses. Councilmember Burns stated the micro-transit option was still preferred by the Board, which had found similar models in Muskegon, Grand Rapids, and Detroit. Mayor Pro Tem Pearson also spoke regarding the CCTA, providing additional details on the comprehensive analysis and the micro-transit model. He also noted that the CCTA was working to manage the recent spike in gas prices within the organization's existing budget. Mayor Randall inquired whether the gas price increase had resulted in a CCTA ridership increase. Councilmember Burns responded that he had posed a similar question to the CCTA Director and found that the data was not yet available.

Councilmember Brayton relayed an update regarding the Kalamazoo County Environmental Health Advisory Council (EHAC). She stated that the County Health Department was currently engaged with issuing food vendor licenses, as well as inspections for outdoor pools and beaches. Councilmember Brayton also warned that the County had discovered the presence of Lone Star Ticks at Western Michigan University's Kleinstuck Preserve.

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

STATEMENTS OF CITIZENS: Lana Escamilla (2327 Lorraine Avenue, Kalamazoo) stated that she was running as a candidate for 8th District Judge in the upcoming August Primary Election and provided her prior history with the city.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER:

Councilmember Urban provided an update regarding a recent meeting of the City Council/School subcommittee with Councilmember Brayton and Burns. He stated the group had met with the Public Safety Chief and Deputy Chief to discuss violent event preparedness in the local schools, including the School Resource Officer program. Councilmember Urban stated the subcommittee was impressed at the level of preparedness by the Public Safety Department. He encouraged the Department to consider expanding into the younger schools in light of recent events.

Councilmember Brayton agreed with Councilmember Urban and praised the Public Safety staff, noting the City Administration and Public Safety Department have a great relationship with the Portage Public Schools. She then wished everyone Happy Father's Day and thanked the Police and Fire Departments for working on the holiday.

Councilmember Burns thanked the Public Safety Department for their time in meeting with the

Council/School subcommittee and for answering all their questions. He then wished area school families a happy summer break in light of the school year's end.

Councilmember Ledbetter highlighted the upcoming June 17th city dedication of the Martin Luther King, Jr. Park and the correlation with the ongoing Juneteenth celebrations. He then spoke in further detail regarding the history of the Juneteenth holiday development.

Councilmember Knapp encouraged everyone to be mindful of the influx of children on area roads in light of the end of the school year and stressed safety. She also recommended the use of the various city parks by families during summer break.

Acting City Manager Herringa relayed his recent visit to Pfizer for its announcement of the Paxlovid drug for the continued battle against COVID-19. He then spoke regarding a recent MLive article that highlighted the Portage Department of Public Safety's partnership with area mental health groups in responding to calls. Mr. Herringa closed with a reminder about the Martin Luther King, Jr. park dedication and a note of thanks to the representatives from KNHS.

Mayor Pro Tem Pearson thanked the City Council/School subcommittee members for their focus on safety measures in the schools and expressed support for the expansion of the school resource officer program from his own time on the subcommittee.

Mayor Randall began by thanking the representatives from KNHS for collaborating with the city on affordable housing and stressed the need to increase the opportunities in Portage to capture more of the countywide millage funding. She then acknowledged the city's 2021 Tree City USA Growth Award. Mayor Randall then spoke about the new Community Senior Center opening and programming, congratulating Director Kim Phillips for her work on the project. She closed with a recognition of the Flag Day holiday and issued a reminder about the Martin Luther King, Jr. park dedication that week.

ADJOURNMENT: Mayor Randall adjourned the meeting at 07:45 PM.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of June 28, 2022 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 June 5, 2022 through June 18, 2022 and notes \$453,787.79 in automated clearing house payments, \$717,184.13 in paper checks, \$97,180.52 in auto-pay payments, \$157,362.59 in electronic payments and \$12,777.16 in credit card payments (May) for a grand total of \$1,438,292.19.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of June 28, 2022

ACCOUNTS PAYABLE REGISTER
Check Dates From: 6/05/22 to 6/18/2022

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Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
06/10/2022	17265(A)	A I S CONSTRUCTION EQUIP. CO.	SWEEPER REPAIR/MAINTENANCE	2,101.16
06/10/2022	17266(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	4,347.00
06/10/2022	17267(A)	AMAZON.COM SALES, INC.	MONSTER MASH SUP-PK; TRAILER GATE ITEMS-FF	2,608.38
06/10/2022	17268(A)	APOLLO FIRE EQUIPMENT COMPANY	FIRE RESCUE SUPPLIES	987.00
06/10/2022	17269(A)	AUMACK, MICHAEL	2022 SUMMER UMPIRE PAYROLL	50.00
06/10/2022	17270(A)	B S & A SOFTWARE	GOVERNMENTAL ACCOUNTING WEBINAR TR	300.00
06/10/2022	17271(A)	BEEBE, RONALD E.	2022 SUMMER UMPIRE PAYROLL	350.00
06/10/2022	17272(A)	BEST WAY DISPOSAL, INC.	PORTABLE RESTROOM-WESTFIELD PK	145.00
06/10/2022	17273(A)	BILL'S LOCK SHOP, INC.	REPAIR LOWER LEVEL CLEANING RM DOOR	90.00
06/10/2022	17274(A)	BURLESON, KEVIN	BASIC SRO TRAINING - PER DIEM	280.25
06/10/2022	17275(A)	C T S TELECOM, INC.	MONTHLY FIBER SERVICES	3,908.88
06/10/2022	17276(A)	CLARKE, CHERYL	FOOD ASSISTANCE REIMBURSEMENT SNAP	8.00
06/10/2022	17277(A)	CLEARNETWORK, INC.	ON-CALL HVAC SERVICES	1,950.00
06/10/2022	17278(A)	CONKLIN, ALEXIS	REIMBURSEMENT CSEP EXAM	409.99
06/10/2022	17279(A)	CONTINENTAL LINEN SERVICES	LINENS FOR SR CENTER GRAND OPENING	375.93
06/10/2022	17280(A)	CROWN TROPHY	NAME PLATES & UNIFORM ITEMS	255.00
06/10/2022	17281(A)	DATA CONSTRUCTS LLC	WEBSITE HOSTING SERVICES APRIL 2022	97.95
06/10/2022	17282(A)	DATA CONSTRUCTS LLC	WEBSITE HOSTING SERVICES MAY 2022	97.95
06/10/2022	17283(A)	DEER CONTRACTING & LANDSCAPE	LIFT STATION IMPROVEMENTS	3,180.00
06/10/2022	17284(A)	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PMT 220619 MAINE MOUNTAIN	4,748.00
06/10/2022	17285(A)	EDWARDS, HENRY	2022 SUMMER UMPIRE PAYROLL	150.00
06/10/2022	17286(A)	ENGINEERED PROTECTION SYSTEMS, INC.	SR CENTER VIDEO SURV & ACCESS CONTROL	7,294.74
06/10/2022	17287(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	CHIP BODY FABRICATION	3,623.96
06/10/2022	17288(A)	FORSHEE, MARK	2022 SUMMER UMPIRE PAYROLL	150.00
06/10/2022	17289(A)	FULL CIRCLE FARM	VENDOR REIMBURSEMENT SNAP DUFB	58.00
06/10/2022	17290(A)	GARLOW, BARBARA	REIMB QTLY RETIREE COFFEE REFRESHMENTS	131.45
06/10/2022	17291(A)	GORDON WATER SYSTEMS	WATER SERVICES	186.25
06/10/2022	17292(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	287.00
06/10/2022	17293(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	10,033.94
06/10/2022	17294(A)	HOTRUM, ROBERT	2022 SUMMER UMPIRE PAYROLL	200.00
06/10/2022	17295(A)	HURLEY & STEWART, LLC	WOODHAMS AVE STORM WATER REMEDIATION	1,003.22
06/10/2022	17296(A)	INDUSCO SUPPLY CO., INC.	SR CTR FACILITY & MULT LOC SUPPLIES	4,128.49

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Check Date	Check	Vendor Name	Description	Amount
06/10/2022	17297(A)	INSIGHT PUBLIC SECTOR, INC.	VIDEO STORAGE HARDWARE-INSTALL, START-UP	186,865.06
06/10/2022	17298(A)	IRISH AYRES ENTERPRISES, LLC	ELIASON SOUTH LANDSCAPE	2,400.00
06/10/2022	17299(A)	JB PRINTING	MAY, JUNE NEWSLETTER PRODUCTION	2,089.01
06/10/2022	17300(A)	KITE, HENRY	BASIC SRO TRAINING - PER DIEM	280.25
06/10/2022	17301(A)	KPI TACTICAL	SURVIVAL ARMOR RAID CARRIER	225.00
06/10/2022	17302(A)	KUSHNER & COMPANY, INC.	COBRA & FSA ADMINISTRATION	254.96
06/10/2022	17303(A)	LANDS END	INFO CTR & RECORDS UNIFORMS	107.75
06/10/2022	17304(A)	LOWE'S HOME CENTER	FIRE STATION SUPPLIES	1,099.52
06/10/2022	17305(A)	MATERIALS RESOURCES	LATEX GLOVES AND PPE SUPPLIES	375.83
06/10/2022	17306(A)	MATTAWAN MUSHROOM CO	SNAP REIMBURSEMENT	42.00
06/10/2022	17307(A)	MCCULLIN, LARRY W.	2022 SUMMER UMPIRE PAYROLL	50.00
06/10/2022	17308(A)	MEEKHOF TIRE SALES & SERVICE INC.	TIRE SERVICE	1,201.97
06/10/2022	17309(A)	NATURAL CYCLES FARM LLC	VENDOR REIMBURSEMENT SNAP DUFB	46.00
06/10/2022	17310(A)	NYE UNIFORMS	MISC UNIFORM ITEMS/NEW OFFICER UNIFORMS	2,371.31
06/10/2022	17311(A)	OBERHILL, KYLE JOSEPH	LIFEGUARD CERTIFICATION CLASS	1,340.00
06/10/2022	17312(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SVCS	6,427.12
06/10/2022	17313(A)	PAVER PET SUPPLY	PET SUPPLIES	51.50
06/10/2022	17314(A)	PHELPS, MICHAEL	REIMB FIRE OPERATING SUPPLIES	5.50
06/10/2022	17315(A)	PRINTING SERVICES INC	PRINTING SERVICES	2,643.50
06/10/2022	17316(A)	QUALITY AIR HEATING & COOLING, INC.	HVAC CONTROLS HQ/ANNEX	16,800.00
06/10/2022	17317(A)	R W LAPINE INC.	ON-CALL SERVICES HVAC	2,078.00
06/10/2022	17318(A)	REYNHOUT, BRENT	REIMB EXPS - MTOA ANNUAL TRAINING CONF	70.00
06/10/2022	17319(A)	RHODES, KEVIN	2022 SUMMER UMPIRE PAYROLL	325.00
06/10/2022	17320(A)	RIDGE AUTO NAPA	EQUIPMENT REPAIR/MAINT SUP	2,374.53
06/10/2022	17321(A)	VOID		0.00
06/10/2022	17322(A)	ROE-COMM, INC.	FIRE RADIOS	50.00
06/10/2022	17323(A)	SEVERANCE ELECTRIC COMPANY, INC	TRAFFIC SIGN REPAIRS & MISS DIG EXP	1,264.26
06/10/2022	17324(A)	SIMPLIFILE LLC	DOCUMENT RECORDING	266.00
06/10/2022	17325(A)	STOUT, MELISSA JOY	FITNESS INSTRUCTION	80.00
06/10/2022	17326(A)	TRUCK & TRAILER SPECIALTIES	REPAIR/MAINTENANCE SUPPLIES	3,690.56
06/10/2022	17327(A)	VANDERWIJERE, JEFFREY P.	REIMB EXPS - FIRE RESCUE INTL TR CONF	1,192.96
06/10/2022	17328(A)	VIRIDIS DESIGN GROUP	PROF DESIGN SVC-DR MARTIN LUTHER KING JR PK	1,590.00
06/10/2022	17329(A)	WEST MICHIGAN INT'L LLC	REPAIR/MAINTENANCE SUPPLIES	426.62

ACCOUNTS PAYABLE REGISTER
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Check Date	Check	Vendor Name	Description	Amount
06/10/2022	17330(A)	WEST MICHIGAN STAMP & SEAL, INC	BUILDING SIGNS	135.00
06/17/2022	17331(A)	ADP, INC.	PAYROLL & ETIME SERVICES FOR APRIL-JUNE	4,741.87
06/17/2022	17332(A)	ANTIOR, ADAM	REPLACE UNCASHED PAYROLL CHECK	21.72
06/17/2022	17333(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM	59,006.17
06/17/2022	17334(A)	C T S TELECOM, INC.	CABLE ACCESS STREAM	999.00
06/17/2022	17335(A)	GARLOW, BARBARA	REIMB SUP/REFRESHMENTS REID TR, ANNU AWDS	250.24
06/17/2022	17336(A)	PETERS CONSTRUCTION CO.	ELIASON NORTH PARKING LOT	97,012.04
Total ACH				453,787.79

Check Type: Paper

06/10/2022	320565	A BETTER WAY TREE CARE LLC	SCHRIER PARK TREE TIMBERING	1,200.00
06/10/2022	320566	ACE PARKING LOT STRIPING, INC.	PARKING LOT STRIPING MAINT - RAMONA PARK	1,044.25
06/10/2022	320567	ADVANCE II LLC	MAY 2022 ELEC TEMPORARY STAFF SVC	1,139.14
06/10/2022	320568	ALF IX LLC	BIO REMEDIATION	350.00
06/10/2022	320569	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	456.00
06/10/2022	320570	APEX SOFTWARE	SOFTWARE MAINTENANCE RENEWAL	1,385.00
06/10/2022	320571	ARTWEAR APPAREL GRAPHICS, INC.	WORK SHIRTS-DPW	101.76
06/10/2022	320572	BAILEY TERRA NOVA FARMS	FOOD ASSISTANCE REIMBURSEMENT SNAP	30.00
06/10/2022	320573	BAILEY, CAROL	TRIP REFUND 220820 NEW YORK	50.00
06/10/2022	320574	BLUE CROSS/BLUE SHIELD OF MICH	BCBSM INSURANCE	17,370.26
06/10/2022	320575	BROWN, TYLER	HAYLOFT THEATRE DEPOSIT REFUND	150.00
06/10/2022	320576	BRUSH, BENJAMIN	SNAP REIMBURSEMENT	15.00
06/10/2022	320577	C A L E A	ANNUAL CONTINUATION FEE	4,515.00
06/10/2022	320578	CALLEN, NIKKI	OVERPAYMENT FINAL WATER BILL	91.19
06/10/2022	320579	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00
06/10/2022	320580	CARPENTER, CYNTHIA	BEGINNER PICKLEBALL CLINIC REFUND	70.00
06/10/2022	320581	CHAMBERLIN, JOSEPH J.	JUNE MUSIC PERFORMANCE	200.00
06/10/2022	320582	CHEESE PEOPLE OF GRAND RAPIDS	FOOD ASSISTANCE REIMBURSEMENT SNAP	25.00
06/10/2022	320583	CHICAGO TITLE OF MICHIGAN, INC.	CDBG CHICAGO TITLE SEARCH	150.00
06/10/2022	320584	CINTAS CORP.	UNIFORM RENTAL FOR INSPECTORS	534.40
06/10/2022	320585	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	329,646.07
06/10/2022	320586	CLEAR AIR LLC	FIRE EMS SUPPLIES	2,200.00
06/10/2022	320587	CT ELECTRICAL SERVICES, INC.	QUAKER LIFT STATION MAINTENANCE	2,399.00

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06/10/2022	320588	D L GALLIVAN INC.	COPY MACHINE USAGE CHARGES	156.30
06/10/2022	320589	DAVE'S CONCRETE PRODUCTS, INC.	CEMETERY FOUNDATIONS	1,104.00
06/10/2022	320590	DRIESEN & ASSOCIATES INC	MATERIALS TESTING SVCS - SR CENTER	1,850.00
06/10/2022	320591	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	1,920.62
06/10/2022	320592	EVENT PRODUCTION SERVICES OF MI LLC	FRIDAY AT THE FLATS SOUND MAY & JUNE	300.00
06/10/2022	320593	FAIR HOUSING CENTER OF SW MICHIGAN	21-22 FAIR HOUSING CENTER CONTRACT	2,000.00
06/10/2022	320594	FISHER, KERRY	OVERPAYMENT WATER BILL	50.19
06/10/2022	320595	FLEIS & VANDENBRINK ENGINEERING	ENGINEERING SVCS-MICROSURFACING PROJ	1,869.81
06/10/2022	320596	GILBERT, MARIAN	TRIP REFUND 220609 MYSTERY TRIP	110.00
06/10/2022	320597	GORDON FOOD SERVICE	RAMONA CONCESSIONS SUPPLIES	1,499.61
06/10/2022	320598	HAGEY, JUDY	SCHRIER PARK DEPOSIT REFUND	150.00
06/10/2022	320599	HALT FIRE, INC.	FIRE APPARATUS MAINT-AERIAL REPAIRS	24,616.00
06/10/2022	320600	HENDRICKS, MARY	SCHOOLHOUSE DEPOSIT REFUND	50.00
06/10/2022	320601	HOLOCENE ENVIRONMENTAL LLC	UST "A" AND "B" OPERATOR SERVICE	175.00
06/10/2022	320602	HOME DEPOT	STEEL FLOOR CABINET-FD; REPAIR & MAINT SUP	5,954.26
06/10/2022	320603	VOID		0.00
06/10/2022	320604	JK OF MICHIGAN, LLC	QUAKER LIFT STATION REHABILITATION	29,197.00
06/10/2022	320605	JOHN E REID & ASSOCIATES INC.	REID TECHNIQUE OF INVESTIGATIVE INTERVIEW	600.00
06/10/2022	320606	K2AVL INC	JUNE SUMMER CONCERT SOUND	530.00
06/10/2022	320607	KALAMAZOO BOOK ARTS CENTER	SCALIN UP EVENT CRAFT	300.00
06/10/2022	320608	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES MAY MOBILE HOME TAXES	452.50
06/10/2022	320609	KENT COUNTY DPW	WASTE DISPOSAL RED MED/DRUG	90.00
06/10/2022	320610	KNOX CO.	KEY SECURE RAPID ACCESS UNITS	10,468.00
06/10/2022	320611	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER PURCHASE SR CENTER	5,359.11
06/10/2022	320612	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR/MAINTENANCE	797.80
06/10/2022	320613	LOPEZ, SANDRA I	SNAP REIMBURSEMENT	107.00
06/10/2022	320614	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	96.00
06/10/2022	320615	MCGRATH, GIGI	GRAIN ELEVATOR DEPOSIT REFUND	135.00
06/10/2022	320616	METRO ADVANTAGE TITLE	OVERPAYMENT FINAL WATER BILL	44.01
06/10/2022	320617	MI COALITION TO PROTECT PUBLIC	UPDATED CENSUS DATA	324.88
06/10/2022	320618	MICHIGAN ASSOC. OF PLANNING	MEMBERSHIP DUES	675.00
06/10/2022	320619	MILLER, CANFIELD, PADDOCK & STONE	AUSTIN LAKE TRAIL LEGAL SERVICES	65.00
06/10/2022	320620	MOSES FIRE EQUIPMENT, INC.	FIRE APPARATUS MAINT	3,193.58

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Check Date	Check	Vendor Name	Description	Amount
06/10/2022	320621	MTOA	ANNUAL TRAINING CONF REGISTRATION	250.00
06/10/2022	320622	MUXLOW, TIMOTHY	MUXLOW EXOTICS - SCALIN UP	1,000.00
06/10/2022	320623	MYERS, MARTIN R. III	FIRE INSPECTION TRAINING	2,400.00
06/10/2022	320624	MYLAND, DIRK	OVERPAYMENT FINAL WATER BILL	6.19
06/10/2022	320625	OAKLAND COMMUNITY COLLEGE	DIGITAL PHOTOGRAPHY IN LAW ENFORCE - REG	500.00
06/10/2022	320626	OFFICE DEPOT, INC.	OFFICE SUPPLIES	439.00
06/10/2022	320627	OMG NATIONAL	PROMOTIONAL SUPPLIES-POLICE	2,829.00
06/10/2022	320628	PAPPAS, LYNN M	VENDOR REIMBURSEMENT SNAP DUFB	283.00
06/10/2022	320629	PETTY CASH-AMANDA JANSSEN	REPLENISHMENT CHECK	529.27
06/10/2022	320630	PETTY CASH-MEGAN HUBER	REPLENISHMENT CHECK	1,128.46
06/10/2022	320631	PLERUS	AV APPLICATIONS AND POSTAGE	2,407.50
06/10/2022	320632	PROJECT LIFESAVER INC	TRANSMITTER/BATTERY TESTER	59.11
06/10/2022	320633	Q3 TECHNOLOGIES LLC	FINAL WALKTHROUGH OF NEW SR CENTER BLDG	240.00
06/10/2022	320634	ROWERDINK, INC.	FIRE APPARATUS MAINT	44.99
06/10/2022	320635	SCHMIEGE, CHARLES	COMPETITIVE PICKLEBALL LEAGUE REFUND	15.00
06/10/2022	320636	SCOTT, DANA MARIE	JUNE PERFORMANCE-FRIDAY @ FLATS	200.00
06/10/2022	320637	SEELYE FORD, INC.	POLICE REPAIR/MAINTENANCE	154.00
06/10/2022	320638	SHI INTERNATIONAL CORP.	KNOWBE4 RENEWAL	6,167.50
06/10/2022	320639	SIEKLICKI, JAMES	CDBG INSTALL NEW ELEC CIRCUIT	341.00
06/10/2022	320640	SIGN SHOP OF WESTERN MICHIGAN	SIGN FOR SENIOR CENTER	75.00
06/10/2022	320641	SILVERMAN, ALYSSA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/10/2022	320642	SMART SOURCE, LLC	PRINTING SERVICES	116.04
06/10/2022	320643	SONDAY, LISA	BEGINNER PICKLEBALL CLINIC REFUND	30.00
06/10/2022	320644	SPENCER, SUSANNE	TRAVEL REFUND 220713 SUMMER FUN	145.00
06/10/2022	320645	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	209.00
06/10/2022	320646	STALLARD, BETTY	TRIP REFUND 220829 NEW YORK	50.00
06/10/2022	320647	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIPMENT REPAIR/MAINTENANCE	1,114.05
06/10/2022	320648	SYTEK AND DAVIES LLC	PIANO TUNING	195.00
06/10/2022	320649	T-MOBILE USA INC	INSEGO HOTSPOTS, CELL PHONE SVC	811.27
06/10/2022	320650	TACTRON, INC.	FIRE OPS SUPPLIES	45.46
06/10/2022	320651	TEAM SUPPORT SERVICES, LLC	RECORDS PROJECT & STORAGE	12,071.95
06/10/2022	320652	TREE MOVER, LLC	TRANSPLANT TREES-WESTFIELD PARK	3,750.00
06/10/2022	320653	TRUGREEN AND ACTION PEST CONTROL	HERBICIDE TREATMENTS & LAWN CARE	8,341.14

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06/10/2022	320654	ULINE, INC.	MISC EVIDENCE SUPPLIES	382.82
06/10/2022	320655	UNION STREET HYDRAULICS	TINK CYLINDER REBUILD	1,809.00
06/10/2022	320656	UNITED DISTRIBUTION GROUP	RAMONA CONCESSIONS SUPPLIES	818.73
06/10/2022	320657	UNITED PARCEL SERVICE	UPS WEEKLY	12.00
06/10/2022	320658	USPS	REFILL POSTAGE METER	5,000.00
06/10/2022	320659	VANDERNOOT, SCOTT & JULIE	TRAVEL REFUND 220615, 220829, 220725	2,573.00
06/10/2022	320660	VANGUARD FIRE & SUPPLY CO., INC.	FIRE EXTINGUISHER INSPECTION, FIRE FAC MAINT	1,263.89
06/10/2022	320661	VERIZON WIRELESS	CELL PHONE/WIRELESS CARD SERVICE	96.40
06/10/2022	320662	VITARO, JAMES T	SCALIN UP FISH TANK SEMI	2,500.00
06/10/2022	320663	WASHCO, LLC	PRESSURE WASH RAMONA BEACH HS/PLAYGRND	1,575.00
06/10/2022	320664	WAYNE COUNTY APPRAISAL LLC	ASSESSING SERVICES	37,835.83
06/10/2022	320665	WEBER, KATHLEEN	TRIP REFUND 220724 TIGERS MN TWINS	140.00
06/10/2022	320666	WESTSIDE SOLUTIONS, INC.	ELECTRIC VEH CHARGING STATION-SR CENTER	31,136.00
06/17/2022	320667	AT&T	ELECTRONIC COMMUNICATIONS	1,654.06
06/17/2022	320668	BALKEMA CONSTRUCTION, INC.	MLK PARK CONSTRUCTION SERVICES	85,900.50
06/17/2022	320669	KPI TACTICAL	SURVIVAL ARMOR RAID CARIRIER	225.00
06/17/2022	320670	STATE OF MICHIGAN (TREASURY)	2021 IFT DISBURSEMENT TO STATE OF MICH	34,801.23
Total Paper Checks				717,184.13

Check Type: Auto-Pay Payments

06/06/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	44,267.54
06/07/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	1,166.12
06/08/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	4,934.78
06/10/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	27,431.73
06/13/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	4,145.54
06/14/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	9,895.86
06/15/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	318.15
06/16/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	5,020.80
Total Auto-Pay Payments			97,180.52

Check Type: Electronic Payments

06/08/2022	EAGLE CLAIMS	WORKERS' COMPENSATION	22,774.54
06/15/2022	ATTORNEY	LEGAL & ARBITRATION	18,810.00

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Check Date	Check	Vendor Name	Description	Amount
06/15/2022		MULTIPLE	IAFF, PPOA, PPCOA & UAW PENSION PAYMENTS	73,399.35
06/17/2022		ICMA	PENSION WITHHOLDINGS	42,378.70
			Total Electronic Payments	157,362.59

Check Type: Credit Card

05/02/2022		BUZZSPROUT.COM PODCAST	MONTHLY PODCAST SUBSCRIPTION	24.00
05/02/2022		INDEED	ANNUAL SUBSCRIPTION	1,150.00
05/02/2022		DICKSSPORTINGGOODS.COM	PING PONG TABLES FOR NEW SENIOR CENTER	1,494.57
05/04/2022		ALLEGRA PRINTIMAGING	SR CENTER EVENT INVITATIONS POSTAGE	101.09
05/04/2022		ADMIN PRO FORUM CONFER	POLICE ADMIN VIRTUAL CONFERENCE REG	549.00
05/05/2022		CALIBRE PRESS	POLICE TRAINING REGISTRATION	199.00
05/05/2022		SHANTY CREEK RESORTS	POLICE TRAINING HOTEL DEPOSIT	153.15
05/05/2022		SHANTY CREEK RESORTS	POLICE TRAINING HOTEL DEPOSIT	141.58
05/06/2022		BLUE CHIP HOTEL & CASINO	POLICE TRAINING HOTEL DEPOSIT	171.35
05/06/2022		BLUE CHIP HOTEL & CASINO	POLICE TRAINING HOTEL DEPOSIT	171.35
05/06/2022		FSP ALLEGRA CMG	POSTAGE FOR PARKS & REC POSTCARDS	96.89
05/09/2022		ROCKBOT	SR CENTER BACKGROUND MUSIC ANNUAL CHRG	480.66
05/11/2022		SP MOVED BY BIKES	BIKE VALET RACK FOR FARMERS MKT/CITY HALL	245.00
05/12/2022		HAMPTON INN AUBURN HILLS	POLICE TRAINING HOTEL STAY	234.00
05/12/2022		TWO MEN AND A TRUCK 0131	SENIOR CENTER MOVE	2,487.50
05/13/2022		MICHIGAN ASSOCIATION OF P	COM DEV AWARD APPLICATION	100.00
05/16/2022		HCS - EH	SENIOR CENTER HEALTH DEPT LICENSING FEE	560.00
05/16/2022		WEBMLIVE.COM	SUBSCRIPTION FOR CITY COUNCIL	75.00
05/16/2022		SMART SOUCE	TABLE CLOTH FOR PARK BOARD	244.00
05/17/2022		HOLIDAY INN EXPRESS	POLICE TRAINING HOTEL STAY	411.60
05/20/2022		THE H HOTEL	TREASURERS ASSOCIATION TRAINING HOTEL STAY	433.35
05/20/2022		GLOCK PROFESSIONAL INC	POLICE TRAINING REGISTRATION	250.00
05/23/2022		GOVERNMENT FINANCE OFFIC	FINANCE DEPT VIRTUAL FORUM	111.75
05/23/2022		HAMPTON INN AUBURN HILLS	TAX REFUND	(28.08)
05/23/2022		HOLIDAY INN EXP	POLICE BACKGROUND INVEST-OUT OF AREA	121.90
05/23/2022		AFFORDABLE BILLIARD REPA	SENIOR CENTER POOL TABLE MOVE	550.00
05/23/2022		HAMPTON INN AUBURN HILLS	POLICE TRAINING HOTEL STAY	496.08
05/24/2022		THE H HOTEL	TAX REFUND	(8.10)

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05/24/2022		NTLREST SERVSAFE	SERVSAFE MANAGER CERT FOR RAMONA	179.00
05/24/2022		NTLREST SERVSAFE	SERVSAFE MANAGER CERT FOR RAMONA	179.00
05/26/2022		TARGET.COM	KIDS TRY IT SPORTS EVENT	158.97
05/26/2022		ACORN NATURALISTS	JUNIOR RANGER & RANGER HIKE PROG SUPPLIES	317.35
05/27/2022		BIG APPLE BAGELS	BREAKFAST WITH A BIOLOGIST PROGRAM	70.48
05/27/2022		FAIRFIELD INN & SUITES	POLICE TRAINING HOTEL STAY	85.00
05/27/2022		PAYPAL WESTMICHIGA	POLICE ANNUAL MEMBERSHIP	125.00
05/27/2022		MICHIGAN MUNICIPAL LEAGUE	MI MUNICIPAL EXECUTIVES ANNUAL MEMBERSHIP	145.00
05/30/2022		GRAND HOTEL	POLICE CONFERENCE HOTEL DEPOSIT	476.72
05/31/2022		BUZZSPROUT.COM PODCAST	MONTHLY PODCAST SUBSCRIPTION	24.00
			Total Credit Card Payments	12,777.16
			Grand Total	1,438,292.19

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Purchase of Combination Jet/Vac Truck - Sole Source Purchase

SUPPORTING PERSONNEL: Rodney Russell, Director of Public Works

ACTION RECOMMENDED: Authorize the single source purchase of one GapVax combination jet/vac truck at a total cost of \$509,975 from MTech and authorize the Acting City Manager to execute all documents related to these purchases on behalf of the city.

The Fiscal Year 2021-2022 Equipment Fund Capital Outlay budget includes the purchase of a new combination jet/vac truck. The current 2007 combination jet/vac truck has exceeded the scheduled service life and has maintenance issues such as excessive hours, corrosion, and excessive ongoing maintenance costs. Replacement will allow the city to maintain current levels of service to the public. The jet/vac truck is used by the city water contractor Viola to clean dirty pipelines. High-pressure water is released from the sewer jet truck to dislodge all of the dirt and flush it away. It is also used to remove excess water and material from storm drains and sewers.

MTech is the only dealer of the GapVax brand of equipment in the Midwest. The GapVax brand offers a heavy-duty chassis that matches current city fleet vehicles. The Department of Public Works is working to standardize equipment chassis due to the known safety standards this specific manufacturer provides for the vehicle operator. Other similar manufacturers have been demonstrated but do not meet current fleet requirements. Additionally, purchase is recommended due to fortunate circumstances. Market conditions continue to drive up equipment costs and lead times. Fortunately, a "stock truck" that had been slated for production prior to recent price increases has become available. Not only does purchasing this particular piece of equipment help negate the uncertainty of on-going price increases, it also allows for quicker delivery.

It is anticipated that the existing jet/vac vehicle will generate an auction value of \$75,000 through either Biddergy.com or Rangerbid.com, coordinated through the Purchasing Department.

Therefore, it is recommended that the City Council authorize the single source purchase of one GapVax combination jet/vac truck at a total cost of \$509,975 from MTech and authorize the Acting City Manager to execute all documents related to these purchases on behalf of the city.

FUNDING: Funds are included in the Fiscal Year 2021-2022 Equipment Fund Capital Outlay budget.

Attachments: 1. MTech GapVax MC1510 WS Stock 21 Quote

GapVax[®]



PREPARED BY

MTech, The Safety Company

Scott Silberzahn - scott@mtechcompany.com

PREPARED FOR

Jereme Rowland

City of Portage
7719 S. Westnedge Ave.
Portage, MI 49002

QUOTE

GapVax[®]



QUOTE ID
21990

UPDATED:
10/26/21

2023 MC1510-3S4X COMBINATION JET/VAC

QUOTE ID: 21990

May 11, 2022



NOTE: THE GAPVAX MC UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

OPTION DESCRIPTION		NOTES	QTY
CHASSIS OPTIONS			
CHA001	WESTERN STAR 47X-SF (6 X 4) - 370 HP - 62,000 LB. GVWR - AUTO	MODEL YEAR 2023	1
	CUMMINS L9 RATED FOR 370 HP	CONSULT FACTORY	
	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
	22,000 LB FRONT AXLE		
	46,000 LB REAR AXLE		
	WHITE CAB COLOR		1
	ENGINE COMPRESSION BRAKE, FRONT/REAR DIFF LOCK		1
	DUAL AIR SEATS, POWER/HEATED MIRRORS		1
	POLISHED ALUMINUM WHEELS		1
	STOCK CHASSIS ARE SUBJECT TO PRIOR SALE, LIMITED QUANTITY ARE AVAILABLE		1
DEBRIS BODY OPTIONS			
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN, 55,000 LB CAPACITY		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1	DEBRIS BODY FLUSH OUT SYSTEM		1
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE	VALVE IS NOT 100% LEAK PROOF	1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A6A	TRASH PUMP - STANLEY 4" 800 GPM WITH LAY-FLAT HOSE AND CAM-LOC FITTINGS	NOT RECOMMENDED FOR CONTINUOUS USE	1
A11A	FILTER SCREEN FOR DRAIN VALVE (SHORT BOX)	REQUIRES A2	1
A12B	FILTER SCREEN FOR PUMP OFF SYSTEM (LONG BOX)	REQUIRES A5 OR A6	1
A20	UPGRADE TO 1/4" DEBRIS TANK		1
A21	CURBSIDE LADDER TO PORT INSPECTION AREA		1
A22B	STAINLESS STEEL BOLT-ON TAILGATE SPLASH SHIELD		1
A37A	UPGRADE BODY INLET CANNON TO 12" HX STYLE WITH 3" CLEANOUT		1
A44	PNEUMATIC TAILGATE PROP		1
WATER TANK OPTIONS			
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD

STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE	STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK	STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE	STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE	STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN	STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS	STANDARD
B23B	STAINLESS BAFFLES IN THE WATER TANK	1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE	STANDARD
VACUUM SYSTEM OPTIONS		
STD	TRUE 8" DIAMETER VACUUM SYSTEM	STANDARD
STD	VACUUM PUMP DRIVEN VIA MID-SHIP MOUNTED SPLIT SHAFT TRANSFER CASE GEARBOX (PTO)	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS ON VACUUM PUMP AND TRANSFER CASE	STANDARD
STD	NOISE ATTENUATED VACUUM PUMP DISCHARGE SILENCER WITH RAIN CAP AND DRAIN	STANDARD
STD	24" CENTRIFUGAL CYCLONE SEPARATOR WITH 20" CHAMBER	STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS MOUNTED AT THE REAR OF DEBRIS TANK	STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN	STANDARD
STD	6" SAFETY VACUUM RELIEF	STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM	STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG (4) 18" Hg VACUUM RELIEF VALVES	1
C19	UPGRADE TO XL TRANSFER CASE 9-LITER ENGINE = UP TO 5300 CFM, REQUIRES OPTION C8	1
WATER SYSTEM OPTIONS		
STD	TRI-PLEX WATER PUMP SYSTEM	STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE	STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT	STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES	STANDARD
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE OPTION D4 IS RECOMMENDED	1
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI	1
D4	UPGRADE TO URACA MULTIFLOW VALVE - SET WASHDOWN CIRCUIT TO FULL PRESSURE FOR HANDGUN APPLICATIONS	1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT	1
D21	WATER RECIRCULATION VIA AUTOMATIC TRANSMISSION	1
D35E	3/8" HX LANCE WITH 6' EXTENSION AND RIPS AW NOZZLE	1
D36C	3/8" X 3' LANCE EXTENSION WITH QUICK CONNECTS (CAT022387)	1
D36D	3/8" X 5' LANCE EXTENSION WITH QUICK CONNECTS (CAT022388)	1
BOOM OPTIONS		
STD	8" FRONT MOUNTED TELESOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION	STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE	STANDARD
STD	DUAL 4" LIFT CYLINDERS	STANDARD
STD	CAB PROTECTION RACK	STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION	1
HOSE REEL OPTIONS		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION	STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 3,000 PSI	STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS	STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED	1
F11	AUTOMATIC HOSE LEVEL WINDER (INCLUDES "J-HOOK" STLYE HOSE GUIDE)	1

F16A	DOUBLE ROLLER UPGRADE ON AUTO LEVEL WIND	1
CONTROLS, GUAGES, ACCESSORIES OPTIONS		
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP	STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL	STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP	STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM	STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS	STANDARD
G2B	G2B CONTROL SYSTEM WITH DM430 DISPLAY INCLUDES:	1
	LOW WATER SHUTDOWN PROTECTION	1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION	1
	ENGINE OVERSPEED PROTECTION	1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS	1
G4A	HIGH DEBRIS LEVEL LIGHT & ALARM WIRED TO VACUUM RELIEF	REQUIRES A3 1
G6	BLOWER TEMPERATURE GUAGE WIRED TO VACUUM RELIEF	1
	OMNEX T110 WIRELESS REMOTE	STANDARD
G19	WIRELESS REMOTE WITH BOOM AND VACUUM FUNCTIONS	1
LIGHTING		
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS	STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES	STANDARD
H1B	TWO (2) LED STROBE BEACON LIGHT - FRONT (SAE CLASS-1 (SAE J595) COMPLIANT)	(WHELEN L10 OR EQUAL) 1
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1
H7BC	(4) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (2 PER SIDE)	1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK (CLASS-1 (SAE J595))	WHELEN TAM85 OR EQUAL 1
STORAGE OPTIONS		
STD	25' FIRE HOSE BASKET	STANDARD
I6E-DS	ALUMINUM, 36" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE	1
I4B	72" TOOL BOX - ALUMINUM, 72" WIDE X 24" HIGH X 24" DEEP, MOUNTED ON THE CURBSIDE	CONSULT ENGINEERING 1
I23B	MOUNTING TABS ONLY - TUBE RACK MOUNTED ON TANK - PASSENGER SIDE - FOUR TUBE RACK - NON FOLDING	CONSULT ENGINEERING 1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE	1
I17A	NOZZLE RACK - SIX (6) NOZZLES, 1"	1
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG	1
I22	UPGRADE TUBE TRAYS TO POLISHED STAINLESS STEEL	1
I26B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	1
CHASSIS OPTIONS		
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS	STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP	STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION	STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM	STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE	STANDARD
J0	FRONT BUMPER - MAY NOT BE REQUIRED IN ALL STATES	1
J2	TRANSFER CASE OIL LEVEL SIGHT GLASS / FILL, MOUNTED ON DRIVER'S SIDE FRAME RAIL (PN: GAU006456)	1
J3	TOW HOOKS FRONT	1
J4B	TOW HOOKS REAR - FRAME MOUNTED	1
J12	METAL MUD FLAPS IN FRONT OF REAR TIRES	1

PAINT OPTIONS		
STD	PAINTED WITH PPG URETHANE PAINT	STANDARD
STD	PAINT BODY WHITE	STANDARD
STD	PAINT FRAME AND PARTS BLACK	STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD
STD	FLEET FINISH	STANDARD
MISCELLANEOUS OPTIONS		
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD
STD	TIGER TAIL HOSE GUIDE	STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES	STANDARD
M3	FILL HOSE 25' X 2 1/2"	1
M5C	LEADER HOSE 25' X 1"	1
M8G	1" PIRHANA SEWER HOSE - 2,500 PSI X 600 FT PLASTIC (ORANGE) (PN: HOS022393)	1
M12	MANHOLE LIFTING HOOK	1
M13	HYDRANT WRENCH	1
M26	1" SIX WIRE EXTENDER	1
M27	TIGER TAIL (TOTAL OF TWO)	1
M29	ONE CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-505A), INCLUDES DVR-916 REAR CAMERA	1
M37	HEAVY DUTY ALUMINUM HX TUBE, 8" X 5' X 0.090" WALL WITH PRESSED IN STEEL ENDS AND SOFT TIP END	1
CUSTOM OPTIONS		
**	H18: REAR BASIC LED FLASHERS (4 SINGLE NON-SYNC LIGHT HEADS), SS MOUNTING BOXES	1
***	PAINT A6A TRASH PUMP BLACK	1
****	MOUNT I17A NOZZLE RACK IN DRIVE SIDE FRONT BUMPER TOOLBOX	1
*****	MOUNT M29 CAMERA BY LICENSE PLATE HOLDER	1



PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS:	\$ 508,975.00
TRADE-IN:	\$ -
DELIVERY: (\$1,000.00 MINIMUM) @ \$3.00 PER MILE	\$ 1,000.00
ESTIMATED SUBTOTAL:	\$ 509,975.00
SALES TAX:	\$ -
FEDERAL EXCISE TAX (BODY):	\$ -
FEDERAL EXCISE TAX (CHASSIS):	\$ -
TOTAL PRICE (PER UNIT):	\$ 509,975.00

ALL PRICES ARE IN US DOLLARS

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVERNMENT SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE, ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER

*** FOB DESTINATION ***

* THIS QUOTE IS FOR A STOCK ORDER THAT IS SUBJECT TO PRIOR SALE (ESTIMATED DELIVERY: SPRING 2023). DUE TO EXTREME MARKET VOLATILITY AND WORLDWIDE SUPPLY CHAIN ISSUES, ALL PRICES AND LEAD TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE CONFIRM CURRENT PRICING AND AVAILABILITY WITH YOUR MTECH SALES REP PRIOR TO PLACING YOUR ORDER. ALL ORDERS ARE ALSO SUBJECT TO POTENTIAL ADDITIONAL MATERIAL SURCHARGES IF WARRANTED BY CONTINUED INFLATION AND SUPPLY CHAIN ISSUES, WHICH WE WILL CONTINUE TO MONITOR CLOSELY.

SIGNATURE

DATE

Please return a signed copy to scott@mtechcompany.com

QUOTE ID
21990

LAST UPDATED:
10/26/21

GapVax Incorporated

Terms and Conditions of Sale

1. **ORDERS.** All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.
2. **PERFORMANCE.** GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.
3. **EXPERIMENTAL WORK.** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
4. **SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.
5. **CANCELLATION.** Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
6. **SHIPMENT.** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.
7. **CUSTOMER'S PROPERTY.** GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
8. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgment.
9. **F.O.B. POINT.** Unless otherwise stated, all prices listed are F.O.B. point of manufacture.
10. **TAXES.** Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.
11. **PRODUCT IMPROVEMENT.** GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
12. **MOUNTING PRICES.** Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
13. **WARRANTY.** GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational.
14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at anytime to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Financial Auditing Services

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Award a six-year (one base term year and five one-year option renewals) financial auditing services contract to Yeo & Yeo, PC of Portage, Michigan, at a total amount not to exceed \$253,575, and authorize the Acting City Manager to execute all documents related to the contract on behalf of the city.

An independent auditor annually reviews the financial records of the city and prepares an opinion and any recommendations for improvement pertaining to the financial condition of the city. The previous contract with Yeo & Yeo, PC for these services expired in May 2022.

A Request for Proposal (RFP) for the provision of independent financial auditing services for the city was posted in the Kalamazoo Gazette and on BidNet where 168 suppliers were matched and notified of the bid opportunity. Additionally, five local contractors were notified of the RFP. Three proposals were received on May 31, 2022, and Yeo & Yeo, PC submitted the lowest and best proposal for providing this service to the city. Yeo & Yeo PC has significant auditing experience with government entities, serving over 130 government clients, including the cities of Ann Arbor, Farmington Hills, Rochester Hills, St. Clair Shores, Midland, and Saginaw, and has provided excellent services to the City of Portage during the previous contract.

It is recommended that the City Council award a six-year (one base term year and five one-year option renewals) financial auditing services contract to Yeo & Yeo, PC of Portage, Michigan, at a contract amount not to exceed \$253,575, and authorize the Acting City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funding is included in the 2022-2023 budget for the fiscal 2021-2022 audit. Funds necessary for the audits of future fiscal years will be budgeted accordingly.

Attachments: 1. RFP Tab - Financial Auditing Services

**2022 RFP FINANCIAL AUDITING SERVICES
PROFESSIONAL SERVICES
PROPOSAL TABULATION**
PROPOSAL OPENING MAY 31, 2022 AT 3 PM

Yeo & Yeo, PC	\$	253,575.00
710 E. Milham Portage, MI 49002		

Maner Costerisan	\$	263,950.00
2425 E. Grand River Ave. Suite 1, Lansing, MI 48912-3291		

Rehmann Robson LLC	\$	307,300.00
675 Robinson Road Jackson, MI 49203		

Opened by:  _____
Victoria Barboza, Purchasing Manager

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Consolidated Drain Rehabilitation

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Award a contract to perform design and construction engineering services for the Consolidated Drain Rehabilitation to Eng., Incorporated in the amount not to exceed \$147,970 and authorize the Acting City Manager to execute all documents related to the contract on behalf of the city.

In 1998, the City of Portage conducted a stormwater study to identify sources of pollution in Portage Creek, a tributary to the Kalamazoo River. The study was completed in preparation for Phase II Storm Water regulations and a total maximum daily load (TMDL) phosphorus reduction program for the Kalamazoo River. The Consolidated Drain, an open channel waterway that conveys stormwater runoff from approximately 750 acres of the urban core surrounding the retail hub, was identified as the single largest contributor of nonpoint source pollution to Portage Creek within the city. The Consolidated Drain outlets to Portage Creek in the vicinity of the Celery Flats Interpretive Center and Garden Lane.

A Consolidated Drain Improvement project was completed in 2001 which included the creation of a regional stormwater recharge facility through the establishment of approximately 10 acres of wetland along with sedimentation devices south of Romence Road and west of South Westnedge Avenue, elimination of several small private storm water retention basins, and construction of Millennium Park with a new recreational trail along the new wetland. The 2020-2021 Capital Improvement Program includes funds for the rehabilitation of the Consolidated Drain. Preliminary investigation was required for completing the request for engineering proposals. This investigation included but was not limited to video inspection of storm sewer pipe and culverts; and survey of accumulated sediment in forebay. The preliminary investigation found that repairs are required to a section of the large diameter storm water pipe that has failed and the South Westnedge Avenue culvert crossing. In addition, removal of accumulated sediment in the forebay is necessary. These additional steps necessitated the project to be carried over to this fiscal year.

A Request for Proposal for design and engineering services for the Consolidated Drain Rehabilitation project was posted in the Kalamazoo Gazette, on the City of Portage LinkedIn and Twitter accounts, and on BidNet where 161 suppliers were matched and notified of the project. Four local consultants were also notified of the opportunity. Six consultants attended the pre-proposal meeting and demonstrated an interest in participating in the proposal process. On June 16, 2022, one proposal was received for design and engineering services for the Consolidated Drain Rehabilitation from Eng., Incorporated. While Eng., Incorporated has not performed consulting services for the city, they have received numerous Michigan Association of County Drain Innovation and Excellence awards, and the consultant's Project Manager

for this project participated in several city projects while working for a different firm. The staff has reviewed the proposal and determined that the cost is reasonable and customary for the work.

It is recommended that City Council award a contract to Eng., Incorporated, to perform design and construction engineering services for the Consolidated Drain Rehabilitation in the amount not to exceed \$147,970 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Sufficient funds are available in the 2020-2021 Water Capital Improvement Budget.

Attachments:

1. Proposal Tabulation PES Consolidated Drain Rehab
2. Consolidated Drain Project Area - Figure 1

**2022 RFP PROFESSIONAL ENGINEERING SERVICES
FOR CONSOLIDATED DRAIN REHABILITATION
PROFESSIONAL ENGINEERING SERVICES
PROPOSAL TABULATION**
PROPOSAL OPENING ON JUNE 16, 2022 AT 3 PM

Eng., Inc.	\$	147,970.00
2311 E Beltline Avenue SE, Suite 201, Grand Rapids, MI 49546		

Opened by:  _____
Victoria Barboza, Purchasing Manager

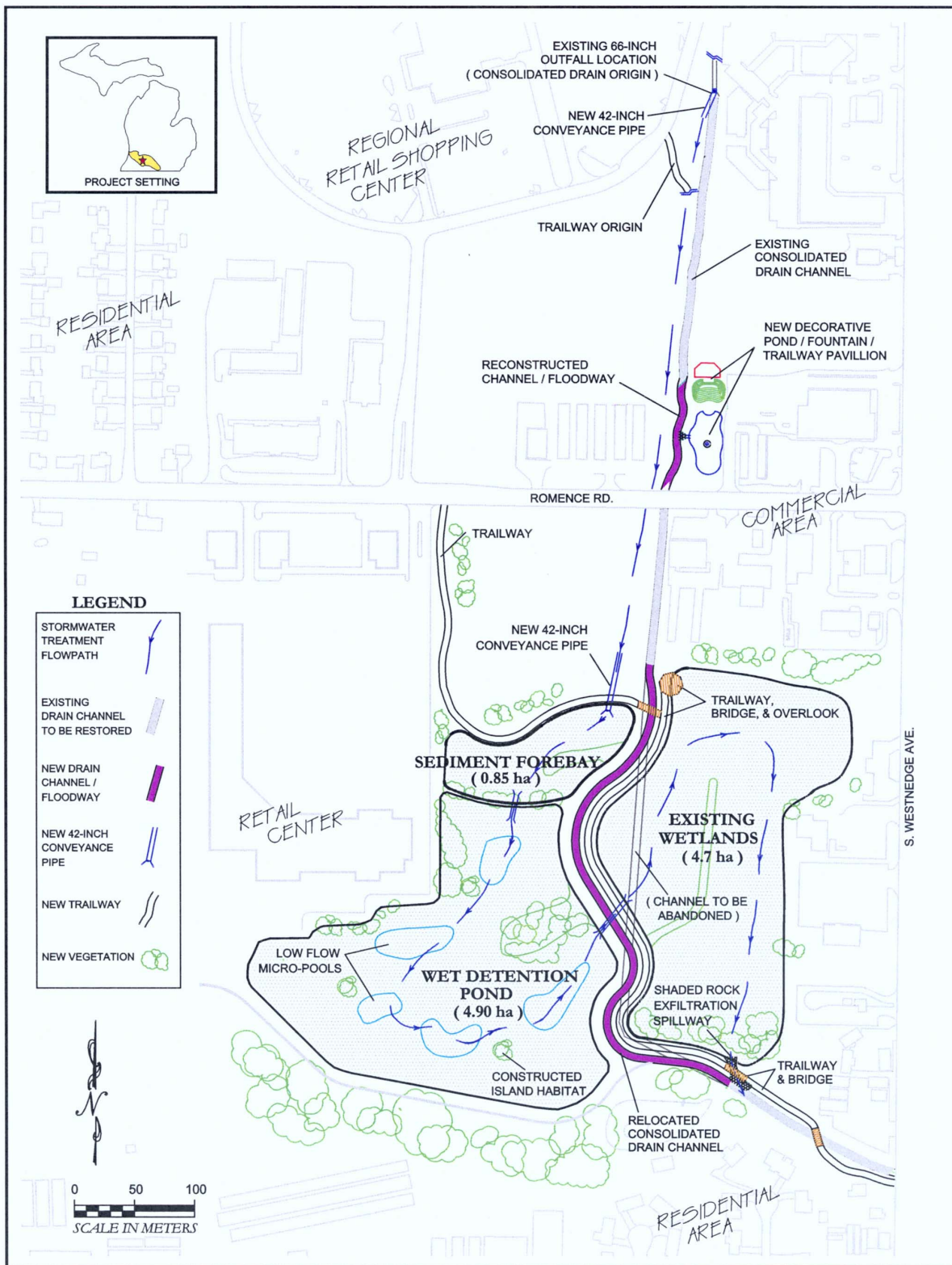


Figure 1. Consolidated Drain Regional Stormwater Treatment System and Railway Facility Conceptual Design.

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Portage Police Officers Association Collective Bargaining Agreement - July 1, 2022 to June 30, 2025

SUPPORTING PERSONNEL: Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Approve the Portage Police Officer Association, a Unit of the Fraternal Order of Police, Kalamazoo Lodge #98 Collective Bargaining Agreement for the period of July 1, 2022, to June 30, 2025, and authorize the Mayor and City Clerk to sign the same.

The current Portage Police Officer Association (PPOA) contract will expire on July 1, 2022. The City Administration and the PPOA met several times to address mutual concerns. Those meetings concluded with an agreed three-year contract. On June 8, 2022, the union met and ratified the agreement. A summary of the key points follows:

- Paid personal business leave, funeral leave, and sick days were changed from eight (8) hours per day to one working day to reflect the various shifts the union works (eight, ten, or twelve-hour days).
- The city increased the contribution to retiree health insurance from \$261,000 to \$276,000 in 2023 and to \$291,000 in 2024 and 2025. The staff has been increased and the additional contributions will help maintain the current retirement point system. This will also allow for the PPOA to redesign the plan to allow for earlier retirement if desired.
- The promotional process has been completely redesigned to provide a process that all agree will be fair and transparent.
- The pay range will be increased by 4.5% for three years for the patrol group. Detectives will receive a set percentage above the patrol group. These increases will allow the Portage Department of Public Safety - Police Division to remain competitive with neighboring police agencies.
- The city increased the amount of compensatory time the union is able to accrue to be more comparable to neighboring police agencies.
- The city agreed to pay out holiday time above forty (40) hours in exchange for the accruals to be done on an annual basis instead of off of an employee's anniversary date to streamline the amount of work for payroll.
- The Money Purchase Plan for employees hired after July 1, 2012, was increased to 13% if the employee is contributing at least 3% to the 457 plan. The employee may choose to contribute 1% to 3% to the 457 plan and the city will match the contribution. This was done to help reduce the disparity between employees hired prior to July 1, 2012, receiving 18% to the Money Purchase Plan. This will also be a useful recruiting tactic as many surrounding police agencies still have Defined Benefit Plans.

- The city added SWAT Officers to the Speciality Assignment bonuses.
- The clothing allowance for non-uniformed employees has been increased from \$999.96 per employee to 1.5% of the base salary (an approximate increase of \$200 on average).

It is recommended that City Council approve the Portage Police Officer Association, a Unit of the Fraternal Order of Police, Kalamazoo Lodge #98 Collective Bargaining Agreement for the period of July 1, 2022, to June 30, 2025, and authorize the Mayor and City Clerk to sign the same.

FUNDING: Funding is available in the FY 22/23 budget.

Attachments: 1. PPOA Agreement 2022 to 2025 (corrected)

AGREEMENT

between

THE CITY OF PORTAGE

and

THE PORTAGE POLICE OFFICERS ASSOCIATION,
A UNIT OF THE FRATERNAL ORDER OF POLICE, KALAMAZOO LODGE #98

July 1, 2022 to June 30, 2025

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AGREEMENT

THIS AGREEMENT entered into this day of July 2022, by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer" and the PORTAGE POLICE OFFICERS ASSOCIATION, a unit of the Fraternal Order of Police, Kalamazoo Lodge #98, hereinafter referred to as the "Association".

WITNESSETH:

The general purpose of this agreement is to set forth the wages, hours, and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Association and the community. Recognizing that the interests of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient manner to the community, the Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I

RECOGNITION

1.1 Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Portage Police Officers Association, as the sole and exclusive bargaining representative for all of its police patrol officers, detectives, and police service technicians, excluding command officers and all other employees employed by the Portage Police Department.

1.2 Non-Discrimination. The Employer and the Association agree that neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, marital status, political belief, religion, national origin, veteran status, height, weight or protected disability, nor shall the Employer or its agents, nor the Association, its agents or members, discriminate against any employee because of his membership or non-membership in the Association.

1.3 Management's Rights. The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the employees are vested solely and exclusively in the Employer. This means that, subject to the specific terms of this Agreement and by way of illustration and not limitation, the Employer has the right to (a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services or methods of operation; (b) introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) determine the number, location, and type of facilities and installations; (d) determine the size of the work force and increase or decrease its size; (e) hire, assign, and lay off employees; (f) permit City employees other than Police Department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency; (g) direct the work force, assign work and determine the number of employees assigned to operations; (h) establish, change, combine, or discontinue job classifications; (i) determine lunch, rest periods, and cleanup times, starting and quitting times, and the number of hours to

be worked; (j) establish work schedules; (k) discipline and discharge employees for cause; (l) adopt, revise, and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereafter without notice to the Association; (m) transfer, promote, and demote employees from one classification, department, or shift to another; (n) select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competency of employees to perform available work.

1.4 Association Activity. The Association agrees that except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours, there shall be no Association meetings held on City property unless authorized in writing by the Employer.

1.5 Employer Domination or Assistance. The Employer will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement.

1.6 Gender Clause. In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE II

ASSOCIATION SECURITY AND DUES CHECK-OFF

2.1 Union Membership. All members of the bargaining unit, may at their option, become or remain members of the Association.

2.2 Checkoff. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer by the first working day of each month, the Employer will deduct from their pay each pay period, the appropriate amount of the monthly Association dues, initiation fees, or service fees as designated by the Association and shall promptly remit any and all amounts so deducted to the Association.

2.3 Indemnification. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or any other form of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Grievance Definition. A grievance shall be defined as any dispute regarding the meaning, application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

3.2 FIRST STEP. An employee's grievance shall be submitted in writing to his immediate supervisor. All grievances shall state the facts upon which they are based, when they occurred, specifying the Article and Section of the contract allegedly violated, shall be signed by the employee who is filing the grievance and shall be submitted to the employee's immediate supervisor within five (5) working days after the occurrence of the event upon which said

grievance is based or when the employee becomes aware or should have become aware of the facts upon which it is based. The employee's immediate supervisor shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance.

3.3 SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his Association grievance chairman or his designated representative shall notify the Employer in writing within ten (10) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the Director of Public Safety – Police/Fire Chief and/or someone designated by him shall meet with the grievant and Association representative within five (5) working days after receipt of the request to consider the grievance. The Director of Public Safety – Police/Fire Chief or his designated representative shall give a written answer to the aggrieved employee and his Association representative within ten (10) working days after the date of this meeting.

3.4 THIRD STEP. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and his Association representative shall notify the Employer in writing within ten (10) working days after receipt of the Second Step answer of the desire to appeal the grievance. If such request is made, the grievance shall be reviewed at a meeting between the Employer and/or its designated representative, the grievant and the Association representative within fifteen (15) working days after receipt by the Employer of the notice of desire to appeal the grievance. A written answer shall be given by the Employer or its representative to the aggrieved employee and the Association representative within fifteen (15) working days after the Third Step meeting.

3.5 Arbitration. If the grievance has not been settled in the Third Step, the Association or the Employer may submit the matter to arbitration provided such submission is made within twenty (20) working days after receipt of the Third Step answer.

(a) All matters submitted to arbitration shall be submitted to a panel provided by the Michigan Employment Relations Commission in accordance with its Voluntary Rules and Regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The parties further agree that any claim for money or benefits arising under a retirement claim or dispute, shall only be decided by a certified actuary, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Association. If a fee is charged following an adjournment by either party, the adjournment fee shall be paid by the party that cancels the scheduled arbitration date.

3.6 Class Action. A grievance may be filed on behalf of the entire membership, when the facts show that it affects a majority of the bargaining unit, by the chairman of the Association's grievance committee and shall be processed starting with the Second Step of the grievance procedure.

3.7 Third Step Meetings. Meetings provided for in the Third Step of the grievance procedure shall start not later than 3:00 p.m. on the day for which they are scheduled. The Association's committee shall not exceed a total of two (2) in number.

3.8 Grievance Committee. The Employer shall be promptly informed in writing as to the names of five (5) bargaining unit members who have been designated as the Association's grievance representatives. The Employer shall be promptly informed in writing of any changes therein.

3.9 Work Days. Wherever the words "working days" are used in this Agreement, they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

3.10 Association Time Off. An Association representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances and arbitrations as provided for in this grievance procedure. However, the Association representative shall first obtain permission from the on-duty team leader prior to leaving his duty station to investigate and/or process grievances and arbitrations recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the on- duty team leader shall not reasonably deny the Association representative the necessary time off.

(a) Officers and members covered by this Agreement who have been elected or appointed by the Association shall be compensated at their regular rate for time lost from work during their regular working hours while on official Association business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed two (2) employees).

3.11 Time Limits. Time limits at any step of the grievance procedure may be extended only by mutual agreement which shall be confirmed in writing. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Association may process the grievance to the next step. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer. If the City fails to answer a grievance within the time limits at any step of the grievance procedure, that failure constitutes a denial of the grievance on the due date of the answer.

ARTICLE IV

DEPARTMENTAL INVESTIGATIONS

4.1 Procedure. In the event a complaint or a policy violation allegation is filed or requested against any employee covered by this Agreement, the following investigatory procedure shall apply:

(a) The questioning of a member of the department shall be during his regular tour of duties whenever practicable, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters. Employees will be permitted to have a Union representative with them in the room during any interview concerning allegations of misconduct or policy violation by the employee. The employee's representative shall not interfere or impede an investigation but will be allowed to ask confirming and clarifying questions and provide additional information that

may assist in the investigation. When possible the union shall provide such information in advance of the questioning.

(b) The member of the department being investigated shall be informed in writing of the nature of the investigation before any interrogation commences, the employee shall be informed in writing whether any possible criminal charges or disciplinary action might result from the investigation and the complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he shall be informed of the charge and the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the internal investigation. Any internal investigation of a complaint about an employee's conduct, the employee must answer questions as directed by the investigating supervisor, and such questions must be narrowly, specifically and directly related to the issue being investigated.

(c) If an employee is placed under arrest or is a suspect or target of a criminal investigation, any related internal department misconduct or policy violation investigation will not occur until after the completion of the criminal investigation. In the event of a criminal investigation, all time limits related to departmental investigations and discipline found in this agreement are suspended until the completion of the prosecutorial decision on criminal charges. Any subsequent or related internal investigation questioning shall be compelled and Garrity protection will apply.

(d) Where notification of the employee would not jeopardize the investigation, the complaint will be brought to his attention through written notification within fifteen (15) days of the complaint form or Policy Review form being completed. No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record (although the disciplinary action may still be taken), unless the above provision is complied with.

(e) Complaints shall be investigated in a timely manner without unreasonable delay. Investigations will normally be completed within seventy (70) working days of the date the complaint or policy review form is completed.

(f) Within seven (7) calendar days of the completion of the investigation, the employee will be informed whether a Loudermill hearing will be necessary and a date for that hearing will be set. The Union will be given a copy of the complete investigation prior to the Loudermill hearing upon request. After the union receives the complete set of investigation materials, the union and Director of Public Safety will set a pre-Loudermill case conference to discuss possible resolution. Within ten working days after the Loudermill hearing is completed the employee will be notified of the results and be notified of the discipline, if the charge is sustained.

(g) Time limits at any step of the procedure may be extended only by mutual agreement which shall be confirmed in writing. Neither party will unreasonably withhold consent to such an agreement.

(h) In the event that there is a related criminal charge being investigated, or expected to be investigated, in conjunction with the complaint or policy violation, the internal investigation may be postponed until the criminal charge is concluded. Any subsequent or related internal investigation questioning shall be compelled and Garrity protection will apply. Any criminal investigations will be conducted by an external law enforcement agency whenever possible.

No record of any department investigation made as a result of a complaint will be placed in an employee's personnel record unless the complaint is determined to be sustained.

(i) If the investigation report contains any reference to prior discipline, only previous discipline that has been issued within the previous two years or is related to or similar in nature to the ongoing investigation will be included on the internal investigation report.

4.2 Disclosure. Upon written request, the Association shall receive specific documents or records available to the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this section. Upon request, prior to arbitration, all documents not previously provided or exchanged which either party intends to use as evidence will be forwarded to the other party; however, such response shall not limit either party in the presentation of necessary evidence. Documents requested under this section shall be provided in a timely manner.

ARTICLE V

DISCHARGE AND SUSPENSION

5.1 Discharge or Suspension. In the event an employee under the jurisdiction of the Association shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, he shall be allowed to discuss his suspension with his Association representative. Such suspension or discharge may constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Human Resources Department Office under Step Three of the grievance procedure within five (5) working days after such discharge or after the start of such suspension.

5.2 Back Pay. In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of discharge less such compensation as he may have earned at other employment during such period.

ARTICLE VI

SENIORITY

6.1 Seniority. Bargaining Unit seniority shall be defined as an employee's length of continuous service in a position within the bargaining unit since his/her last hiring date, except as provided in section 6.5. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been justifiably discharged. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he/she has successfully completed his/her probationary period and shall include only that time spent in the classification as a permanent employee, since his/her last hiring date with the City. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs except as hereinafter provided. In all references to seniority in this Agreement it is recognized that separate and distinct lines of seniority apply to the classification of sworn Police Officers and civilian employees.

6.2 Probationary Employees. All employees shall be probationary employees during their first twelve (12) months of employment since their last hiring date, or since the date they were sworn into the department, whichever is later. The purpose of the probationary period is to provide an opportunity for the Employer to determine to its own satisfaction, whether an employee has the ability and other attributes which will qualify him for regular employee status. At the discretion of the Director of Public Safety, the probationary period can be extended up to three (3) months if, in the Director's opinion, the additional time may enable the officer to successfully complete the probationary period. During the probationary period the employee may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service and without recourse to the grievance procedure.

(a) When an employee is promoted to a higher paying job classification within the bargaining unit, he/she shall be on job probation in the classification into which he is promoted for a period of six (6) months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he/she demonstrates in the discretion of management that he/she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall return to the last previous job classification he/she had permanently occupied.

6.3 Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be provided upon request by the Union. Employees hired on or promoted after July 1, 1985 on the same date shall have their name appear on the seniority list in alphabetical order by last name sequence. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

6.4 Seniority Termination. An employee's seniority shall terminate:

(a) If he quits, retires, or is justifiably discharged.

(b) If following a layoff he fails or refuses to notify the Employer of his intention to return to work within seven (7) calendar days after written notice by certified mail of such recall is sent to his last address on record with the Employer, unless the Director of Public Safety – Police/Fire Chief or his designated representative is informed in writing by the employee that he will be on vacation and will not be able to be reached at a specific location, in which event he shall not be subject to recall until he has notified the Director of Public Safety – Police/Fire Chief or his designated representative of an address where he can be reached (during such time employees with less seniority may be recalled to work pursuant to Section 6 of this Article, subject to the bumping rights of the vacationing employee) or, having notified the Employer of his intent to return and fails to do so within fourteen (14) calendar days after such notice is sent.

(c) If he is absent for two (2) regularly scheduled working days without notifying his Command Officer or the Director of Human Resources prior to or within such two (2) day period of a justifiable reason for such absence, unless it was impossible for such notice to be given.

(d) If he accepts employment elsewhere while on a leave of absence, unless he has the prior written approval for such employment from the Director of Public Safety – Police/Fire Chief, or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave; or at the expiration of a medical leave of absence that consists of a period of two (2) consecutive years.

(e) When he has been laid off for a continuous period of time in excess of twelve (12) consecutive months.

6.5 Return to Bargaining Unit. If an employee is promoted to a position under the Employer, not included in the bargaining unit and during the probationary period is returned to the bargaining unit for any reason, the employee will return to the job classification from which promoted and have the time spent in the promoted position credited to him/her for purposes of bargaining unit and classification seniority. If an employee returns to the bargaining unit as a result of a lay-off from the PPCOA, the employee will return to the job classification held at the time of promotion with the seniority in place at the time the employee was promoted from the bargaining unit. If the employee returns to the bargaining unit for any other reason after the probationary period is completed the employee shall return to the police officer job classification with the bargaining unit and classification seniority he had at the time he was promoted.

6.6 Layoff. When it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the employee or employees with the least amount of classification seniority shall be the first ones removed therefrom. Employees thus removed from the job classification shall exercise their classification seniority, as defined in Section 6.1 of this Article, in any lower-rated bargaining unit classification in which they have permanently occupied during their employment with the Police Department. Employees thus displaced from their job classification shall exercise the same right. An employee who is laid off or bumped from a classification will be recalled to that position if an opening occurs within two (2) years of the layoff or bump, provided the employee has performed at a satisfactory level since the time he/she was laid off or bumped from the classification.

ARTICLE VII

LEAVE OF ABSENCE

7.1 Personal Leave of Absence. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee, provided, in the judgment of the Employer, such employee can be spared from his work. Beginning July 1, 1982, each employee will receive one (1) working daypaid personal business leave each year which will be scheduled at the employee's request subject to the approval of the Director of Public Safety– Police/Fire Chief.

7.2 Medical Leave of Absence. An employee on a medically related absence shall be placed on a medical leave of absence. To extend his or her full employment status, with benefits, the employee must first utilize accumulated sick leave, vacation days, and holiday leave days. In the event an employee (who has exhausted the foregoing, and who, because of any medical condition remains physically unable to report for work) wishes to extend his or her employment seniority, his/her medical leave of absence will be extended at his/her request without pay or benefits and without loss of seniority, provided he promptly notifies the Employer of the necessity therefor, and provided further, that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. All medical leaves shall expire no later than one (1) year after the first day of a non-work medically related absence and two (2) years after the first day of a work related absence. The maximum extent of the leave as provided for in this paragraph shall be specified in writing to the employee at the time a request is granted. While on approved medical leave of absence, the employee shall be allowed to keep his/her gun, badge, and I.D. cards. Association members will be subject to the terms outlined in the City's Family and Medical Leave Policy.

(a) For an Association member requesting leave for the placement or care of a child or newborn, care for a family member, qualifying military exigencies, or to care for a covered service member. Association members will have the option to use available vacation on a 1:2 weekly basis to unpaid leave with the vacation pay substituted the first week of leave (with every third week thereafter being paid using accrued vacation) or they may choose to use accrued sick time, vacation time, personal time or preference holidays may be used for the entirety of the approved leave.

7.3 Military Leave of Absence. A regular employee who enters the military service of the United States by enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

7.4 Association Leave. Officers elected or appointed to the Association's Executive Board or the Pension Board, providing authorization has been obtained from the Executive Board and furnished in writing to the Director of Public Safety – Police/Fire Chief, shall be allowed up to a combined total of one hundred thirty-two (132) hours per fiscal year for the purpose of attending to Association business and conventions without loss of pay or benefits

provided: (1) the granting of such leave would not result in a shortage of sufficient officers and result in the required payment of replacement overtime as determined by the Director of Public Safety – Police/Fire Chief or his designee.

7.5 Military Reserve. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leave of absence for such purposes must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received as regular pay from the Employer had they worked during such period. The compensation thus paid by the Employer shall not exceed the difference in pay for a period of two (2) weeks (eighty (80) regularly scheduled working hours) in any one (1) calendar year.

7.6 Funeral Leave. Bargaining unit employees shall receive up to twelve (12) hours of pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) working days, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, employee's grandparents, children, grandchildren, brother, sisters, brother-in-law, sister-in-law, grandparents-in law and children for whom the employee has Full Legal Guardianship (not to include temporary or limited Guardianship) and has provided the documentation of this Guardianship to the Department of Human Resources prior to the leave; and, to be eligible for such pay the employee must attend the funeral. An additional two (2) working days shall be allowed for the death of the employee's current spouse, parents, children, stepchildren and grandchildren.

7.7 Jury Duty. The Employer agrees that when a bargaining unit employee is called for jury duty, he should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he would have earned had he been able to work his entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section.

7.8 Application for Leave of Absence. With the exception of an unplanned medical leave of absence, leaves of absence referred to in this Article must be applied for prior to taking such leave by the employee and approved by his supervisor in order to preserve the employee's job rights during such leave. All requests for leaves of absence pursuant to Section 7.6 above described must be confirmed by the employee in writing within five (5) working days after the employee's return.

7.9 Firearms Return. Employees who pursuant to law are not permitted to carry a gun or who are found to be mentally or psychologically unfit as determined under Section 10.1 of this Agreement, or is suspended (paid/unpaid) as a result of disciplinary action will immediately surrender any/all City owned firearms issued to the employee by the City..

ARTICLE VIII

SICK LEAVE

8.1 Accumulation. Full-time bargaining unit employees, starting with their second (2nd) month of continuous employment by the Employer shall accumulate paid sick leave credits on the basis of eight (8) hours per month. Part-time employees starting with the second (2nd) month of continuous employment by the Employer shall accumulate paid sick leave credit on the pro-rated basis set forth in an October 20, 2011 arbitration award involving the parties.

8.2 Request for Sick Days. In order to qualify for sick leave payments, the employee must report to the on-duty team leader or his designated representative not later than one (1) hour before his normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. In addition, thereto, if an employee is absent two (2) or more days, said employee must notify the department by 4:00 p.m. on the day preceding his intended date of return.

8.3 Eligibility for Sick Days. Qualified employees shall be eligible for paid sick leave (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-duty illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs (this does not apply to time missed due to the treatment of substance abuse), or was not attributable to causes occurring while performing work for which he is paid by someone other than the Employer.

(b) When an employee's absence from work is necessitated because of an illness or injury arising out of or in the course of his employment by the Employer and which is compensable under the Michigan Workers' Compensation Act, the Employer will pay such employee the net difference (taking into account the fact that Worker's Compensation payments are not subject to federal income or social security tax or state income tax) between what the employee receives in compensation under such Act and what he would have received for the time necessarily lost from his regularly scheduled duty days due to such illness or injury for a period of not to exceed twenty-six (26) weeks in any twelve (12) consecutive months. When an employee is no longer eligible for the payment from the Employer above referred to, thereafter he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the duty days on which such necessary absence occurred on his regularly scheduled hours.

(c) The Employer may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence. If an employee's attending physician fails to give an estimated return to work date, the Employer may ask for a second opinion from a physician of the Employer's choice, paid for by the

Employer, to substantiate the need for the sick leave following a period of absence that exceeds the later of 6 weeks or the period of any FMLA leave time taken by the employee. If the employee disagrees with the findings, a third doctor mutually satisfactory to the Employer and the Association will be chosen to examine the employee and his/her findings will be binding on the employee, the Employer, and the Association. The fee charged by the third doctor will be paid by the Employer. In either event, the employee may request a physician of the same sex.

(d) In the event an employee is temporarily disabled to the extent that he is unable to perform all of the duties and functions normally required of him, the Director of Public Safety – Police/Fire Chief, in his judgment, may approve his returning to work on a limited duty basis. It is understood and agreed that the Director of Public Safety – Police/Fire Chief has the sole and complete discretion to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

(e) An employee may use up to eight (8) working days of sick leave in any twelve (12) consecutive month period for the critical illness or injury of an immediate family member (current spouse, parent, child, step-child or child for whom the employee has Full Legal Guardianship (not to include temporary or limited Guardianship) and has provided the documentation of this Guardianship to the Department of Human Resources prior to the leave) during hospitalization, hospice care treatment or necessary home health care following hospitalization, (where the need for the home health care is documented by a physician). Sick leave shall not apply to dependent illnesses or injuries such as mumps, chicken pox, influenza, hepatitis, mononucleosis, broken bones (unless critical illness results), dental care, or any related illness or injury which does not require immediate emergency hospitalization, nor shall it apply to outpatient visits to doctor's offices or clinics for diagnosis or treatment not requiring hospitalization. Part-time employees may use up to four (4) working day hours of sick leave in any twelve (12) month period as defined above.

8.4 Accumulation. Whenever sick or emergency leave payments are made under this Article the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits. The maximum total accumulation for employees who are hired prior to December 11, 2012 shall not exceed 1,400 hours and the maximum total accumulation for employees hired on or after December 11, 2012 shall not exceed 1,000 hours.

8.5 Sick Bank Payoff. Employees who have been continuously employed by the Employer for fifteen (15) years from their date of hire shall be paid for fifty percent (50%) of the employee's unused accumulated sick bank (with 700 hours as the total maximum of such payoff for employees hired prior to December 11, 2012 and 500 hours being the total maximum payout for employees hired on or after December 11, 2012) at the employee's current base rate on the date of separation from employment.

In the event of death while an employee of the Employer, the employee's beneficiary, as designated by the employee on a beneficiary form supplied by the City, shall be paid for fifty percent (50%) of the employee's unused accumulated sick leave bank (with 700 hours as the total maximum of such payoff for employees hired prior to December 11, 2012 and 500 hours as

the total maximum of such payoff for employees hired on or after December 11, 2012) at the employee's current base rate at the time of death.

ARTICLE IX

INSURANCE

9.1 Life Insurance. The Employer agrees to pay the monthly premium for group double indemnity life insurance coverage under the Employer's present plan for full-time employees as follows:

Police Officers and Detectives: \$30,000

PSTs: \$20,000

Employees may purchase, at their own expense and at the City's group rate, additional life insurance coverage in the amounts set forth above. The Employer also agrees to provide \$1,000,000 false arrest and general liability insurance for each bargaining unit employee while on duty.

9.2 Health Insurance. Effective February 1, 2017 the Employer agrees to provide one health insurance plan, BCN-500. Coverage levels under the BCN-500 plan are: Physician office calls - \$20 co-pay; Consulting Specialist office call - \$30 co-pay; UX/ER \$35/\$150 after deductible; Deductible - \$500/\$1000; Rx - \$6/\$25/\$50/\$80/20%, subject to unilateral changes made by the carrier. An insurance committee will meet annually by July 15th to discuss health insurance options, issues and concerns. The insurance committee will include a representative from the Union and City representatives. The vision rider is Blue Vision 12/12/12. For coverage under the health insurance plan, effective February 1, 2017, the employer will pay a maximum amount up to the annual premium caps per limites established under Public Act 477 as adjusted annually. Employees will pay their share of the premium through payroll deduction. The Employer can provide comparable benefits through another insurance carrier licensed to do business in the State of Michigan.

Any employee who can provide evidence of coverage and elects to opt out of the City insurance plan shall receive a monthly cash payment equal to 40% of the monthly premium paid by the City for single, double, or family, whichever is applied to the employee. Payment shall be made through the regular payroll system.

The City will provide an optional medical flexible spending plan.

9.3 Dental Insurance. The Employer agrees to provide Delta Dental group insurance, limited as follows: one hundred percent (100%) of treatment costs paid by Delta Dental on Class I Benefits (preventive, diagnostic, and emergency palliative); seventy-five percent (75%) on Class II Benefits (including radiographs, oral surgery, endodontics, periodontics, relines and repairs, minor and major restorative services); fifty percent (50%) on Class III (prosthodontics) and Class IV (orthodontics) Benefits. The maximum benefit shall be One Thousand Dollars (\$1,000.00) per person total per contract year on Class I, Class II and Class III services. Payment for Class IV benefits shall not exceed a lifetime maximum of One Thousand Dollars (\$1,000.00) per eligible person.

The Employer can provide comparable benefits through another insurance carrier licensed to do business in the State of Michigan. Before deciding to switch the insurance carrier, the City will present its reasons and supporting data to the Union for the Union's review and comment.

9.4 Long-Term Disability. The Employer shall provide, at its sole expense, a long-term disability policy for all full time employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's salary (calculated as of the time of the disability), with such disability payments commencing not later than ninety (90) working days (or eighteen (18) weeks) after the date of such disability. Said policy shall further provide that the provisions for two-thirds (2/3) of income as set forth above shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment in excess of the two-thirds (2/3) of income provided by the carrier, notwithstanding any other provision of this contract.

9.5 Retiree Health Insurance. Effective July 1, 1989, the City shall add retiree health insurance to its health insurance coverage provided to bargaining unit members. The Employer shall maintain the retiree's health insurance feature as a part of its insurance coverage.

Eligible retirees and their eligible spouses may participate in the retiree insurance plan consisting of the same Blue Care Network plan or other health insurance plan offered to regular (active) employees (when non-Medicare eligible) or the BCN Medicare Advantage Plan Mid-Option (when Medicare eligible). Retirees and spouses must maintain Medicare Parts A & B to be eligible for coverage in the BCN Medicare Advantage Plan. An additional eligibility criterion of Blue Care Network is that the retiree must be enrolled in a Blue Care Network City of Portage (PPOA) group plan for the spouse to be eligible to be enrolled in either of the Blue Care Network retiree health plans (not including coverage under COBRA). To be covered by the City health insurance plan, the retired employee desiring health insurance coverage shall obtain same by enrolling in and paying the required premium by the due date stated on the invoice to the Employer through payments from the PPOA Union and/or the retiree. Eligible retirees shall have open entry to the retiree health insurance plans, subject to the policy of the carrier. If BCN eliminates the BCN Medicare Advantage Plan (Mid-Option), it will be the responsibility of the Association to seek out and propose a replacement plan to the Employer within ninety (90) days of BCN's notice of elimination. If the Association fails to do this, the Employer will no longer be obligated to carry coverage for Medicare-eligible retirees and spouses.

The City shall have no obligation to pay any health insurance premium for a retired employee. The Employer shall make payments to the Association's retiree health insurance fund as follows:

July 1, 2022	\$261,000
July 1, 2023	\$276,000
July 1, 2024	\$291,000
July 1, 2025	\$291,000

It shall be the Association's exclusive responsibility to administer this fund, to determine the amount of benefit payments each retiree is eligible for and the rules of said eligibility and in all manner to regulate and control this fund. This fund shall be administered in accordance with all applicable laws and regulations. The Employer shall have no responsibility for the administration of this fund or to pay health insurance premiums for retirees. The Association shall promptly notify the Department of Human Resources of any changes to where the contributions and payroll deductions described in this section are to be mailed.

9.6 Cafeteria Plan. If the City establishes a cafeteria-style insurance plan in the future for non- Union employees, the City will allow bargaining unit members to participate in such a plan on the same basis, but at the same Employer expense level provided by this Agreement. Furthermore, bargaining unit members will not be permitted to select a cafeteria plan as an individual, but must either elect such a plan as a unit, or not elect a plan.

ARTICLE X

BASIC REQUIREMENTS

10.1 Physical Fitness. The Employer reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being in a reasonable proportion to his height. Such action shall only be taken if a physical or mental examination performed by a doctor of the Employer's choice, at the Employer's expense, reveals such physical or mental unfitness. Physical examinations will be performed by a medical doctor, while mental examinations will be performed by a Psychiatrist or Psychologist in accordance with IACP standards. If the employee disagrees with such findings, then the employee, at his own expense, may obtain a physical or mental examination from a doctor, Psychiatrist or Psychologist, as described above, of his choice. Should there be a conflict in the findings of the two examinations, then a third examination will be given by a doctor, psychiatrist or psychologist, as described above, mutually satisfactory to the Employer and the Association. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and Association.

(a) Whenever an employee is prescribed medication, he/she must inquire of the prescribing doctor if the taking of the medication will affect his/her ability to safely perform his/her job. If the prescribing doctor indicates that it will have such an effect, the employee must immediately report that fact to the Director of Public Safety - Police/Fire Chief.

(b) Health Management Program. Employees must undergo an annual physical examination, during each contract year, July 1st through June 30th. Annual physical exams are the responsibility of the employee and will be given by the employee's primary care physician's office or a medical provider designated by the primary care physician. Employees on a City-provided health insurance plan will not pay an amount in excess of the co-pay amount paid by an employee for the office visit of the annual physical (not including testing and other follow-up costs). Employees who have opted out of City health insurance coverage will bear the full cost of the annual physical. The employee will furnish to the Department of Human Resources a statement from the medical provider certifying that the physical examination was given within seven calendar days following the end of the contract year. The statement will be attached to

an e-mail and submitted to the Department of Human Resources using the following e-mail address: hmpsubmission@portagemi.gov. Employees who have successfully completed the HMP physical examination requirement during the previous contract year will receive a \$100 HMP award payable on the second full payroll of July.

(c) When an employee is absent from work for medical reasons for four or more days, or following surgery or hospitalization, and the absence is not associated to a line of duty incident, the employee will be required, consistent with the federal Family and Medical Leave Act, to provide medical documentation of (1) the continuing need for leave; or (2) the ability of the employee to return to work or to return to his/her regular work assignment. The employee will not be permitted to return to work or to return to his/her regular work assignment until the City has been provided with the requested medical documentation (in the format agreed upon by the Employer and Union) and is satisfied that the employee is able to return to work or to his/her regular assignment.

10.2 Licensing Requirements. Any employee who fails to meet any license requirement, standard or other requirement of the State of Michigan necessary to meet the normal requirements for his job shall be placed on a leave of absence without pay, benefits or seniority for up to a period of one (1) year at which time the employee will be terminated if said requirement is not met.

ARTICLE XI

OVERTIME

11.1 Overtime. Time and one-half an employee's regular hourly rate of pay shall be paid for all approved time necessarily spent on the job in excess of eight (8) hours per day or forty (40) hours in any work week, except as described below.

The above provision pertaining to the payment of overtime for all approved time necessarily spent on the job in excess of eight (8) hours per day is voluntarily waived, with the continued approval of the parties, for the purpose of allowing the scheduling of ten (10) and/or twelve (12) hour work days. Said provision shall continue to apply to hours worked in excess of forty (40) hours per work week or eighty (80) hours in a two week pay period (12-hour shift schedule). This sub-section is subject to full or partial revocation by either party with thirty (30) days' notice.

Bargaining unit employees may elect to receive compensatory time off, at the appropriate overtime rate, in lieu of receiving payment for overtime hours. Employees shall be allowed to accumulate up to a maximum of one hundred and sixty (160) compensatory hours and utilize compensatory time under the following guidelines:

- i. Compensatory Time Off, when elected, will be reported on the weekly time card. For each hour of overtime worked, an employee can elect to bank one and one half hours of compensatory time off. Records of employee accrued time will be maintained in the Police Department.
- ii. Compensatory Time Off, when elected, can be requested and scheduled consistent with the departmental procedure for vacation/holiday and the labor agreement.

- iii. Total accrued balances of Compensatory Time Off (not to exceed 160 hours) will be paid at the straight time rate of pay in the following circumstances:
 - a. Termination or resignation.
 - b. Retirement.
 - c. To the beneficiary, designated by the employee on the beneficiary form furnished by the City, in the event of death.
 - d. Upon written request to the Director of Public Safety – Police/Fire Chief, and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.

Police Officer and Detective: If an employee must actually work more than six (6) scheduled consecutive full days (i.e., not including holiday leave or vacation time) in any two (2) consecutive work weeks, and time worked on those six (6) days exceeds forty (40) hours, then time and one-half shall be paid beginning with the seventh consecutive day worked, and ending with the last such consecutive day worked (subject to payment of further overtime in the second consecutive work week if forty (40) hours are exceeded in that second week). If an employee on a 12-hour shift schedule works more than four (4) scheduled consecutive twelve (12) hour work days in any two (2) consecutive weeks and time on those days exceeds forty (40) hours, then time and one half shall be paid beginning with the fifth (5th) consecutive work day.

(a) When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than three (3) hours of over time pay for the work so performed, which shall count towards the eight (8) or twelve (12) hours per day or forty (40) hours per week/eighty (80) hours per pay period requirement for overtime pay. The three (3)hour minimum provision shall not apply to employees who are called in for periods of less than three (3)hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter. Officers' scheduled working hours shall not be changed to avoid the payment of overtime.

(b) When it is necessary for an employee to serve as an officer witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, with a minimum of two (2) hours being paid, provided he worked eight (8) hours per day or forty (40) or more hours during that work week or eighty (80) hours per pay period. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used.

c) The Employer agrees to conform to the requirements of the law with respect to approved in-service training time scheduled at a time other than during an employee's regular tour of duty and with respect to travel time to or from the designated location for said training, either after regularly scheduled duty hours or on days that he is not scheduled for duty. The eight (8) hour per day overtime provision specified in Section 11.1 shall not apply to such in-service training or travel.

(d) Scheduled overtime shall be posted and bargaining unit employees shall be allowed to sign up for scheduled overtime. If more employees sign up for a given overtime opportunity than are needed, the employee(s) with the most classification seniority available for the entire shift shall be given the overtime. Unscheduled overtime to fill in for absences shall

normally be filled by offering on a classification seniority basis, 1/2 of the shift to officers on duty and 1/2 of the shift to the officers scheduled to work on the shift immediately following.

Regarding 12-hour shifts, if unscheduled overtime is available, a list of employees wishing to be voluntarily called in on their off time will be established. The unscheduled voluntary overtime list will be on seniority basis. When an officer is at the top of the list, the supervisor will determine if they are able to work the available shift. The employee will be eligible if they are on their day off and will have been off work for at least eight (8) hours and will have at least 8 hours off after the completion of the overtime shift. A partial shift of six (6) hours will be offered if an employee is eligible and have eight (8) hours off before and after the overtime shift. If an employee lower in seniority accepts the full twelve (12) hour shift, they will bump the higher seniority officer from the overtime unless the higher seniority officer accepts the whole twelve (12) hour shift. If an officer is eligible, the supervisor will call to see if they accept or decline the overtime. If they decline, there is no answer, or they do not accept the entire twelve (12) hour shift, the supervisor will move down the list until the entire shift is filled.

(e) An employee may volunteer to work available overtime going into or coming off of a previously scheduled vacation or scheduled day off. However, subject to the below criteria, employees will not be forced to work any overtime going into or coming off of a previously scheduled vacation or their scheduled days off. In the event of a staffing situation leading to forced overtime, the overtime assignment procedure will be from low shift seniority to high shift seniority. If a scheduled vacation or day off is identified, then the Employer must go to the next highest employee in seniority to fill the overtime. If the above procedure fails to produce an employee to cover the overtime, then the least senior employee going into or coming back from scheduled days off on that shift will be assigned the overtime. If there is still no employee produced to work the overtime, then the least senior employee going into or coming back from a vacation will be assigned the overtime. This procedure does not apply to a situation in which the overtime work is necessitated by a late call for service, in which case the Employer may assign the overtime work to any employee in the applicable classification and shift.

Police Service Technicians: If an employee must actually work more than six (6) scheduled consecutive full days (i.e., not including holiday leave or vacation time) in any two (2) consecutive work weeks, and time worked on those six (6) days exceeds forty (40) hours, then time and one-half shall be paid beginning with the seventh consecutive day worked, and ending with the last such consecutive day worked (subject to payment of further overtime in the second consecutive work week if forty (40) hours are exceeded in that second week). Scheduled overtime shall be posted and employees shall be allowed to sign up for said overtime. If more employees sign up for a given overtime opportunity than are needed, the employee(s) with the most classification seniority available for the entire period shall be given the overtime. If an insufficient number of employees sign the posting, the Employer may assign the overtime in inverse order of seniority to qualified employees.

Non-scheduled absences shall be offered first to part-time employees on a non-overtime basis subject to Section 24.1 (n) of this agreement if overtime is required, it will be offered to employees on the basis of classification seniority who are on the overtime opportunity list, first to those available for the entire period, then to those available for a portion of the period. If overtime still exists, overtime will be assigned on an inverse classification seniority basis to the shift immediately preceding the shift where the overtime exists on a hold-over basis, up to four

(4) hours; then on a call-in basis from the next succeeding shift, up to four (4) hours. Regarding 12-hour shifts, officers can be required to work over or come in early up to four (4) additional hours on their regularly scheduled 12 hour shift to temporarily fill a vacancy. Officers will be required to work no more than sixteen (16) hours in a day, with eight (8) hours off between shifts.

Employees would be ineligible for the overtime opportunities offered in the above two paragraphs if working such overtime would result in less than eight (8) hours between shifts, if it would cause the employee to work over twelve (12) hours continuously, or if it would result in excessive overtime to any employee.

When it is necessary for an employee to serve as a witness in a court proceeding related to the performance of the employee's job duties at a time other than his/her regular duty day, such employee shall be paid by the Employer for all such time spent in court on an overtime basis, provided he or she worked eight (8) hours per day or forty (40) or more hours during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used. The "anti-pyramiding" language provided in this article applies to any overtime payments under this section.

11.2 Pyramiding. Whenever hours worked or paid leave hours such as holiday leave hours, vacation hours, or sick leave hours are reported for the purpose of calculating overtime for pay purposes, no hours worked or reported shall be pyramided, compounded, or counted twice for the same hours worked or reported for any reason.

11.3 Daylight Savings Time. Employees will be paid for actual time worked during time from Eastern Standard time to Daylight Savings time and vice versa.

ARTICLE XII

HOLIDAYS

12.1 Holiday Defined. Time and one-half (1-1/2) an employee's regular hourly rate will be paid for all time actually worked on the following holidays:

January 1	Veteran's Day (November 11)
President's Day	Thanksgiving Day (Legal holiday)
Good Friday	Day after Thanksgiving Day
Memorial Day	Latter one-half of December 24
July 4	December 25
Labor Day	Latter one-half of December 31

12.2 Holidays - Police Officers and Detectives. Inasmuch as employees are required to work on holidays, in order to alleviate schedule problems, it is agreed that Police Officers and Detectives shall receive eighty-eight (88) hours in lieu of the ten and one-half (10-1/2) holidays scheduled for other employees of the City. The eighty-eight (88) annual leave hours shall be scheduled at a time mutually convenient to the employee and the Employer. No employees shall be allowed to carry more than forty (40) holiday leave hours any hours in excess of forty (40) hours will be paid out on the first paycheck each July.

12.4 Holidays - Police Service Technicians. If any of the defined holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday. If any of the defined holidays occur on a Sunday, the following Monday shall be recognized as the holiday. To qualify for holiday pay, employees must have worked all of the scheduled hours on the last scheduled work day prior to and following such holiday unless on a scheduled vacation, absent due to illness or injury for which they have been off work within seven (7) days prior to the holiday, or absence is due to a death in the immediate family which occurred within three (3) days preceding the holiday. Police Service Technicians shall be entitled to December 24th or December 31st when they occur on a Monday through Friday, as a recognized holiday subject to the following conditions.

(a) When December 24th and December 31st occur on a Monday through Friday, it may be necessary that the Police Department remain open. In the event the Employer does not close the Police Department on December 24th and December 31st, approximately one-half of the bargaining unit employees will be required to be at work on each of such days unless directed by a supervisor.

(b) Employees shall be required to notify their immediate supervisor as to which one (1) of the two (2) days they wish to elect for a holiday on or before December 15 of each year.

(c) Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the day of their choice, unless doing so would result in inadequate personnel being present on each of such days. If this should occur, employees with the most classification seniority shall have preference for the day of their choice.

ARTICLE XIII

VACATIONS

13.1 Vacation Entitlement. Regular full-time employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

(a) When an employee completes six (6) months of continuous service with the employer from his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer. Employees are permitted to submit vacation requests by February 1st and August 1st of each year for the period following the first Sunday in March and the first Sunday in September. Vacation requests will be acted upon by February 16 and August 16 as appropriate. Vacation requests submitted for these six-month intervals will be approved for each shift based on classification seniority. Vacation requests submitted after February 1 or August 1 will be addressed on a first come first serve basis.

(b) The Director of Public Safety – Police/Fire Chief or his designee shall determine the number of employees who can be excused for vacation at any one time.

(c) Following successful completion of six (6) months of employment, such employee shall be credited monthly with the fractional equivalent of vacation at the rate of one-hundred-four (104) hours per year.

(d) Employees who, as of the anniversary of their last hiring date, have completed five (5) years of continuous employment with the Employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.

(e) Employees who, as of the anniversary of their last hiring date, have completed ten (10) years of continuous employment with the Employer shall begin to be credited with the fractional equivalent of vacation at the rate of one hundred forty-four (144) hours per year.

(f) Employees who, as of the anniversary of their last hiring date, have completed fourteen (14) years of continuous employment with the Employer shall begin to be credited with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year.

(g) Employees who, as of the anniversary of their last hiring date, have completed twenty (20) years of continuous employment with the Employer shall begin to be credited with the fractional equivalent of vacation at the rate of one hundred seventy- two (172) hours per year.

13.2 Vacation Pay at Termination. If an employee, who is otherwise eligible for vacation with pay, quits, retires, or is discharged from employment, such employee shall be paid for all unused vacation time credited as of his termination date. For an employee who dies after completing six (6) months of employment, his beneficiary, as designated by the employee on the beneficiary form furnished by the City, shall be paid for all unused vacation time accrued.

13.3 Vacation Accrual. Vacation time may be accumulative to a maximum of one and one-half (1-1/2) times an employee's annual accrual of said vacation leave. Requests for additional accumulation for a specific time or purpose may be approved, in the sole discretion of the Employer.

13.4. Part Time Employees. Part-time employees shall receive one-half (1/2) the vacation accrual received by full-time employees when working up to twenty-eight (28) hours per week. When an excess of 28 hours are worked in a work week the accrual will be pro-rated by dividing the number of hours worked in that work week by 40.

ARTICLE XIV

14.1 Longevity Entitlement. Effective July 1, 2010 all regular, full-time employees shall receive longevity pay based on bargaining unit seniority in accordance with the following schedule:

	<u>Sworn Employees</u>	<u>Non Sworn Employees</u>
Upon completion of 5 years	\$1200	\$900
Upon completion of 10 years	\$2000	\$1400
Upon completion of 15 years	\$2500	\$1700
Upon completion of 20 years	\$3000	\$2100

14.2 Longevity Date of Payment. The above referenced longevity payment shall be made the first pay period after the employee's anniversary date.

14.3 Longevity Payment Upon Death. In the event that an employee dies, his beneficiary, as designated by the employee on the beneficiary form furnished by the City, shall receive a pro rata amount of the current year's longevity pay due.

14.4 Longevity Payment Upon Separation. In the event an employee separates from service with the Employer, the employee shall receive a pro rata amount of the current year's longevity pay due.

ARTICLE XV

COLLEGE INCENTIVE

15.1 Credit Definition. All regular, full-time employees hired before March 1, 2017 covered by this contract shall receive, in addition to any other payments hereunder, the sum of Fifty Dollars (\$50.00) per year for each twelve (12) college credit hours earned by such employee, subject to the following conditions:

(a) Such credit hours must be job related and/or part of a job related degree program as determined by the Director of Public Safety – Police/Fire Chief.

(b) All credit must be obtained from a duly accredited college and/or university.

(c) Payments shall be accumulated in units of twelve (12) credit hours; fractions of units (that is, less than twelve (12) credit hours) shall not be considered for payment.

(d) Notwithstanding the number of credit hours accumulated, no payment under this Article shall exceed Six Hundred Fifty Dollars (\$650.00) per year.

(e) Credit hours shall not be credited under this Article for any class or classes which the employee received a grade below a "C", regardless of whether or not the college and/or university gives credit for lower grades.

(f) Credit hours as referred to herein shall mean a semester (or credit) hours; quarter (or term) hours shall be credited at a ratio of 3/2 (that is, three quarter hours = two semester hours); any credits received from a college on a "unit" system shall be transposed into semester (or credit) hours on the basis of a ratio clearly stated on the transcript from such college and/or university.

(g) College incentive bonus amounts will be frozen at amounts paid in February 2017. However, if an employee receives a degree as described below that will result in a higher payment, the employee will receive the higher payment.

15.2. Payment for Degrees. Full-time employees hired on or after March 1, 2017 will receive an annual payment of \$500 if the employee has a bachelor degree or \$750 if the employee has a master degree. Payments are not compounded and the degree must be a job related degree as determined by the Director of Public Safety – Police/Fire Chief.

15.3 Transcript Verification. Employees seeking the college incentive bonus under this Article shall provide a certified transcript of hours and grades accumulated prior to January 15 of each year.

15.4 Payment Date. Payment of the college incentive bonus under this Article shall be made on the second pay period of February in each succeeding calendar year.

15.5 Authorized Credits. For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those currently in process, and any credit hours from the date hereof.

ARTICLE XVI

PERSONNEL FILES

16.1 Access to Personnel Files. Any employee shall have the right, upon written request, to see his file and to receive copies of all material placed in his personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. A written record will be maintained by the personnel staff as to what material has been furnished, subsequent copies of the same material will be furnished to the employee at his expense.

16.2 Reprimands in Personnel File. No written reprimands shall be placed in an officer's personnel file until such employee has seen said reprimand which shall be a proper subject for the grievance procedure and the officer has had an opportunity to sign the reprimand.

ARTICLE XVII

SALARY RANGES

17.1 Salary Ranges. The job classifications and the salary ranges therefor, are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

17.2 Direct Deposit. Bargaining unit members will receive their pay by the way of direct deposit with funds being deposited into the employees' accounts at the financial institution designated by the employee.

ARTICLE XVIII

EMPLOYMENT CONDITIONS

18.1 Policies and Procedures. All current personnel policies and procedures applicable to the employees covered by this Agreement as currently applied and which are not contrary or inconsistent to the provisions herein contained shall be unaffected by this Agreement.

18.2 Briefing and Orientation. Employees shall be compensated for briefing and orientation time.

18.3 Shift Bids. Patrol Team employees shall be allowed to bid shifts every six months. Shift bids will be submitted by January 15 and July 15 for the approximate six month

period beginning with the start of the first pay period of March and with the start of the first pay period of September. The weekly scheduled days off in the six month shift bid period will remain unchanged during that period except (1) where an emergency or unanticipated staffing shortage occurs; (2) where a staffing shortage, special event or training is expected to occur and the Employer gives the affected employee at least fourteen (14) days' notice of the days off change; or (3) by mutual agreement between the Employer and the affected employee, with the employee notifying the Union. Employees shall be allowed to select the shift of their choice by exercising their classification seniority. Except for special events, if on an eight-hour shift schedule, the days off schedule shall be rotated every four (4) weeks within each shift bid. The Employer retains the right to schedule additional manpower prior to issuance of the days off schedule as needed for special events. The shifts shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, and from 12:00 midnight to 8:00 a.m., except that the twelve (12) hours shifts shall be from 7:00 a.m. to 7:00 p.m., 3:00 p.m. to 3:00 a.m., and 7:00 a.m. to 7:00 p.m. The work week for twelve (12) hour employees begins at 7:00 a.m. on Sunday. Officers will be able to bid on 12-hour shift assignments by shift and team. Up to two (2) patrol Police Officers on each shift may be assigned to an early car, however, within the 12-hour shift schedule the 3 p.m. will not have an early car. The early car hours shall begin and end one hour earlier than the normal shift hours. The assignments will first be given to volunteers on the basis of seniority. If an insufficient number of volunteers from the shift exist, the Employer may assign Police Officers from that shift on the basis of reverse seniority. In the event of an employee assigned the "early car" is absent from work, the position may be left unfilled; filled with volunteers; or filled in reverse order of seniority with twenty-four (24) hours' notice to the affected employee. The Employer also retains the management right to determine the number of officers to be assigned to each shift.

Up to four (4) officers will be assigned to the patrol division as needed by the Employer, in the Employer's sole judgment and discretion. These officers shall be selected by offering the assignment to the most senior officer and proceeding down the seniority list until the officers are obtained. In the event four (4) employees do not volunteer, the balance of the positions shall be made up of the least senior employees on the patrol teams. All officers outside of the patrol teams and field officer trainees are excluded from the provisions of this shift bid section. However, once an officer completes his/her fourteen (14) week field training status, he/she shall move onto a team by allowing one of the four (4) rotational officers to select a permanent shift by seniority and the trainee shall move to his/her vacant slot. The four rotational officer slots or positions will be identified and posted with the shift bid and officers will bid these slots or positions and if no officer bids these rotational positions, the lowest seniority officer in the patrol division shall be assigned to these positions.

(a) With the continued agreement of the City and the Union the language pertaining to Patrol Team shifts can be voluntarily waived for the purpose of allowing the trial of alternative schedules which may be subsequently mutually agreed upon by both parties. In regards to the trial of alternative schedules, the language pertaining to the bidding of shifts every six (6) months and/or the rotation of days off every four (4) weeks within each shift bid, is also voluntarily waived. All other applicable language contained in Section 18.3 shall continue to apply. This sub-section is subject to full or partial revocation by either party with thirty (30) days' notice.

(b) The use of twelve (12) hour shifts is subject to full or partial revocation by either party with a written notice of either three months' notice or until the next shift bid, whichever is longer. Without impact to the rights outlined above, upon request, the party providing the written notice will discuss the reasons for the revocation with the other party.

(c) The introduction of the 12-hour shift schedule is intended to neither add to or detract from the benefits, wages, conditions of employment contained in the July 1, 2013 Labor Agreement.

18.4 Hours of Work - Police Service Technicians. The normal workweek shall consist of forty (40) hours. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their shift, and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their shift. The timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, unless otherwise excused, except as above provided and except for the unpaid lunch period at or near the midpoint of their shift.

ARTICLE XIX

PROMOTIONS

19.1 The promotional process for both Detective and Sergeant positions are as follows:

1. Written Examination:

- a. Minimum eligibility:
 - i. Detective – Three (3) years of sworn/certified law enforcement experience – only available to full-time personnel.
 - ii. Sergeant – Five (5) years of sworn/certified law enforcement experience – only available to full-time personnel.
- b. Written Examination will be pass/fail with an eligible candidate only having to pass the examination one time. Eligible candidates who fail can re- take the examination after 6-months from the date of their last test.
- c. An eligible candidate can take a written examination at any time – working with/through the HR department.
- d. Reference materials for the current test will be available for any member to access and begin their review. If the test changes – and the reference materials change – the reference materials list will be updated.
- e. Passing grade for the test is 70% - which then allows a candidate to move forward in the process. The test holds no weight in determining the top four (4).
- f. **Points: 0**

2. Performance Evaluations:

- a. Performance evaluations will be utilized – on an average basis of a candidates last four patrol/detective-based evaluations.
 - i. Example: Four (4) Evaluations 30/32/36/32 Average: 32.5
 - b. Performance evaluations from specialty assignments will not be factored into the averages.
 - c. **Points: Average of up to four**
- 3. **Seniority:**
 - a. Eligible candidates will receive ½ point for each year of seniority – maximum of 5 points.
 - b. **Points: Maximum of 5**
- 4. **Oral Board/Panel:**
 - a. Chosen by the Director of Public Safety
 - b. **Points: Maximum of 15**
- 5. **Scoring and Eligibility List**
 - a. Scores from steps 2, 3, and 4 will be added together to determine the final score.
 - b. A promotional list shall be established from highest to lowest.
 - c. If two or more candidates receive the same score – ranking of those candidates will be done by seniority.
 - d. The promotional list shall be valid for one year from the date of the completion of the Oral Board.
 - e. The Director of Public Safety – Police/Fire Chief shall fill any permanent vacancy in the ranks of Detective or Sergeant by selecting from among the top four (4) candidates on the list.
 - i. The Director may elect to hold a final Director's interview when making a selection from the top four (4).
 - ii. In the event the number 5 position is raised to the number 4 position after a promotion is made – the Director shall conduct a final Director's interview with the new number four (4) candidate – if one was conducted with the original top four (4).
 - f. Once a vacancy is filled from the top four (4) the candidate in the fifth position shall be inserted into the top four (4).

ARTICLE XX

ASSIGNMENT AND TRANSFERS

20.1 Assignments. Except for the position of Detective, the assignments of employees to a specialty position outside of the patrol division shall be made by the Employer based on qualifications and ability as determined by the Director of Public Safety – Police/Fire Chief.

- (a) Except for Canine Handler(s) (Officer(s)), specialty assignments will be for a period of thirty-six (36) months. , a specialty assignment may be extended up to an additional twelve (12) months to a maximum of forty-eight (48) months. Specialty assignments are

not promotions and no change in rate of pay shall be made to those employees other than normal step raises to which they become entitled.

Any employee vacating a special assignment shall not be allowed to reapply for the same special assignment for a period equal to the time served in the special assignment.

In the event there are no qualified candidates for a specialty assignment, as determined by the Director of Public Safety – Police/Fire Chief, the Director has the option to make an assignment – to include someone who has held that assignment previously regardless of how long they have been out of that assignment.

(c) Lab Officers and Accident Reconstructionist, , and SWAT officers , effective annually on July 1, will receive an annual bonus of \$400 per year, payable each July for the previous 12-month period – prorated based on a monthly basis (full or partial), if applicable.

(d) Field Training Officers , effective November 1, 2016, will receive one (1) hour pay (paid as OT) for each eight or twelve-hour shift assigned a new police officer.

20.2 Transfers. The Employer shall have the right to transfer employees outside of their assigned division, irrespective of seniority, to fill temporary vacancies or positions and to take care of unusual conditions or situations, each of which shall not exceed six (6) months in any 12-month consecutive period. If an employee is transferred to perform the work of a higher paying classification or rank, he shall be paid the rate of pay of said higher classification or rank. The employer, at the discretion of the Director of Public Safety – Police/Fire Chief, may transfer one full-time Police Officer who has passed the written exam to the position of Acting Detective for up to twelve months.

20.3 Seniority in Transfer and Assignments. In no case shall assignments and transfers, as provided in Sections 20.1 and 20.2 above, be given to those employees with less than two (2) years sworn/certified law enforcement experience, except for assignments not to exceed thirty (30) days.

20.4 Temporary Job Assignments. It is understood and agreed that the assignment of employees within the bargaining unit to temporary job assignments involving cooperative efforts with other law enforcement agencies shall be made on the basis of need, qualifications, ability and duration as determined by the Director of Public Safety – Police/Fire Chief, provided that no such temporary assignment shall exceed 36 consecutive months. Upon vacation of such position, if the need remains, it will be filled by another employee. Any employee assigned to a special assignment shall not be allowed to reapply for any special assignment for a period of three years unless there are no other applicants for the assignment. Said assignments are not promotions and no change in rate of pay shall be made to those employees so assigned, other than normal step raises, that they may become entitled to while performing said assignments.

ARTICLE XXI

UNIFORMS

21.1 Clothing Allowance - Non-Uniform: Cleaning and Maintenance. Effective June 27, 2010, the clothing allowance for officers assigned to duties involving the daily utilization of civilian clothing will be converted back to a taxable clothing allowance plan. Effective with this change, officers assigned to PSLO will no longer be eligible for the clothing allowance. However, the clothing allowance for those who qualify will be increased to an annual amount of 1.5% of their base salary, payable on a bi-weekly basis. Employees entering the assignment will be eligible to receive the clothing allowance on the payday following the first full pay period in assignment. Upon separation of employment, the benefit will be paid only if a full two-week period is due to the employee. A temporary or acting Detective will become eligible for the bi-weekly uniform allowance (\$38.46 per pay period), beginning with the first full payroll following the 31st day of the assignment. The Employer shall continue to assume the same responsibility for cleaning, laundry, and maintenance for all police officers as has been the practice immediately prior to the signing of this Agreement.

21.2 Safety of Equipment. It is understood and agreed that all equipment to be used by employees is to meet minimum State safety standards and that each employee is obligated to advise his/her command officers in writing when any such equipment fails to meet such standards.

The City shall purchase and supply protective body armor to all command officers, officers and detectives. Currently, employees may choose between two types of protective vests supplied by the City. If it is necessary or beneficial to supply a different type (or model(s)) of protective vest, the employer may specify a new vest after seeking and considering input from PPOA and PPCOA bargaining unit employees. Based upon input received and with approval from the Director of Public Safety-Police/Fire Chief, up to two types of protective vests may be selected and employees may choose the vest that he/she prefers. All command officers, officers and detectives shall be required to wear the protective body armor at all times while on duty subject to the exceptions set forth below.

- Officers and Detectives assigned to KVET and SWET while on office duty or on undercover operations, when the wearing of body armor could compromise their undercover status.
- Officers and Detectives on approved undercover operations, when the wearing of body armor could compromise their undercover status.
- Detectives while working in office, on station. Detectives will be required to carry body armor in their vehicle with them any time they travel on duty and will be required to wear body armor when reporting to any preplanned high risk operation or to make an arrest.
- Officers assigned to on-station duty and while working on-station. Examples of such on-station assignment are Teleserve officers, officers assigned to light duty, etc.

Exceptions to the mandatory use of body armor may be granted at the discretion of the Director of Public Safety – Police/Fire Chief when the daily temperature forecast exceeds 80 degrees Fahrenheit.

Any Officer or Detective exempted above may choose to wear body armor in those instances for their safety and protection.

Once command officers, officers and detectives have received their initial body armor, pursuant to this agreement, replacement body armor shall be as specified in this agreement and shall be issued by the City when the body armor has reached the manufacturer's warrant or has become damaged or unserviceable. The mesh carriers shall also be replaced by the City when they become damaged or unserviceable.

21.3 Coveralls and Boot Allowance. The Employer will continue to furnish each non-uniformed officer with one pair of coveralls and one pair of boots to be used for tactical and training purposes. \$100 to be paid to employees, employed as of July 1 of the contract year, to be paid on the first payroll in July.

21.4 Appearance. It is understood and agreed that the appearance of patrolmen shall at all times be in conformity with the following:

1. Sideburns are not to extend below the bottom of the ear and horizontally trimmed.
2. Mustaches are not to extend below the lower bottom lip line at the bottom and are not to extend past the natural cheek lines onto the face.
3. Sides are not to extend below the middle of the auditory canal when combed down.
4. Back may not extend below the bottom of the uniform collar.
5. Facial Hair shall be neat and trimmed and no longer than one half inch from the face. It shall not interfere with department issued gas mask or other protective gear.

21.5 Low Quarter Shoes. Patrolmen shall be permitted to wear either low quarter shoes or boots which have the prior approval of the Director of Public Safety – Police/Fire Chief. The following type of footwear are approved; various styles subject to review by the Director of Public Safety – Police/Fire Chief:

1. Utility boots, high-top low quarters and low quarters; plain toe and black.
2. Approved footwear may be worn at any time except as otherwise directed for special occasions such as parades, meetings, etc.
3. Plain black rubber-type rain boots may also be worn as needed.
4. There is no change in the department issue policy.

21.6 Ties - Summer Uniform. Police officers shall not be required to wear ties whenever the summer uniform is in effect. Each officer shall have the option of wearing a tie, sweater or turtleneck when the winter uniform is in effect. Ties are not required for uniforms utilizing an outer vest carrier.

ARTICLE XXII

RESIDENCY

22.1 Residency. Police Officers and Detectives must live within a thirty (30) mile radius of any City of Portage boundary. A map shall be posted in the Police Department defining the acceptable residency area.

22.2 Requirement After Probation. New employees shall be required to meet the residency requirement within six months of being removed from probation and prior to the next scheduled step increase.

ARTICLE XXIII

MISCELLANEOUS

23.1 Animal Transportation in Vehicle. Except for the Police Canine, no live or dead animals shall be transported in police vehicles without permission of the shift supervisor or the Director of Public Safety.

23.2 Pension. It is agreed that a money purchase defined contribution pension plan shall be implemented in lieu of the defined benefit 55/25 plan effective July 1, 1985, as set forth below. This plan shall be effective for all full-time bargaining unit employees.

(a) The Association has established a Money Purchase Plan (hereinafter referred to as "MPP") for its members.

(b) Future contributions to the MPP shall be paid by the City to the designated fund administrator on behalf of each bargaining unit member in accordance with the following:

(1) For full-time bargaining unit employees hired prior to December 11, 2012 the Employer shall contribute eighteen (18%) percent of the employee's base salary, specified in Appendix A, each year to this money purchase pension plan. For full-time bargaining unit employees hired on or after December 11, 2012 the Employer shall contribute ten (10%) percent of the employee's base salary, specified in Appendix A, each year to the money purchase pension plan. The Employer agrees to match the member's own contribution to the MissionSquare/457 Plan with an additional contribution up to an additional three (3%) percent to the MissionSquare/457 Plan.

(2) The payment specified in subparagraph 1 above shall be made on a monthly basis, i.e., one-twelfth (1/12) of the employee's base salary shall be paid each month and shall be paid by the fifteenth (15th) of the month for the preceding month.

(3) For employees who are not employed for the full month, the contribution in that instance will prorated accordingly.

(4) The Union will notify the Department of Human Resources 14 days in advance of any change in the pension bank transit and account number.

(c) MPP shall be established and administered by the Association.

(d) The City shall have no responsibility whatsoever for the administration of the Plan, including providing any payroll deduction services for voluntary employee contributions.

(e) The City shall have no periodic reporting obligation to the Association or trustee beyond what is required by law.

(f) Any remaining defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.

(g) The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.

(h) The Association shall provide the City with copies of all documents that are filed with the U.S. Department of Labor in accordance with requirements of ERISA.

(i) The Association, its officers and agents, hereby agree to indemnify and hold harmless the City, the City Council, its City Manager, Finance Director, Director of Public Safety – Police/Fire Chief, Personnel/Purchasing Director, and all other employees individually and collectively from and against any and all claims, loss, damages, expense, and liability arising from any aspect of the establishment and administration of said MPP.

(j) Each employee who receives any form of monetary value under this concept shall execute an authorization form and release which releases the City and its agents, consultants and insurance companies from any and all further liability or claim, either past, present or future.

(k) Any agreement reached shall be contingent upon the approval of the State of Michigan.

(l) It is acknowledged that the MPP is in lieu of the defined benefit plan that was in effect prior to the inception of the MPP.

(m) If the Association, or its officers or agents, ever attempts to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be the subject of collective bargaining between the parties from any increase in wages and/or salary.

All expenses related to the Plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.

23.3 Savings Clause. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

23.4 Shift Differential.

(a) Eight (8) Hours Shift Assignments: Full time employees who work on any shift which commences on or after 12:00 noon but before 8:00 pm shall be entitled to a shift premium of thirty-five (\$.35) cents per hour. Full time employees who work on any shift which commences on or after 8:00 pm but before 6:00 am shall be entitled to a shift premium of fifty (\$.50) cents per hour. Shift premium shall not be added to the base rate for purposes of calculating

longevity. Part Time employees will receive shift differential of \$7.50 per week for any shift worked. Shift Differential shall be paid to employees for working hours as follows:

Watch 1	Midnight to 8:00 am	\$0.50 per hour
Watch 2	8:00 a.m. to 4:00 p.m.	no differential
Watch 3	4:00 p.m. to Midnight	\$0.35 per hour

Police Officers shall earn shift differential for their regular hours of work based on their assigned watch. Any overtime hours worked shall be paid at the differential rate based on the above table (i.e., Watch 1 employees working overtime after 8:00 am shall not earn shift differential for those overtime hours; Watch 2 employees working overtime prior to 8:00 am shall earn shift differential at the rate of \$.50 per hour; etc.) Part-time employees will receive shift differential based on the hours worked; thirty-five (35¢) cents per hour for hours worked between 4 p.m. and midnight and fifty (50¢) cents per hour for hours worked between midnight and 7 a.m.

Those Police Officers on Watch 1 and Watch 3, assigned to the early car will earn the appropriate shift differential for all eight scheduled working hours. Those Police Officers on Watch 2, assigned to working the early car will not earn shift differential for those eight scheduled working hours.

(b) Twelve (12) Hour Shifts. There shall be no shift differential for Day Shift (7 a.m. to 7 p.m.). The shift differential for Power Shift (3 p.m. to 3 a.m.) will be \$0.35 per hour. The shift differential for Night Shift (7 p.m. to 7 a.m.) will be \$0.50 per hour.

(c) Detectives working a non-traditional working schedule will earn a shift differential as any other patrol unit employee.

(d) Shift differential will only be paid on hours worked, and not on payments for paid time off.

23.5 Taser Training. Employees in training will have the option of determining whether they will be subjected to the electrical charge of Tasers.

23.6 Personnel Performance Assessment and Evaluation System. As agreed by the parties during 312 arbitration of the 2000-2002 labor agreement, Policy and Procedural Order 200-11, and the form as attached to that order will be implemented on April 1, 2002.

23.7 Bonus Payments. All bonus payments will be included as part of the payment issued on normal payroll dates.

23.8 No Smoking. Employees in this bargaining unit will not smoke while in a City vehicle or use tobacco products in public view or while dealing with the public. Bargaining unit employees hired or transferred to the bargaining unit after August 1, 2007 will not be permitted, to indulge in the use of any tobacco products or any other smoking materials while on duty.

23.9 Drug and Alcohol Policy

(a) Purpose of Policy. The City of Portage is committed to the establishment and maintenance of a drug and alcohol free work environment. As the Police Department is charged with the responsibility of enforcing and administering various drug and alcohol laws and regulations it is critical that standards be established and maintained to guard against substance abuse within the Police Department. Parameters established with this policy ensure that the Portage Police Department will retain the respect of the community and at all times maintain and protect the integrity of Police Department personnel.

(b) Policy Coverage. This policy shall be applicable to all employees of the City of Portage employed in the PPOA bargaining unit.

(c) Policy Content.

(1) Current Employees of Police Department. Employees of the Police Department are strictly prohibited from any statutorily defined illegal use, sale, manufacture or distribution of drugs, whether at work, or not at work, and during the entire course of their employment. On the job drinking, possession or ingestion of alcohol, drugs, or other controlled substances without a current valid prescription, or reporting to work while under the influence of alcohol, drugs, or other controlled substances without a current valid prescription is strictly prohibited on City time, premises, or equipment. The Director of Public Safety – Police/Fire Chief shall have final authority on these activities for undercover operations.

(2) Reasonable Cause Testing. If management has reasonable cause to believe, based upon observation or information, that an employee, while present on City property where use of alcohol is prohibited and/or on duty for the City, is being influenced by the use of illegal or controlled drugs or alcohol, the following procedures would be used as appropriate to the circumstance.

(i) The employee will be immediately placed on administrative leave with pay until notified of any disciplinary suspension or action resulting in cessation of pay. Promptly after placement on administrative leave, the employee will be given a hearing with the following persons present:

1. Employee;
2. Employee's Union representative, if applicable;
3. Employee's supervisor; and
4. Director of Public Safety – Police/Fire Chief, or designee.

(ii) The facts forming the basis for reasonable cause shall be disclosed to the employee at the commencement of the hearing and the employee shall, at the same time, be given the opportunity to explain his or her behavior or actions.

(iii) If it is determined by the Director of Public Safety – Police/Fire Chief, or designee, that the reasonable cause to believe is substantiated, the employee will be placed on administrative leave, with pay, pending the results of an appropriate test.

(iv) Said employee shall be required to submit to an immediate urine and/or breath test to determine whether or not the employee is under the influence of alcohol, a controlled substance, or illegal drug(s).

(v) Such test shall be given pursuant to the testing procedure as outlined in this policy.

(vi) The employee shall submit to such test and release of test results to the City; failure to do so shall be a presumption that the employee has violated the Drug and Alcohol Policy. The employee will then be subject to disciplinary action, up to and including discharge.

(vii) After the test has been given and the results known, the employee:

1. will be put back to work with full pay for time lost, should the test results be negative; or
2. will be subject to discipline, up to and including discharge, should the test results be positive as indicated in paragraph #8 of this policy.

(3) Random Testing. Within the Police Department positions exist which, by their very nature, expose employees assigned to said positions to illegal drugs and to persons who deal or use such illegal drugs. For the protection of employees working in these positions, the City of Portage will maintain a random drug testing program which shall apply to all employees represented by the PPOA. The random drug testing procedure is as follows:

(i) The City of Portage Human Resources Department shall furnish the City's physician, medical clinic, laboratory or testing "vendor" with employee lists. The City's vendor shall enter employee names into his or her computer program for random testing selection. At unannounced times spread throughout the year (at least once per month), the City's vendor shall have his or her computer randomly select covered employees for testing. The number of annual computer selections shall be 25% of the total pool, tested annually. Once computer selections are made, the City's vendor shall furnish the Director of Human Resources with the name(s) randomly selected. The Director of Public Safety – Police/Fire Chief, or designee, shall be notified of testing and either he or she, or designee, shall privately, on a one-on-one basis, notify the employee(s) that he or she has been selected for random testing and instruct said employee(s) to report for testing. If the randomly selected employee is on vacation or a leave of absence, that name shall be dropped and the Director of Human Resources shall ask for another randomly selected alternate name. If the randomly selected employee is not scheduled for duty or is absent from work, that name will be dropped and the Director of Human Resources shall ask for another randomly selected alternate name. Once selected, the testing procedures shall be in accordance with the testing procedures contained in this policy.

(4) Testing Procedures

(i) Laboratory Selection. The laboratory selected to conduct the test analysis shall be certified by the National Institute on Drug Abuse and/or MCOLES. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the City.

(ii) Obtaining Urine Samples

1. All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the City as its testing facility. When the employee reports to the testing facility he or she must be identified prior to any sample being given.

2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

3. An interview with the employee prior to a confirmation test will serve to establish use of drugs currently taken under medical supervision.

4. Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

(iii) Processing Samples

1. The testing or processing phase shall consist of a two-step procedure:

- A. Initial screening step, and
- B. Confirmation step.

2. The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.

4. If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.

(iv) Chain of Evidence/Storage

1. Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.

2. Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.

3. In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

(5) Drug and Alcohol Cut-Off Levels

(i) The initial and confirmatory drug test “cut-off” levels shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
- Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

(ii) Tests for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

(6) Effect of a Confirmed Positive Drug or Alcohol Test

(i) An employee who has a confirmed positive test for illegal or controlled drugs shall be subject to discipline up to and including discharge.

(ii) After a test showing a blood alcohol concentration of 0.04 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick or vacation leave, the time will be unpaid), and is subject to discipline up to and including discharge.

(iii) Any employee who returns to work following a confirmed positive drug or alcohol test shall be subject to unannounced follow-up testing for twelve (12) months.

(7) Prescription Drug Use An employee may possess and use a drug or controlled substance, provided such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

(i) Should the employee's prescribing physician indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

(8) Self-Recognized Substance Dependence Should an employee recognize himself or herself to be substance dependent (including alcohol), and if he or she asks the Director of Public Safety – Police/Fire Chief or designee for a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test), he or she will be granted a leave of absence (the employee must first exhaust his or her accrued sick leave, and may use vacation leave as part of the approved leave time) consistent with the City's FMLA policy, while under the care of a City-recognized rehabilitation program (the cost, if not covered by insurance, to be borne by the employee). Upon successfully completing the rehabilitation program, and/or upon passing an appropriate return-to-duty test, the employee will be returned to duty from said leave. After returning to duty, the employee will remain on probation for one (1) year during which time he or she must remain substance free, and will be subject to random unannounced testing at least once each three months in accordance with the testing procedures set forth in Section 5 of this policy. Should the employee test positive during the one (1) year probation period he or she shall be subject to disciplinary action up to and including discharge.

(9) Policy Implementation This Drug and Alcohol Policy was negotiated with the express intent that the entire Police Department is committed to the establishment of a drug and alcohol free work place.

ARTICLE XXIV

PART-TIME EMPLOYEES

24.1 Part-time Police Officers. Terms and conditions for employment for Part-time Police Officers are as follows:

- (a) The maximum number of Part-time Police Officers working in any calendar week is three.
- (b) Articles I, II, III, IV, V, XXV and Appendix A apply to Part-time Police Officers in the same manner as other Bargaining Unit employees.
- (c) Article VI, Seniority. Part-time Police Officer seniority will be based only on service in the Part-time Police Officer Classification. This is consistent with other classifications and all seniority provisions of this Article are applicable.
- (d) Article VII, Leave of Absences. Each section of this article is applicable to Part-time Police Officers with the exception of Section 7.6, Funeral Leave. However, Part-time Police Officers will be granted the applicable time off as vacation, holiday,

compensatory time or unpaid time for time lost from work due to a death of an immediate family member as defined in Section 7.6. Part-time Police Officers are eligible for paid Jury Duty Leave.

(e) Article VIII, Sick Leave. Part-time Police Officers receive sick leave on the pro-rated basis set forth in an October 20, 2011 arbitration award involving the parties and as described in Section 8.1. Section 8.3 (e) applies to Part-time Police Officers on a pro-rated basis, thirty- two (32) hours. Section 8.4 and 8.5 applies to Part-time Police Officers on the pro-rated basis of 700 and 350 hours respectively. All other sections apply.

(f) Article IX, Insurance is not applicable to Part-time Police Officers, except that Part-time Police Officers are covered by the false arrest and general liability insurance.

(g) Article X, Basic Requirements. Sections 10.1 (b), Health Management Program, is not applicable to Part-time Police Officers. All other sections of this article apply.

(h) Article XI, Overtime is applicable to Part-time Police Officers. Part-time Police Officers shall not be required to work hours in excess of 28 hours per week, except in cases of emergency, defined as event(s) of catastrophic nature.

(i) Article XII, Holidays is applicable to Part-time Police Officers. Part-time Police Officers receive holiday pay on a prorated basis as set forth in the October 20, 2011 arbitration award.

(j) Article XIII, Vacations. Part-time Police Officers receive vacation accruals on a prorated basis as set forth in the October 20, 2011 arbitration award. For the purposes of vacation approval, vacation requests from Part-Time Police Officers and Police Officers will be considered in accordance with Section 13.1 (a) and will be considered as the same classification for vacation approval purposes.

(k) Article XIV, Longevity does not apply to Part-time Police Officers. However, if the Part- time Police Officer bids on and receives a full time position, credit toward longevity will be credited on a prorated basis, ½ year of credit for each full year of part-time service.

(l) Article XV, College Incentive does not apply to Part-time Police Officers.

(m) Article XVI, Personnel Files is applicable to Part-time Police Officers in the same manner as other Bargaining Unit employees.

(n) Article XVII, Salary Ranges applies to all employees. Part-time Police Officer will be listed as a separate classification in Appendix A with the same hourly rate schedule as the Police Officer Classification.

(o) Article XVIII, Employment Conditions. Part-time Police Officers will select available part- time shifts, based on classification seniority. The work schedule for Part-time Police Officers will be from 20 to 28 hours per week. The beginning and ending times for part- time shifts may be different from the hours outlined for Patrol Team employees, but shifts will be for at least four hours in duration. A three-month schedule, published two weeks in advance will be provided to Part-time Police Officers. With a minimum of seventy-two (72) hour notice, Part-time Police Officer hours may be

modified to address a specific need or condition. The City will consider any extenuating circumstances that inhibit the part-time employee from changing hours on short notice. Weekly work hours shall not exceed 28 hours except for training purposes of the employee or as defined in (h) above. For short term vacation requests part-time staffing will be considered when reviewing requests from full-time Police Officers, but as with all vacation requests, are subject to management review and approval. All other parts of Article XVIII apply to Part-time Police Officers.

- (p) Article XIX, Promotions only applies to full time Police Officers.
- (q) Article XX, Assignment and Transfers applies to all bargaining unit employees.
- (r) Article XXI, Uniforms applies to Part-time Police Officers in the same manner as other Police Officers.
- (s) Article XXII, Residency applies to Part-time Police Officers in the same manner as other Police Officers.
- (t) Article XXIII, Miscellaneous, Section 23.2. Pension does not apply to Part-time Police Officers. All other sections apply if pertinent.

ARTICLE XXV

DURATION

25.1 Duration. This Agreement shall remain in full force and effect until 2400 hours on the 30th day of June, 2025, and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to said 30th day of June, 2025, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

THIS AGREEMENT is signed on behalf of the respective parties this day of.

PORTAGE POLICE OFFICERS
ASSOCIATION

CITY OF PORTAGE

Adam Dmoch President

Patricia M. Randall, Mayor

Nathan Slavin, Executive Board

Erica Eklov, City Clerk

Brett Stapert, Executive Board

APPENDIX "A"

PORTAGE POLICE OFFICERS ASSOCIATION

BASE SALARY SCALE

July 1, 2022 (Detectives 6% above top Patrol, Patrol & PST 4.5%)

<u>Job Classification</u>	<u>Start Step Step A</u>	<u>One Year Step B</u>	<u>Two Years Step C</u>	<u>Three Years Step D</u>	<u>Four Years Step E</u>	<u>Five Years Step F</u>
Detective	\$82,014.08					
Police Officer	\$52,375.76	\$57,377.90	\$62,376.36	\$67,378.52	\$72,391.38	\$77,371.77
Part Time Police Officer	\$25.18	\$27.59	\$29.99	\$32.39	\$34.80	\$37.20
Police Service Technician	\$44,878.30	\$45,919.46	\$47,004.53			

July 1, 2023 (Detectives 6% above top Patrol, Patrol & PST 4.5%)

<u>Job Classification</u>	<u>Start Step Step A</u>	<u>One Year Step B</u>	<u>Two Years Step C</u>	<u>Three Years Step D</u>	<u>Four Years Step E</u>	<u>Five Years Step F</u>
Detective	\$85,704.71					
Police Officer	\$54,732.67	\$59,959.91	\$65,183.30	\$70,410.55	\$75,648.99	\$80,853.50
Part Time Police Officer	\$26.31	\$28.83	\$31.34	\$33.85	\$36.37	\$38.87
Police Service Technician	\$46,897.82	\$47,985.84	\$49,119.73			

July 1, 2024 (Detectives 6% above top Patrol, Patrol & PST 4.5%)

Job Classification	Start Step <u>Step A</u>	One Year <u>Step B</u>	Two Years <u>Step C</u>	Three Years <u>Step D</u>	Four Years <u>Step E</u>	Five Years <u>Step F</u>
Detective	\$89,561.42					
Police Officer	\$57,195.64	\$62,658.11	\$68,116.55	\$73,579.02	\$79,053.19	\$84,491.91
Part Time Police Officer	\$27.50	\$30.12	\$32.75	\$35.37	\$38.01	\$40.62
Police Service Technician	\$49,008.22	\$50,145.20	\$51,330.12			

Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned and during the first five (5) consecutive years of employment shall be advanced to the next incremental step in the applicable salary range not later than the anniversary date of their employment.

The City may choose to hire from outside of the bargaining unit an experienced Police Officer or Police Service Technician at any step of the salary scale. In order to do so, however, the City must raise the rate of pay of any lower-paid employee in that classification at the time of the new employee's hiring to the same level of the newly hired employee into that classification, effective on the hiring date of the new employee. Should the new employee subsequently leave the employment of the City, the City will not reduce the wage of any employee who received an increase under this paragraph.

When an employee is permanently promoted from one job classification to another he/she shall as of the start of the next succeeding pay period be placed at the lowest step for the classification to which he/she is promoted which will result in a salary increase. Thereafter, he/she shall advance to the next incremental step in the applicable salary range not later than one year from his/her effective promotion date which shall continue until such promoted employee reaches the maximum of the salary scale with the job classification he/she occupies.

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Budget Amendment for Property Purchases

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve a fiscal year 2021-2022 budget amendment for the purchases of 9303 Portage Road, 9617 Portage Road, and 2010 Woodbine Avenue in the amount of \$640,000.

As the 2021-2022 fiscal year comes to a close and the budget versus actual results of the city's various funds are analyzed, Finance has determined a budget amendment is required for the purchases of 9303 Portage Road, 9617 Portage Road, and 2010 Woodbine Avenue as these property acquisitions were not budgeted and the funding was not addressed at the City Council meeting in which the purchases were approved.

On July 27, 2021, City Council approved the purchase of 9303 Portage Road for the amount of \$375,000. Also, on July 27, 2021, City Council approved the purchase of 9617 Portage Road and 2010 Woodbine Avenue for the total amount of \$265,000. The City Council approved these purchases with a "to be determined" funding source.

After the budget amendment, the General Fund will still be in compliance with the council's 24% fund balance policy.

It is recommended that City Council approve a fiscal year 2021-2022 budget amendment for the purchases of 9303 Portage Road, 9617 Portage Road, and 2010 Woodbine Avenue in the amount of \$640,000.

FUNDING: Excess General Fund Balance over the 24% threshold

Attachments:

1. 9303 Portage Road Agenda Item - July 27, 2021
2. 9617 Portage Road and 2010 Woodbine Avenue Agenda Item - July 27, 2021

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Property Acquisition – 9303 Portage Road

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Approve the purchase of property addressed as 9303 Portage Road in the amount of \$375,000 and authorize the City Manager's Office to execute all related documents on behalf of the city.

In May 2021, the city received a request from Mr. Michael Valk, the owner of 9303 Portage Road, to consider purchasing the subject property. The 0.246 acre property located north of Lakeview Drive and south of Dixie Drive is zoned R1-A, one-family residential, and is in the Assessor's Plat of Dixie-Mac Park, Lots 16 and 17. The subject property is currently occupied by a single-family residential dwelling and attached garage, and is contiguous to property owned by the City of Portage as shown on the attached vicinity map.

The acquisition of the subject property is beneficial considering that it can be combined with the adjacent, city-owned property. The resulting combined parcel would be strategic to enhancing connectivity and placemaking within the Lake Center District corridor and is in alignment with the final Lake Center District Corridor & Placemaking Study. Options for future use include increasing the existing area of Lakeview Park, improving pedestrian/neighborhood connectivity between the park and the commercial corridor, and enhancing public spaces where residents may gather.

In June 2021, Mr. Valk reiterated his interest in selling the subject property to the city. The city advised Mr. Valk that no action would be taken unless and until the Lake Center District Corridor & Placemaking Study was accepted by the City Council. However, in anticipation that the Council would accept the study, the City Administration negotiated a price for the property of \$375,000 and presented the opportunity to the Council for initial feedback on June 8, 2021. The City Administration was requested to proceed with negotiations. At the City Council's request, additional information pertaining to a county drain easement is attached.

The City Council accepted the Lake Center District Corridor & Placemaking Study at the Regular Meeting on July 13, 2021, which includes strategic property acquisitions in the 1-Year Action Plan recommendations. As such, it is recommended that City Council approve the purchase of property

addressed as 9303 Portage Road in the amount of \$375,000 and authorize the City Manager's Office to execute all related documents on behalf of the city.

FUNDING: To be determined.

Attachments: 1. Vicinity Map and Release of Right of Way



9303 Portage Road

Date: 7/22/2021





RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the cleaning out,
relocating, widening, deepening, straightening, tiling and extending
and maintaining

of a certain Drain under the supervision of the County Drain Commissioner
of the County of Kalamazoo and State of Michigan, as hereinafter described,

that We, George H. Kibler and Charline D. Kibler
of 9303 Portage Road, Kalamazoo, Michigan

do hereby convey and release to the said County of Kalamazoo

the Right of Way for a certain Drain, hereinafter more particularly designated and described, over and
across the following lands¹ owned by us, and situated in the
Township of Portage County and State aforesaid, and
more particularly described as follows, to-wit:⁴

Lots 16, 17, 18 and 19 of the "Assessor's Plat of Dixie-Mac Park" as recorded
in Book 14 of Plats on Page 20 in the office of the Register of Deeds for Kala-
mazoo County, Michigan, excepting a parcel of land lying twenty (20) feet either
side of the following described centerline: Beginning at a point on the Easterly
line of Portage Road which is one hundred three and sixty-nine hundredths (103.69)
feet North 28°-28' East from the Southwest corner of Lot 16 of said Plat; thence
South 59°-16' East across Lots 16, 17 and 18 of said Plat, one hundred forty and
ninety-six hundredths (140.96) feet to a point twenty (20) feet North of the South
line of said Lot 18; thence East parallel to the South line of Lots 18 and 19 of
said Plat, fifty-two and eighty-three hundredths (52.83) feet to the East line of
said Lot 19 for the place of ending.

The Right of Way hereby conveyed and released is for the sole and only purpose of cleaning out,
relocating, widening, deepening, straightening, tiling, extending and maintaining

over and across said premises a certain Drain, petition for which in writing was made on the
6th day of September A. D. 19 55, by
Donald E. Scott

and others, and the necessity for which has been determined by the said
Board of Determination in their order

bearing date the 20th day of June 19 57, the route and course
of said Drain is described as follows, to-wit:⁴

Beginning at a point in the Westerly shore of Austin Lake which is 20 feet
North of the Southeast corner of the "Assessor's Plat of Dixie-Mac Park"
(said last mentioned point being the lower end of the Austin Lake-West Lake
Channel); thence West parallel to the South line of said plat, 452.83 feet;
thence North 59°-16' West, 263 feet to a point in the Easterly shore of West
Lake (said point being the upper end of Austin Lake-West Lake Channel).

Liber 750 Page 585

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises; and also sufficient ground on either side of the center line of said Drain, for the construction thereof; and shall be deemed a sufficient conveyance to vest in the County an easement in said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, cleaning out and repair of such drain.

Witness, our hand, seal and this 11th day of August, 1958.

WITNESSES:

Malcolm C. Harper
Malcolm C. Harper
Victor E. Bucknell
Victor E. Bucknell

George H. Kibler

Charline D. Kibler
Charline D. Kibler

STATE OF MICHIGAN, ss.

COUNTY OF KALAMAZOO

On this 11th day of August, 1958, before me,
a Notary Public in and for
said County, personally appeared George H. Kibler and Charline D. Kibler

to me known to be the person described in and who executed the foregoing instrument, and
who acknowledged that they executed the same as their free act and deed.

Malcolm C. Harper
Malcolm C. Harper, Notary Public

My Commission Expires October 17, 1961

NOTE.

1. In space indicated by figure 1, insert "County Drain Commissioner" or "Drainage Board" as case may require.
 2. In space indicated by figure 2, insert "I" or "We" as the case may be, to be followed by the name or names and residence.
 3. In space indicated by figure 3, insert "owned" or "occupied" as the facts may require.
 4. Give description of land traversed by Drain.
 5. In space indicated by figure 5, insert "County Drain Commissioner" or "Drainage Board" as case may require.
 6. Give the Drain as surveyed.
 7. In space indicated by figure 7, insert "Notary Public" or "the subscriber" etc., as case may require.
 8. In space indicated by figure 8, insert "who" or "severally."
- The acknowledgment may be taken by the Drain Commissioner, by a Justice of the Peace, or a Notary Public. Every release should be entered by the Commissioner in his book of record.
Wife must sign release if she has an interest in the land other than her inchoate right of dower.

D-6

RELEASE OF RIGHT
OF WAY

IN THE MATTER OF
AUSTIN LAKE OUTLET EXTENSION
DRAIN

GEORGE H. KIBLER

CHARLINE D. KIBLER

TO

COUNTY OF KALAMAZOO

Received for Record, this

day of 11, 1958

DOUBLEDAY BROS. & CO.
241 E. MICHIGAN AVE., KALAMAZOO, MICHIGAN

15 1000

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Property Acquisition - 9617 Portage Road and 2010 Woodbine Avenue

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Approve the purchase of properties addressed as 9617 Portage Road and 2010 Woodbine Avenue in the total amount of \$265,000 and authorize the City Manager's Office to execute all related documents on behalf of the city.

On April 12, 2021, the City Council Housing and Neighborhoods Committee directed the City Administration to review and consider the purchase of property at 9617 Portage Road. The vacant property is 13.36 acres and is zoned R1-B, one-family residential. The offering by the seller also included the abutting vacant property at 2010 Woodbine Avenue, comprising 0.22 acres and also zoned as R-1B, one-family residential. The property was listed by the owner, Colonial Engineering, Inc., for \$265,000.

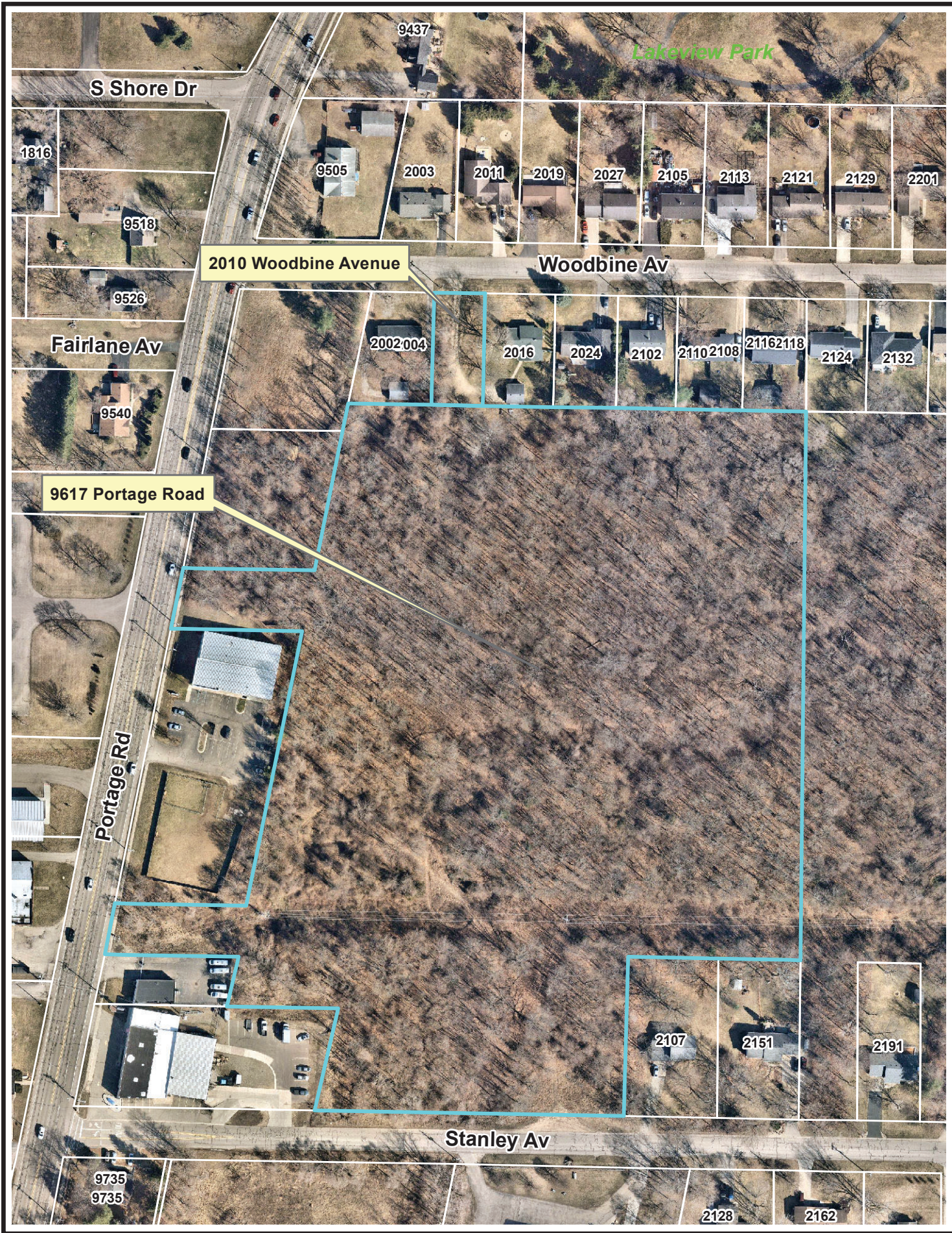
This opportunity identified by the City Council Housing and Neighborhoods Committee was initially brought before the Council for discussion on June 8, 2021, and the City Administration was advised to proceed with negotiating the purchase of the subject properties. Kal-Creek Commercial Appraisers performed an appraisal of the property (attached), which lists the market value at \$245,000.

Therefore, it is recommended that City Council approve the purchase of properties addressed as 9617 Portage Road and 2010 Woodbine Avenue in the total amount of \$265,000 and authorize the City Manager's Office to execute all documents on behalf of the city.

FUNDING: To be determined.

Attachments:

1. Vicinity Map
2. Property Appraisal for 9617 Portage Road and 2010 Woodbine Ave



Kal-Creek Appraisers, L.C.

P.O. Box 1512
Portage, Michigan 49081
Phone (269) 327-1100
E-Mail: jfrancis.kalcreek@gmail.com

Appraisal Report



**9617 Portage Road & 2010 Woodbine Avenue
Portage, Michigan 49002**



Vacant Land - Mixed Zoning



Prepared By: Joel Francis, SRA, GRI



Kal-Creek File: 2021-15234

This appraisal is being completed in the midst of the Corona Virus 19 pandemic (also referred to as Covid-19). The future effects of this virus on the parts of the economy affecting the subject's market segment are unknown. The appraisal is a "point-in-time" opinion of value. While many real estate market segment are currently robust, Covid-19 situation has the potential to change market conditions from minimal to possibly dramatically; and possibly in short order. Covid-19 is a highly unique and rare situation, and it is not reasonable to expect that appraiser's can forecast the resulting future to any reasonable degree of certainty.

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Kal-Creek Commercial Appraisers, L.C.

◆◆◆ Transmittal Information ◆◆◆

Client / Intended User

City of Portage
7900 South Westnedge Avenue
Portage, Michigan 49002

Attention

Mike Carroll, JD
Deputy City Manager / Chief Legal Officer
and
Kelly Peterson
Director of Community Development

Subject Properties

9617 Portage Road & 2010 Woodbine Avenue
Portage, Michigan 49002
(Vacant Development Land - Mixed Zoning)

Client's Instructions

- *Appraise* Subject property identified above
- *Type of value* Market Value
- *Property rights* Fee Simple
- *Purpose/Intended use* Provide my opinion of market value, as of the effective date, to assist with the possible purchase of these properties.

Opinion of Value

- *Basis* Analysis of market data available when the report was prepared
- *Property status* "As Is"
- *Effective date* June 13, 2021 (date of value)
- *Property tour date* June 13, 2021
- *Exposure time* 1-year or less
- *Report signed* June 14, 2021 (date of report)

-
- ***Market Value*** **\$245,000** (Two hundred forty five thousand dollars)
-

Appraiser

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

Advocacy

It is unethical for me to be an advocate for anyone's value preferences, including the client. *I can only be an advocate for the value type(s) defined in this appraisal report.*

Appraisal History Disclosure - 3 Years

- I have not previously appraised this property
- I have had no relationship with this property in any capacity prior to this appraisal.

Personal Property / Non-Realty Items / Trade Fixtures

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

Transmittal Information Continued on Next Page.....

Instructions to the Reader

- This appraisal report contains 48 pages which are all numbered; and must remain attached as a single document for the value opinion(s) to be valid.
- The reader is encouraged to review the entire appraisal report, particularly the:
 - Assumptions and Limitations of the Appraisal
 - Extraordinary Assumptions and Hypothetical Conditions
 - Scope of Work
- It is expected that the client/owner(s) will read the entire report and inform me of possible errors so these can be corrected, if warranted.

Appraisal Report

- The report may include abbreviated discussions of the data, reasoning, and analysis used in the appraisal process.
- Supporting documentation is retained in the Kal-Creek office files.
- Information in this report is specific to the needs of the client and for the stated intended use.
- I am not responsible for unauthorized use of this report.
- The appraised value is for a specific point in time. In this case it is the effective/inspection date of the appraisal and is valid only for this date. Market conditions change, sometimes rapidly and at times dramatically.

Market Value - Definition

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

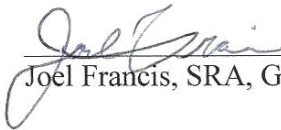
- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements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

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

Certification

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

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


Joel Francis, SRA, GRI

Assumptions and Limiting Conditions

- This appraisal is solely for property valuation, and I am not qualified to go beyond that narrow scope.
- The accuracy of the information and analysis in this appraisal is limited. It is important to read this entire section to understand the limitations.
- This appraisal report is not intended for use by any 3rd party without my express written permission.
- Any losses and/or damages resulting from this appraisal are limited to the amount of the appraisal fee; and then only if the fee has been paid in full to the appraiser.

1.) Appraisal is not a survey. Assumptions:

- Legal description is correct.
- Use of the land and improvements is within the property boundaries and no encroachment or trespass exists unless noted.
- Maps, plats and drawings are reliable. Exhibits are visual aids for matters discussed in the report and are not guaranteed to be correct. A surveyor should be consulted for property boundaries, setbacks, encroachments, or other survey matters.
- Survey, legal description, and plans and specifications that were not available for the appraisal, when finalized will conform to the preliminary information provided by the client.

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

- Title is good and marketable. Responsibility is not assumed for legal matters that affect title to the property nor is an opinion of title given. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments.
- Full compliance with federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for the appraisal.
- Applicable zoning, use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. Information and analysis shown in this report concerning these items is based on a rudimentary investigation. Questions, concerns and verifications should be addressed to local zoning officials, land use officials or an attorney.
- Required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be obtained or renewed for any use on which the value estimate contained in this report is based. Consult appropriate government officials or an attorney for questions or concerns. I am not qualified to comprehensively examine laws and regulations affecting the subject property.

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

- The appraisal is not a report on the physical items, although the report may include general physical descriptions. The information is for the property valuation and not a complete or detailed physical report. I am not a construction, engineering, environmental, or legal expert, and any statements on these matters should be considered preliminary in nature.

- The description of the condition of the physical items is based on a casual inspection only. For example, I am not an expert on heating systems and no attempt was made to inspect the interior of the furnace. The structure(s) was not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless stated.
- Conditions behind walls, above ceilings, behind locked doors, blocked from view, or under ground are not exposed to casual view and were not inspected. Insulation materials are seldom exposed and are assumed to conform with the subject's market segment unless otherwise stated.
- It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions, or for the engineering to discover these factors.
- Building ages are estimated and based on circumstantial evidence such as: architectural plans, a conversation with those familiar with the history of the property such as the property owner(s) or on-site personnel, or are sometimes available from property assessment records.
- No guarantee is made for the adequacy of the foundation, roof, exterior walls, interior walls, floors, mechanical systems or any other component of the subject improvements.
- Appraisals subject to satisfactory completion, repairs, or alterations, are contingent upon completion of the improvements in a professional workmanlike manner, and in conformance with the plans and specifications provided to the appraiser. Construction inspections performed by the appraiser are only to verify that specified phases of the construction process have been completed. I am not a building inspector/engineer. The inspection is not for the purposes of evaluating building techniques or the adequacy of the materials being used for construction.
- Well and septic systems, private or public utilities (if any), are assumed to be in good working condition, and of sufficient size and capacity.

4.) Appraisal is not an environmental audit

I am not an environmental expert, and do not have the expertise necessary to determine the existence of environmental hazards on the subject property or surrounding properties. If I am aware of any adverse conditions, they are discussed. Non-disclosure is not an indication that problems do not exist. Consult an environment expert if there are concerns.

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

- Appraisals are performed with limited data. Data limitations result from: areas of expertise that are beyond the scope of the appraisal profession: certain components of the subject property are not accessible: and the inherent limitations of relying on information provided by others.
- The appraisal fee for this assignment did not contain unlimited funds for investigation. The appraiser has concentrated the investigation in areas pertinent to the appraisal problem. It is probable the appraiser does not have all information relevant to the subject property.
- Information provided by other sources such as governmental agencies, financial institutions, accountants, attorneys, and others is assumed to be true, correct and reliable. I assume no responsibility for the accuracy of such information.
- The comparable sales data is assumed to be from reliable sources. It is not possible to inspect each comparable in detail.

- Values in the appraisal report are projections based on analysis as of the effective date of the appraisal. These values may not be valid in other time periods or as conditions change. The appraiser takes no responsibility for events, conditions, or circumstances affecting the property's market value that take place after the effective date of value contained in this report, or the date of the field inspection.
- Mathematical models and other projections are based on estimates and assumptions subject to uncertainty. I do not represent them as results that will actually be achieved.
- No responsibility is assumed for incorrect analysis as a result of incorrect or incomplete information. If new information is provided after the completion of the appraisal, the value given in this report is subject to change without notice.
- Opinions and estimates in the appraisal are the appraiser's best judgment, but should not be taken as advice or recommendation to act. Actions should be based on your own judgment; and the decision process should consider many factors other than the value estimate and information given in this report.
- I assume that the property owner(s) or their representatives have represented the property accurately and completely, and have not withheld important information. This includes information regarding permits from appropriate governing authorities for any alterations or additions to the property.

6.) Appraisal report limitations

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

7.) Appraisal restrictions

- This appraisal is prepared at the request of, and for the exclusive use of, the client to whom the appraisal is addressed. No third party has the right to use or rely upon this appraisal for any purpose.
- I am not required to give testimony or appear in court or pretrial conference or is my appearance required by subpoena with reference to the subject property, unless sufficient notice is given to allow for adequate preparation. Also, additional fees are to be paid by the client at our regular fees/rates for preparation and appearances.
- This report is made for the information and/or guidance of the client. The possession of this report, or a copy of the report, does not carry with it the right of publication. Neither all nor part of the contents of this report shall be conveyed to the public through news, advertising, public relations, sales, or other media without written consent and approval by the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member, be identified without the written consent of the appraiser.

- The client is advised not to give copies of the appraisal report to others. Legal advice should be obtained on potential liability issues before this is done. Anyone distributing incomplete or altered copies of the appraisal report (including all attachments) does so at their own risk and assumes complete liability for any harm caused.
- Values and conclusions are valid only when making a summation. They are not to be used independently for any purpose, and are invalid if so used. The allocation of the total value in this report between land and improvements applies only under the reported highest and best use of the property.
- No change of any item in the appraisal report shall be made by anyone other than me. I am not responsible for any unauthorized change(s).

8.) Miscellaneous assumptions

- Responsible ownership and competent property management are assumed.

Scope of Work

- The scope of this assignment is specific to the needs of ***City of Portage, the client and intended user.*** All other parties that choose to rely on the appraisal report do so at their own risk and should recognize that the assignment results were not developed or reported in a manner consistent with the needs or uses of parties other than the client. My primary contact was ***Mike Carroll.*** He also requested the appraisal. I have also had correspondence with Kelly Peterson.
- The property tour was performed within the context of the intended use and the intended user. The appraiser's viewing of the property is for valuation purposes only and is for the following ***intended use: provide my opinion of value, as of the effective date, to assist the client with possible purchase of the property.***
- I personally
 - Viewed the subject properties from the public road
 - Toured the surrounding area
- Reviewed public records and/or possibly conferred with public officials/employees such as assessor, treasurer and zoning/building officials concerning subject property information.
- Comparable sales data sources typically include: Kal-Creek files, assessor's records, Multiple Listing Service (MLS), Realtors, and appraisers.
- I personally viewed the comparable sales from the public road, and may have appraised some of them.
- The scope of work ***does not*** include:
 - Any attempt at discovery (or reporting) of potentially adverse neighborhood influences such as, but not limited to: nearby criminal activity, registered sex offenders, or interim rehabilitative facilities for felonious offenders.
 - A detailed analysis of every characteristic of the subject property's site and improvements relative to current zoning and building ordinances. Statements regarding zoning compliance are intended in the most general sense.
 - An environmental assessment of the subject property and should not be relied on as such.
 - An assessment of many site related issues. While no adverse site conditions were observed, many site related issues are beyond the scope of this assignment

and the expertise of the appraiser. A current boundary survey was not available which may reveal encroachments, easements, zoning violations, or other matters that could warrant modification of the appraiser's analysis and opinions.

- A complete or detailed physical report. I am not a construction, engineering, environmental, or legal expert. Any statements on these matters should be considered preliminary in nature.
- Appraisals are performed with limited data. There are areas of expertise that are beyond the scope of the appraisal profession; and there are inherent limitations by relying on information provided by others.
- The appraisal fee for this assignment does not contain unlimited funds for investigation. The investigation has been concentrated in areas pertinent to the appraisal problem. It is probable that I do not have all information relevant to the subject property. It is not reasonable or possible to deal with every aspect of the subject property or comparable properties in detail.
- My opinion of value is for a specific point in time, the effective date of appraisal, only. This value may not be valid in other time periods because of changing market conditions.
- **Additional Scope of Work items may be presented in other parts of this appraisal report.**

Hypothetical Conditions / Extraordinary Assumptions

Hypothetical Conditions

None

Extraordinary Assumptions

It is assumed that

- The subject property can be developed from a:
 - Legal perspective
 - Physical aspect
- Any potential environmental issue(s) would not prohibit redevelopment or adversely affect value(s).

Comments

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

3-Year Property History

Pasts Sales Activity None known

Listing Activity The property has, and currently is for sale by owner. I have not been informed of the asking price.

Purchase Options None known

Pending Sale There is the potential for a purchase. I have not been provided with any tentative pricing, terms or details.

Assessor's Record - 9617 Portage Road

9617 PORTAGE RD PORTAGE, MI 49002 (Property Address)

Parcel Number: 00026-070-J



Item 1 of 2 2 Images / 0 Sketches

Property Owner: COLONIAL ENGINEERING, INC

Summary Information

> Assessed Value: \$114,300 | Taxable Value: \$71,501 > 2 Special Assessments found
> Property Tax Information found > 3 Building Department records found

Important Message

2021 valuations are tentative and subject to change pending the review process and County and State equalization

Owner and Taxpayer Information

Owner COLONIAL ENGINEERING, INC Taxpayer SEE OWNER INFORMATION
6400 CORPORATE AV
PORTAGE, MI 49002

General Information for Tax Year 2021

Property Class	RESIDENTIAL-VACANT	Unit	10 CITY OF PORTAGE
School District	PORTAGE PUBLIC SCHOOLS	Assessed Value	\$114,300
SECTION	Not Available	Taxable Value	\$71,501
BOOK	Not Available	State Equalized Value	\$114,300
PROPERTY TYPE	Not Available	Date of Last Name Change	05/18/2011
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2021	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$114,300	\$114,300	\$70,514
2019	\$114,300	\$114,300	\$69,200
2018	\$114,300	\$114,300	\$67,579

Land Information

Zoning Code	R-18	Total Acres	10.500
Land Value	\$228,600	Land Improvements	Not Available
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	SE RESIDENTIAL GRP 3	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

SECTION 26-3-11 BEG AT SW COR OF LOT 32 PLAT OF MCCAMLEY MANOR, TH S 10 DEG W 221.72 FT, TH W 165 FT, TH S 10 DEG W 67.13 FT, TH E 165 FT, TH S 10 DEG W 369.2 FT, TH W 165 FT, TH S 10 DEG W 67.15 FT, TH E 165 FT, TH S 10 DEG W 64.94 FT, TH E 165.15 FT, TH S 10 DEG W 134.13 FT, TH E 382.08 FT, TH N 200

1 of 2

5/10/2021, 10:35 AM

Parcel Number - 00026-070-J | City of Portage | BS&A Online

<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=A...>

FT, TH E 220 FT, TH N 712.60 FT, TH W TO P.O.B.

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
10/05/2010	\$200,000.00	WD	BEEBE, ALLEN & JOYCE TRUST	COLOONIAL ENGINEERING, INC	21-NOT USED	2010-032543
07/19/2002	\$0.00	WD	BEEBE, ALLEN J & J J	BEEBE, ALLEN & JOYCE TRUST	21-NOT USED	
05/01/1995	\$35,000.00	WD			33-TO BE DETERMINED	1787-0956

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Assessor's Record - 2010 Woodbine Avenue

2010 WOODBINE AVE PORTAGE, MI 49002 (Property Address)

Parcel Number: 05160-054-T



Property Owner: COLONIAL ENGINEERING, INC

Summary Information

- > Assessed Value: \$11,600 | Taxable Value: \$5,448
- > Building Department information found
- > Property Tax information found

Important Message

2021 valuations are tentative and subject to change pending the review process and County and State equalization

Owner and Taxpayer Information

Owner	COLONIAL ENGINEERING, INC 6400 CORPORATE AV PORTAGE, MI 49002	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2021

Property Class	RESIDENTIAL-VACANT	Unit	10 CITY OF PORTAGE
School District	PORTAGE PUBLIC SCHOOLS	Assessed Value	\$11,600
SECTION	Not Available	Taxable Value	\$5,448
BOOK	Not Available	State Equalized Value	\$11,600
PROPERTY TYPE	Not Available	Date of Last Name Change	11/01/2010
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2021	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$9,900	\$9,900	\$5,373
2019	\$9,900	\$9,900	\$5,273
2018	\$9,900	\$9,900	\$5,150

Land Information

Zoning Code	R-1B	Total Acres	0.220
Land Value	\$23,200	Land Improvements	Not Available
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	SE RESIDENTIAL GRP 3	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	66.00 ft	145.00 ft
Total Frontage: 66.00 ft		Average Depth: 145.00 ft

Legal Description

MCCAMLEY MANOR, OUTLOT B

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
10/05/2010	\$200,000.00	WD	BEEBE, ALLEN & JOYCE TRUST	COLONIAL ENGINEERING, INC	21-NOT USED	2010-032543
07/19/2002	\$0.00	WD	BEEBE, ALLEN J & J J	BEEBE, ALLEN & JOYCE TRUST	21-NOT USED	2002-039898
05/16/1995	\$35,000.00	WD			33-TO BE DETERMINED	1787-0956

Subjects Location

<i>Municipality</i>	City of Portage, Kalamazoo County, Michigan
<i>Classification</i>	Suburban
<i>School District</i>	Portage Public

Population Statistics

- ***City of Portage*** (The subject property is located in here)
 - 44,897 (2000 Census)
Change: **+3.1%**
 - 46,292 (2010 Census)
Change: **+6.8%**
 - 49,445 (2019 Census, estimate)
- ***City of Kalamazoo*** (Located immediately north of City of Portage)
 - 76,145 (2000 Census)
Change: **-2.5%**
 - 74,262 (2010 Census)
Change: **+2.6%**
 - 76,200 (2019 Census, estimate)
- ***Kalamazoo County***
 - 238,603 (2000 Census)
Change: **+4.9%**
 - 250,331 (2010 Census)
Change: **+5.9%**
 - 265,066 (2019 Census, Estimate)

Conclusions

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

Major Highway Access

US-131

- 4.5 miles west
- North-south highway running from the Michigan-Indiana border to the south; and continuing north a couple of hundred of miles
- Runs along the east side of the City of Portage
- Varies from
 - 2-lane full access highway
 - 4-lane divided full access highway
 - 4-lane divided limited access highway

Interstate 94

- 4 miles north
- Generally east-west highway
- Crosses multiple states
- Limited access highway
- Runs along the north side of the City of Portage
- Provides direct access to Chicago and Detroit

Other

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

Local Economy

Economic Constants

This part of Michigan has had overall stable real estate market and economic conditions for many years. This is the result of:

- Diverse economic base
- Strategic location nearly equi-distance between Detroit and Chicago
- Close proximity to Interstate and state highways
- Western Michigan University is located in Kalamazoo with approximately 21,500 prior to Covid-19. I have been unable to find more recent statistics.

Property Value Trends

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

Miscellaneous

- Mortgage interest rates:
 - Generally static in recent weeks.
 - At historically low levels and very favorable.
- Unemployment levels locally, in Michigan, and nationally were historically low prior to Covid-19. The levels have increased during Covid-19.

Land Uses

- The subject is part of the Commercial Corridor running along Portage Road. It is close to the southern end of commercial development.
- This part of the corridor serves the more outlying southern parts of the City of Portage.
- Land uses within the corridor vary including: some residential uses ranging from single family to apartment complexes; multiple types commercial uses; some office uses; light industrial.

- Most business are local in nature, however, there are some regional or national chain fast food restaurants, and gas station/convenience stores.
- Just outside of the corridor are single family plats and apartment complexes
- The subject property is adjacent to light industrial/commercial properties on the west side, and single family residential plats to the north, south and east.
- Several lakes are nearby, the closest being Austin and West Lakes.

Area Improvements

Public Utilities

Water, sewer, natural gas lines, electricity

Other Public Amenities

- Paved roads
- Street lights
- Hike/Bike trails are be developed throughout the area

Street Description

The subject property fronts on (3) public roads

- **To the west is Portage Road**
 - This is one of the primary commercial corridors for the greater Kalamazoo-Portage area.
 - The commercial corridor is 4-lanes or wider with a center turn lane to the north, but reduces to 2-lanes with a center turn lane in the vicinity of the subject property.
 - According to traffic studies conducted by the Road Commission of Kalamazoo County, the 2019 ADT taken nearly in front of the subject property was 15,469.
- **To the north is Woodbine Avenue**
 - This is a 2-lane 2-way residential side street with lower traffic levels.
- **To the south is Stanley Avenue**
 - This is a 2-lane 2-way residential side street with lower traffic levels.

Comments

- This is not generally viewed as a transitional area, however, there are properties that have transitioned in recent years, and others that are transitioning currently. It is not unusual for the uses of existing properties to change. This is accomplished by: building conversions; reconfigurations; or existing buildings are razed to create building sites for new buildings/uses. Contiguous parcels are often assembled to create more functional building-redevelopment sites.
- Currently, the market conditions for the residential market segment has been robust. Due to indications of increasing inflationary pressures, it is uncertain if this trend will continue.
- The subject property is close to the public access to Austin Lake.

Environmental Concerns and Adverse Conditions

- Radon has been detected at properties in this region.
- The subject is close to existing and prior light industrial properties. It is unknown if toxic substances were, or are used in these operations.
- *Note:* I am not an environmental expert. Concerns should be directed to an environmental auditing firm.

FEMA Flood Hazard Status

<i>Flood Hazard</i>	No
<i>FEMA Map Zone</i>	"X"
<i>Map #</i>	26077 C 0315 D
<i>Map Date</i>	2-17-10
<i>Comment</i>	I am not qualified to identify flood hazard areas. If there are concerns, a surveyor should be consulted.

Zoning

The subject property consists of 2 different zoning districts.

The subject has 2 what function as out-lots on the west side of the property:

- *Designation* "B-3" General Business
- *Conformance* Not applicable, site is currently vacant
- *Zoning Change* Unlikely or at least unknown for the near future

For the remainder of the property:

- *Designation* "R-1B"
- *Conformance* Not applicable, site is currently vacant
- *Zoning Change* Unlikely or at least unknown for the near future

Comment

- The scope of this assignment does not include a detailed analysis of every characteristic of the subject property's site and/or improvements relative to current zoning and building ordinances.
- Concerns, clarifications and any potential uses should be presented to the City of Portage.
- The (2) outlots that front on Portage Rd have commercial zoning. From a value perspective this is irrelevant because these would likely be used as points of ingress/egress for any future development in the main body of the subject property.

Real Estate Taxes, Assessed Value & Special Assessments

<u>Address</u>	<u>9617 Portage Rd</u>	<u>2010 Woodbine Avenue</u>
<u>Parcel #</u>	3910-00026-070-J	3910-05160-054-T
<u>Assessed Value (2021)</u>	\$114,300	\$11,600
<u>Taxable Value (2021)</u>	\$ 71,501	\$ 5,448
<u>Special Assessments</u>	None known	None known
 <u>Assessor's Market Value</u>	 \$228,600	 \$22,600
	(Assessed value multiplied by 2)	
<u>Property Taxes</u>		
• Winter 2020	\$ 334.35	\$ 25.45
• Summer 2020	<u>\$4,085.47</u>	<u>\$311.26</u>
• 1-Year Total	\$4,419.82	\$336.71
 <u>Assessed Value History</u>		
• 2021	\$114,300	\$11,600
Change	No change	+17%
• 2020	\$114,300	\$ 9,900
Change	No change	No change
• 2019	\$114,300	\$ 9,900
Change	No change	No change
• 2018	\$114,300	\$ 9,900

Comments

The composite assessor's value of the subject property is \$251,200 (\$228,600 plus \$22,600). Market data indicates a value of \$245,000. Based on this the subject property is 3% over-assessed.

Subject Land - Highlights

The subject property consists of 2 contiguous parcels

Parcel #1) **9617 Portage Road**

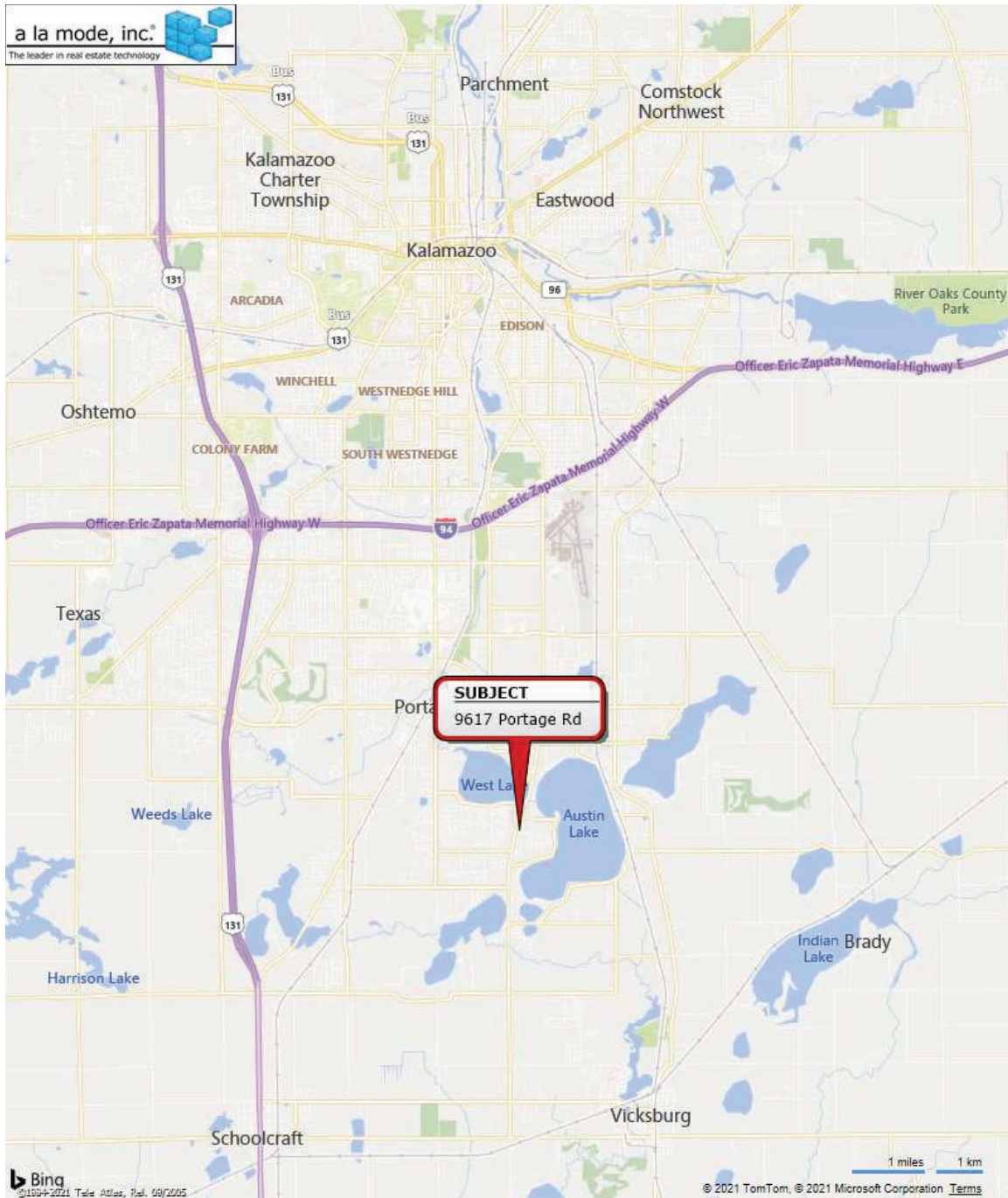
- ***Land Size (per City of Portage)***
 - Also expressed as 13.36 acres
- I was not provided a property boundary survey. ***I maintain the option to change the appraisal if the actual size varies from my estimation as determined by a professional surveyor.***
- ***Shape***
 - Irregular (see maps)
- ***Road Frontage***
 - Portage Road (2) areas with 67.13 feet for a total of 134.26 feet
 - Stanley Avenue 382.08 feet
- ***Topography***
 - Mix of level to slightly rolling

- **Visibility**
 - Average
 - The main body of the property is not highly visible from Portage Road
 - **Accessibility**
 - Good
 - Can be accessed from Portage Rd, Stanley Ave. or Woodbine Ave.
 - **Functional Utility**
 - Appears to be adequately suited for uses permitted in "One Family" zoning districts
 - **Adverse Conditions & Encroachments**
 - None apparent
 - I was not provided with a property boundary survey
 - **Site Improvements & Comments**
 - No improvements were observed
 - The site appears to be mostly wooded
 - Power lines from east to west over the southern part of this property.
-

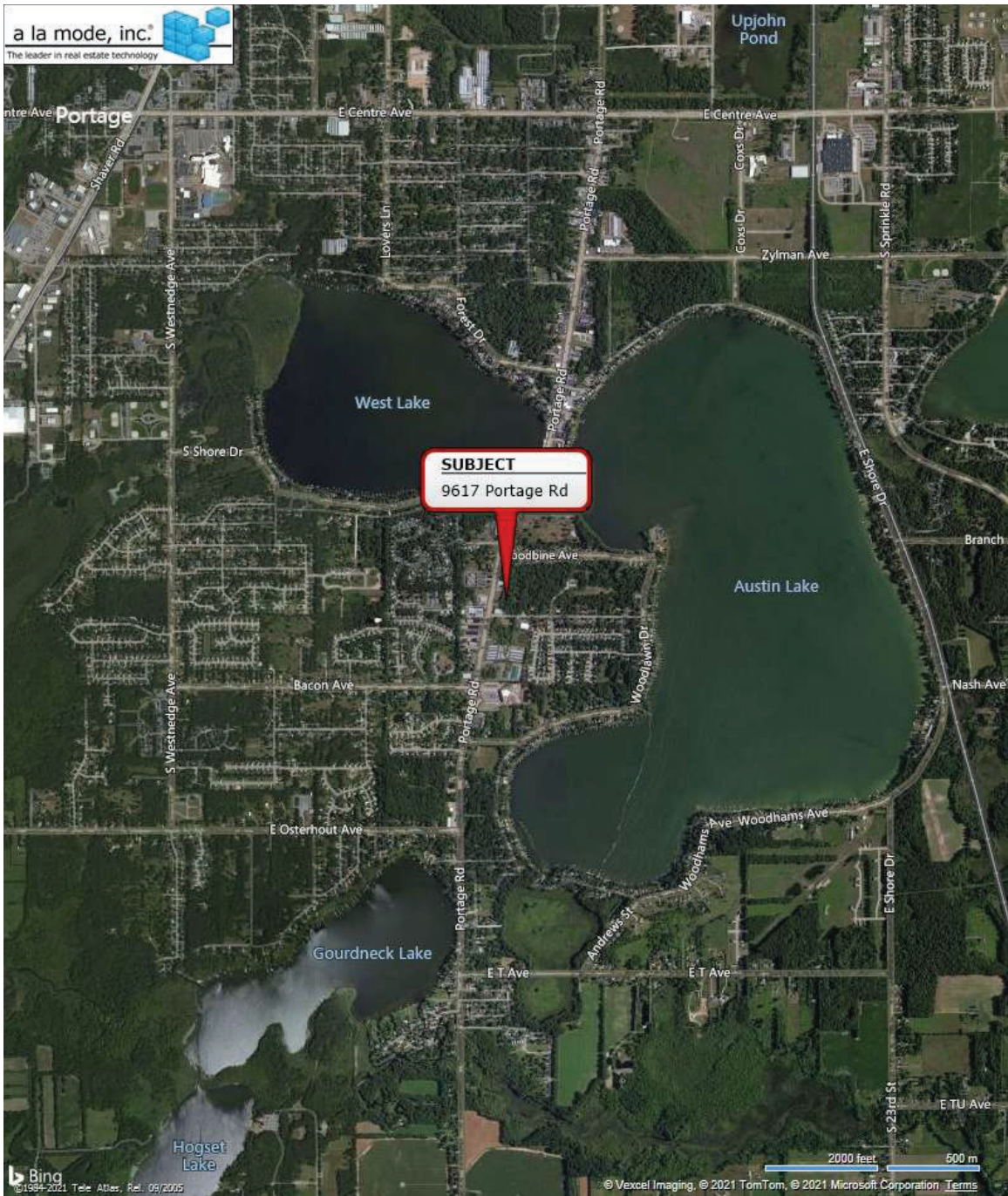
Parcel #2) 2010 Woodbine Avenue

- **Lot Size (estimated)**
 - 9,570 square feet
 - Also expressed as 0.22 acre
- I was not provided a property boundary survey. *I maintain the option to change the appraisal if the actual size varies from my estimation as determined by a professional surveyor.*
- **Shape**
 - Rectangular
- **Road Frontage**
 - 66 feet
- **Topography**
 - Primarily level
- **Visibility**
 - Average - situated on a residential side street
- **Accessibility**
 - Good
- **Functional Utility**
 - Appears to adequately suited to be used as an out-lot for 9617 Portage Road, possibly to provide a point of ingress/egress for future development.
- **Adverse Conditions & Encroachments**
 - None apparent
 - I was not provided with a property boundary survey
- **Site Improvements & Comments**
 - No improvements were observed

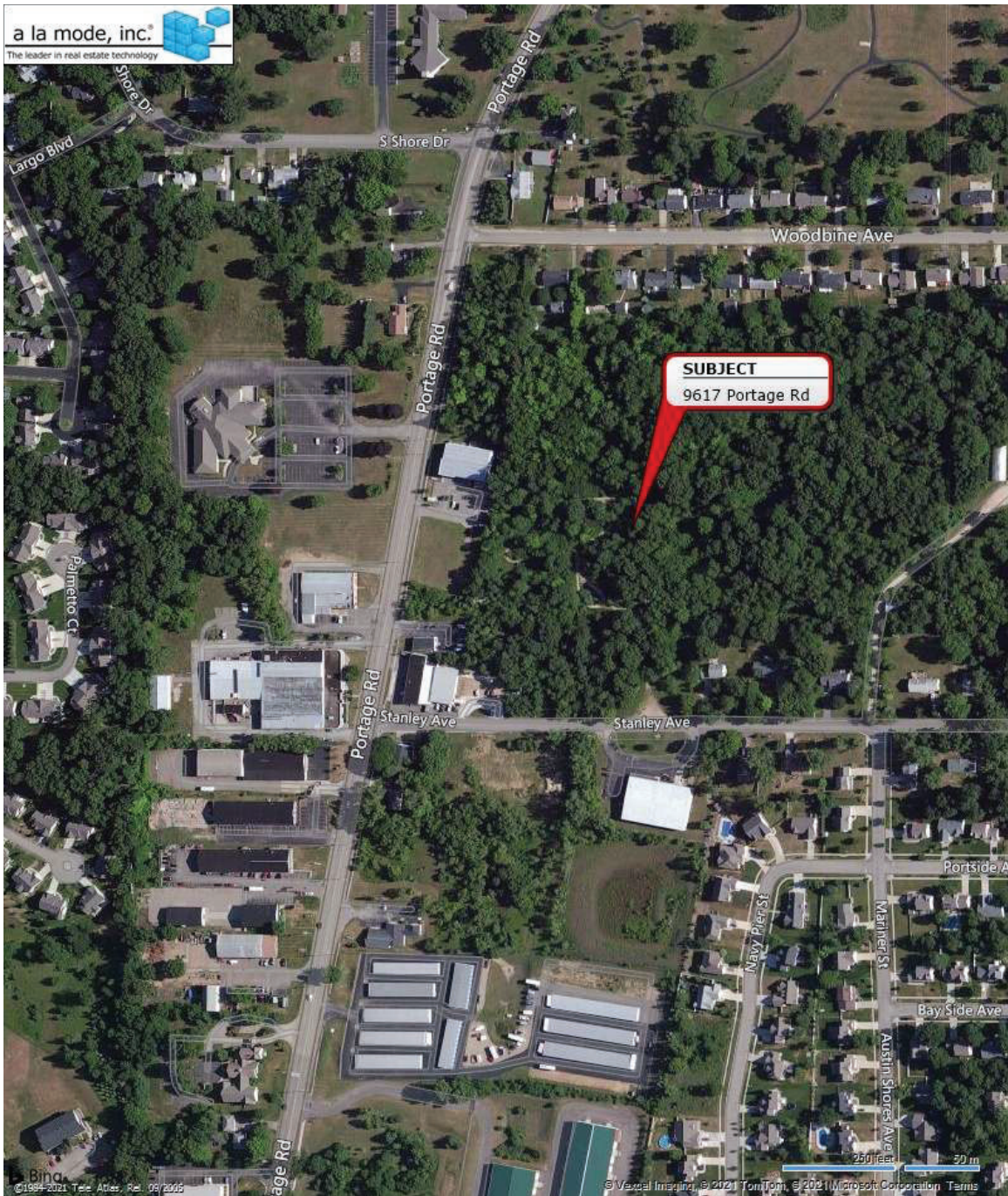
Regional Map



Local Aerial Map



Immediate Area - Aerial Map



Aerial Sectional Map



Subject Property - West Side



Portage Road - Looking South



Portage Road - Looking North



Subject North Out-Lot - Fronts on Portage Road



Subject South Out-Lot - Fronts on Portage Road

Subject Property - South Side



Stanley Ave. - Looking East



Subject Viewed From Stanley Ave.



Stanley Ave. - Looking West



Subject Viewed From Stanley Ave.



Subject Viewed From Stanley Ave.



Subject Viewed From Stanley Ave.

Subject Property - North Side



Woodbine Ave. - Looking West



Woodbine Ave. - Looking East



North Out-Lot Viewed From Woodbine Avenue

Highest & Best Use and Related Considerations

Typical Buyer

The typical purchaser in this market segment would intend to develop the subject site with a use that conforms with zoning and compliments the nearby surrounding area either now or speculate that this would occur in the near future.

Current Use

Vacant land

Highest and Best Use "As Improved"

Not applicable. The subject is a vacant site.

Highest and Best Use "As a Vacant Site"

- The subject property appears to be adequately suited for development due to several factors.
 - The subject fronts on (3) roads.
 - The (3) out-lots are at least 66 feet wide which would allow for ingress-egress driveways for the development choice.
 - The south road frontage of 382 feet would further provide for development flexibility.
- Possible development options
 - Single family residential plat / Site condominiums
 - During the 2007-2012 recession, many developers were stuck with non-performing residential developments. This has resulted in developers being very cautious regarding plats/site condominiums.
 - Even though the housing market is strong, few new plats are being developed. Much of the current development activity includes
 - Expansions of existing good performing developments.
 - Some new developments are occurring in strategic locations.
 - There is uncertainty if a developer would assume risks of such a project at this point in time due to the dramatic recent rise in construction costs due to a labor and materials perspective.
 - These developments have a significantly high risk level. It can take a couple of years or more for the lots/sites to be absorbed/sold off - as well documented by other projects in the region. Over this absorption period, the market change even dramatically and in a short period of time. This has the potential to elongate the adsorption period, and the developer has to endure paying holding costs for a longer period than anticipated. Examples of these costs include property taxes, insurance, and maintaining the unsold part of the development.
 - Condominium
 - There has been development activity in this market segment; and is a reasonable alternative.
 - A potential weakness is that the subject property is in more of an outlying suburban location, and is somewhat less convenient to city/suburban amenities.
 - Per the for sale by owner sign on the subject property, an assisted living facility is option.

- A concern related to this option is if demand is sufficient. Many new facilities have been constructed in the greater Kalamazoo/Portage area in recent years. There is the possibility of over-building.
- There are several acres of additional land adjacent to the east side of the subject property. If these (2 to 3) parcels could be assembled, this could enhance development options.
- An equally valid Highest and Best Use option, is to hold the property and leave it vacant until a feasible development option emerges.
- **Conclusion.** There is no obvious single development option. Development land can remain vacant for a long period of time, while other similar parcels in the region are developed with no apparent reason for one site selection over another.

Sales Comparison Analysis

- The sales comparison approach is the analysis of comparable property sales situated in the same or similar markets.
- Sales are rare in this market segment; therefore, it was necessary to include:
 - A broader geographical comparable sale search area than preferred.
 - Properties with diverse property features and characteristics, and that are not as similar to the subject as preferred.
 - Sales that are older than preferred.
- In addition to the sales comparison analysis, current competitive listings were also taken into consideration but are not included in the appraisal report.
- It is often appropriate to analyze the comparable sales using units of comparison. The most appropriate unit of comparison for this market segment is the price per acre.
- The comparable sale search included the greater Kalamazoo-Portage metropolitan area.

Comparable 1



9300 South Sprinkle Road
City of Portage, Kalamazoo County

<i>Price per Acre</i>	\$12,136
------------------------------	-----------------

<i>Price</i>	\$125,000
<i>Terms</i>	Conventional mortgage
<i>Sold</i>	6-1-21
<i>Grantor</i>	Ananda Properties, LLC
<i>Grantee</i>	Derek, Beverly L.
<i>Recording Instrument</i>	Warranty Deed, document #Not yet available, very recent sale
<i>Market Exposure Time</i>	223 days
<i>List Price</i>	Initial: \$129,900. Final: \$129,000
<i>3-Year Property History</i>	None known
<i>MLS #</i>	15033417
<i>Assessor's Parcel #</i>	3910-00023-502-O

Site

<i>Size (combined)</i>	10.3 acres (per City of Portage)
<i>Road Frontage</i>	1,101 feet
<i>Public Utilities</i>	Electricity
<i>Zoning</i>	"R-1B" Single Family Residential
<i>Corner</i>	No
<i>Topography</i>	Slightly undulating
<i>Water Feature</i>	Pond

Comments

- Public School District: Portage
- Per the Road Commission of Kalamazoo County, the ADT count taken in 2019 1/2 mile south of this property was: 9,067.
- The property is currently vacant.
- An estimated 15% of the parcel is wetlands.
- Located close to Austin and Long Lakes.
- Per the listing agent, the property has been approved for (4) well/septic locations

Comparable 1 - Aerial Sectional Map



Comparable 2



Stadium Drive

Texas Township, Kalamazoo County

Price per Acre

\$18,293

<i>Price</i>	\$300,000
<i>Terms</i>	Conventional mortgage
<i>Sold</i>	5-28-21
<i>Grantor</i>	PPR Propertied, LLC
<i>Grantee</i>	Kaur, LLC
<i>Recording Instrument</i>	Warranty Deed, Document #2019-014558
<i>Market Exposure Time</i>	Not applicable, private sale
<i>List Price</i>	Not applicable, private sale
<i>3-Year Sales History</i>	None known
<i>MLS #</i>	Older expired listing, #2724260
<i>Assessor's Parcel #</i>	3910-00280-013-O and 3910-00280-013-O

Site

<i>Size</i>	16.4 acres (net of public road right-of-way)
<i>Road Frontage</i>	♦ 780+- on Stadium Dr. ♦ 840+- on S. 1st St.
<i>Zoning - Mixed</i>	> North 2/3 "C-4" Commercial District - Highway > South 1/3 "R-2" Residential District - Single Family
<i>Public Utilities</i>	Electricity
<i>Corner</i>	Yes, southeast corner of Stadium Dr. and S. 1st St.
<i>Topography</i>	Generally level

Comments

- This is currently used as tillable land
- Per the Road Commission of Kalamazoo County, the ADT count taken in 2018 a 1/2 mile west of this property was: 9,577.

Comparable 2 - Aerial Sectional Map



Comparable #3



Eagle Ridge Drive
Richland Township, Kalamazoo County

Price per Acre

\$8,571

<i>Price</i>	\$90,000
<i>Terms</i>	Cash
<i>Sold</i>	3-27-20
<i>Seller</i>	Carter, Scott
<i>Buyer</i>	Hammer, Diane L. Trustee
<i>Recording Instrument</i>	Warranty Deed, Document #2020-014019
<i>Market Exposure Time</i>	10 days
<i>List Price</i>	Initial and final: \$75,000
<i>3-Year Sales History</i>	None known
<i>MLS #</i>	20008815
<i>Assessor's Parcel #</i>	3903-32-151-049

Site

<i>Size</i>	10.5 acres
<i>Road Frontage</i>	78.45 feet on Eagle Ridge Drive
<i>Zoning</i>	"A" Single Family Residential
<i>Public Utilities</i>	Electricity, natural gas
<i>Topography</i>	Somewhat rolling
<i>Corner</i>	No

Comments

- Assessor's 2020 market value estimate: \$63,400. Based on the sales price of \$90,000 this property was 30% under-assessed at the time of sale.
- This east side of this property is adjacent to the Eastern Heights single family residential plat. An outlet is configured for this plat to connect to the subject property for future expansion of the plat.
- The south side of this property is adjacent to the public Eastern Hills Golf Course.
- The west and north sides of this property are adjacent to Consumers Power High Voltage Lines corridor.
- Public school district: Gull Lake
- Features: mix of wooded and open areas

Comparable 4



Meridian Avenue & 3005 Sunset Road
Oshtemo Township, Kalamazoo County

Price per Acre

\$12,916

<i>Price</i>	\$225,000
<i>Terms</i>	Land contract, short term - cashed out 4-20-19 Warranty Deed Document #2019-011984
<i>Closed</i>	4-30-18
<i>Grantor</i>	Trinity Enterprises, Inc.
<i>Grantee</i>	CH 56 LLC
<i>Recording Instrument</i>	Memorandum of Land Contract, document #2018-015066
<i>Market Exposure Time</i>	Not applicable - private sale
<i>List Price</i>	Not applicable - private sale
<i>3-Year Property History</i>	Only internal changes
<i>MLS #</i>	Not applicable - private sale
<i>Assessor's Parcel #</i>	3905-26-460-021 and 3905-26-456-140

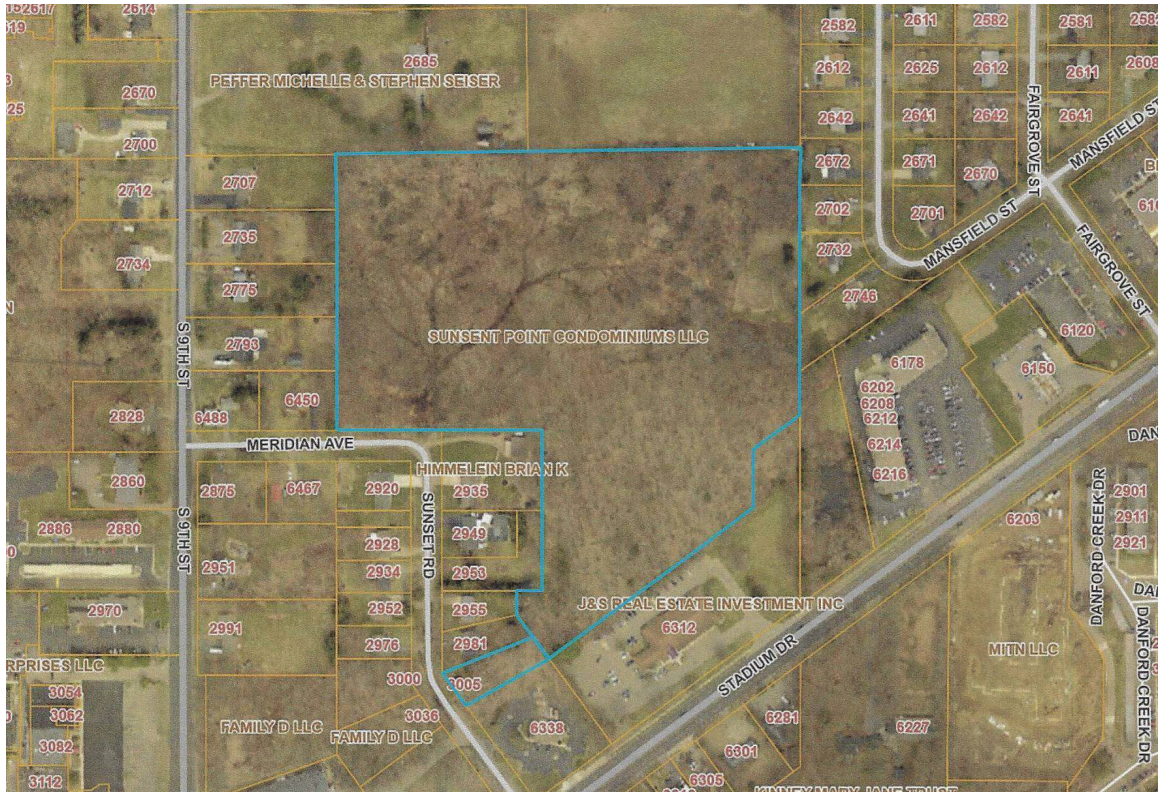
Site

<i>Size (combined)</i>	17.42 acres (based on on-line measuring tools)
<i>Road Frontage</i>	♦ 225 feet on Meridian Ave. ♦ 85.78 feet on Sunset Dr.
<i>Public Utilities</i>	Water, sewer, electricity, natural gas
<i>Zoning</i>	"R-2" Residence
<i>Corner</i>	No
<i>Features</i>	Generally level topography

Comments

- This property is comprised of 2 contiguous parcels
- This property fronts on residential sides streets. No ADT counts are available.
- 3005 Sunset Rd could be used as a point of ingress/egress for a future development.

Comparable 4 - Aerial Sectional Map [\(This property highlighted in blue\)](#)



Comparable 5



North 9th Street
Oshtemo Township, Kalamazoo County

<i>Price per Acre</i>	\$19,348
------------------------------	-----------------

<i>Price</i>	\$190,000
<i>Terms</i>	Cash
<i>Sold</i>	7-7-17
<i>Seller</i>	West Side Church of Christ
<i>Buyer</i>	Marroll, LLC
<i>Instrument Type</i>	Warranty Deed, document #2017-023742
<i>Market Exposure Time</i>	308 days
<i>List Price</i>	Initial and final: \$199,900
<i>3-Year Sales History</i>	Purchased by West Side Church of Christ on 12-23-15 for \$150,000
<i>MLS #</i>	16042646
<i>Assessor's Parcel #</i>	3905-14-130-017

Site

<i>Size</i>	9.82 acres (net of public road right-of-way, believed to be 33 feet wide)
<i>Road Frontage</i>	332.76 feet
<i>Zoning</i>	"R-2" Residence District
<i>Public Utilities</i>	Water, sewer, electricity, natural gas
<i>Corner</i>	No
<i>Features</i>	Open, primarily level

Comments

- Public School District: Kalamazoo
- This is currently vacant land
- The property located immediately north is improved with a new facility for West Side Church of Christ. A newer residential plat is located just north of the new church. To the south is a Meijer superstore.
- The assessor's market value at the time of sale was \$39,800. Based on the sale price, this property was 79% under-assessed.

[illegible]

Vacant Land - Comparable 6



1075 Bacon Avenue

City of Portage, Kalamazoo County

Price Per Acre

\$18,233

<i>Price</i>	\$289,000
<i>Terms</i>	Cash
<i>Sold</i>	6-21-16
<i>Market Exposure Time</i>	0 (reported for comparable sale purposes)
<i>List Price</i>	Initial and final: \$289,900
<i>Grantor</i>	Argondelis, Anthony
<i>Grantee</i>	Wolverine Holding Co., LLC
<i>Recording Instrument</i>	Warranty Deed, document #2016-022125
<i>3-Year Sales History</i>	None known
<i>MLS #</i>	16028173
<i>Parcel #</i>	3910-00027-150-B

Site

<i>Size</i>	15.85 acres
<i>Road Frontage</i>	Access via 3 out-lots
<i>Water Feature</i>	None known
<i>Topography</i>	Rolling
<i>Public Utilities Available</i>	Water, sewer, electricity, natural gas
<i>Public Road</i>	Paved
<i>Zoning</i>	"R-1C" Residential, One Family

Other Features and Comments

- A mix of wooded and open area.
- School district: Portage
- This parcel was intended to provide space for new phases of adjacent existing residential plats.
- I appraised this property just prior to the sale.
- Some plat improvements had been completed such as partial clearing the woods for the road way
- The assessor's market value at the time of sale was \$155,400. Based on the sale price, this property was 46% under-assessed.

Comparable 6 - Aerial Sectional Map



Comparable 7



7110 West Main Street
Oshtemo Township, Kalamazoo County

Price per Acre

\$10,784

<i>Price</i>	\$220,000
<i>Terms</i>	Conventional
<i>Sold</i>	4-21-16
<i>Grantor</i>	Gruizenga, Jennette, Trust
<i>Grantee</i>	Ashbrook, Mark, Ranita, Caleb and Naomi
<i>Recording Instrument</i>	Warranty Deed, document 2016-014677
<i>Market Exposure Time</i>	On-off market since 6-2-09, 6+ years
<i>List Price</i>	Initial: \$650,000. Final: \$289,900
<i>3-Year Sales History</i>	None known
<i>Parcel #</i>	3905-15-285-010
<i>MLS #</i>	15005432

Site

<i>Size</i>	20.4 acres (net of public road right-of-way)
<i>Road Frontage</i>	725± feet
<i>Water Feature</i>	None known
<i>Public Utilities</i>	Water, natural gas, electricity
<i>Topography</i>	Slightly rolling
<i>Zoning</i>	"R-2" Residence District

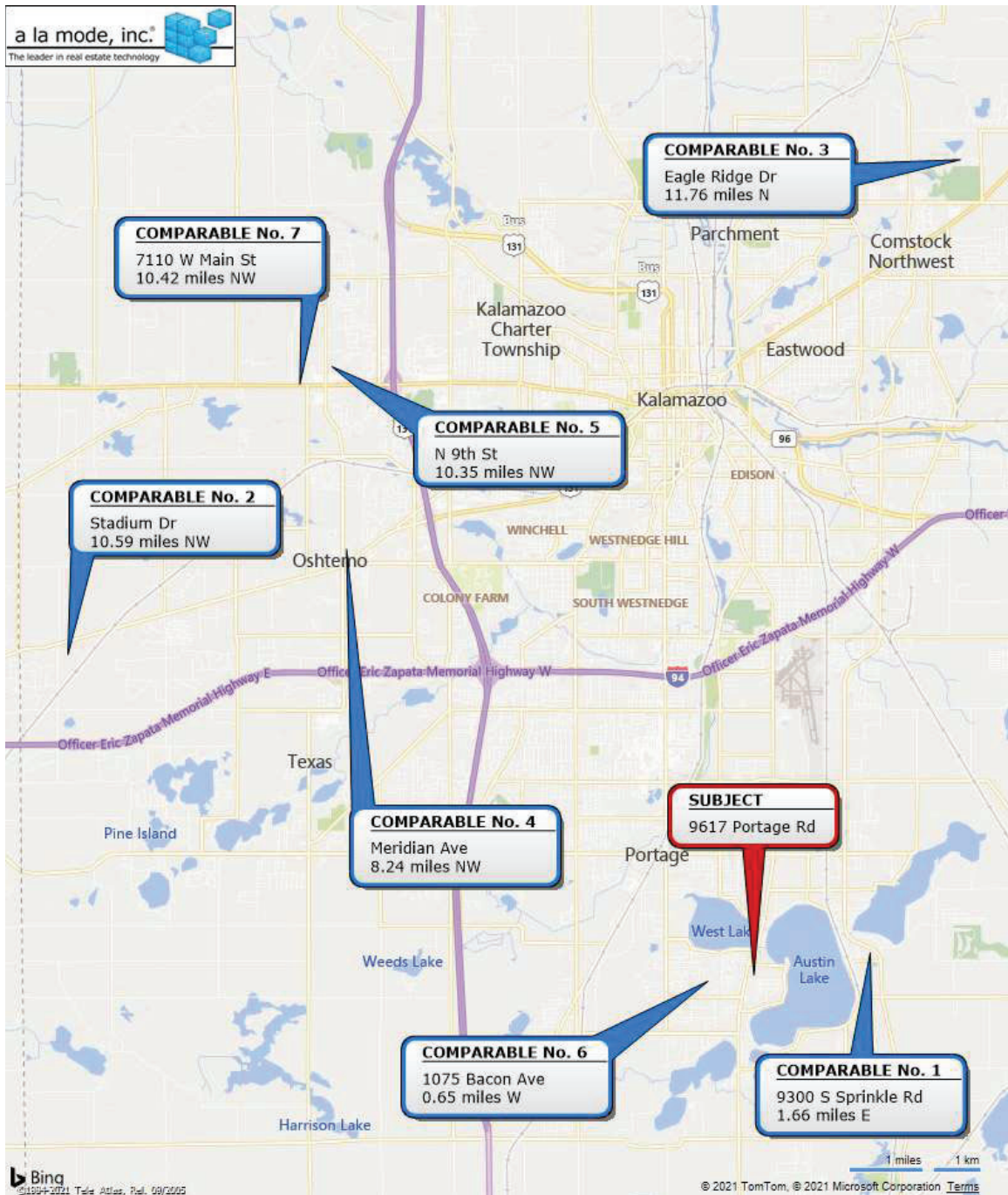
Comments

- Located a couple of hundred feet west of a newer Menards big box store. Intensive commercial development is nearby, as are some residential developments.
- Public school district: Kalamazoo
- There is an old unoccupied house, detached garage and small barn on the property. Per the listing agent, the value is in the land.
- The assessor's market value at the time of sale was \$167,400. Based on the sale price, this property was 24% under-assessed.

Comparable 7 - Aerial Sectional Map



Comparable Sale Location Map



Sales Comparison Adjustment Grid							
	MLS Exposed <u>Comp.1</u> 9300	Private Sale <u>Comp.2</u> ####	MLS Exposed <u>Comp.3</u> ####	Private Sale <u>Comp.4</u> ####	MLS Exposed <u>Comp.5</u> ####	MLS Exposed <u>Comp.6</u> 1075	MLS Exposed <u>Comp.7</u> 7110
<u>Address</u>	S. Sprinkle Rd.	Stadium Dr.	Eagle Ridge Dr.	Meridian Ave	N. 9th St.	Bacon Rd	W. Main St.
<u>Price per Acre</u>	\$12,136	\$18,293	\$8,571	\$12,916	\$19,348	\$18,233	\$10,784
<u>Time Adjustment</u>	<u>6-21</u> -0-	<u>5-21</u> -0-	<u>3-20</u> +4%	<u>4-18</u> +10%	<u>7-17</u> +12%	<u>6-16</u> +14%	<u>4-16</u> +15%
<u>Location Adjustment</u>	<u>Average-Good</u> <u>Inferior</u> +20%	<u>Inferior</u> +10%	<u>Inferior</u> +15%	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-
<u>Utility Adjustment</u>	<u>Good</u> <u>Inferior</u> +20%	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-
<u>Land Size Adjustment</u>	<u>13.58 acres</u> <u>10.3 acres</u> -3%	<u>16.4 acres</u> + 3%	<u>10.5 acres</u> -3%	<u>17.42 acres</u> +4%	<u>9.82 acres</u> -4%	<u>15.85 acres</u> +2%	<u>20.4 acres</u> +7%
<u>Zoning Adjustment</u>	<u>Residential</u> <u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-
<u>Other Adjustment</u>	<u>See Comments</u> <u>Inferior</u> +15%	<u>Inferior</u> +15%	<u>Inferior</u> +10%	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-	<u>Similar</u> -0-
<u>Net Adjustment</u>	+52%	+28%	+26%	+14%	+8%	+16%	+22%

Sale Comparison Analysis - Indicated Value

- The comparable sales have adjusted sales prices per acre ranging from \$10,799 to \$23,415. This is a broader range than preferred. Because sales are rare in this market segment, and each property is diverse in several aspects, it is difficult for market participants to establish pricing positions. As a result, sales prices are somewhat inconsistent.
- Comparables #2 and #4 are given the least weight because these were private sales. These comparable sales were not recently market tested and may not accurately reflect this market segment. Because sales are rare in this market segment, these were included for inferential purposes.
- Based on the sales comparison analysis, a rate of **\$18,000 per acre** is inferred as being reasonable for the subject property, multiplied by the subject's site area of **13.58 acres** equals \$244,440, rounded to **\$245,000**.
- I maintain the option to change the appraisal should it be discovered the site size is different via a professional source such as a property boundary survey; or other reliable source.
- I attempted to obtain the current asking price, however, they owner did not return phone calls.

Adjustments

Time

Market activity is rare in the subject's market segment, therefore, it is not realistically possible to establish market derived time adjustments. Based on other real estate activity in general, I have observed an appreciation rate of approximately 3% per year (also expressed as 0.25% per month). This rate goes back to early 2017. Prior to that commercial property values were generally static.

Location

Comparables #1, #2 and #3 are situated in areas with inferior market appeal to varying degrees.

Utility

Comparable #1 is located on a curve making ingress/egress more difficult.

Site Size

Adjustments are based on the premise that, all else being equal, the larger the site the lower the price per acre.

Zoning

From a value perspective, no adjustments are warranted for zoning differences.

Other

This category was used to account for differences in available public utilities.

Review of Indicated Values

<i>Cost Approach</i>	Not applicable
<i>Sales Comparison Analysis</i>	\$245,000
<i>Income Approach</i>	Not applicable

Reconciliation

Cost Approach

The *Cost Approach* is not applicable to vacant land/site appraisals.

Sales Comparison Analysis

This valuation approach is relied on as the sole indicator of value. It more directly reflects conditions in the subject's market segment. Comparable sales provide adequate support for an indication of value, however, the reliability is diminished somewhat as a result of the diverse characteristics and features of each comparable property, and because sales are quite rare.

Income Approach

This approach is not included. I am not aware of land leases being used in this market segment. As a result, reliable and relevant related data is not available. It is not possible to develop a reasonably supported indication of value by this valuation method.

Marketing Time / Exposure Time

- **Marketing times** typically range from a few days to a few years. There is no consistently predominate marketing time in this market segment. The comparable sales included in this report had market exposure times ranging from 10 days to 6+ years. If the subject property were offered for sale on the effective date of the appraisal, the marketing time would likely be 2 years or less; *assuming reasonable pricing; an adequate professional marketing effort; and continuing reasonably stable market conditions.*
- The value conclusion for the subject property is based on an **exposure time** of up to 2 years prior the effective date of the appraisal.

Value Conclusion

In my opinion, the *market* value for the subject property as of June 13, 2021 is:

\$245,000 (two hundred forty five thousand dollars)

Appraiser Information

Appraiser

Joel Francis, SRA, GRI

Professional Designations

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

Work History

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

Education

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

License

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

Memberships, Affiliations and Approvals

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

Appraisal Experience

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

PRIVACY NOTICE

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

Types of Nonpublic Personal Information We Collect

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

Parties to Whom We Disclose Information

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

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

Confidentiality and Security

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

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

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: New Class C Liquor License Application

SUPPORTING PERSONNEL: Erica Eklov, City Clerk
Kelly Peterson, Director of Community Development
Nicholas Arnold, Director of Public Safety - Police / Fire Chief
Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Adopt the Resolution of Local Government Support for Bennett Investment Group, LLC to obtain a new Class C Liquor License from the Michigan Liquor Control Commission for a location at 6650 S. Westnedge Avenue (Crossroads Mall), Suite FC7.

The city was contacted by Mr. Greg Bennett of Bennett Investment Group, LLC, who currently operates Mr. B's Snack Shack inside the Crossroads Mall Food Court. He expressed interest in applying to the Michigan Liquor Control Commission (MLCC) for one of apparently two remaining Class C Retail - On-Premise Liquor Licenses available within the City of Portage. The City Administration was not previously aware there were two available Class C licenses for the city, but verification with the MLCC has confirmed this status. According to the MLCC Local Governmental Unit retail license quota database, the City of Portage has 33 total Retail - On-Premises licenses allocated, with 31 currently assigned.

Per Chapter 6 of the Portage Code of Ordinances, the city has "powers with regard to the issuance, transfer, renewal or revocation of liquor licenses within its jurisdiction, with an orderly and nondiscriminatory procedure for the review and approval, by the city, of any and all requests for liquor licenses or any matter relating thereto, for the sale or dispensation of alcoholic beverages for on-premises consumption within the city, and each person who desires such a license, or the approval or renewal of such a license, shall comply with this article." This includes the sale of beer, wine, and/or spirits for on-premises consumption. Mr. Bennett is seeking to expand his current operation of Mr. B's Snack Shack to include a full sit-down restaurant in his location at the Crossroads Mall, utilizing the former carousel space as part of the seating area. He has completed and provided both his MLCC application, as well as the city application for a new Class C license and the associated \$850.00 city processing/review fee. However, Mr. Bennett has asked that, in addition to adopting the resolution, City Council waive the application fee. Should City Council wish to waive the fee, it is recommended that the item be removed from the Consent Agenda and the fee waiver be incorporated into the overall motion.

In accordance with the Code of Ordinances, the departments of Finance, Community Development, Fire, and Police have reviewed Mr. Bennett's application along with the current business status with the city. Community Development supports approval of the liquor license application, noting that construction plans and permit applications will need to be submitted to the department for review and

approval prior to establishing the work area, site plan, or commencing construction. Once permits have been issued and the work completed, a final inspection will be performed to ensure compliance with applicable construction codes and ordinance requirements. The Fire Division also supports this liquor license request and will perform a plan review and inspection(s) of all renovation and construction before any occupancy of the space is allowed. The Finance Department verified there are no delinquent real or personal property taxes due from “Mr. B's Snack Shack” and no taxes or special assessments are personally owed to the city by Mr. Bennett or Bennett Investment Group, LLC. The Police Division found nothing that would warrant a denial of the application.

Per Section 6-35 of the Code of Ordinances, the City Council can choose to do one of the following:

1. Recommend approval of the applicant to the MLCC for the issuance of a liquor license if the requirements of this article have been satisfied;
2. Reject the application, stating the reasons for such rejection; or
3. Postpone action on the application for a period not to exceed 60 days. (The 60-day limitation for postponement of action may be waived by the applicant and increased if the postponement is for the purpose of supplying the Council with additional information requested.)

As there are no outstanding issues with Mr. Bennett's proposal, it is recommended that City Council adopt the Resolution of Local Government Support for Bennett Investment Group, LLC to obtain a new Class C Liquor License from the MLCC.

FUNDING: There is no expense in approving the MLCC's Local Government Approval Resolution for the city. However, Mr. Bennett has submitted the \$850 city liquor application fee but has asked that City Council waive the fee.

- Attachments:**
1. City Liquor Application (Bennett)
 2. 2022 Class C Application -- Bennett Investment Group, LLC (6650 S. Westnedge, Ste 108) - internal only
 3. The Crossroads Mall - Lease Plan Upper Level (April 2022)
 4. Local Government Approval Resolution (Form LCC106)

Liquor License Application

Application Fee: \$850.00

Pursuant to Chapter 6 (Alcoholic Liquor) of the Code of Ordinances of Portage, Michigan, each applicant for a Liquor License within the City of Portage is required to submit a current and complete "City of Portage Liquor License Application" as furnished by the City Clerk.

INSTRUCTIONS TO COMPLETE APPLICATION:

Please provide the information requested. If additional room is required for a response, please attach a separate sheet. The completed application must be signed and dated by the applicant, if an individual, or by a duly authorized agent thereof, if a partnership or corporation.

The original application must be submitted to the City Clerk's Office.

Application fee (payable to the City of Portage), due at time of application submission.

Incomplete applications may be rejected from further consideration.

The City reserves the right to request additional information from the applicant as part of its review process.

SECTION 1: Applicant Information

(complete corresponding section that applies for your entity)

1(a): Individual Applicant

Name:		Age:	
Address:			
City:	State:	ZIP Code:	Phone:
E-mail:		Entity Website (if applicable):	

1(b): Partnership Applicant

List name, age, and address of all persons entitled to share in the profits thereof.

The general partner shall sign the application and all other documents required in connection with the application.

Name:		Age:	
Address:			
City:	State:	ZIP Code:	Phone:
E-mail:		Partnership Role:	
Name:		Age:	
Address:			
City:	State:	ZIP Code:	Phone:
E-mail:		Partnership Role:	
Name:		Age:	
Address:			
City:	State:	ZIP Code:	Phone:
E-mail:		Partnership Role:	
Name:		Age:	
Address:			
City:	State:	ZIP Code:	Phone:
E-mail:		Partnership Role:	
(list any additional persons on a separate sheet)			



1(c): Corporation Applicant

List name and address of all persons of all officers and directors thereof. (List any additional persons on a separate sheet.)

If an aggregate of more than 10% of the stock of such corporation is owned by any one person or his or her nominee, list the name, age, and address of such person.

Name:		Age:	
Address:			
City:	State:	ZIP Code:	Phone:
E-mail:		Corporation Role:	
Name:		Age:	
Address:			
City:	State:	ZIP Code:	Phone:
E-mail:		Corporation Role:	

1(d): Limited Liability Company Applicant

List for all members. (List any additional persons on a separate page.)

Name: Bennett Investment Group LLC.		Age: 53	
Address: 3831 Portage St. Suite 1			
Kalamazoo, MI 49001			
Name:		Age:	
Address:			
Name:		Age:	
Address:			

1(e): Business Manager: If the business to be operated by a local manager or agent, complete below.

Name: Greg Bennett		Title: Owner	
Address: 3831 Portage St. Suite 1			
City: Kalamazoo	State: MI	Zip Code: 49001	
Email Address: G. Bennett 5989@gmail.com		Phone: 269-267-5989	

SECTION 2: License Type

Type of License Desired:

New Class C

SECTION 3: Nature of Business

The nature of business of the applicant.

If a corporation, partnership or limited liability company, the object or objects for which it was formed:

To Serve food, beer, wine and spirits Located in the food court at the crossroads mall. To be a social gathering and meeting place in the mall. To bring interest back to the mall

SECTION 4: Location Information

Proposed Business Location & Description:

Address: 6650 S. Westnedge

Unit/Suite: FC7

Parcel ID:

Description: Round Carousel area plus approx 2,000 sq ft. of Food court sitting area

SECTION 5: Attestations

Provide a written statement below regarding the applicant's character, experience and financial ability to meet the obligations and business undertakings for which the license is to be issued.

Include the length of time said applicant has been in the business of that nature, or, in the case of a corporation, partnership, or limited liability company, the date in which the entity came into existence:

Mr. Bennett is an Army Vet with impeccable character. Awarded several distinguished combat metals and awards. I have owned and managed several successful businesses. This LLC, Bennett Investment Group, was formed specifically to build a bar in the Crossroads Mall. Operated Mr. B's Snack Shack since April 2000.

Provide a written statement below whether applicant has, prior to this application, made application for a license to sell beer and wine or spirits and the date, place, and description of such application or applications.

N/A

Provide a written statement below that the applicant will not violate any of the ordinances of the City of Portage or laws of the State of Michigan or of the United States in the conduct of its business.

I, Greg Bennett, will not violate any of the ordinances of the city of Portage or laws of the State of Michigan or of the United States in the conduct of its business.

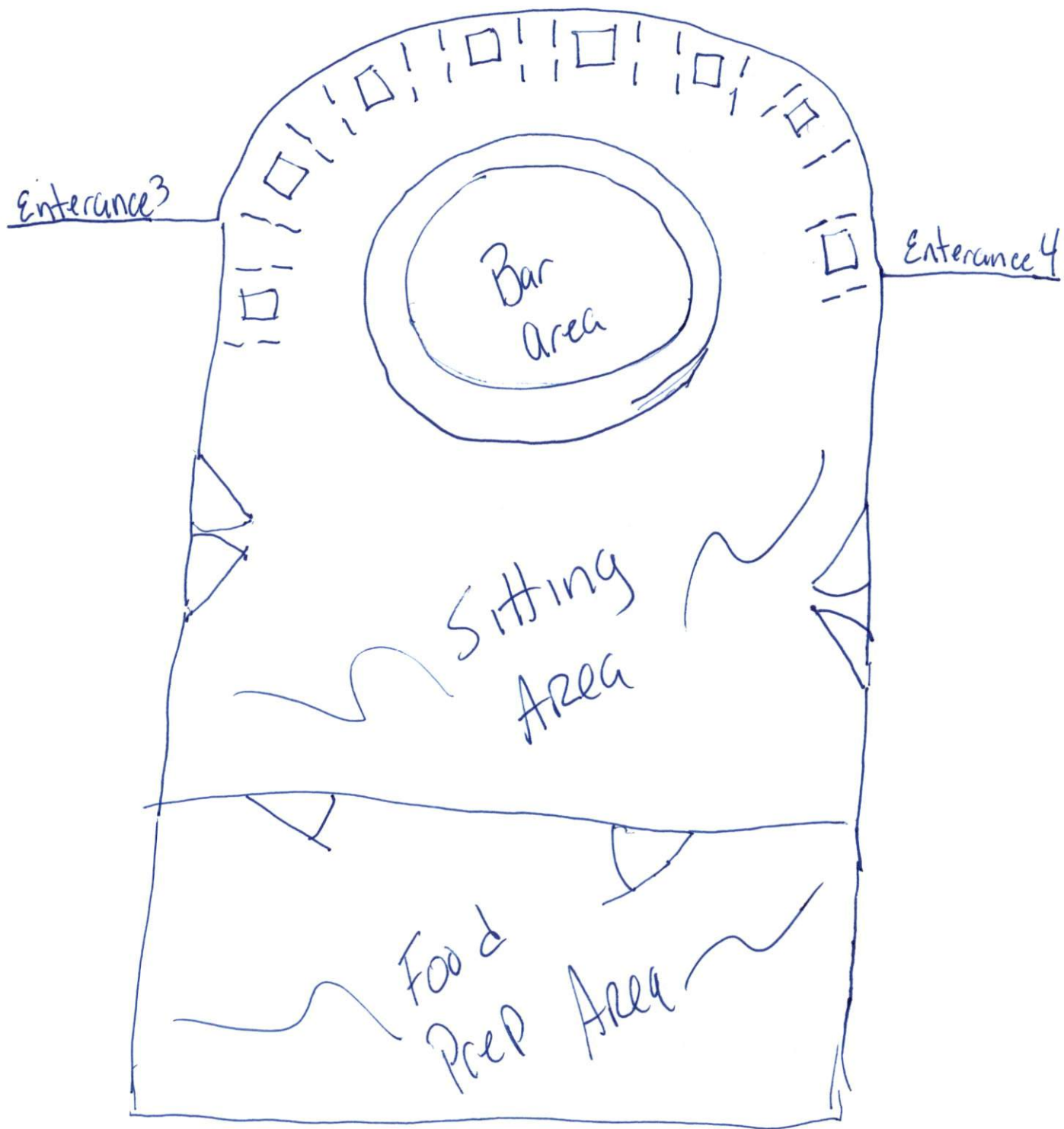
Provide a written statement below that, should any of the information provided in his or her application or any attachment thereto change during the term of this license or any renewal thereof, the applicant will notify the City Clerk in writing within thirty (30) days of such change.

Should any of the information provided in this application or any attachment thereto change during the term of this license or any renewal thereof, ~~the applicant~~, I will notify the city clerk in writing within 30 days of such change.

SECTION 6: Additional Information (optional)

Provide any other information pertinent to the applicant and operation of the proposed facility below.
(Attach additional page, if necessary.)

Attach an 8-1/2" x 11" building and grounds layout diagram showing the entire structure, premises, and grounds and, in particular, the specific areas where the license is to be utilized. The plans shall show the relationship of the proposed structure to the surrounding property and land use and shall demonstrate adequate off-street parking, lighting, refuse disposal facilities and where appropriate, adequate plans for screening and noise control.



Execution:

Signed: _____

Greg Bennett

Bennett Investment Group LLC

(Name of entity or individual)

Date: _____

6/7/22

Witness: _____

Erica J. Eller

Erica L. Eller

Witness: _____

Arnon Thiel

Arnon Thiel

THE COMPLETED APPLICATION AND THE APPLICATION FEE IN THE AMOUNT OF
\$850 SHOULD BE MAILED OR DELIVERED TO:

City Clerk

City of Portage

7900 South Westnedge Avenue

Portage, MI 49002

Dear Mayor and Council-members:

The Crossroads Mall has been a staple in Portage since it was built in 1980; however, retail shopping had been changing over the years. COVID-19 and the ease of using Amazon accelerated the move to online shopping.

The food court in the mall is down to one restaurant. I will be putting a considerable investment in renovating the space to turn it into an up and coming restaurant/bar. With that, I am requesting the \$850 application fee be waived. Revitalizing this space is a win-win for not only me and my potential investors but the city as well.

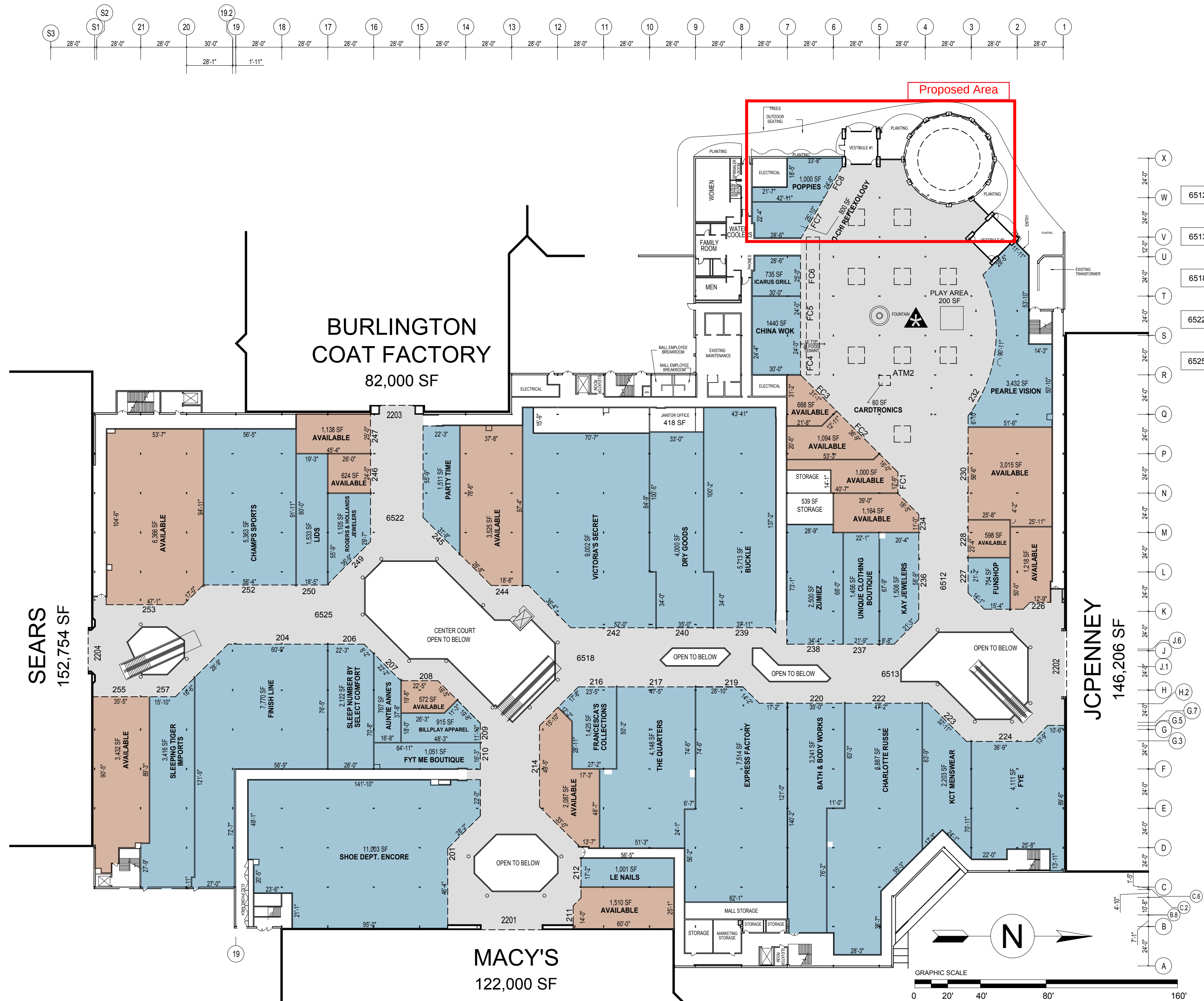
I appreciate your consideration and assistance.

Sincerely,

A handwritten signature in dark ink, appearing to read "Greg Bennett", with a long horizontal flourish extending to the right.

Greg Bennett

AVAILABLE
LEASED



THE CROSSROADS MALL

6650 SOUTH WESTRIDGE AVENUE
PORTAGE, MICHIGAN 49024

TENANT NAMES SHOWN ON THIS PLAN REPRESENT LEASES WHICH ARE EXECUTED, OUT FOR SIGNATURE, OR IN NEGOTIATION. SPECIFIC NAMES, LOCATIONS, DIMENSIONS OF ANY STORE, ENTRANCE, OR IMPROVEMENT ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED ON THIS PLAN.

NOTWITHSTANDING THAT CERTAIN OF THE ELEMENTS, INCLUDING BUT NOT LIMITED TO THE TENANT NAMES, SHOWN ON THIS PLAN MAY BE INDICATED AS FUTURE OR PROPOSED, LANDLORDS MAKES NO REPRESENTATION THAT THE FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALLS.

PROJECT NO: 05
DRAWN BY: JB
© KOHAN Retail Investment Group

DESCRIPTION
LEASE PLAN
upper level

SHEET NO.
LP2

DATE: April 2022
(147)



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Alternate Meeting Dates for July and December Board of Review Meetings

SUPPORTING PERSONNEL: Aaron Powers, City Assessor
Andrew Falkenberg, Deputy City Assessor

ACTION RECOMMENDED: Adopt a resolution allowing for the setting of alternative meeting dates for the July and December Board of Review meetings.

By law, the July and December Board of Review are held on the same dates for every jurisdiction throughout the State of Michigan, unless a resolution is passed otherwise. The Michigan legislature allows for this as follows:

MCL 211.53b (7)

(7) The governing body of the city or township may authorize, by adoption of an ordinance or resolution, 1 or more of the following alternative meeting dates for the purposes of this section:

- (a) An alternative meeting date during the week of the second Monday in December.
- (b) An alternative meeting date during the week of the third Monday in July.

In an attempt to better serve the City of Portage, WCA Assessing is respectfully requesting the adoption of the accompanying resolution which would allow the Assessor's Office to alternatively schedule the July and December Board of Review during the week as identified by the above statutes. This would allow greater flexibility in scheduling for both the board and available meeting spaces. If adopted, the alternative date would still be posted in the usual manner. If the resolution is not approved, the July and December Boards of Review will continue to meet on the set Tuesdays of their respective weeks.

It is recommended that the City Council adopt a resolution allowing for the setting of alternative meeting dates for the July and December Board of Review meetings.

FUNDING: Not applicable.

Attachments: 1. Resolution to set alternate meeting dates for July & Dec Board of Review

CITY OF PORTAGE, MICHIGAN

**RESOLUTION TO SET ALTERNATIVE MEETING DATES FOR THE JULY AND
DECEMBER BOARD OF REVIEW MEETINGS**

At a regular meeting of the Council of the City of Portage, Kalamazoo
County, Michigan held at the City Hall in said City on the ____ day of
_____, 2022 at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____, and seconded by:

COUNCILMEMBER: _____.

WHEREAS, Section 53b of the General Property Tax Act, MCL 211.53b,
requires a Board of Review that meets in July and December to meet on the Tuesday
following the third Monday in July and the Tuesday following the second Monday in
December; and

WHEREAS, Public Act 122 of 2008, effective May 9, 2008, allows for an
alternate July and December Board of Review meeting date during the week of the
third Monday in July and during the week of the second Monday in December, if
authorized by the governing body of the municipality, and;

NOW, THEREFORE, BE IT RESOLVED, Pursuant to Public Act 122 of 2008
City of Portage authorizes the Board of Review to schedule an alternative meeting
date during the week of the third Monday in July and the during the week of the second
Monday in December. Said meeting will be posted pursuant to the Open Meetings Act.

YEAS:

Councilmember: _____

NAYS:

Councilmember: _____

ABSENT:

Councilmember: _____

RESOLUTION DECLARED ADOPTED:

ERICA EKLOV, City Clerk

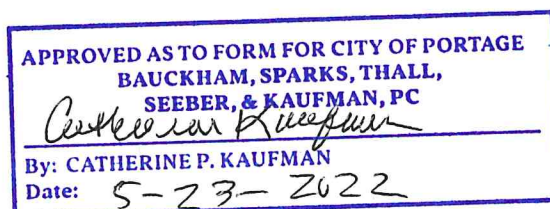
CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, 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 _____, 2022, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2022.

ERICA EKLOV, City Clerk



TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Rezoning Application #21/22-2 and Tentative Plan, from R-1B to Planned Development for Woodway Condominiums, 7425 Oakland Drive.

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Accept the Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive, for first reading and set a public hearing for July 26, 2022; and subsequent to the public hearing, consider approving Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive.

Overview

Applicant Omar Azam has submitted a Rezoning Application and Tentative Plan to rezone 7425 Oakland Drive from R-1B to Planned Development in order to facilitate the development of "Woodway Condominiums," 15 new attached townhomes with a density of 6.98 units/acre on the 2.15-acre lot. By rezoning the property to Planned Development, the developer seeks more flexibility in housing types than what is currently allowed in the R-1B district. Construction is expected to occur in a single phase over two years, following completion of approval processes.

Proposed Development

The developer's stated design goal is to *"create affordable residential units with a contemporary style using high quality materials... that will appeal to a variety of potential families."* The proposed development will provide a total of 15 units, with a mix of two single-family dwelling unit layouts that range from 1,932 - 2,087 square feet with forecasted unit price range from \$350,000 - \$400,000. Two types of layouts are proposed:

- One dwelling unit layout provides all second-floor bedrooms with an office/den option for younger families.
- One dwelling unit layout features a first-floor Owner's Suite to accommodate senior populations and that may be used as an in-law suite.

The proposed development comprises three (3) four-unit buildings and one (1) three-unit building, all of which will be two-story buildings with an estimated height of 27 feet. All units will have a front entry porch, back patio area, and an attached two-car garage (385-403 square feet) with additional driveway parking. The planned development includes common open space with sidewalks. The proposed buildings were designed to optimize outdoor space, both private and common, for residents, and sidewalks are provided for connectivity. No basements are proposed.

The buildings would be located 42 feet from the front lot line (Oakland Drive), 53 feet from the northern lot line, 20 feet from the east lot line, and 10 feet from the southern lot line. A proposed driveway off Oakland Drive will provide access to the entire development for vehicular access, as well as a sidewalk connecting to Oakland Drive for pedestrian access. Landscaping will be provided around the primary driveway and throughout the entire site. Landscape screening is also proposed between the southern property line and the proposed condominiums.

Rezoning to Planned Development

By rezoning the property to Planned Development (PD), the developer seeks more flexibility in housing arrangements than what is currently allowed in the R-1B district. The Planned Development allows the developer to creatively provide a variety of housing styles, and flexibility in building heights and setbacks. The following features are being sought in relation to rezoning to PD:

- The development consists of four rows of attached two-story townhouses, which would not be allowed in the underlying R-1B district.
- The condominium unit would range in size from 1,932 - 2,087 square feet with a two-car attached garage.
- The development results in a density of 6.98 units/acre, allowable in PD but not R-1B.
- Establishment of a homeowners' association to maintain private driveways, shared open spaces, landscaping, and other amenities.

In the Planning Commission staff report dated June 2, 2022, the Department of Community Development recommended: *"If no additional public comment is requested and the Commission is supportive of the proposed Rezoning and Tentative Plan request, staff advises the Planning Commission to make a recommendation to City Council that the Rezoning Application #21/22-2 and Tentative Plan, from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive be approved."*

Public Hearings

A public hearing for this rezoning application was opened at the May 19, 2022, Planning Commission meeting. During the meeting, the Commission discussed the proposed rezoning. Two members of the public provided testimony and expressed opposition to the project due to perceived concerns about traffic safety and congestion, impacts on property values of nearby homes, and impacts on viewsheds of adjacent homes. Additionally, three letters of public comment were received on May 19 (one in support of the project, two against) which were shared with the Commission. The Commission voted to continue the public hearing to the June 2, 2022, Planning Commission meeting and requested additional information from the Administration including:

- Information regarding the density of existing condominiums along Oakland Drive, and
- Information and data from the Transportation and Utility Department to address public concerns regarding perceived traffic impacts of this project.

The requested information was provided to the Commission in a memo prior to the June 2, 2022, Planning Commission meeting. The information is summarized below, and the full memo and data are provided as an attachment to this agenda item.

The Commission requested information regarding the density of existing condominiums along Oakland

Drive, specifically ‘Whisper Rock Condominiums’, ‘Eagle Meadows Condo’, and ‘The Village at Brighton Lane’. The density, acreage, and total units of those condominium projects (as well as the proposed Woodway Condominiums for comparison) are shown here:

Whisper Rock Condominiums

- 94 approved condo units
- 47.6 total acreage
- Density = 1.9 units/ acre

The Village at Brighton Lane

- 32 approved condo units
- 5.9 total acres
- Density = 5.4 units/ acre

Eagle Meadows Condo

- 22 approved condo units
- 4.08 total acreage
- Density = 5.3 units/ acre

Proposed Woodway Condominiums

- 15 proposed condo units
- 2.15 total acres
- Density = 6.9 units/ acre

A second public hearing related to this rezoning application was opened at the June 2, 2022, Planning Commission meeting. The applicant's representative, Aswar Madi of J&A Architecture Engineering, was present to support the application and explain the project. Four additional public comments were received, expressing similar traffic concerns, which were shared with the Commission. At the meeting, four members of the public provided testimony and expressed opposition to the project. City Traffic Engineer, Muhammad Arif was in attendance and presented information highlighting the current traffic data and conditions in relation to this site, answered questions from the Commission and the public, and provided a data-based assessment that *"since both trips generated and the crash history numbers are markedly low, the Department of Transportation and Utilities does not see any adverse traffic congestion or traffic safety issues posed by the proposed development."* Following public testimony, information provided by city staff, and the applicant, the Planning Commission determined no further discussion was needed and voted to close the second public hearing.

After careful consideration, the Commission voted unanimously (7-0) to recommend to City Council that Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive, be approved.

It is recommended that City Council accept the Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive, for first reading and set a public hearing for July 26, 2022; and subsequent to the public hearing, consider approving Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive.

FUNDING: Not Applicable

- Attachments:**
1. Planning Commission report dated May 19, 2022 with attachments and public comments
 2. Planning Commission Minutes dated May 19, 2022
 3. Planning Commission report dated June 2, 2022 with attachments
 4. 1st Reading Rezoning #21/22-2, 7425 Oakland Drive
 5. Planning Commission Transmittal dated June 16, 2022
 6. Planning Commission Minutes dated June 2, 2022

TO: Planning Commission**DATE:** May 19, 2022**FROM:** Kelly Peterson, Director of Community Development**SUBJECT:** A Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive.**I. INTRODUCTION:**

Applicant Omar Azam has submitted a Tentative Plan to rezone 7425 Oakland Drive from R-1B to Planned Development in order to facilitate the development of 15 new attached townhomes with a density of 7 units/acre on the 2.15-acre lot. By rezoning the property to Planned Development, the developer seeks more flexibility in housing types than what is currently allowed in the R-1B district. Construction is expected to occur in a single phase over two years, following completion of approval processes.

II. BACKGROUND INFORMATION:**Existing Conditions**

The subject property was acquired in 2021 by the applicant, Omar Azam and Saima Munawar of TLG Parkview, LLC to facilitate development. According to City's Assessor records, TLG Parkview, LLC also owns the property to the south (A Touch of Home childcare) located at 7455 Oakland Drive.

The following table summarizes existing conditions in the area:

Existing Land Use/ Zoning	• The subject site is vacant and zoned R-1B Single family residential. • <u>North</u>: Kingdom Hall of Jehovah's Witness; 7415 Oakland Dr., R-1B Single Family Residential • <u>South</u>: A Touch of Home childcare, 7455 Oakland Dr., R-1B Single Family Residential • <u>West (Across Oakland Drive)</u>: Single-family House, 7418 Oakland Dr., R-1B Single Family Residential • <u>East</u>: Single-family House, 7422 Starbrook St., R-1B Single Family Residential.
Public Streets	The surrounding roadway network: Oakland Drive (Total of 13,048 average daily trips) to the west (frontage street); Starbrook Street (no counts provided on local residential streets) to the east; and Schuring Road (Total of 2,836 average daily trips-2019) to the south.
Public Utilities	City sanitary sewer and water are available on Oakland Drive.
Environment	The subject site is undeveloped having a forested area with a mix of trees, bushes, grassy areas. The site rises from Oakland Drive to the rear lot line.
Unique Conditions	No mapped wetlands or flood hazards exist on the site. No mapped or identified historic structures or buildings exist.

The following sections of Chapter 42. Division 4. Zoning Districts and District Regulations apply and are addressed further in this report:

- [Subdivision 11 – PD, Planned Development District](#), and
- [Division 8 – Administration and Enforcement](#) (Rezone Applications)

Proposed Development

The developer's stated design goal is to *"create affordable residential units with a contemporary style using high quality materials... that will appeal to a variety of potential families."* The proposed development will provide a total of 15 units, with a mix of two single-family dwelling unit types that range from 1,932 - 2,087 square feet, comprising the following layouts:

- One dwelling unit type provides all second floor bedrooms with an office/den option for younger families.
- The second dwelling unit type provides a first floor Owner's Suite for the senior population that may be used as an in-law suite.

The buildings will be two-stories, with an overall estimated height of 27 feet. There are (3) 4-unit buildings and (1) 3-unit building that will provide for the proposed multifamily condominium units. All units will have a front entry, attached two-car garage (385-403 square feet) with additional driveway parking. The planned development includes common open space with sidewalks for all residences. The

proposed buildings were designed to optimize outdoor space, both private and common, for residents and sidewalks are provided for connectivity. Additionally, each unit will have a front porch and back patio area. No basements are proposed.

The buildings would be located 42 feet from the front lot line (Oakland Drive), 53 feet from the northern lot line, 20 feet from the east lot line, and 10 feet from the southern lot line. A proposed driveway off Oakland Drive will provide access to the entire development for vehicular access, as well as a sidewalk connecting to Oakland Drive for pedestrian access. Landscaping will be provided around the primary driveway and throughout the entire site. Landscape screening is also being proposed between the southern property line and the proposed condominiums.

Rezoning to Planned Development

The Planned Development (PD) allows the developer to creatively provide a variety of housing styles, and flexibility in building heights and setbacks. The following list highlights features that are being sought by rezoning to PD:

- The development consists of four rows of attached two-story townhouses, which would not be allowed in the underlying R-1B district.
- The condominium unit would range in size from 1,932– 2,087 square feet with a two-car attached garage.
- The development results in a density of 7 units/acre, allowable in PD but not R-1B.
- Establishment of a homeowners' association to maintain private driveways, shared open spaces, landscaping, and other amenities.

III. ANALYSIS:

Staff analysis has been prepared with consideration to the following elements:

Comprehensive Plan

Rezoning applications are reviewed for consistency with the Comprehensive Plan. The Future Land Use map designates the subject property, and others in the neighborhood, as 'Low Density Residential', which is defined as single family housing densities of 1-4 units/acre. The existing homes within the neighborhood fall within this density range. The applicant's proposal is a moderately more dense 7 units/acre.

The subject site has abutting commercial properties (church to the north, daycare center to the south) and Oakland Drive Park within walking distance. As developable land in the city becomes scarce and housing demand increases, increased density will help accommodate future needs. The Oakland Drive corridor provides access to multiple neighborhoods, commercial areas, highways, and parks, making it attractive and marketable to many residential users who seek a variety of housing preferences and amenities. Therefore, a moderately higher density proposed is appropriate at this site, with consideration

given to building and site design to ensure harmony with the existing neighborhood and commercial uses.

Preliminary Evaluations from the Development Review Team (DRT)

This project was reviewed by the Development Review Team (DRT) who ensures that the proposed development is consistent with the City's ordinances, policies and standards. In the preliminary review, the proposed project was determined to generally meet the requirements.

Planned Development - Sec 42-374 Site Development Requirements.

Staff finds this section is met with the submitted application for the following reasons:

The attached project narrative and site plan addresses items under this ordinance.

The proposal consists of 15, two-story attached units. Each unit will include a two-car garage and a paved driveway.

Select units will offer a ground-level 'owner's suite' to provide for and attract senior citizens.

City water and sewer will be extended from Oakland Drive. Stormwater will be managed on-site with an anticipated mix of aboveground and underground facilities.

The project provides vehicular and non-motorized access throughout the site. A new, private driveway will serve the development and guide residents to each attached housing unit. Pedestrian connections will be provided via sidewalks internally throughout the development and connect to the existing sidewalk on Oakland Drive, consistent with the City's Complete Streets policy.

The site is within walking distance of Oakland Drive Park.

Landscaping will be provided around the perimeter and interior of the development.

Open spaces in the northeast and southern corners will also be landscaped.

Landscape screening along the southern and eastern property lines will add a more natural feature between the proposed development and the existing residences to the south and east.

Each row of buildings is designed at two-stories, similar in height to the existing two-story homes in the neighborhood.

The proposed density of 7 units/ acre is consistent with the PD district.

The separation distances noted on the site plan provide the setbacks from abutting property lines.

Planned Development - Sec 42-375 Plan review and approval (PD, planned development); Tentative Plan

Staff finds Items A – E of the Tentative Plan to be met with the submitted application; and Sec 42-375 (D - G) indicates required public hearings by the Planning Commission and City Council.

Suitability of Existing R-1B District/ Impacts of Proposed Planned Development

The site is currently zoned R-1B, and is 2.15 acres, thus this property is allowed a maximum of 9.7 houses (density of 4.4 units/ acre). The applicant is pursuing a Planned Development to seek a moderately higher density development (7 units/ acre) and more flexibility than what is allowed under the R-1B district. To ensure neighborhood harmony with the adjacent residential and commercial uses, the applicant has provided the following:

additional landscaping for buffering and beautification;

proposed two-story building height is similar to the height of nearby single family homes;

each housing unit will have an attached garage and consists of a 3-bedroom, 2-bathroom layout, similar

to abutting single family homes to the east and south;
the development will establish a homeowners' association board to oversee the maintenance of the private driveway, general site and landscaping conditions.
the development is expected to have little to no impact on the abutting commercial uses to the north and south.

Public Noticing Requirement

Required public notice was sent to all property owners/occupants within 300 feet of the subject property on May 4, 2022. A public notice published in the Kalamazoo Gazette on May 4, 2022. As of the date of this report, staff has not received any public comments.

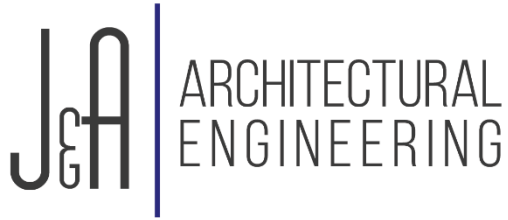
IV. RECOMMENDATION:

Consistent with the Planning Commission policy of accepting public comment at the initial meeting and continuing the tentative plan and rezoning consideration at a subsequent meeting, the Commission is advised to receive public comment during the May 19, 2022, meeting and adjourn the public hearing to the June 2, 2022, meeting.

If no additional public comment is requested and the Commission is supportive of the proposed Tentative Plan and Rezoning request, staff advises the Planning Commission to waive the second public hearing and make a recommendation to City Council that the Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive be approved.

Attachments:

1. Applicant's Project Narrative
2. Rezoning Application
3. Commercial Development Application
4. Applicant's Site Plan, Building Drawings
5. Comprehensive Plan - Future Land Use Map
6. Location Map
7. Staff's Picture Map



J&A ARCHITECTURAL ENGINEERING
3250 w. Big Beaver Road
Suite 510
Troy, MI 48084
313-600-1373
eafegley.arch@gmail.com

April 28, 2022

To: City of Portage
Planning Department
c/o Eric Feldt, AICP, CFM
7900 S Westnedge Avenue
Portage, MI 49002

RE: **7425 Oakland Drive**
Portage, MI 49024

1. A statement of purpose and objectives

Our design goal for the Architecture was to create affordable residential units with a Contemporary style using high quality materials. We clustered the buildings to optimize the outdoor space, both private and common, for residences.

2. A general plan of development, including a designation of proposed land uses by relative intensity and proportion of land area intended for each land use

The current zoning for the property located at 7425 Oakland Drive is R-1B (One family residential). We are submitting an application for consideration of a PD (Planned Development) rezoning. The size of the property is 2.15 acres. The proposal includes 4-unit and 3-unit buildings with a mix of two single family dwelling unit types. One dwelling unit type provides all second floor bedrooms with an office/den option for younger families. The second dwelling unit type provides a first floor Owner's Suite for an older population that may be used as an in-law suite. All units have front entry garages with the additional parking in driveways. The planned development includes common open space with sidewalks for all residences. There will be screening and landscaping to provide private outdoor spaces for each Residential unit. This development will provide the City of Portage high quality, affordable housing that will appeal to a variety of potential families.

Reference Sheet A1.1, Conceptual Landscape Plan for location of walks, screening, roadways, etc. Reference Sheet A1.0, Architectural Site Plan for setback dimensions and density calculations.

3. A program of development outlining the proposed stages of development

Site will be developed with overall infrastructure and Building #1 (Building Type 'A') first. Building #2 and Building #3 (Building type 'B') will be built second, followed by Building #4 (Building Type 'C').

4. The time schedule

Upon approval of rezoning, permit applications will be applied for. Site work will begin as soon as possible.

5. A statement demonstrating the independence of each stage and the integration of the proposed development into the proposed or existing development pattern

Overall development of Site to be completed over 2 year period. Each stage will not interfere with built, occupied dwelling units. Construction activity to be limited to area being built.

6. The general location and size of the area involved and the nature of the landowner's interest in the land proposed to be developed

7425 Oakland Drive is located South of Romence Road and North of W. Centre Avenue. The property is 2.15 Acres. Landowner proposes a multi-family development under a Homeowner's Association. Each unit to be individually owned.

7. The density of land use to be allocated to parts of the area to be developed

The overall site is 93,758 s.f. Any mature trees that can remain will be preserved, especially at the perimeter of the site located in the setback areas. The breakdown of area calculation is as follows:

Building footprints:	22,157 s.f.	24% of site
Streets, sidewalks, outdoor patios:	29,367 s.f	31% of site
Green space:	42, 234 s.f	45% of site
Unit Density:	15 D.U./ 2.15 acres = 6.97 D.U. per acre	

8. The location, function, ownership and manner of maintenance of common open space

The Development will have a Homeowner's agreement. Each residence will have an outdoor terrace with privacy fence. The Southeast corner of the property will be open common space for the development.

9. The use, approximate height, bulk and location of buildings and other structures

Buildings will be 2-Story Multi-family Condominium dwelling units. The overall Building Height will be +/- 27'-0" with a Ridge Height of +/- 31'-0". There are (3) 4-unit buildings and (1) 3-unit building, see site plan for locations.

10. The feasibility of proposals for the disposition of sanitary waste and storm water

A private storm water management system will be required in accordance with the Storm Water Design Criteria Manual, including Add No. 1 to the Storm Water Design Criteria Manual. Civil Engineer will determine method of handling storm water once final Site Plan has been approved. Owner would prefer a surface infiltration basin but underground infiltration system may be required.

11. The substance of covenants, grants of easements or other restrictions to be imposed upon the use of the land, buildings and structures, including proposed easements for public utilities

Project will meet all easement requirements for the property.

12. The provisions for parking vehicles, the location and width of proposed streets and public ways, and the relationship of proposed streets and other public facilities in proximity to the proposed planned development

Each Dwelling unit will have a 2 car garage and driveway with the ability to park 2 cars. The site will have a 60 car allotment for parking for 15 dwelling units. All streets are shown at 22'-0" wide. There are (2) Churches located to the North and a Day Care to the South. Oakland Drive Park is located across Oakland Drive and to the South of the property.

13. The required modifications in the regulations otherwise applicable to the subject property

We are applying for rezoning the property to meet the City regulations.

14. In the case of plans which call for development over a period of years, a schedule showing the time within which application for final approval of all parts of the planned development are intended to be filed; and

The development of the property will occur over a 2 year period.

Thank you,

E. Ashley Fegley, RA



J&A ARCHITECTURAL ENGINEERING
3250 w. Big Beaver Road
Suite 510
Troy, MI 48084
313.600.1373
eafegley.arch@gmail.com

April 28, 2022

To: City of Portage
Department of Community Development
c/o Kelly Peterson
7900 South Westnedge Avenue
Portage, MI 49002

RE: **7425 Oakland Drive**
Portage, MI 49024

Dear Kelly Peterson,

Attached are our responses to the plan review completed April 20, 2022.

Community Development:

1. Photo, plans, elevations, and locations of Privacy fences have been added to the submission.
2. Housing density has been added to the Narrative

City Assessor:

1. Acknowledge the additional frontage benefit charges.

Fire Department:

1. The townhome units will be built under the Michigan Residential Code as a townhouse option with a 2-hour rated wall assembly as the demising wall for each unit. A fire suppression system is not required. Rated wall assembly will meet the requirements listed under Building Services of review. IFC 507.5.1 requires that a hydrant must be within 400-feet of all portions of all buildings which would require at least one hydrant on-site.
2. Highest point of roof line is under 30'-0". Dimension added to elevations for documentation.

Building Services:

1. Acknowledge definition of Townhouse as correct for development.
2. Acknowledge building requirements for Townhouse dwelling units under section R302.2 of the Michigan Residential Code.

Engineering & Utilities:

1. Site plan has been updated to show entrance drive to the North of the property.
2. Acknowledge public water and sanitary sewer requirements as stated by Review.
3. Narrative has been updated to include storm water management information.

Thank you,

E. Ashley Fegley, RA

APPLICATION FOR ZONING AMENDMENT

Application number _____

Date March 14, 2022

APPLICATION INFORMATION:

Meetings of the Portage Planning Commission are held on the first and third Thursday of each month at 7:00 p.m. in the Council Chambers of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan. All zoning amendment applications must be properly filled out and submitted to the Department of Community Development and the zoning amendment fee paid at least 15 working days prior to the meeting at which the public hearing is held. The applicant will be notified in writing of all such public hearing/meetings. *Please note: City Staff and/or Planning Commissioners may visit the subject property while the application is under review.*

For more detailed information about the zoning amendment process, please refer to Portage Land Development Regulations, Article 4, Division 8, Subdivision 2.

TO THE PLANNING COMMISSION:

I (WE), the undersigned, do hereby respectfully make application and petition the Portage Planning Commission to amend the Zoning Ordinance and/or change the Zoning Map as hereinafter requested. In support of this application, the following is submitted:

ZONING MAP AMENDMENT

1. a. Platted Land:

The property is part of the recorded plat: The property sought to be rezoned is located at 7425 Oakland Drive between Romence Road and Schuring Road on the East side of the street, and is known as Lot Number(s) 00017-025-C of SEE LEGAL DESCRIPTION ON SHEET A1.0. It has a frontage of 202.94 feet and a depth of 462 feet.

b. Unplatted Land:

The property is in acreage, and is not therefore a part of a recorded plat. The property sought to be rezoned is located and described as follows: (Indicate total acreage and parcel number).

N/A

2. a. Do you own the property to be rezoned? Yes ☒ No ☐

b. Name of the owner of the property to be rezoned: Woodway Home LLC

Address 7425 Oakland Drive, Portage, MI 49024

3. My (our) interest in the property and purpose for submitting the proposed Zoning Amendment: The attached proposal includes (15) Single family dwelling units. See attached letter for more detailed information.

4. CURRENT ZONING: R-1B PROPOSED ZONING: PD

ZONING TEXT AMENDMENT

1. The proposed language to be considered is (attach additional sheets as necessary):
See attached letter for more detailed information.

2. The Zoning Code Chapter and Section wherein the proposed text would be modified/inserted.
See attached letter for more detailed information.

3. My (our) interest in and purpose for submitting the proposed Zoning Ordinance Amendment.
See attached letter for more detailed information.

We attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment will advance the public health, safety and welfare. An assessment of the impact of the proposal on the community and property of other persons in the vicinity of the amendment or affected by the amendment is also attached.

<u>(Signature of Applicant)</u>	<u>(Signature of Applicant)</u>
<u>7425 Oakland Drive, Portage, MI 49024</u>	
<u>(Address)</u>	<u>(Address)</u>
<u>(Phone)</u>	<u>(Phone)</u>

A copy of all actions taken regarding this application shall be attached and shall be considered a part of this application.



COMMERCIAL DEVELOPMENT APPLICATION

Department of Community Development
7900 South Westnedge Avenue – Portage, Michigan 49002 – (269) 329-4477

Applicant must complete all items in sections 1-9 (if applicable).

Please note: Separate applications must be submitted for Plumbing, Mechanical and Electrical Work Permits

No Work is to Start Prior to the Issuance of Building Permit

1) PROJECT INFORMATION

Project Description Condominium development	Address 7425 Oakland Drive, Portage, MI 49024
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2) IDENTIFICATION (OWNER)

Name Woodway Home LLC	Address 7425 Oakland Drive		
City Portage	State MI	Zip 49024	Phone

3) ARCHITECT OR ENGINEER

Name J & A Architectural Engineering	Address 3250 W. Big Beaver Rd., Ste. 510	City Troy
State MI	Zip 48084	Phone 248.282.6475
License Number 6201025357	Expiration Date 04/25/2024	Email eafegley.arch@gmail.com

4) BUILDING CONTRACTOR

Company name T.B.D.	Address	City
State	Zip	Phone
Email	Federal Employer ID	
Builder License Number	Expiration Date	
Workers Comp Insurance Carrier	MESC Employer Number	

5) TYPE OF DEVELOPMENT PROJECT

- ☐ Site Plan ☐ Building Plan ☐ Final Plan in Planned Development
☐ Subdivision ☒ Condominium ☐ Land Division Requiring Public Improvements
☐ Landscape Plans ☐ Public Water Main ☐ Public Sanitary Sewer Main

☐ Other: _____

(Note: Please provide a Portable Document Format (PDF) of the plans for the project at time of document submittal. The submitted format shall be CD/DVD or USB. If a PDF is not submitted, an additional \$25 fee plus \$1 for each plan sheet after 20 sheets will apply.)

6) TYPE OF IMPROVEMENT

- ☒ New Building ☐ Alteration ☐ Addition ☐ Repair ☐ Demolition ☐ Foundation Only
☐ Relocation ☐ Special Inspection ☐ Solar ☐ Other: _____

7) DESCRIPTION OF WORK

- A) The proposal includes 4-unit and 3-unit buildings with a mix of two single family dwelling unit types. One dwelling unit type provides all second floor bedrooms with an office/den option. The second dwelling unit type provides a first floor Owner's Suite with remaining two bedrooms on the Second Floor. All units have front entry garages with the additional parking in driveways. The planned development includes common open space with sidewalks for all residences. There will be screening and landscaping to provide private outdoor spaces for each Residential unit. See submitted plans for more information.

B) Valuation of Project: \$ _____

8) CHARACTERISTICS OF THE BUILDING

A) Water Meter Size

☐ 5/8" ☐ 3/4" ☐ 1" ☐ 1 1/2"
☒ Other T.B.D. ☐ Irrigation Size _____ ☐ Fire Sprinkler Size _____

B) Electric Service Size

☐ 200 AMP ☐ 400 AMP ☐ 600 AMP ☐ 800 AMP ☐ 1000 AMP ☒ Other T.B.D.

C) Type of Mechanical

Air Conditioning? ☒ Yes ☐ No Fire Suppression? ☐ Yes ☒ No Hood System? ☐ Yes ☐ No

9) CONSTRUCTION PLANS SUBMITTED

Required submittals for plan review:

- Plans shall be signed and sealed when required in accordance with State of Michigan Act No.299 of Public Acts of 1980.
- All plans shall be drawn on uniform sheets no greater than 30"X42".
- All plans shall be drawn to an architectural scale.
- All plans shall be clear, legible and accurate.
- Plans shall be stapled along the left margin.

Type of Plan Submitted:

☒ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Energy

Building Code: Site plan, foundation plan, soil bearing capacity, floor plans, building elevations, building sections, framing plan, details, roof plan, roof finish schedule, roof live and dead loads.

Electric Code: Lighting layout, circuiting, switching, conductor and raceway sizes, wattage schedule, service location and riser diagram, load calculations, and appropriate plans showing standard symbols of all electrical equipment.

Plumbing Code: Site plan, floor plans, DWV riser diagrams and water distribution system and roof plan, Show direction of flow, pipe sizes, grade of horizontal piping, elevations, drainage fixture unit loading of both stacks and drains in the DWV system, supply fixture unit load for the water system, branch supplies serving more than one plumbing fixture, appliance or hose outlet, meter locations.

Mechanical Code: Plans indicating heating equipment, air conditioning equipment, ductwork material and layout, fire dampers, ventilation of rooms and areas, location of chimneys and vents, piping layouts, kitchen equipment layout, and combustion air. (Plans for fire suppression systems may be submitted after permit issuance, but are required prior to installation.)

Energy Code: Floor plans, building sections, details, average annual degree days, exterior envelope components materials, "U" values of elements, "R" values of insulating materials, size and type of apparatus and equipment, energy calculations.

Note: Additional plan review fee(s) required of all non-concurrent plan submittals

APPLICANT INFORMATION

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name Omar Azam	Phone
Address 7425 Oakland Drive	City Portage
State MI	Zip 49024

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent, and I agree to conform to all applicable laws of the State of Michigan and ordinances of the City of Portage. All information submitted on the application is accurate to the best of my knowledge.

Signature of Applicant: _____ Date: _____

FOR DEPARTMENTAL USE ONLY

- | | | |
|---|--|--|
| ☐ Vacant | ☐ F-2: Factory (Low Hazard) | ☐ I-4: Institutional (Day Cares, ETC.) |
| ☐ A-1: Assembly (Theaters) | ☐ H-1: High Hazard (Detonation) | ☐ M: Mercantile |
| ☐ A-2: Assembly (Restaurants) | ☐ H-2: High Hazard (Deflagration) | ☐ R-1: Residential (Hotels, Motels, ETC.) |
| ☐ A-3: Assembly (Library, ETC.) | ☐ H-3: High Hazard (Physical) | ☐ R-2: Residential (Multi Family, ETC.) |
| ☐ A-4: Assembly (Indoor Sports) | ☐ H-4: High Hazard (Health) | ☐ R-3: Residential (1 & 2 Fam. Townhomes) |
| ☐ A-5: Assembly (Outdoor Sports) | ☐ H-5: High Hazard (HPM) | ☐ R-4: Residential (Assisted living) |
| ☐ B: Business | ☐ I-1: Institutional (Supervised) | ☐ S-1: Storage (Moderate hazard) |
| ☐ E: Educational | ☐ I-2: Institutional (Hospital) | ☐ S-2: Storage (Low hazard) |
| ☐ F-1: Factory (Moderate hazard) | ☐ I-3: institutional (Prisons) | ☐ U: Utility (Garage, Shed) |

CHARACTERISTICS OF BUILDING

Frame:

- ☐ Masonry
 ☒ Wood Frame
 ☐ Structural Steel
 ☐ Reinforced Concrete
 ☐ Other

Heating System:

- ☒ Gas
 ☐ Electricity
 ☐ Solar
 ☐ Other _____

New Sewer Connection:

- ☒ Yes
 ☐ No

New Water Connection:

- ☒ Yes
 ☐ No

Type of Mechanical:

- ☒ (Y) Air Conditioning
 ☐ (Y) Fire Suppression

DIMENSIONS / DATA

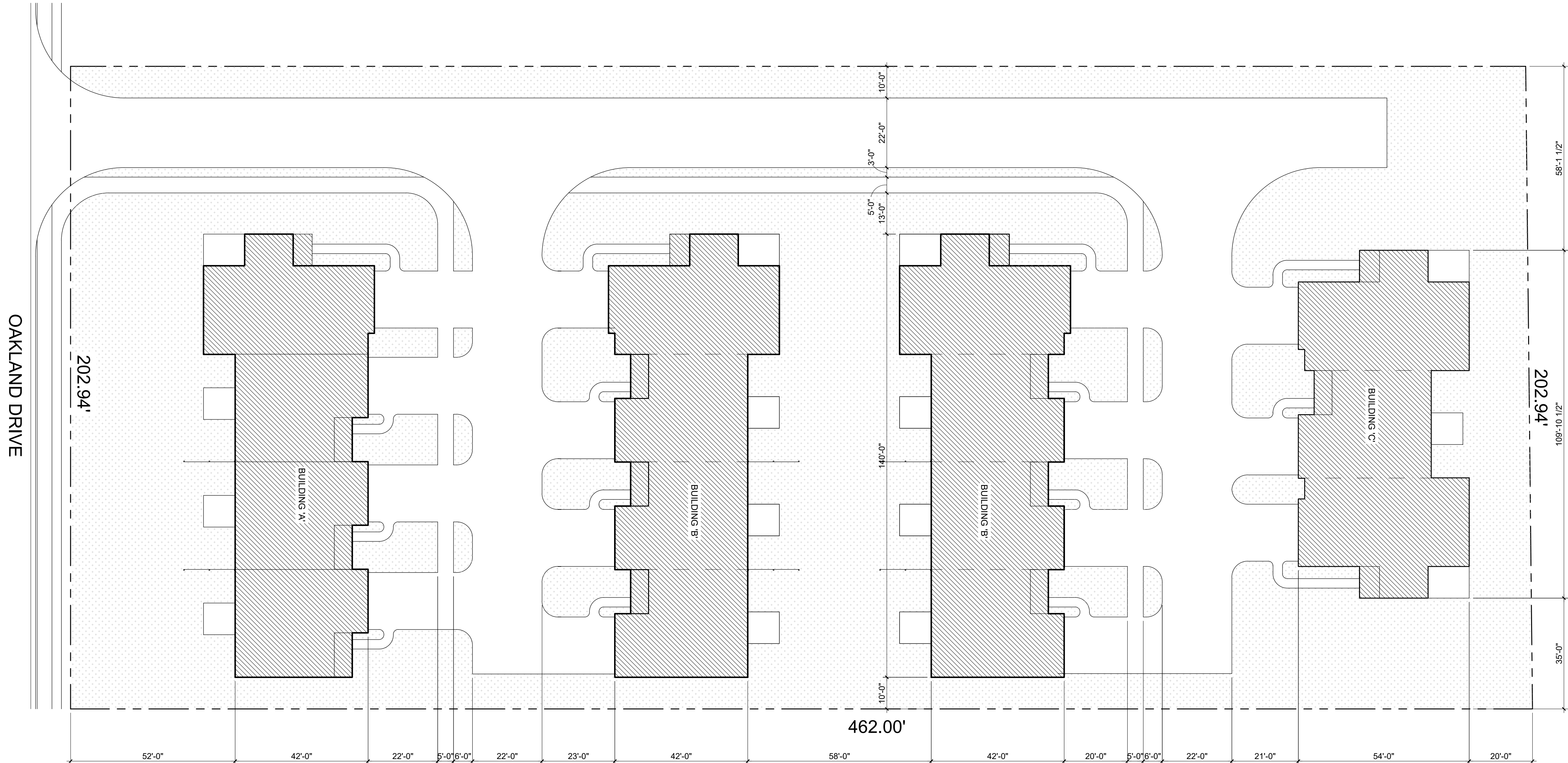
Number of Stories 2 STORY
 Use groups MICHIGAN RESIDENTIAL CODE: TOWNHOUSE OPTION
 Construction Type VB 2-HOUR TENANT SEPARATION

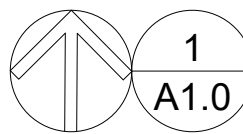
Number of Occupants 15 DWELLING UNITS (3) BEDROOM UNITS

Floor Area	Existing	Alterations	New
Basement			N/A
1 st Floor			STANDARD: 894 S.F. 1ST FLR. BDRM.: 1,227 S.F.
2 nd Floor			STANDARD: 1,193 S.F. 1ST FLR. BDRM.: 705 S.F.
3 rd Floor			
4 th Floor			
5 th Floor			
Total			STANDARD: 2,087 S.F. 1ST FLR. BDRM.: 1,932 S.F.

SEE SUBMITTED PLANS FOR GARAGE S.F.

CODE SUMMARY	SITE DATA CALCULATIONS	PD DEVELOPMENT STANDARDS
GOVERNING CODES 2015 MICHIGAN RESIDENTIAL BUILDING CODE (MRBC) -TOWNHOUSE 2015 MICHIGAN UNIFORM ENERGY CODE (MUEC) TENANT SEPARATION: 2 HOUR RATED WALL ASSEMBLY PROPOSED USE: MULTI FAMILY DEVELOPMENT ZONED: R-1B ONE FAMILY RESIDENTIAL PROPOSED REZONING: PD PLANNED DEVELOPMENT LEGAL DESCRIPTION: COMMENCING AT THE SW CORNER OF THE E 1/2 OF THE NE 1/4 OF SECT 17, TOWN 3 S, RANGE 11 W, TH N 00 DEG-15-05" E 233 FT ALONG THE W LINE OF THE E 1/2 OF THE NE 1/4 OF SAID SECT; TH CONTINUING N 00 DEG-15-05" E 202.94 FT; TH S 89 DEG-25-20" E 495 FT PARALLEL WITH THE E AND W 1/4 LINE OF SAID SECT; TH S 00 DEG-15-05" W 202.94 FT; TH N 89 DEG-25-20" W 495 FT TO THE PLACE OF BEG PARCEL NUMBER: 00017-025-C ACREAGE: 93,758 S.F. (2.15 ACRES)	PROPOSED USE: MULTI-FAMILY RESIDENTIAL (PLANNED DEVELOPMENT) 15 DWELLING UNITS - AVERAGE 7 PER ACRE ALL 3 BEDROOM SINGLE FAMILY DWELLING UNITS UNIT DENSITY: 15 D.U. / 2.15 ACRES = 6.97 D.U. PER ACRE PARKING 2 CAR GARAGE WITH 2 PARKING SPACES FOR EACH UNIT TOTAL 60 PARKING SPACES AREA CALCULATIONS OVERALL SITE AREA : 93,758 S.F. (2.15 ACRES) STREETS/HARDSCAPE : 29,367 S.F. 31% BUILDINGS : 22,157 S.F. 24% OPEN SPACE : 42, 234 S.F. 45%	PER SECTION 42-374 SITE DEVELOPMENT STANDARDS A.DESIGN STANDARDS: 1. HOUSING TYPES: THE PLAN MAY PROVIDE FOR A VARIETY OF HOUSING TYPES. 2. NONRESIDENTIAL USES: A MAXIMUM OF 20 PERCENT OF THE TOTAL AREA MAY BE USED FOR NONRESIDENTIAL USES, INCLUDING ACCESS ROADS AND PARKING ASSOCIATED WITH SUCH NONRESIDENTIAL USES. 3. COMPLIANCE WITH SUBDIVISION REGULATIONS, WATER AND SEWER SERVICE, PEDESTRIAN WAYS, EACH PROPOSAL FOR A PLANNED DEVELOPMENT CONCERNING THE SPECIFICATIONS FOR THE WIDTH AND SURFACING OF STREETS AND HIGHWAYS, ALLEYS AND WAYS FOR PUBLIC UTILITIES, CURBS, GUTTERS, STREETLIGHTS, PUBLIC PARKS AND PLAYGROUNDS, SCHOOL GROUNDS, STORM WATER DRAINAGE AND OTHER IMPROVEMENTS SHALL BE SUBJECT TO THE SPECIFICATIONS ESTABLISHED IN THE SUBDIVISION REGULATIONS (ARTICLE 5 OF THIS CHAPTER.) B. SPECIFIC REQUIREMENTS OF A PLANNED DEVELOPMENT ARE AS FOLLOWS: 1. WATER SUPPLY AND SEWAGE COLLECTION: THE PLANNED DEVELOPMENT SHALL BE SERVED BY THE CITY WATER SUPPLY SYSTEM AND SEWAGE COLLECTION SYSTEM. 2.PEDESTRIAN CIRCULATION. THE PEDESTRIAN CIRCULATION SYSTEM AND ITS RELATED WALKWAYS SHALL BE INSULATED AS COMPLETELY AND AS REASONABLY AS POSSIBLE FROM THE VEHICULAR STREET SYSTEM IN ORDER TO PROVIDE SEPARATION OF PEDESTRIAN AND VEHICULAR MOVEMENT. THIS SHALL INCLUDE, WHEN DEEMED TO BE NECESSARY, A PEDESTRIAN UNDERPASS OR OVERPASS IN THE VICINITY OF SCHOOLS, PLAYGROUNDS, LOCAL SHOPPING AREAS, NONRESIDENTIAL AREAS AND OTHER NEIGHBORHOOD USES WHICH GENERATE A CONSIDERABLE AMOUNT OF PEDESTRIAN TRAFFIC. C. NON-APPLICABILITY OF OTHER ZONING REGULATIONS; MIXTURE OF HOUSING TYPES: THE APPLICANT FOR A PLANNED DEVELOPMENT MUST DEMONSTRATE THAT THE PROPOSED PLAN CANNOT BE DEVELOPED UNDER OTHER SECTIONS OF THIS ARTICLE OR PROVIDE FOR A MIXTURE OF AT LEAST TWO OF THE FOLLOWING THREE HOUSING TYPES: ONE-FAMILY ATTACHED OR DETACHED, TWO-FAMILY OR MULTIFAMILY. D. DENSITY: A. THE OVERALL DENSITY IN A PROPOSED PLANNED DEVELOPMENT SHALL NOT EXCEED SEVEN UNITS PER ACRE. B. IN THE EVENT OF A PROPOSED PHASE DEVELOPMENT, NO ONE PHASE SHALL EXCEED A DENSITY OF 12 UNITS PER ACRE. C. THE DENSITY OF PHASES DEVELOPED AT ANY GIVEN TIME, INCLUDING PHASES ALREADY DEVELOPED, SHALL NOT EXCEED SEVEN UNITS PER ACRE. D. IN ONE-FAMILY RESIDENTIAL AREAS OF A PLANNED DEVELOPMENT, THE AVERAGE LOT SIZE SHALL BE NOT LESS THAN 6,500 SQUARE FEET, WITH A MINIMUM OF 5,000 SQUARE FEET. E. SETBACKS: A. PERIMETER SETBACK REQUIREMENTS. IN A PLANNED DEVELOPMENT THAT ABUTS PROPERTY AND THAT PERMITS DEVELOPMENTS OF LESS INTENSITY THAN PERMITTED BY THE PLANNED DEVELOPMENT, A PERIPHERAL TRANSITION AREA SHALL BE INCORPORATED IN THE PLANNED DEVELOPMENT THAT PROVIDES DEVELOPMENT SIMILAR IN DENSITY TO THAT EXISTING OR PERMITTED ON THE ABUTTING LAND. B. INTERNAL SETBACKS FOR MULTIFAMILY RESIDENTIAL STRUCTURES. INTERNAL SETBACKS FOR MULTIFAMILY RESIDENTIAL STRUCTURES SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN DIVISION 4, SUBDIVISION 10. C. INTERNAL SETBACKS FOR DUPLEX AND ONE-FAMILY RESIDENTIAL STRUCTURES. INTERNAL SETBACKS FOR DUPLEX AND ONE-FAMILY RESIDENTIAL STRUCTURES SHALL BE BASED ON THE PROVISION OF ADEQUATE LIGHT, VENTILATION AND PARKING. F. HEIGHT OF BUILDINGS: THE HEIGHT OF PARTICULAR BUILDINGS SHALL NOT BE A BASIS FOR APPROVAL OR DENIAL OF A PLAN, PROVIDED THAT ANY STRUCTURE IN EXCESS OF 45 FEET SHALL BE DESIGNED TO BE CONSISTENT WITH THE REASONABLE ENJOYMENT OF NEIGHBORING PROPERTY, THE ENTIRE PLANNED DEVELOPMENT AND THE EFFICIENCY OF EXISTING PUBLIC SERVICES. G. OFF-STREET PARKING: PARKING SHALL BE CONVENIENTLY ACCESSIBLE TO ALL DWELLING UNITS AND OTHER USES, AND SHALL BE PROVIDED PURSUANT TO THE MINIMUM REQUIREMENTS OF DIVISION 6, SUBDIVISION 1. SCREENING OF PARKING AND SERVICE AREAS IS REQUIRED THROUGH AMPLE USE OF TREES, SHRUBS, EARTH BERMS, HEDGES AND SCREENING WALLS. H. SCREENING: WHEN NONRESIDENTIAL USES OR STRUCTURES IN A PLANNED DEVELOPMENT ABUT RESIDENTIAL STRUCTURES, APPROPRIATE SCREENING OF ALL PARKING AND LOADING AREAS SHALL BE PROVIDED AS FOLLOWS: A. A SOLID MASONRY OR STOCKADE FENCE WITH A MAXIMUM HEIGHT OF SIX FEET, OR B. DENSELY PLANTED MATURE SHRUBBERY HAVING A MINIMUM HEIGHT, AT THE TIME OF PLANTING, OF SIX FEET. I. COMMON OPEN SPACE: THE AMOUNT AND LOCATION OF COMMON OPEN SPACE SHALL BE CONSISTENT WITH THE DECLARED FUNCTION OF THE COMMON OPEN SPACE AS SET FORTH IN THE APPLICATION FOR THE PLANNED DEVELOPMENT, AND THERE SHALL BE SUCH PROVISIONS FOR THE OWNERSHIP AND MAINTENANCE OF THE COMMON OPEN SPACE AS ARE REASONABLE TO ENSURE ITS CONTINUITY AND CONSERVATION. J. ACCESSORY STRUCTURES: ACCESSORY STRUCTURES, BUILDINGS AND USES SHALL BE SUBJECT TO THE REGULATIONS CONTAINED IN SECTION 42-121.



 1 SITE PLAN
A1.0 SCALE: 1" = 20'-0"

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azhermaty@gmail.com

PROJECT WOODWAY HOME, LLC 7425 OAKLAND DRIVE PORTAGE, MI 49024	ISSUED FOR	DATE
	PLAN REVIEW	04-28-2022
NOTES: 1.		

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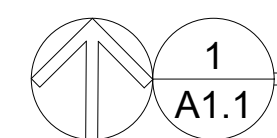


SHEET NAME:
SITE PLAN &
PRELIMINARY
FLOOR PLANS

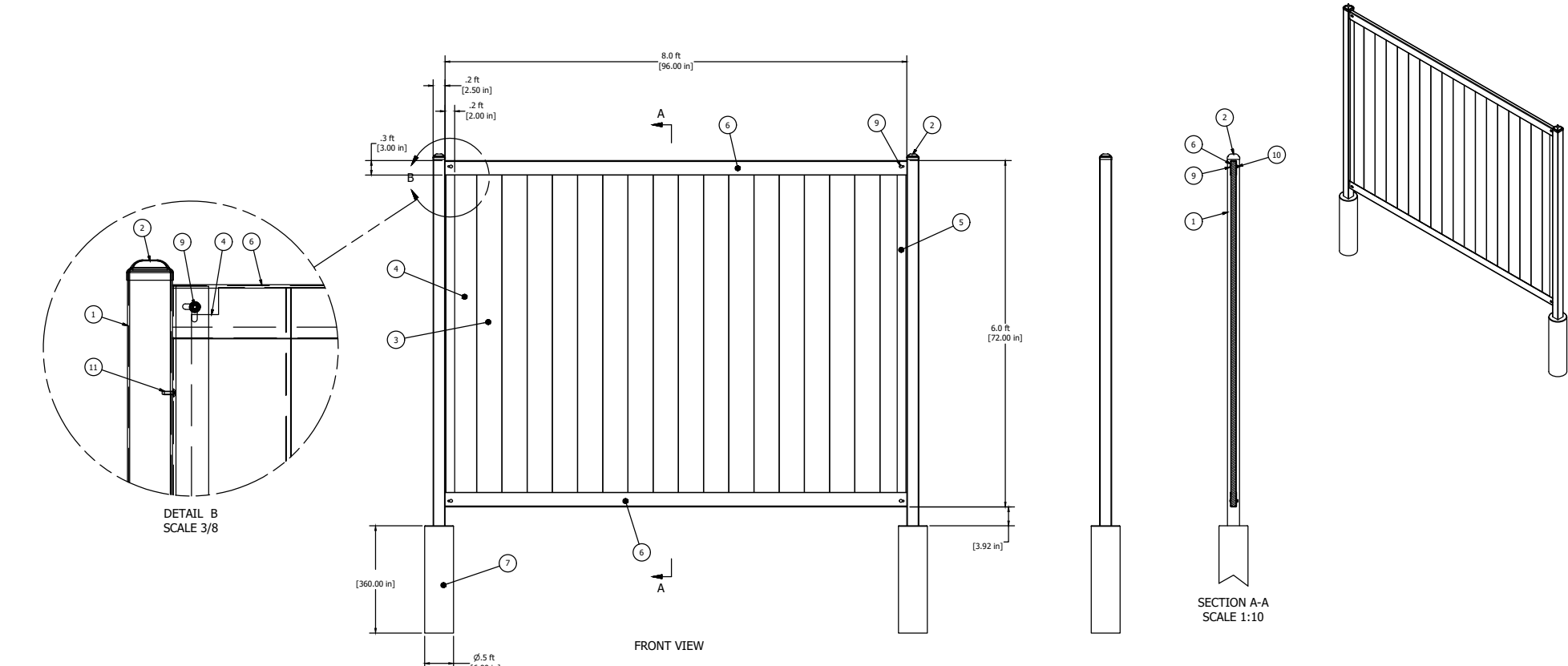
DATE :	10-21-2021
DRAWN BY :	EAF
CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

A1.0

SCALE: 1" = 20'-0"



SCALE: 1" = 20'-0"



PARTS LIST				FENCE/RAIL	
ITEM	QTY	PART NUMBER	DESCRIPTION		
1	2	2.5in x 2.5in x 9ft. 16ga Post			
2	2	2.5in x 2.5in Post Cap			Vertical 600-Panel
3	16	1in x 6in x 6ft Boards	Quantity may vary depending on the type of boards or infill chosen.		
4	2	1in x 6in x 6ft Boards Notched	2 Boards or infill to be notched for bolt clearance at the left and right ends.		Vertical 500-Panel
5	2	2in x 6ft Fence Rail			
6	2	3in x 8ft Fence Rail			
7	2	Concrete Pillar 6in Diameter			
8	1	Hardware Kit Items Listed Below			
9	4	ANSI B18.5 - 1/4-20 UNC - 1.5	Round Head Square Neck Bolt		
10	4	IFI 100/107 - 1/4 - 20	Prevailing Torque Type Hex Flange Nut		
11	12	ANSI B18.6.4 - No. 10 - 16 - 5/8	Cross Recessed Truss Head Tapping Screw - Type BT - Type I		

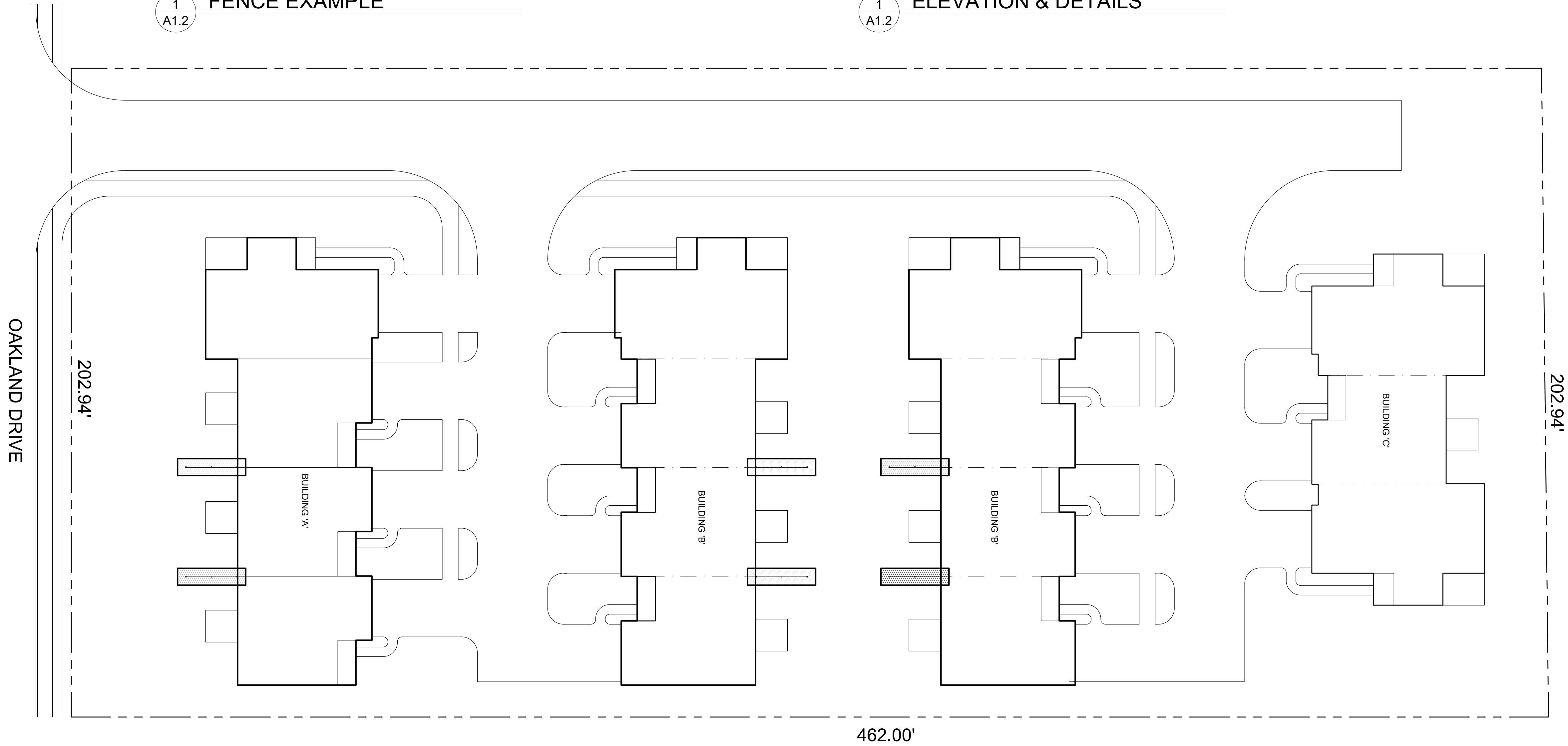
GENERAL NOTES

PRELIMINARY PLANS AND ELEVATIONS ARE SHOWN AS A BASIS OF DESIGN. OWNER HAS THE RIGHT TO USE AS EQUAL AS FINAL PRODUCT.

FENCE LOCATIONS
(2) 8'-0" SECTIONS AT 6'-0" HIGH - TYP.
(6) INSTALLATIONS

1
A1.2 FENCE EXAMPLE

1
A1.2 ELEVATION & DETAILS



1
A1.2 SITE PLAN
SCALE: 1" = 20'-0"

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PROJECT
WOODWAY HOME, LLC
7425 OAKLAND DRIVE
PORTAGE, MI 49024

ISSUED FOR
PLAN REVIEW

DATE
04-28-2022

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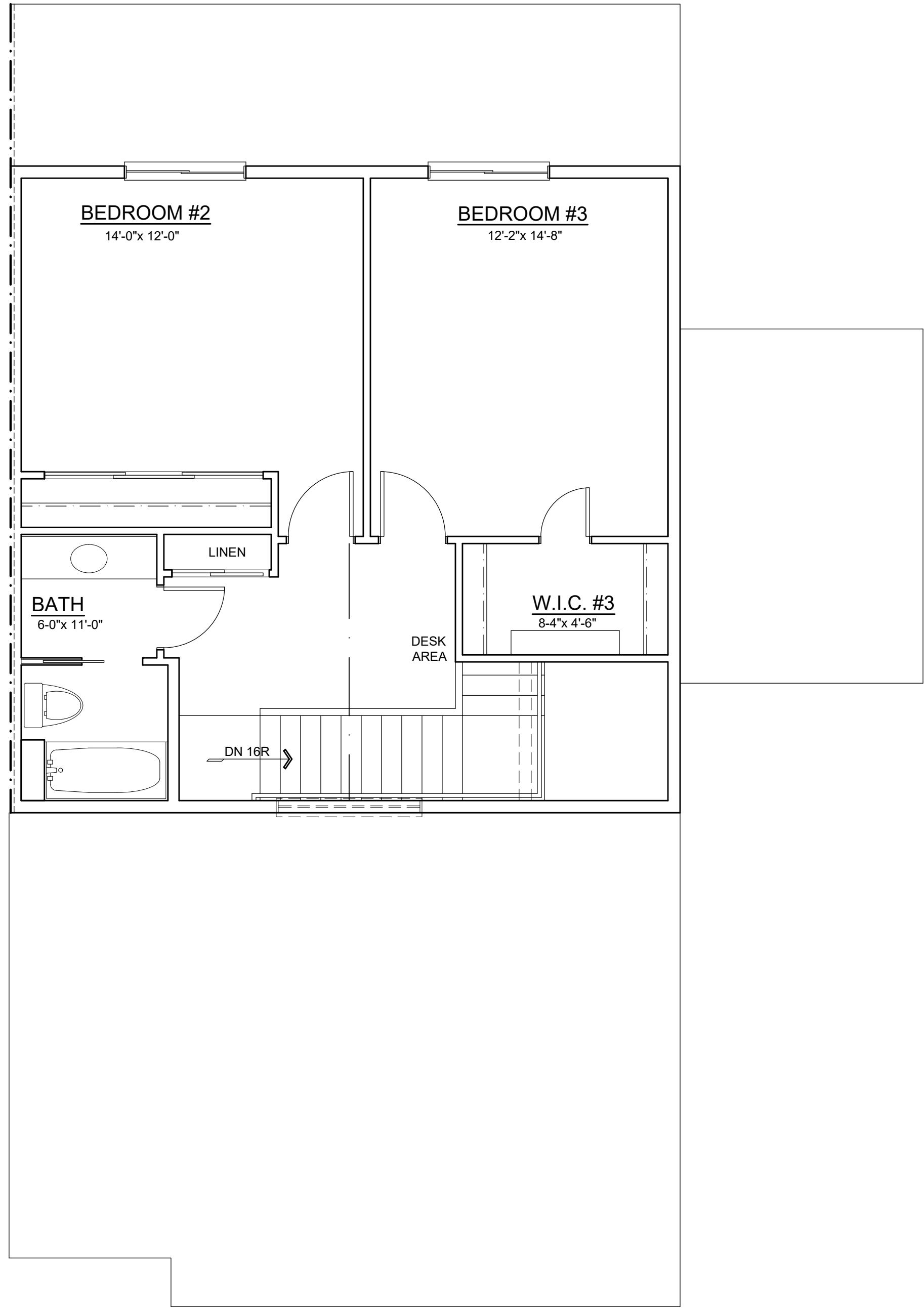


SHEET NAME:
PRIVACY FENCE
DETAILS

DATE : 10-21-2021
DRAWN BY : EAF
CHECKED BY : AM
JOB NO : 21-167
SHEET:

A1.2

SCALE: AS SHOWN



2 SECOND FLOOR PLAN
A2.1 SCALE: 1/4"= 1'-0"



1 FIRST FLOOR PLAN
A2.1 SCALE: 1/4"= 1'-0"

SQUARE FOOTAGE		
FIRST FLOOR		
LIVING	1,227 S.F.	1,630 S.F.
GARAGE	403 S.F.	
SECOND FLOOR	705 S.F.	705 S.F.
TOTAL	1,932 S.F.	2,335 S.F.

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PLAN REVIEW

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DESIGN PROFESSIONAL IN
CHARGE:

STATE OF MICHIGAN
JOSEPH C.
ROCKWOOD
ENGINEER
No.
6201025357
LICENSED PROFESSIONAL ENGINEER

SHEET NAME:
END UNIT
FIRST FLOOR OWNER'S
BEDROOM DWELLING
UNIT

DATE :

10-21-2021

DRAWN BY :

EAF

CHECKED BY :

AM

JOB NO :

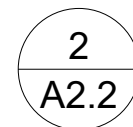
21-167

SHEET:

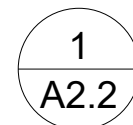
A2.1

SCALE: 1/4" = 1'-0"

(173)



SCALE: 1/8"= 1'-0"



SCALE: 1/8"= 1'-0"



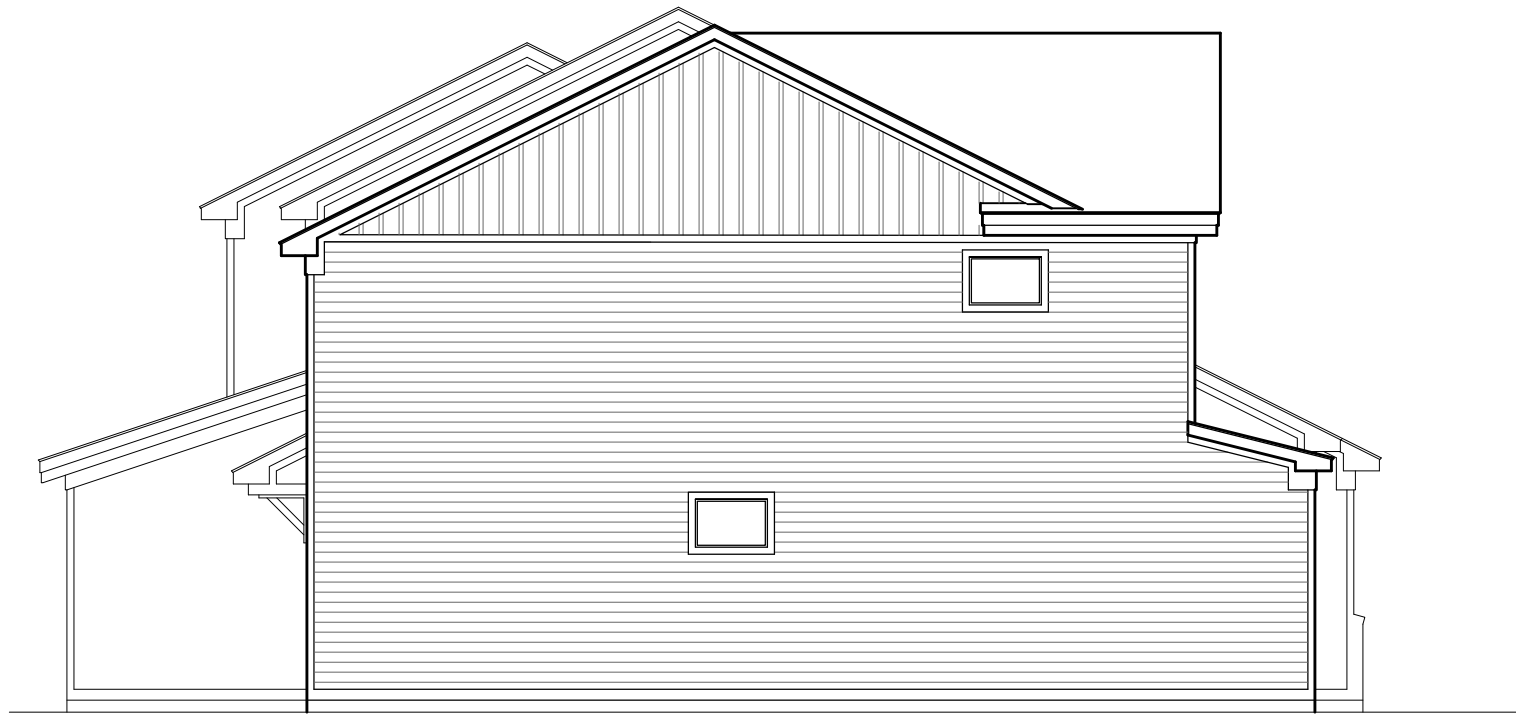
NOTE #1

BUILDING 'A' & BUILDING 'C' ELEVATIONS SIMILAR.



4 REAR ELEVATION - BUILDING 'B'

A4.0 SCALE: 1/8"= 1'-0"



3 RIGHT SIDE ELEVATION - BUILDING 'B'

A4.0 SCALE: 1/8"= 1'-0"



2 LEFT SIDE ELEVATION - BUILDING 'B'

A4.0 SCALE: 1/8"= 1'-0"



1 FRONT ELEVATION - BUILDING 'B'

A4.0 SCALE: 1/8"= 1'-0"

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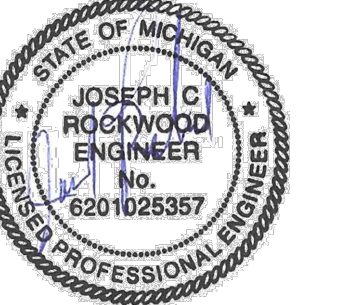
PROJECT
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PORTAGE, MI 49024

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

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DESIGN PROFESSIONAL IN
CHARGE:



SHEET NAME:
OVERALL BUILDING
ELEVATIONS
BUILDING 'B'

DATE :	10-21-2021
DRAWN BY :	EAJ
CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

A4.0

SCALE: 1/8" = 1'-0"



4 REAR ELEVATION - BUILDING 'B'



3 RIGHT SIDE ELEVATION - BUILDING 'B'



2 LEFT SIDE ELEVATION - BUILDING 'B'

A4.1 SCALE: 1/8"= 1'-0"



1 FRONT ELEVATION - BUILDING 'B'
A4.1 SCALE: 1/8"= 1'-0"

NOTE #1

FINAL COLOR SELECTION MAY VARY.

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PORTAGE, MI 49024

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

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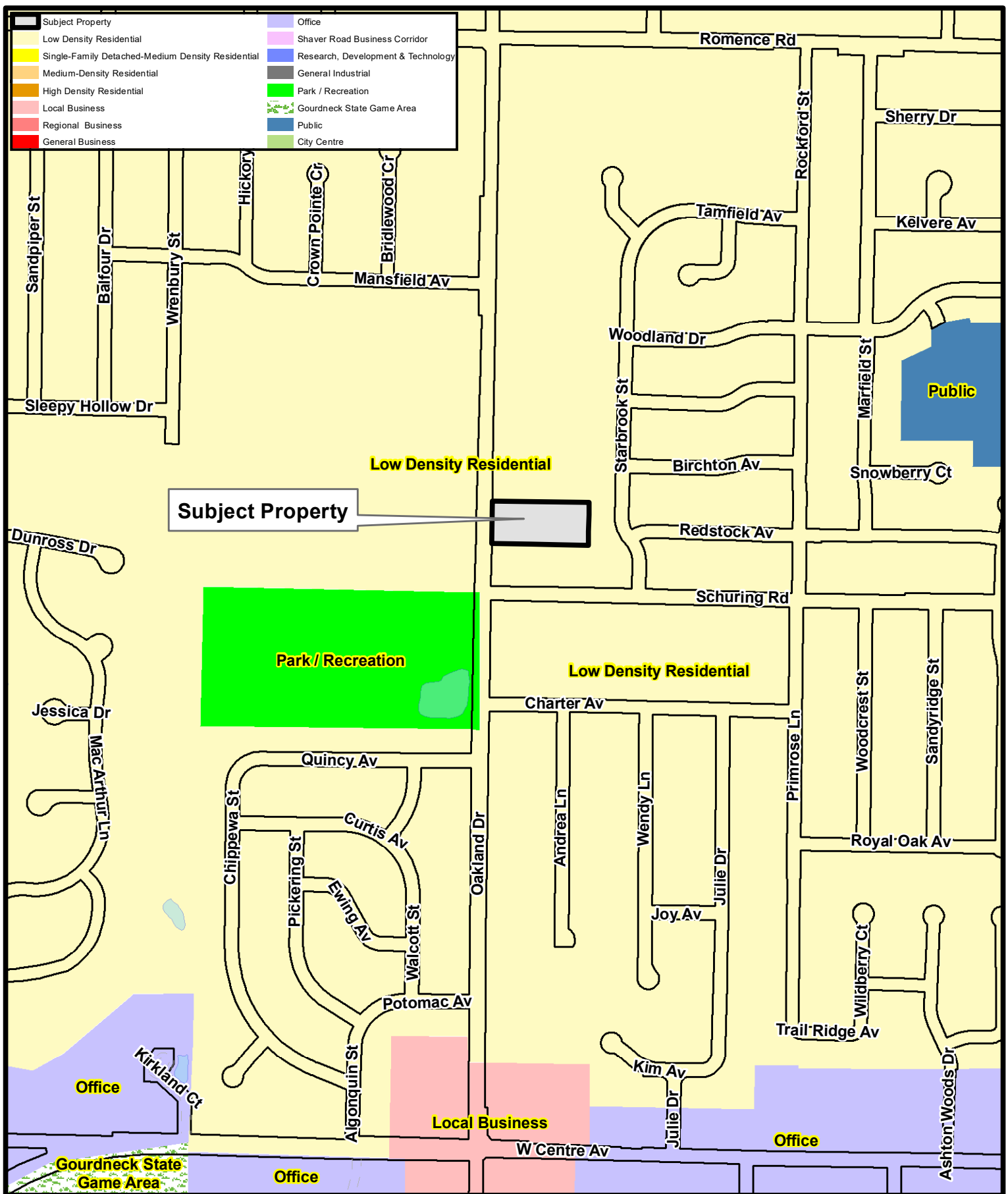


SHEET NAME:
OVERALL BUILDING
ELEVATIONS
BUILDING 'B'
RENDERINGS

DATE :	10-21-2021
DRAWN BY :	EAF
CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

A4.1

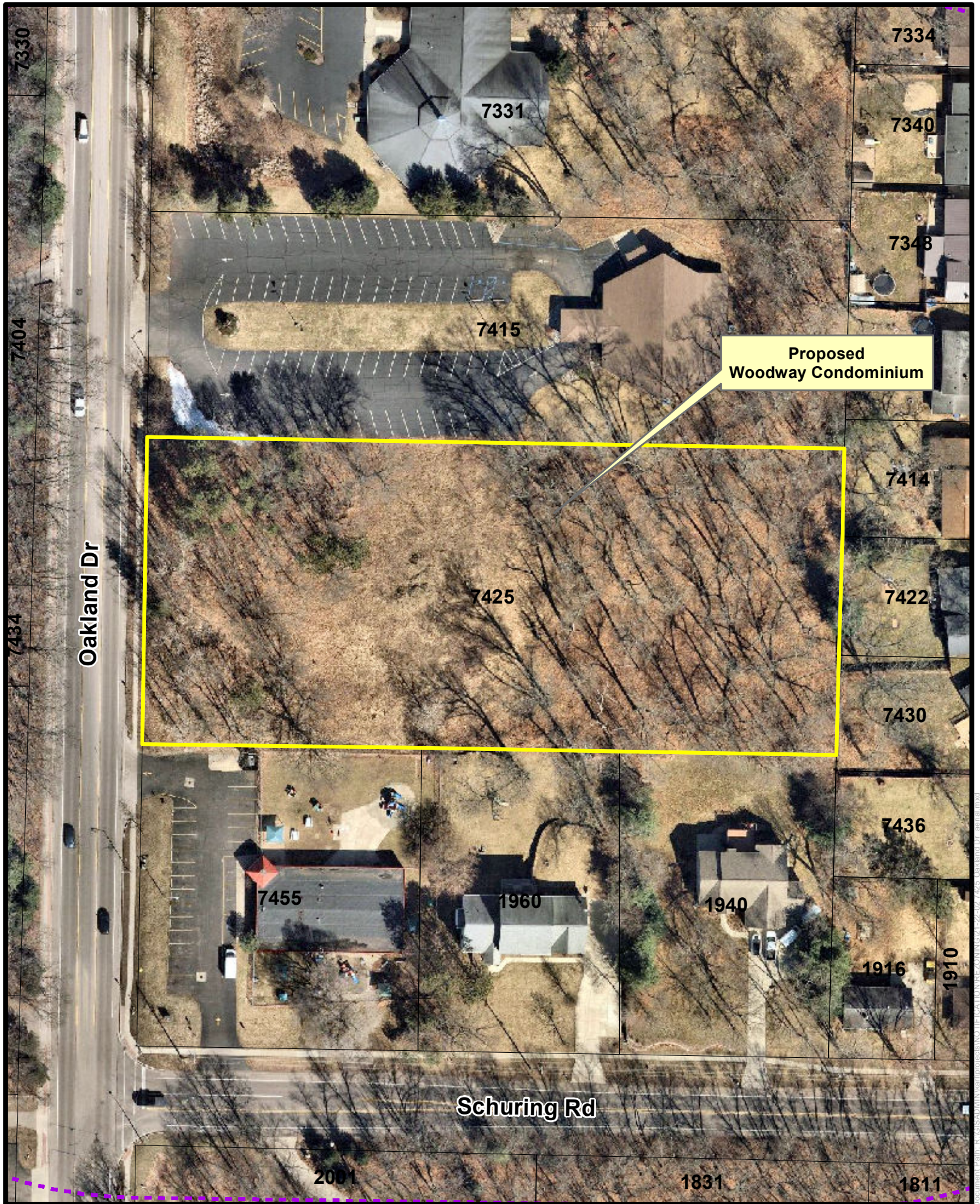
SCALE: 1/8" = 1'-0"



Future Land Use Map 7425 Oakland Drive



1 inch = 600 feet



 Subject Property
2021 Nearmap Imagery

Aerial Photography
7425 Oakland Drive


1 inch = 80 feet
Date: 4/29/22
(489)

Staff's Picture Map





Picture 1. Looking east along Oakland Drive. Subject site is forested lands to the left (north) of sidewalk, beyond the parking lot. Picture taken May 4, 2022.



Picture 2. Looking north toward subject site containing forested lands. Kingdom Hall of Jehovah's Witnesses shown to the left. Picture taken May 4, 2022.



Picture 3. Looking north across subject site. Homes along Starbrook Street shown in background. Picture taken May 4, 2022.



Picture 4. Looking north toward subject site containing forested lands. ‘A Touch of Home Childcare’ daycare center to the right (beyond picture). Picture taken May 4, 2022.



Picture 5. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and two single family homes along Schuring Road shown in background. Picture taken May 4, 2022.



Picture 6. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and a single-family home along Schuring Road shown in background. Parking lot of Kingdom Hall of Jehovah’s Witness in foreground. Picture taken May 4, 2022.

Tamara Stephens

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, May 19, 2022 9:50 AM
To: Eric Feldt
Subject: 7425 Oakland / Woodway Condo Rezoning Comments

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hi Eric,

Below please find the statement that my wife and I prepared for today's rezoning meeting. Please let me know if you prefer it to be in an attached document, and I can send that over.

Regards,
Steve

My wife and I live at 7422 Starbrook St, the central property that borders the lot in question on its Eastern/rear side. We chose our house because there is a great sense of space and privacy in the backyard. We spend a lot of time in our yard, and very much appreciate our privacy. The lot in question is a good size for a nice house, but we believe it to be too small for the proposed project. That is evident by the fact they plan to put a building 20 ft from our property line, which will be clearly visible above our privacy fence, overshadowing our backyard and taking away our sense of space and privacy. As it is currently zoned, the minimum rear setback for any residential lot is 40-ft, which would be much more appropriate in this case, rather than the proposed 20-ft.

There are 5 houses in total, whose backyards butt against this lot, so I know we are not the only ones who are concerned. It is a beautiful lot, and we expect something will be built there eventually, but we really hope it will be a house with a backyard of its own, providing more space than 20-ft to our back fence.

In the *Existing Conditions* section, it is mentioned that the Southern border consists of the child care center, when in fact, there are also 2 homes whose entire rear property line borders this lot. Similarly for the Eastern border, only my home is listed, though there are 2 other homes whose entire rear property line also border this lot. The impact on the surrounding neighborhood has been under-emphasized in this section.

If the rezoning is approved and the project moves forward, my wife and I will likely begin seeking other living arrangements.

Respectfully,
Steve and Kim Walsh

May 19, 2022

City of Portage
Department of Community Development
7900 South Westnedge Avenue
Portage, Michigan 49024

Dear Council,

We are writing to express our strong opposition to the proposed rezoning of the property located at 7425 Oakland Drive from R-1B to Planned Development for condominiums.

We are absolutely opposed to the addition of multi-family housing that will cause traffic and safety problems, and potentially lower the property values of the existing community.

We urge you to disapprove the proposed rezoning.

Thank you for your continued service and support of our communities.

Best regards,

Dan and Sheila Mowry
1940 Schuring Road

5/14/2022
Laney Provancher
7414 Starbrook, Portage, Michigan

CITY OF PORTAGE PLANNING COMMISSION

Thursday, May 19, 2022

7:00 PM Portage

City Hall Council Chambers

The City of Portage Planning Commission meeting of May 19, 2022 was called to order by Chairman Corradini at 7:00 p.m.

IN ATTENDANCE

Eric Feldt, City Planner

Seth Koches, Assistant City Attorney

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Joshi (yes); Fries (yes); Pezzoli (yes); Baldwin (yes); Adams (yes); O'Dell (yes); Youngs (yes); and Freiman (excused).

Commissioner Baldwin motioned to excuse Commissioner Freiman. Commissioner Fries supported the motion. Motion passed unanimously.

APPROVAL OF MINUTES:

A motion was made by Vice Chair Joshi, supported by Commissioner Baldwin to approve the April 21, 2022 meeting minutes. The motion was approved unanimously.

Public Hearings:

A Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. Mr. Feldt stated that the applicant is asking for rezoning and tentative plan for 15 single-family housing units. He described the neighboring properties, zoning, and specifications of the housing units. Staff received one letter of support and two letters of opposition on May 19 which were transmitted to the Commission. The letters of opposition expressed perceived concerns about impacts to traffic and safety, impacts to property values, setback distances, and viewsheds. Staff recommended approval for the tentative plan and rezoning. Vice Chair Joshi asked about location of property lines and if lefthand turns onto Oakland Drive would be an issue. Mr. Feldt stated concerns about left turns did not arise during internal staff review of the project, and that the driveway location was adjusted following the internal review process. Chair Corradini inquired if a traffic study was conducted. Mr. Feldt stated that Department of Transportation staff assessed the project and did not determine a traffic impact study was warranted.

The applicant's architect, Ashley Fegley, of 173 Cherokee Road, Pontiac Michigan, stepped forward. She stated that she did not have any additional comments and was open to answering questions about the project. Vice Chair Joshi asked about increasing setbacks for the plan. The applicant's architect stated the proposed plan has a greater setback than what would be required in the current R1-B zoning.

Chair Corradini opened the public hearing.

Public testimony was received. Angelique McGuire, of 7470 Oakland Drive, stated that she perceived this project may cause traffic issues for properties across the street. She requested a traffic impact study. She expressed that other neighbors were in opposition to the project. Chair Corradini stated that there will be opportunities in the future for public comment. Rebekah Ellwitz, 7418 Oakland Drive, stated concerns about traffic and accidents on Oakland Drive, and requested additional traffic analysis.

There being no further public comment, Vice Chair Joshi motioned to adjourn the public hearing to the June 2nd meeting. Commissioner Pezzoli supported the motion. Motion passed unanimously.

Mr. Feldt inquired if additional materials were requested by the Commission for the continuation of the public hearing at the June 2nd meeting. Vice Chair Joshi requested that City Traffic Engineer, Mr. Muhammad Arif, be invited and that additional information related to traffic and safety concerns be provided. Commissioner Adams asked how this development compares to the Whispering Rock development and other Planned Development townhouse developments along Oakland Drive. Mr. Feldt said he would gather information on the traffic and developments information requested by Commissioners.

NEW BUSINESS

Chair Corradini thanked Commissioner Spencer O'Dell for his time and work on the Planning Commission. He stated that interviews for open board positions will take place next Tuesday, May 24.

OLD BUSINESS

None.

STATEMENT OF CITIZENS

None.

STATEMENT OF COMMISSIONERS

None.

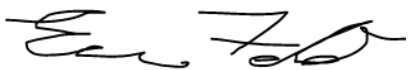
STATEMENT OF STAFF

None.

ADJOURNMENT:

There being no further business to come before the Commission, Chairman Corradini adjourned the meeting at 7:40 p.m.

Respectfully submitted,



Eric Feldt, AICP, CFM
City Planner/Project Manager

TO: Planning Commission**DATE:** June 2, 2022**FROM:** Kelly Peterson, Director of Community Development**SUBJECT:** A Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive.**I. INTRODUCTION:**

Applicant Omar Azam has submitted a Tentative Plan to rezone 7425 Oakland Drive from R-1B to Planned Development in order to facilitate the development of 15 new attached townhomes with a density of 6.98 units/acre on the 2.15-acre lot. By rezoning the property to Planned Development, the developer seeks more flexibility in housing types than what is currently allowed in the R-1B district. Construction is expected to occur in a single phase over two years, following completion of approval processes.

A public hearing for this rezoning application was opened at the May 19, 2022 Planning Commission meeting. During the meeting, the Commission discussed the proposed rezoning. Two members of the public provided testimony and expressed opposition to the project due to perceived concerns about traffic safety and congestion, impacts on property values of nearby homes, and impacts on viewsheds of adjacent homes. Additionally, two letters of public comment were received on May 19 (one in support of the project, one against) and staff forwarded these to the Commission the day of the Commission meeting (May 19). The Commission requested additional information from the Administration (provided in the attachments to this agenda) and voted to continue the public hearing to the June 2, 2022 meeting.

II. BACKGROUND INFORMATION:**Existing Conditions**

The subject property was acquired in 2021 by the applicant, Omar Azam and Saima Munawar of TLG Parkview, LLC to facilitate development. According to City's Assessor records, TLG Parkview, LLC also owns the property to the south (A Touch of Home childcare) located at 7455 Oakland Drive.

The following table summarizes existing conditions in the area:

Existing Land Use/ Zoning	• The subject site is vacant and zoned R-1B Single family residential. • <u>North</u>: Kingdom Hall of Jehovah's Witness; 7415 Oakland Dr., R-1B Single Family Residential • <u>South</u>: A Touch of Home childcare, 7455 Oakland Dr., R-1B Single Family Residential • <u>West (Across Oakland Drive)</u>: Single-family House, 7418 Oakland Dr., R-1B Single Family Residential • <u>East</u>: Single-family House, 7422 Starbrook St., R-1B Single Family Residential.
Public Streets	The surrounding roadway network: Oakland Drive (Total of 13,048 average daily trips) to the west (frontage street); Starbrook Street (no counts provided on local residential streets) to the east; and Schuring Road (Total of 2,836 average daily trips-2019) to the south.
Public Utilities	City sanitary sewer and water are available on Oakland Drive.
Environment	The subject site is undeveloped having a forested area with a mix of trees, bushes, grassy areas. The site rises from Oakland Drive to the rear lot line.
Unique Conditions	No mapped wetlands or flood hazards exist on the site. No mapped or identified historic structures or buildings exist.

The following sections of Chapter 42. Division 4. Zoning Districts and District Regulations apply and are addressed further in this report:

- Subdivision 11 – PD, Planned Development District, and
- Division 8 – Administration and Enforcement (Rezone Applications)

Proposed Development

The developer's stated design goal is to "*create affordable residential units with a contemporary style using high quality materials... that will appeal to a variety of potential families.*" The proposed development will provide a total of 15 units, with a mix of two single-family dwelling unit types that range from 1,932 - 2,087 square feet with forecasted unit price range from \$350,000 - \$400,000, comprising the following layouts:

- One dwelling unit type provides all second floor bedrooms with an office/den option for younger families.
- The second dwelling unit type provides a first floor Owner's Suite for the senior population that may be used as an in-law suite.

The buildings will be two-stories, with an overall estimated height of 27 feet. There are (3) 4-unit buildings and (1) 3-unit building that will provide for the proposed multifamily condominium units. All units will have a front entry, attached two-car garage (385-403 square feet) with additional driveway

parking. The planned development includes common open space with sidewalks for all residences. The proposed buildings were designed to optimize outdoor space, both private and common, for residents and sidewalks are provided for connectivity. Additionally, each unit will have a front porch and back patio area. No basements are proposed.

The buildings would be located 42 feet from the front lot line (Oakland Drive), 53 feet from the northern lot line, 20 feet from the east lot line, and 10 feet from the southern lot line. A proposed driveway off Oakland Drive will provide access to the entire development for vehicular access, as well as a sidewalk connecting to Oakland Drive for pedestrian access. Landscaping will be provided around the primary driveway and throughout the entire site. Landscape screening is also being proposed between the southern property line and the proposed condominiums.

Rezoning to Planned Development

The Planned Development (PD) allows the developer to creatively provide a variety of housing styles, and flexibility in building heights and setbacks. The following list highlights features that are being sought by rezoning to PD:

- The development consists of four rows of attached two-story townhouses, which would not be allowed in the underlying R-1B district.
- The condominium unit would range in size from 1,932– 2,087 square feet with a two-car attached garage.
- The development results in a density of 7 units/acre, allowable in PD but not R-1B.
- Establishment of a homeowners' association to maintain private driveways, shared open spaces, landscaping, and other amenities.

III. ANALYSIS:

Staff analysis has been prepared with consideration to the following elements:

Comprehensive Plan

Rezoning applications are reviewed for consistency with the Comprehensive Plan. The Future Land Use map designates the subject property, and others in the neighborhood, as 'Low Density Residential', which is defined as single family housing densities of 1-4 units/acre. The existing homes within the neighborhood fall within this density range. The applicant's proposal is a moderately more dense 7 units/acre.

The subject site has abutting commercial properties (church to the north, daycare center to the south) and Oakland Drive Park within walking distance. As developable land in the city becomes scarce and housing demand increases, increased density will help accommodate future needs. The Oakland Drive corridor provides access to multiple neighborhoods, commercial areas, highways, and parks, making it attractive and marketable to many residential users who seek a variety of housing preferences and

amenities. Therefore, a moderately higher density proposed is appropriate at this site, with consideration given to building and site design to ensure harmony with the existing neighborhood and commercial uses.

Preliminary Evaluations from the Development Review Team (DRT)

This project was reviewed by the Development Review Team (DRT) who ensures that the proposed development is consistent with the City's ordinances, policies and standards. In the preliminary review, the proposed project was determined to generally meet the requirements.

Planned Development - Sec 42-374 Site Development Requirements.

Staff finds this section is met with the submitted application for the following reasons:

- The attached project narrative and site plan addresses items under this ordinance.
- The proposal consists of 15, two-story attached units. Each unit will include a two-car garage and a paved driveway.
- Select units will offer a ground-level 'owner's suite' to provide for and attract senior citizens.
- City water and sewer will be extended from Oakland Drive. Stormwater will be managed on-site with an anticipated mix of aboveground and underground facilities.
- The project provides vehicular and non-motorized access throughout the site. A new, private driveway will serve the development and guide residents to each attached housing unit. Pedestrian connections will be provided via sidewalks internally throughout the development and connect to the existing sidewalk on Oakland Drive, consistent with the City's Complete Streets policy.
- The site is within walking distance of Oakland Drive Park.
- Landscaping will be provided around the perimeter and interior of the development.
- Open spaces in the northeast and southern corners will also be landscaped.
- Landscape screening along the southern and eastern property lines will add a more natural feature between the proposed development and the existing residences to the south and east.
- Each row of buildings is designed at two-stories, similar in height to the existing two-story homes in the neighborhood.
- The proposed density of 7 units/ acre is consistent with the PD district.
- The separation distances noted on the site plan provide the setbacks from abutting property lines.

Planned Development - Sec 42-375 Plan review and approval (PD, planned development); Tentative Plan

Staff finds Items A – E of the Tentative Plan to be met with the submitted application; and Sec 42-375 (D - G) indicates required public hearings by the Planning Commission and City Council.

Suitability of Existing R-1B District/ Impacts of Proposed Planned Development

The site is currently zoned R-1B, and is 2.15 acres, thus this property is allowed a maximum of 9.7

houses (density of 4.4 units/ acre). The applicant is pursuing a Planned Development to seek a moderately higher density development (7 units/ acre) and more flexibility than what is allowed under the R-1B district. To ensure neighborhood harmony with the adjacent residential and commercial uses, the applicant has provided the following:

- Additional landscaping for buffering and beautification.
- The proposed two-story building height is similar to the height of nearby single family homes.
- Each housing unit will have an attached garage and consists of a 3-bedroom, 2-bathroom layout, similar to abutting single family homes to the east and south.
- The development will establish a homeowners' association board to oversee the maintenance of the private driveway, general site and landscaping conditions.
- The development is expected to have little to no impact on the abutting commercial uses to the north and south.

Public Noticing Requirement

Required public notice was sent to all property owners/occupants within 300 feet of the subject property on May 4, 2022. A public notice was published in the Kalamazoo Gazette on May 4, 2022. As of the date of this report, staff received three public comments.

May 19, 2022 Planning Commission Update

Planning Commission voted to continued public hearing until June 2, 2022 after hearing public testimony regarding concerns about traffic safety. Planning Commission requested staff to:

- Research the density levels of existing condominiums along Oakland Drive, and
- to have the City Transportation and Utility Department provide any additional comments about resulting traffic impacts from this project.

The above requested information is provided in the attachments.

IV. RECOMMENDATION:

If no additional public comment is requested and the Commission is supportive of the proposed Tentative Plan and Rezoning request, staff advises the Planning Commission to make a recommendation to City Council that the Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive be approved.

Attachments:

1. Applicant's Project Narrative
2. Rezoning Application
3. Commercial Development Application
4. Applicant's Site Plan, Building Drawings
5. Comprehensive Plan - Future Land Use Map
6. Location Map

7. Staff's Picture Map
8. 2022 05 19 Final Agenda packet including public comments received
9. PC Communication_ Additional Information Requested_ Woodway Condos_05 27 2022
10. Communication from Katie MCCoy dated May 31, 2022
11. Communication from Barbara & Mikel Sagara
12. Communication from Steve and Kim Walsh dated June 2, 2022
13. Communication from Patti Chen dated June 2, 2022



J&A ARCHITECTURAL ENGINEERING
3250 w. Big Beaver Road
Suite 510
Troy, MI 48084
313-600-1373
eafegley.arch@gmail.com

April 28, 2022

To: City of Portage
Planning Department
c/o Eric Feldt, AICP, CFM
7900 S Westnedge Avenue
Portage, MI 49002

RE: **7425 Oakland Drive**
Portage, MI 49024

1. A statement of purpose and objectives

Our design goal for the Architecture was to create affordable residential units with a Contemporary style using high quality materials. We clustered the buildings to optimize the outdoor space, both private and common, for residences.

2. A general plan of development, including a designation of proposed land uses by relative intensity and proportion of land area intended for each land use

The current zoning for the property located at 7425 Oakland Drive is R-1B (One family residential). We are submitting an application for consideration of a PD (Planned Development) rezoning. The size of the property is 2.15 acres. The proposal includes 4-unit and 3-unit buildings with a mix of two single family dwelling unit types. One dwelling unit type provides all second floor bedrooms with an office/den option for younger families. The second dwelling unit type provides a first floor Owner's Suite for an older population that may be used as an in-law suite. All units have front entry garages with the additional parking in driveways. The planned development includes common open space with sidewalks for all residences. There will be screening and landscaping to provide private outdoor spaces for each Residential unit. This development will provide the City of Portage high quality, affordable housing that will appeal to a variety of potential families.

Reference Sheet A1.1, Conceptual Landscape Plan for location of walks, screening, roadways, etc. Reference Sheet A1.0, Architectural Site Plan for setback dimensions and density calculations.

3. A program of development outlining the proposed stages of development

Site will be developed with overall infrastructure and Building #1 (Building Type 'A') first. Building #2 and Building #3 (Building type 'B') will be built second, followed by Building #4 (Building Type 'C').

4. The time schedule

Upon approval of rezoning, permit applications will be applied for. Site work will begin as soon as possible.

5. A statement demonstrating the independence of each stage and the integration of the proposed development into the proposed or existing development pattern

Overall development of Site to be completed over 2 year period. Each stage will not interfere with built, occupied dwelling units. Construction activity to be limited to area being built.

6. The general location and size of the area involved and the nature of the landowner's interest in the land proposed to be developed

7425 Oakland Drive is located South of Romence Road and North of W. Centre Avenue. The property is 2.15 Acres. Landowner proposes a multi-family development under a Homeowner's Association. Each unit to be individually owned.

7. The density of land use to be allocated to parts of the area to be developed

The overall site is 93,758 s.f. Any mature trees that can remain will be preserved, especially at the perimeter of the site located in the setback areas. The breakdown of area calculation is as follows:

Building footprints:	22,157 s.f.	24% of site
Streets, sidewalks, outdoor patios:	29,367 s.f	31% of site
Green space:	42, 234 s.f	45% of site
Unit Density:	15 D.U./ 2.15 acres = 6.97 D.U. per acre	

8. The location, function, ownership and manner of maintenance of common open space

The Development will have a Homeowner's agreement. Each residence will have an outdoor terrace with privacy fence. The Southeast corner of the property will be open common space for the development.

9. The use, approximate height, bulk and location of buildings and other structures

Buildings will be 2-Story Multi-family Condominium dwelling units. The overall Building Height will be +/- 27'-0" with a Ridge Height of +/- 31'-0". There are (3) 4-unit buildings and (1) 3-unit building, see site plan for locations.

10. The feasibility of proposals for the disposition of sanitary waste and storm water

A private storm water management system will be required in accordance with the Storm Water Design Criteria Manual, including Add No. 1 to the Storm Water Design Criteria Manual. Civil Engineer will determine method of handling storm water once final Site Plan has been approved. Owner would prefer a surface infiltration basin but underground infiltration system may be required.

11. The substance of covenants, grants of easements or other restrictions to be imposed upon the use of the land, buildings and structures, including proposed easements for public utilities

Project will meet all easement requirements for the property.

12. The provisions for parking vehicles, the location and width of proposed streets and public ways, and the relationship of proposed streets and other public facilities in proximity to the proposed planned development

Each Dwelling unit will have a 2 car garage and driveway with the ability to park 2 cars. The site will have a 60 car allotment for parking for 15 dwelling units. All streets are shown at 22'-0" wide. There are (2) Churches located to the North and a Day Care to the South. Oakland Drive Park is located across Oakland Drive and to the South of the property.

13. The required modifications in the regulations otherwise applicable to the subject property

We are applying for rezoning the property to meet the City regulations.

14. In the case of plans which call for development over a period of years, a schedule showing the time within which application for final approval of all parts of the planned development are intended to be filed; and

The development of the property will occur over a 2 year period.

Thank you,

E. Ashley Fegley, RA



J&A ARCHITECTURAL ENGINEERING

3250 w. Big Beaver Road

Suite 510

Troy, MI 48084

313.600.1373

eafegley.arch@gmail.com

April 28, 2022

To: City of Portage
Department of Community Development
c/o Kelly Peterson
7900 South Westnedge Avenue
Portage, MI 49002

RE: **7425 Oakland Drive**
Portage, MI 49024

Dear Kelly Peterson,

Attached are our responses to the plan review completed April 20, 2022.

Community Development:

1. Photo, plans, elevations, and locations of Privacy fences have been added to the submission.
2. Housing density has been added to the Narrative

City Assessor:

1. Acknowledge the additional frontage benefit charges.

Fire Department:

1. The townhome units will be built under the Michigan Residential Code as a townhouse option with a 2-hour rated wall assembly as the demising wall for each unit. A fire suppression system is not required. Rated wall assembly will meet the requirements listed under Building Services of review. IFC 507.5.1 requires that a hydrant must be within 400-feet of all portions of all buildings which would require at least one hydrant on-site.
2. Highest point of roof line is under 30'-0". Dimension added to elevations for documentation.

Building Services:

1. Acknowledge definition of Townhouse as correct for development.
2. Acknowledge building requirements for Townhouse dwelling units under section R302.2 of the Michigan Residential Code.

Engineering & Utilities:

1. Site plan has been updated to show entrance drive to the North of the property.
2. Acknowledge public water and sanitary sewer requirements as stated by Review.
3. Narrative has been updated to include storm water management information.

Thank you,

E. Ashley Fegley, RA

APPLICATION FOR ZONING AMENDMENT

Application number _____

Date March 14, 2022APPLICATION INFORMATION:

Meetings of the Portage Planning Commission are held on the first and third Thursday of each month at 7:00 p.m. in the Council Chambers of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan. All zoning amendment applications must be properly filled out and submitted to the Department of Community Development and the zoning amendment fee paid at least 15 working days prior to the meeting at which the public hearing is held. The applicant will be notified in writing of all such public hearing/meetings. *Please note: City Staff and/or Planning Commissioners may visit the subject property while the application is under review.*

For more detailed information about the zoning amendment process, please refer to Portage Land Development Regulations, Article 4, Division 8, Subdivision 2.

TO THE PLANNING COMMISSION:

I (WE), the undersigned, do hereby respectfully make application and petition the Portage Planning Commission to amend the Zoning Ordinance and/or change the Zoning Map as hereinafter requested. In support of this application, the following is submitted:

ZONING MAP AMENDMENT

1. a. Platted Land:

The property is part of the recorded plat: The property sought to be rezoned is located at 7425 Oakland Drive between Romence Road and Schuring Road on the East side of the street, and is known as Lot Number(s) 00017-025-C of SEE LEGAL DESCRIPTION ON SHEET A1.0. It has a frontage of 202.94 feet and a depth of 462 feet.

b. Unplatted Land:

The property is in acreage, and is not therefore a part of a recorded plat. The property sought to be rezoned is located and described as follows: (Indicate total acreage and parcel number).

N/A2. a. Do you own the property to be rezoned? Yes ☒ No ☐b. Name of the owner of the property to be rezoned: Woodway Home LLCAddress 7425 Oakland Drive, Portage, MI 49024

3. My (our) interest in the property and purpose for submitting the proposed Zoning Amendment: The attached proposal includes (15) Single family dwelling units. See attached letter for more detailed information.

4. CURRENT ZONING: R-1B PROPOSED ZONING: PD

ZONING TEXT AMENDMENT

1. The proposed language to be considered is (attach additional sheets as necessary):
See attached letter for more detailed information.

2. The Zoning Code Chapter and Section wherein the proposed text would be modified/inserted.
See attached letter for more detailed information.

3. My (our) interest in and purpose for submitting the proposed Zoning Ordinance Amendment.
See attached letter for more detailed information.

We attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment will advance the public health, safety and welfare. An assessment of the impact of the proposal on the community and property of other persons in the vicinity of the amendment or affected by the amendment is also attached.

<u>(Signature of Applicant)</u>	<u>(Signature of Applicant)</u>
<u>7425 Oakland Drive, Portage, MI 49024</u>	
<u>(Address)</u>	<u>(Address)</u>
<u>(Phone)</u>	<u>(Phone)</u>

A copy of all actions taken regarding this application shall be attached and shall be considered a part of this application.



COMMERCIAL DEVELOPMENT APPLICATION

Department of Community Development
7900 South Westnedge Avenue – Portage, Michigan 49002 – (269) 329-4477

Applicant must complete all items in sections 1-9 (if applicable).

Please note: Separate applications must be submitted for Plumbing, Mechanical and Electrical Work Permits

No Work is to Start Prior to the Issuance of Building Permit

1) PROJECT INFORMATION

Project Description Condominium development	Address 7425 Oakland Drive, Portage, MI 49024
--	--

2) IDENTIFICATION (OWNER)

Name Woodway Home LLC	Address 7425 Oakland Drive		
City Portage	State MI	Zip 49024	Phone

3) ARCHITECT OR ENGINEER

Name J & A Architectural Engineering	Address 3250 W. Big Beaver Rd., Ste. 510	City Troy
State MI	Zip 48084	Phone 248.282.6475
License Number 6201025357	Expiration Date 04/25/2024	Email eafegley.arch@gmail.com

4) BUILDING CONTRACTOR

Company name T.B.D.	Address	City
State	Zip	Phone
Email	Federal Employer ID	
Builder License Number	Expiration Date	
Workers Comp Insurance Carrier	MESC Employer Number	

5) TYPE OF DEVELOPMENT PROJECT

- ☐ Site Plan ☐ Building Plan ☐ Final Plan in Planned Development
☐ Subdivision ☒ Condominium ☐ Land Division Requiring Public Improvements
☐ Landscape Plans ☐ Public Water Main ☐ Public Sanitary Sewer Main

☐ Other: _____

(Note: Please provide a Portable Document Format (PDF) of the plans for the project at time of document submittal. The submitted format shall be CD/DVD or USB. If a PDF is not submitted, an additional \$25 fee plus \$1 for each plan sheet after 20 sheets will apply.)

6) TYPE OF IMPROVEMENT

- ☒ New Building ☐ Alteration ☐ Addition ☐ Repair ☐ Demolition ☐ Foundation Only
☐ Relocation ☐ Special Inspection ☐ Solar ☐ Other: _____

7) DESCRIPTION OF WORK

- A) The proposal includes 4-unit and 3-unit buildings with a mix of two single family dwelling unit types. One dwelling unit type provides all second floor bedrooms with an office/den option. The second dwelling unit type provides a first floor Owner's Suite with remaining two bedrooms on the Second Floor. All units have front entry garages with the additional parking in driveways. The planned development includes common open space with sidewalks for all residences. There will be screening and landscaping to provide private outdoor spaces for each Residential unit. See submitted plans for more information.

B) Valuation of Project: \$ _____

8) CHARACTERISTICS OF THE BUILDING

A) Water Meter Size

☐ 5/8" ☐ 3/4" ☐ 1" ☐ 1 1/2"
☒ Other T.B.D. ☐ Irrigation Size _____ ☐ Fire Sprinkler Size _____

B) Electric Service Size

☐ 200 AMP ☐ 400 AMP ☐ 600 AMP ☐ 800 AMP ☐ 1000 AMP ☒ Other T.B.D.

C) Type of Mechanical

Air Conditioning? ☒ Yes ☐ No Fire Suppression? ☐ Yes ☒ No Hood System? ☐ Yes ☐ No

9) CONSTRUCTION PLANS SUBMITTED

Required submittals for plan review:

- Plans shall be signed and sealed when required in accordance with State of Michigan Act No.299 of Public Acts of 1980.
- All plans shall be drawn on uniform sheets no greater than 30"X42".
- All plans shall be drawn to an architectural scale.
- All plans shall be clear, legible and accurate.
- Plans shall be stapled along the left margin.

Type of Plan Submitted:

☒ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Energy

Building Code: Site plan, foundation plan, soil bearing capacity, floor plans, building elevations, building sections, framing plan, details, roof plan, roof finish schedule, roof live and dead loads.

Electric Code: Lighting layout, circuiting, switching, conductor and raceway sizes, wattage schedule, service location and riser diagram, load calculations, and appropriate plans showing standard symbols of all electrical equipment.

Plumbing Code: Site plan, floor plans, DWV riser diagrams and water distribution system and roof plan, Show direction of flow, pipe sizes, grade of horizontal piping, elevations, drainage fixture unit loading of both stacks and drains in the DWV system, supply fixture unit load for the water system, branch supplies serving more than one plumbing fixture, appliance or hose outlet, meter locations.

Mechanical Code: Plans indicating heating equipment, air conditioning equipment, ductwork material and layout, fire dampers, ventilation of rooms and areas, location of chimneys and vents, piping layouts, kitchen equipment layout, and combustion air. (Plans for fire suppression systems may be submitted after permit issuance, but are required prior to installation.)

Energy Code: Floor plans, building sections, details, average annual degree days, exterior envelope components materials, "U" values of elements, "R" values of insulating materials, size and type of apparatus and equipment, energy calculations.

Note: Additional plan review fee(s) required of all non-concurrent plan submittals

APPLICANT INFORMATION

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name Omar Azam	Phone
Address 7425 Oakland Drive	City Portage
State MI	Zip 49024

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent, and I agree to conform to all applicable laws of the State of Michigan and ordinances of the City of Portage. All information submitted on the application is accurate to the best of my knowledge.

Signature of Applicant: _____ Date: _____

FOR DEPARTMENTAL USE ONLY

- | | | |
|---|--|--|
| ☐ Vacant | ☐ F-2: Factory (Low Hazard) | ☐ I-4: Institutional (Day Cares, ETC.) |
| ☐ A-1: Assembly (Theaters) | ☐ H-1: High Hazard (Detonation) | ☐ M: Mercantile |
| ☐ A-2: Assembly (Restaurants) | ☐ H-2: High Hazard (Deflagration) | ☐ R-1: Residential (Hotels, Motels, ETC.) |
| ☐ A-3: Assembly (Library, ETC.) | ☐ H-3: High Hazard (Physical) | ☐ R-2: Residential (Multi Family, ETC.) |
| ☐ A-4: Assembly (Indoor Sports) | ☐ H-4: High Hazard (Health) | ☐ R-3: Residential (1 & 2 Fam. Townhomes) |
| ☐ A-5: Assembly (Outdoor Sports) | ☐ H-5: High Hazard (HPM) | ☐ R-4: Residential (Assisted living) |
| ☐ B: Business | ☐ I-1: Institutional (Supervised) | ☐ S-1: Storage (Moderate hazard) |
| ☐ E: Educational | ☐ I-2: Institutional (Hospital) | ☐ S-2: Storage (Low hazard) |
| ☐ F-1: Factory (Moderate hazard) | ☐ I-3: institutional (Prisons) | ☐ U: Utility (Garage, Shed) |

CHARACTERISTICS OF BUILDING

Frame:

- ☐ Masonry
 ☒ Wood Frame
 ☐ Structural Steel
 ☐ Reinforced Concrete
 ☐ Other

Heating System:

- ☒ Gas
 ☐ Electricity
 ☐ Solar
 ☐ Other _____

New Sewer Connection:

- ☒ Yes
 ☐ No

New Water Connection:

- ☒ Yes
 ☐ No

Type of Mechanical:

- ☒ (Y) Air Conditioning
 ☐ (Y) Fire Suppression

DIMENSIONS / DATA

Number of Stories 2 STORY
 Use groups MICHIGAN RESIDENTIAL CODE: TOWNHOUSE OPTION
 Construction Type VB 2-HOUR TENANT SEPARATION

Number of Occupants 15 DWELLING UNITS (3) BEDROOM UNITS

Floor Area	Existing	Alterations	New
Basement			N/A
1 st Floor			STANDARD: 894 S.F. 1ST FLR. BDRM.: 1,227 S.F.
2 nd Floor			STANDARD: 1,193 S.F. 1ST FLR. BDRM.: 705 S.F.
3 rd Floor			
4 th Floor			
5 th Floor			
Total			STANDARD: 2,087 S.F. 1ST FLR. BDRM.: 1,932 S.F.

SEE SUBMITTED PLANS FOR GARAGE S.F.

GOVERNING CODES
2015 MICHIGAN RESIDENTIAL BUILDING CODE (MRBC) :TOWNHOUSE
2015 MICHIGAN UNIFORM ENERGY CODE (MUEC)
TENANT SEPARATION: 2 HOUR RATED WALL ASSEMBLY

ZONED: R-1B ONE FAMILY RESIDENTIAL
PROPOSED REZONING: PD PLANNED DEVELOPMENT
LEGAL DESCRIPTION: COMMENCING AT THE SW CORNER OF THE E 1/2
OF THE NE 1/4 OF SECT 17, TOWN 3 S, RANGE 11 W; TH N 00
DEG-15-05" E 233 FT ALONG THE W LINE OF THE E 1/2 OF THE
NE 1/4 OF SAID SECT; TH CONTINUING N 00 DEG-15-05" E
202.94 FT; TH S 89 DEG-25-20" E 495 FT PARALLEL WITH THE E
AND W 1/4 LINE OF SAID SECT; TH S 00 DEG-15-05" W 202.94
FT; TH N 89 DEG-25-20" W 495 FT TO THE PLACE OF BEG

15 DWELLING UNITS - AVERAGE 7 PER ACRE
ALL 3 BEDROOM SINGLE FAMILY DWELLING UNITS
UNIT DENSITY: 15 D.U. / 2.15 ACRES = 6.97 D.U. PER ACRE

2 CAR GARAGE WITH 2 PARKING SPACES FOR EACH UNIT
TOTAL 60 PARKING SPACES

OVERALL SITE AREA : 93,758 S.F. (2.15 ACRES)
STREETS/HARDSCAPE: 29,367 S.F. 31%
BUILDINGS : 22,157 S.F. 24%
OPEN SPACE : 42,234 S.F. 45%

2. PEDESTRIAN CIRCULATION. THE PEDESTRIAN CIRCULATION SYSTEM AND ITS RELATED WALKWAYS SHALL BE INSULATED AS COMPLETELY AND AS REASONABLY AS POSSIBLE FROM THE VEHICULAR STREET SYSTEM IN ORDER TO PROVIDE SEPARATION OF PEDESTRIAN AND VEHICULAR MOVEMENT. THIS SHALL INCLUDE, WHEN DEEMED TO BE NECESSARY, A PEDESTRIAN UNDERPASS OR OVERPASS IN THE VICINITY OF SCHOOLS, PLAYGROUNDS, LOCAL SHOPPING AREAS, NONRESIDENTIAL AREAS AND OTHER NEIGHBORHOOD USES WHICH GENERATE A CONSIDERABLE AMOUNT OF PEDESTRIAN TRAFFIC.

C. INTERNAL SETBACKS FOR DUPLEX AND ONE-FAMILY RESIDENTIAL STRUCTURES. INTERNAL SETBACKS FOR

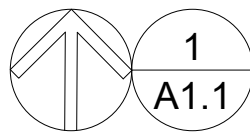
J. ACCESSORY STRUCTURES: ACCESSORY STRUCTURES, BUILDINGS AND USES SHALL BE SUBJECT TO THE REGULATIONS CONTAINED IN SECTION 42-121.



SCALE: 1" = 20'-0"

DATE :	10-21-2021
DRAWN BY :	EAF
CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

SCALE: 1" = 20'-0"



CONCEPTUAL LANDSCAPE PLAN

SCALE: 1" = 20'-0"



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P. 248.282.6475
F. 248.590.0257
azhermaty@gmail.com

PROJECT
WOODWAY HOME, LLC
7425 OAKLAND DRIVE
PORTAGE, MI 49024

ISSUED FOR
PLAN REVIEW

DATE
04-28-2022

NOTES:
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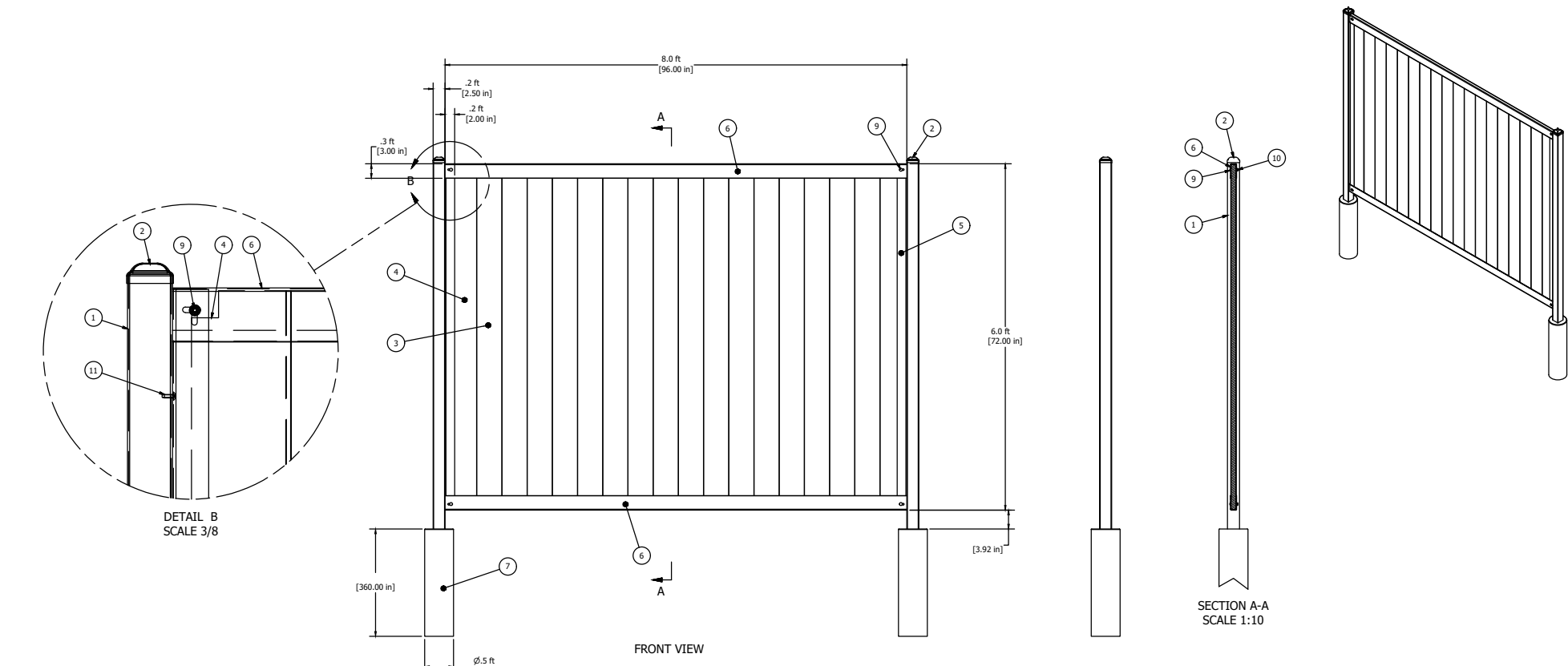


SHEET NAME:
CONCEPTUAL
LANDSCAPE PLAN

DATE : 10-21-2021
DRAWN BY : EAF
CHECKED BY : AM
JOB NO : 21-167
SHEET:

A1.1

SCALE: 1" = 20'-0"



PARTS LIST				FENCE/RAIL	
ITEM	QTY	PART NUMBER	DESCRIPTION		
1	2	2.5in x 2.5in x 9ft. 16ga Post			
2	2	2.5in x 2.5in Post Cap			Vertical 600-Panel
3	16	1in x 6in x 6ft Boards	Quantity may vary depending on the type of boards or infill chosen.		
4	2	1in x 6in x 6ft Boards Notched	2 Boards or infill to be notched for bolt clearance at the left and right ends.		Vertical 600-Panel
5	2	2in x 6ft Fence Rail			
6	2	3in x 8ft Fence Rail			
7	2	Concrete Pillar 6in Diameter			
8	1	Hardware Kit Items Listed Below			
9	4	ANSI B18.5 - 1/4-20 UNC - 1.5	Round Head Square Neck Bolt		
10	4	IFI 100/107 - 1/4 - 20	Prevailing Torque Type Hex Flange Nut		
11	12	ANSI B18.6.4 - No. 10 - 16 - 5/8	Cross Recessed Truss Head Tapping Screw - Type BT - Type I		

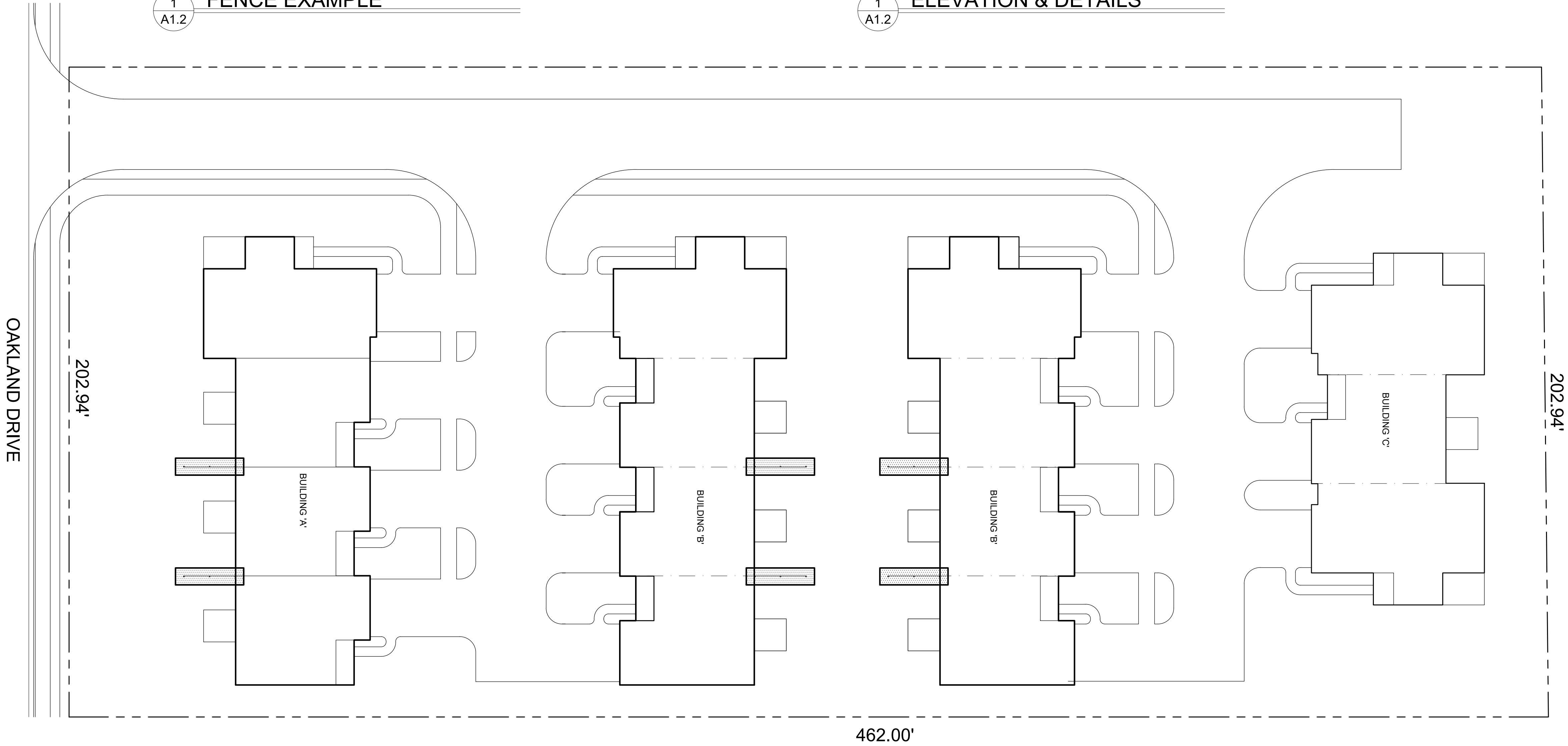
GENERAL NOTES

PRELIMINARY PLANS AND ELEVATIONS ARE SHOWN AS A BASIS OF DESIGN. OWNER HAS THE RIGHT TO USE AS EQUAL AS FINAL PRODUCT.

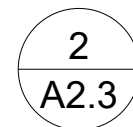
FENCE LOCATIONS
(2) 8'-0" SECTIONS AT 6'-0" HIGH - TYP.
(6) INSTALLATIONS

1 FENCE EXAMPLE
A1.2

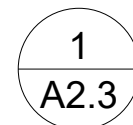
1 ELEVATION & DETAILS
A1.2



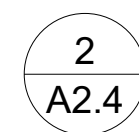
1 SITE PLAN
A1.2 SCALE: 1" = 20'-0"



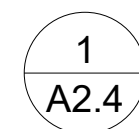
SCALE: 1/8"= 1'-0"



SCALE: 1/8"= 1'-0"



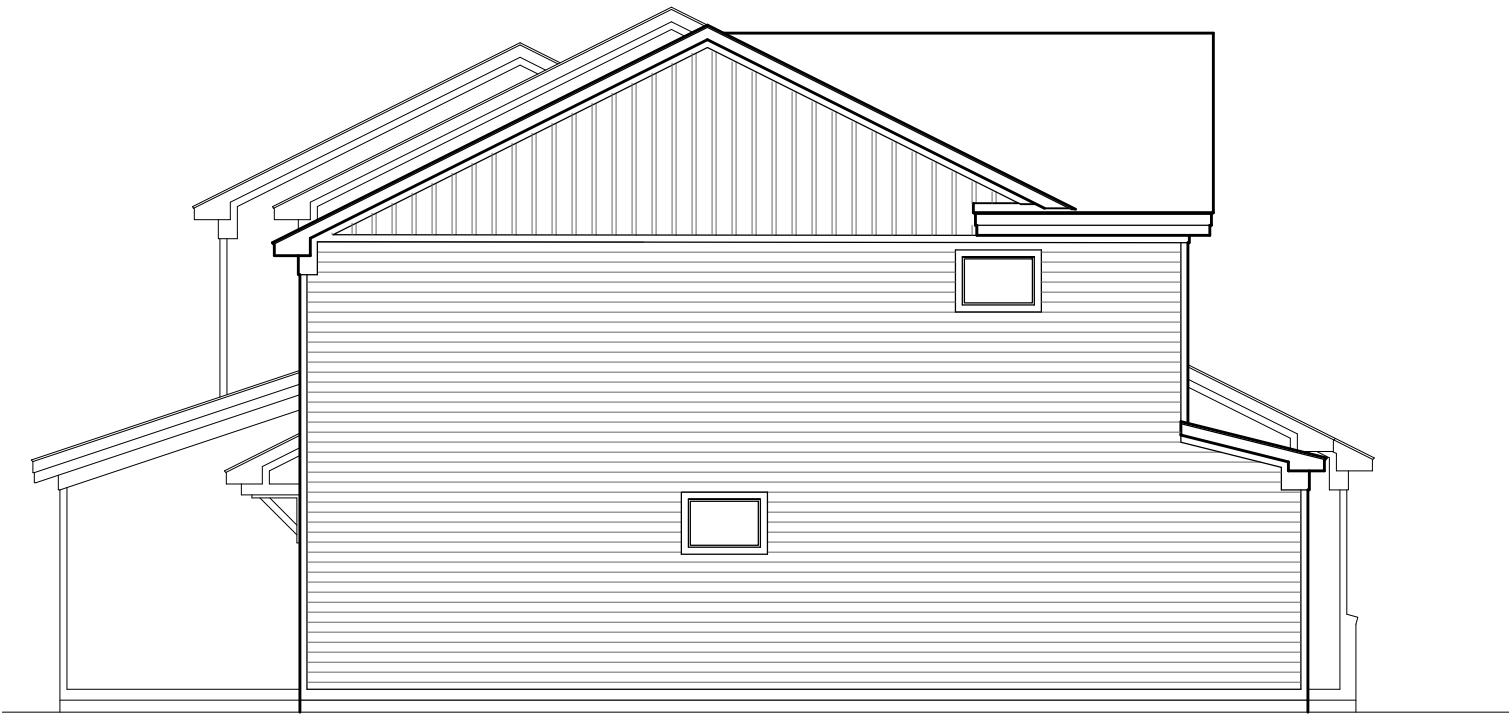
SCALE: 1/8"= 1'-0"



SCALE: 1/8"= 1'-0"



4 REAR ELEVATION - BUILDING 'B'
A4.0 SCALE: 1/8"= 1'-0"



3 RIGHT SIDE ELEVATION - BUILDING 'B'
A4.0 SCALE: 1/8"= 1'-0"



2 LEFT SIDE ELEVATION - BUILDING 'B'
A4.0 SCALE: 1/8"= 1'-0"



1 FRONT ELEVATION - BUILDING 'B'
A4.0 SCALE: 1/8"= 1'-0"

NOTE #1
BUILDING 'A' & BUILDING 'C' ELEVATIONS SIMILAR.

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PROJECT
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7425 OAKLAND DRIVE
PORTAGE, MI 49024

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

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SHEET NAME:
OVERALL BUILDING
ELEVATIONS
BUILDING 'B'

DATE :	10-21-2021
DRAWN BY :	EAJ
CHECKED BY :	AM
JOB NO. :	21-167
SHEET:	

A4.0

SCALE: 1/8" = 1'-0"



4 REAR ELEVATION - BUILDING 'B'



3 RIGHT SIDE ELEVATION - BUILDING 'B'



2 LEFT SIDE ELEVATION - BUILDING 'B'



1
A4.1

FRONT ELEVATION - BUILDING 'B'

SCALE: 1/8"= 1'-0"

NOTE #1

FINAL COLOR SELECTION MAY VARY.

JCH ARCHITECTURAL ENGINEERING

**J & A ARCHITECTURAL
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PROJECT

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PORTAGE, MI 49024

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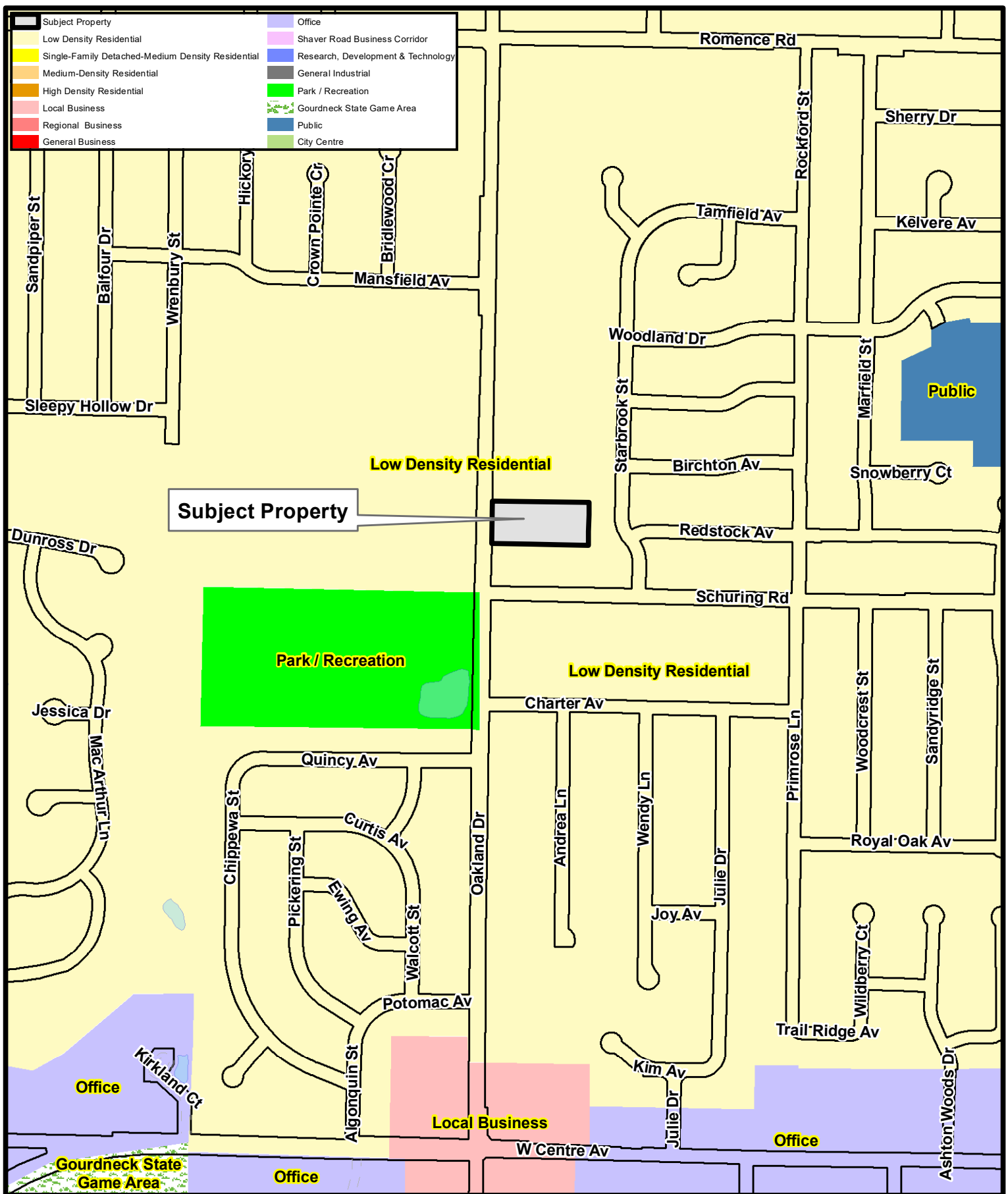


SHEET NAME:
OVERALL BUILDING
ELEVATIONS
BUILDING 'B'
RENDERINGS

DATE :	10-21-2021
DRAWN BY :	EAF
CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

A4.1

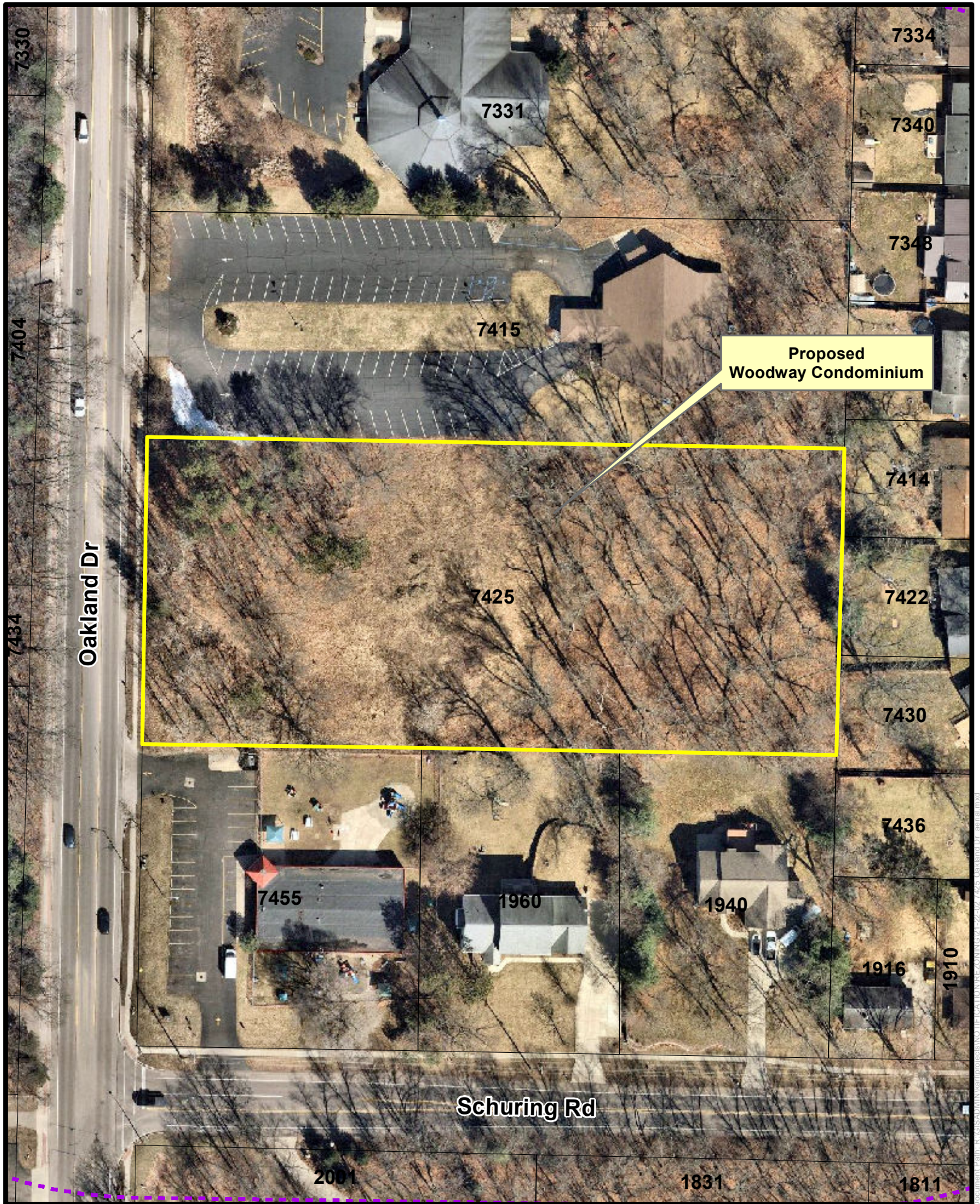
SCALE: 1/8" = 1'-0"



Future Land Use Map 7425 Oakland Drive



1 inch = 600 feet



 Subject Property
2021 Nearmap Imagery

Aerial Photography
7425 Oakland Drive



1 inch = 80 feet
Date: 4/29/2022
(218)

Staff's Picture Map





Picture 1. Looking east along Oakland Drive. Subject site is forested lands to the left (north) of sidewalk, beyond the parking lot. Picture taken May 4, 2022.



Picture 2. Looking north toward subject site containing forested lands. Kingdom Hall of Jehovah's Witnesses shown to the left. Picture taken May 4, 2022.



Picture 3. Looking north across subject site. Homes along Starbrook Street shown in background. Picture taken May 4, 2022.



Picture 4. Looking north toward subject site containing forested lands. ‘A Touch of Home Childcare’ daycare center to the right (beyond picture). Picture taken May 4, 2022.



Picture 5. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and two single family homes along Schuring Road shown in background. Picture taken May 4, 2022.



Picture 6. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and a single-family home along Schuring Road shown in background. Parking lot of Kingdom Hall of Jehovah’s Witness in foreground. Picture taken May 4, 2022.

CITY OF PORTAGE PLANNING COMMISSION

FINAL AGENDA

**Thursday, May 19, 2022
7:00 PM**

Portage City Hall Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES:

- * 1. Minutes dated April 21, 2022

PUBLIC HEARINGS

SITE/FINAL PLANS:

OLD BUSINESS:

NEW BUSINESS:

- * 1. A Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive.
 - E-mail from Steve Walsh dated May 19, 2022
 - Letter from Dan and Sheila Mowry dated May 19, 2022
 - Letter from Larry Provancher dated May 14, 2022

STATEMENT OF CITIZENS:

ADJOURNMENT:

- 1. Adjourn the meeting and move to Conference Room 1 for a one-hour Planning Commission Workshop related to the Master Plan update

Star (*) indicates printed material within the agenda packet.

Tamara Stephens

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, May 19, 2022 9:50 AM
To: Eric Feldt
Subject: 7425 Oakland / Woodway Condo Rezoning Comments

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hi Eric,

Below please find the statement that my wife and I prepared for today's rezoning meeting. Please let me know if you prefer it to be in an attached document, and I can send that over.

Regards,
Steve

My wife and I live at 7422 Starbrook St, the central property that borders the lot in question on its Eastern/rear side. We chose our house because there is a great sense of space and privacy in the backyard. We spend a lot of time in our yard, and very much appreciate our privacy. The lot in question is a good size for a nice house, but we believe it to be too small for the proposed project. That is evident by the fact they plan to put a building 20 ft from our property line, which will be clearly visible above our privacy fence, overshadowing our backyard and taking away our sense of space and privacy. As it is currently zoned, the minimum rear setback for any residential lot is 40-ft, which would be much more appropriate in this case, rather than the proposed 20-ft.

There are 5 houses in total, whose backyards butt against this lot, so I know we are not the only ones who are concerned. It is a beautiful lot, and we expect something will be built there eventually, but we really hope it will be a house with a backyard of its own, providing more space than 20-ft to our back fence.

In the *Existing Conditions* section, it is mentioned that the Southern border consists of the child care center, when in fact, there are also 2 homes whose entire rear property line borders this lot. Similarly for the Eastern border, only my home is listed, though there are 2 other homes whose entire rear property line also border this lot. The impact on the surrounding neighborhood has been under-emphasized in this section.

If the rezoning is approved and the project moves forward, my wife and I will likely begin seeking other living arrangements.

Respectfully,
Steve and Kim Walsh

May 19, 2022

City of Portage
Department of Community Development
7900 South Westnedge Avenue
Portage, Michigan 49024

Dear Council,

We are writing to express our strong opposition to the proposed rezoning of the property located at 7425 Oakland Drive from R-1B to Planned Development for condominiums.

We are absolutely opposed to the addition of multi-family housing that will cause traffic and safety problems, and potentially lower the property values of the existing community.

We urge you to disapprove the proposed rezoning.

Thank you for your continued service and support of our communities.

Best regards,

Dan and Sheila Mowry
1940 Schuring Road

I have talked to Omar ~~Al-Basha~~ ^{about} the Woodway
condemning on their different occasions and I
and I support ~~their~~ his plan to develop property on Oakland
Ave. ~~As a~~ resident of the adjoining property, I
now live ~~there~~ here since 1963 I believe the
proposed development will ~~be~~ have a positive
impact on the neighborhood & city.

Jane Frovander 5/14/2022
7414 Starbrook, Portage, Michigan

TO: City of Portage Planning Commission**DATE:** May 26, 2022**FROM:** Kelly Peterson, Director of Community Development**SUBJECT:** Additional information requested related to the Proposed Rezoning #21/22-2 ‘Woodway Condominiums.’

At the May 19, 2022, Planning Commission Meeting, additional information was requested by the Commission from during the discussion of proposed rezoning #21/22-2 ‘Woodway Condominiums.’ The Commission requested information from staff regarding 1) existing condominium project density on Oakland Drive in relation to the proposed project, and 2) a response addressing public comments/concerns regarding traffic congestion and safety impacts in relation to the proposed development. Responses have been provided below for the Commission’s review and consideration.

1. Existing Condominium Densities along Oakland Drive

The proposed density of the project was discussed, and the Commission requested information regarding the density of existing condominiums along Oakland Drive, specifically ‘Whisper Rock Condominiums’, ‘Eagle Meadows Condo’, and ‘The Village at Brighton Lane’. The density, acreage, and total units of those condominium projects (as well as the proposed Woodway Condominiums for comparison) are provided below by the Department of Community Development.

Whisper Rock Condominiums

- 94 approved condo units
- 47.6 total acreage
- Density = 1.9 units/ acre

The Village at Brighton Lane

- 32 approved condo units
- 5.9 total acres
- Density = 5.4 units/ acre

Eagle Meadows Condo

- 22 approved condo units
- 4.08 total acreage
- Density = 5.3 units/ acre

Proposed Woodway Condominiums

- 15 proposed condo units
- 2.15 total acres
- Density = 6.9 units/ acre

2. Information and data response to public comments/concerns regarding traffic congestion and safety impacts in relation to the proposed development

Public comments and concerns were expressed at the May 19 Commission meeting regarding

traffic congestion and traffic safety related to the proposed condo development at 7425 Oakland Drive. The following response and related data has been provided by the City of Portage Department of Transportation and Utilities to address these concerns.

A raw trip generation table was created utilizing Institute of Transportation of Engineers' 8th Edition Trip Generation Tables (attached). A land use code of 230 was used to generate weekday, AM peak and PM peak hour traffic volume for 15 new condos. As can be seen a total of 123 weekday, 11 AM peak hour and 13 PM peak hour trips are forecasted. When these trips are compared to an existing 24-hour traffic volume count (attached) collected on Oakland Drive north of the development on August 6th, 2020, it appears that the weekday traffic is approximately 0.9% of the 24 -hour traffic volume on Oakland Drive whereas AM peak and PM peak hour volumes of the development are approximately 2% and 1% of the existing AM and PM peak hour traffic on Oakland Drive. The proposed driveway for the development is located approximately 400-ft from Schuring Road which is beyond the functional area of the intersection.

Since both commercial and employment hubs are located to the north of the development, most of the trips are anticipated to make right turn while coming out of the development hence not slowing down Oakland Drive northbound traffic. Southbound left turn vehicles will utilize existing two-way let-turn lane to access development while finding the gaps among on-coming northbound vehicles.

A three-year crash history report (attached) was generated for this segment of Oakland Drive (between Schuring Road and Mansfield Avenue) which indicates only 5 reported crashes occurring over this period without any serious injuries. Since both trips generated and the crash history numbers are markedly low, the Department of Transportation and Utilities does not see any adverse traffic congestion or traffic safety issues posed by the proposed development.

Attachments: ITE Trip Generation Tables
Traffic counts
Crash History Report

Residential Condominium/Townhouses

Trip Generation Analysis

Unadjusted Trip Ends

No.	Land Use				Weekday			AM Peak Hour						PM Peak Hour					
	Type	Code No.	Size	Unit				Adjacent Street			Generator			Adjacent Street			Generator		
					Two Way	In	Out	Two Way	In	Out	Two Way	In	Out	Two Way	In	Out	Two Way	In	Out
1	Residential Condo/Town	230	15	Each	123	50% 62	50% 62	11	17% 2	83% 9	n/a	n/a	n/a	13	67% 9	33% 4	n/a	n/a	n/a

Note: Source: ITE Trip Generation, 8th Edition.

Oakland Drive south of Romence Road

Location Info		Count Data Info	
Location ID	400550	Start Date	8/6/2020
Type	I-SECTION	End Date	8/7/2020
Functional Class	Urban Min Art	Start Time	12:00 AM
Located On	Oakland Dr	End Time	12:00 AM
SOUTH OF	Romence Rd	Direction	2-WAY
Direction	2-WAY	Notes	
Community	Portage	Count Source	Oakland Dr S of Romence
MPO_ID		File Name	Oakland 400550.mdb
HPMS ID		Weather	
Agency	Kalamazoo Area Traffic Study	Study	
		Owner	burly
		QC Status	Accepted

Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
00:00 - 01:00	18	19	9	3	49
01:00 - 02:00	4	11	5	4	24
02:00 - 03:00	3	10	10	4	27
03:00 - 04:00	3	2	6	6	17
04:00 - 05:00	3	10	10	14	37
05:00 - 06:00	15	16	28	32	91
06:00 - 07:00	33	46	87	95	261
07:00 - 08:00	110	147	158	190	605
08:00 - 09:00	146	166	160	199	671
09:00 - 10:00	188	183	168	186	725
10:00 - 11:00	208	189	197	254	848
11:00 - 12:00	203	229	250	266	948
12:00 - 13:00	278	253	258	280	1069
13:00 - 14:00	299	288	299	302	1188
14:00 - 15:00	260	286	251	267	1064
15:00 - 16:00	266	254	256	314	1090
16:00 - 17:00	306	280	332	317	1235
17:00 - 18:00	314	303	272	251	1140
18:00 - 19:00	224	212	207	189	832
19:00 - 20:00	188	169	166	139	662
20:00 - 21:00	111	111	114	94	430
21:00 - 22:00	104	83	86	53	326
22:00 - 23:00	62	41	47	27	177
23:00 - 24:00	37	22	19	8	86
TOTAL					13602

VOLUME_254063409

Standard Crash Report - Milepoints

Portage (CityVillage)

Report Module: Safety Management Analysis

Today's Date: Thursday, May 26, 2022

Dates: 1/1/2018 to 12/31/2020

Animal Crashes: Excluded

PR/RoadName: 3392465 : Oakland Dr

Milepoints: From 2.481 to 2.759

Sort Order: Road Name, Milepoint, Date of Crash

Milepoint **Intersection Name**

2.481 Oakland Dr & Schuring Rd

Milepoint **Intersection Name**

2.759 Oakland Dr & Mansfield Ave

Milepoint **Intersection Name**

Report Filter

Field Name	Operator	Value(s)
Crash Type	=	Angle Driveway or Angle Straight or Angle Turn or Animal or Backing or Bicycle or Fixed Object or Head-on or Head-On Left Turn Driveway or Head-On Left-Turn Not Associated with Driveway or Hit Train or Misc. Multiple Vehicle or Misc. Single Vehicle or Other Driveway or Other Object or Overturn or Parking or Pedestrian or Rear End Driveway or Rear End Left Turn or Rear End Right Turn or Rear End Straight or Side-Swipe Opposite or Side-Swipe Same

Standard Crash Report - Milepoints

UD-10										Number of				Environmental Condition			Relationship To Road	
MilePoint	Number	City/Township	Crossroad Reference	Location	Crash Type	Severity	Greatest Injury Severity	Date	Weekday	Hour of Occurrence	Veh	Occup	Fat	Inj	Weather	Lighting		Surface
PR Number: 3392465			Road Name: Oakland Dr															
2.481	1546832	Portage	SCHURING	0' X	Misc. Multiple Vehicle	PDO	No Injury	11/26/2018	Monday	09AM-10AM	2	2	0	0	Snow	Daylight	Snowy	Out Shou/Curb
2.486	1946165	Portage	SCHURING	26' N	Head-on	Injury	Non-Incapacit Inj	2/6/2020	Thursday	07PM-08PM	2	4	0	4	Snow	Dark,Lighted	Snowy	On Road
2.523	2034128	Portage	SCHURING	222' N	Misc. Single Vehicle	Injury	Non-Incapacit Inj	7/7/2020	Tuesday	03PM-04PM	1	1	0	1	Clear	Daylight	Dry	Out Shou/Curb
2.686	1560046	Portage	MANSFIELD	385' S	Angle Driveway	PDO	No Injury	12/5/2018	Wednesday	03PM-04PM	2	2	0	0	Cloudy	Daylight	Wet	On Road
2.707	2097386	Portage	MANSFIELD	275' S	Rear End Straight	PDO	No Injury	10/3/2020	Saturday	07PM-08PM	2	3	0	0	Rain	Dark,Lighted	Wet	On Road

Total crashes for PR 3392465: 5 (0 Fatal, 2 Injuries, and 3 PDO)

Eric Feldt

From: Katie Mccoy <ktlynn032@gmail.com>
Sent: Tuesday, May 31, 2022 2:48 PM
To: Eric Feldt
Subject: Plan and Rezoning Application (#21/22-2)

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Eric,
My name is Katie McCoy and my family and I live at 1834 Schuring Rd. We were made aware of the possibility of condos being built to the northwest within 300 feet of our property. We definitely would be opposed to this happening. We enjoy the shade we get from the trees currently on that property and we are concerned that the traffic on Oakland Drive will only increase. We have extended wait times when trying to turn off of Schuring onto Oakland, especially to the south, and at certain times of the day we have long waits at the lights at Romence. Also, our family likes to walk to Oakland Drive Park and it feels a bit harrowing to cross the road where Schuring meets Oakland. Crossing the road in front of the park is also quite difficult because people do not always stop for the flashing lights and there is a lot of traffic. Please let us know if there is anything further that can be done.

Thank you,
Katie McCoy

City of Portage
Eric Feldt - Portage City Planning Commission
7900 South Westnedge Avenue
Portage, MI 49024

Dear Commission,

We are writing to express our strong opposition to #21/22-2 which asks for the rezoning of 7425 Oakland Drive from R-1B to Planned Development for 15 single family housing units. We believe this development will be detrimental to the area. We are strongly opposed to the addition of multi-family housing that will cause traffic and safety problems, destroy local wildlife habitat and potentially lower the property values of the existing community.

Traffic and safety of pedestrians are major areas of concern as Oakland Drive is one of the primary North\South thoroughways and is already problematic at different times of the day. In addition, the intersection of Oakland Drive and Schuring Road is near the Oakland Drive Park and the existing crosswalk (sans traffic light) would also have increased risk with the addition of 15 new homes in such a small area.

There is abundant wildlife in the area. Any development will both destroy habitat and create additional traffic hazards. As greenspace continues to disappear, it becomes even more important to preserve what is still left.

Property values may be negatively impacted as well. Multifamily dwellings are inconsistent with the older, established neighborhoods in the area. We were disappointed that so few notices were mailed as the area of impact is certainly greater than that indicated in the notice we received.

We urge you to disapprove the proposed rezoning, and from recent meetings and discussions with our neighbors, our opinions are shared by many who have not managed to attend meeting or write letters and emails.

Thank you for your continued service and support of our communities.

Best regards,

Barbara & Mikel Sagara

From: [Tamara Stephens](#)
To: [Tamara Stephens](#)
Subject: FW: 7425 Oakland / Woodway Condo Rezoning Comments
Date: Thursday, June 2, 2022 10:52:00 AM

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, June 2, 2022 9:47 AM
To: Eric Feldt <feldte@portagemi.gov>
Subject: Re: 7425 Oakland / Woodway Condo Rezoning Comments

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hi Eric,
Can you please pass along the following, for this evening's meeting?
Regards,
Steve

Dear Planning Commission:

Thank you for taking our concerns into consideration during the previous meeting. We have some follow-up thoughts, as we are still strongly opposed to the proposal to rezone 7425 Oakland.

I researched the Portage zoning codes and do not agree with the architect's assessment of lot line orientation as she described it in the previous meeting. As currently zoned, the property has only one street frontage (Oakland), and is considered an "interior lot," where Oakland is the front lot line. Therefore, the property line shared with mine would be considered the rear line. The minimum rear setback for an R-1 lot is 40 feet as I stated before. Rezoning and allowing a building to be established at 20 feet would be an enormous nuisance during the build process, and thereafter would be a permanent encroachment on my property.

Next, the proposal describes screening on the South and East lines. However, in the drawn plans with screening, the screening is only drawn on the South line. On the East line (our border), we fear the plan is to rely on the sparse trees and shrubs which already exist and will provide insufficient screening from our property. These trees have been poorly maintained and have dropped branches and one even fell entirely over through our fence last year.

Lastly, it was mentioned that there are other similar developments in Portage with availability. Is there really a need to turn every undeveloped lot in Portage into high-density housing? Not only does this impact green space, but the sense of space in general. We moved into the suburbs to get away from high-density living such as apartments, and I restate that this project would very likely drive us out of Portage.

Respectfully,
Steve and Kim Walsh
7422 Starbrook St.

Here are some of the definitions I pulled from the zoning code documents:

Lot, interior: Any lot other than a corner lot.

Lot lines: The lines bounding a lot defined as follows:

Front lot line: In the case of an interior lot, that line separating such lot from the street. In the case of a corner lot, or double frontage lot, the front lot line is that line separating the lot from either street.

Rear lot line: That lot line opposite the front lot line. In the case of a lot pointed at the rear, the rear lot line shall be an imaginary line parallel to the front lot line, not less than ten feet long, lying farthest from the front lot line and wholly within the lot.

On Thu, May 19, 2022 at 9:56 AM Eric Feldt <feldte@portagemi.gov> wrote:

Thank you, Steve. I will forward your email to the Planning Commission for their consideration of the proposed rezone.

Eric Feldt, AICP, CFM
City Planner | Project Manager
Department of Community Development
City of Portage, MI
Ph: (269) 329-4471
Email: feldte@portagemi.gov

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, May 19, 2022 9:50 AM
To: Eric Feldt <feldte@portagemi.gov>
Subject: 7425 Oakland / Woodway Condo Rezoning Comments

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER
Do not click on links or open attachments unless this is from a sender you know and trust.

Hi Eric,
Below please find the statement that my wife and I prepared for today's rezoning meeting. Please let me know if you prefer it to be in an attached document, and I can send that over.
Regards,
Steve

My wife and I live at 7422 Starbrook St, the central property that borders the lot in question on its Eastern/rear side. We chose our house because there is a great sense of space and privacy in the backyard. We spend a lot of time in our yard, and very much appreciate our privacy. The lot in question is a good size for a nice house, but we believe it to be too small for the proposed project. That is evident by the fact they plan to put a building 20 ft from our property line, which will be clearly visible above our privacy fence, overshadowing our backyard and taking away our sense of space and privacy. As it is currently zoned, the minimum rear setback for any residential lot is 40-ft, which would be much more appropriate in this case, rather than the proposed 20-ft.

There are 5 houses in total, whose backyards butt against this lot, so I know we are not the only ones who are concerned. It is a beautiful lot, and we expect something will be built there eventually, but we really hope it will be a house with a backyard of its own, providing more space than 20-ft to our back fence.

In the *Existing Conditions* section, it is mentioned that the Southern border consists of the child care center, when in fact, there are also 2 homes whose entire rear property line borders this lot. Similarly for the Eastern border, only my home is listed, though there are 2 other homes whose entire rear property line also border this lot. The impact on the surrounding neighborhood has been under-emphasized in this section.

If the rezoning is approved and the project moves forward, my wife and I will likely begin seeking other living arrangements.

Respectfully,

Steve and Kim Walsh

CONFIDENTIALITY: Pursuant to the Electronic Communications Privacy Act of 1986, 18 U.S.C. Sec. 2510, et seq. (the "ECPA"), notice is given that the information or documents in this electronic message are legally privileged and confidential information, intended only for the use of the individual or entity to whom it is sent. If you are not the intended recipient, please be aware that any disclosure, distribution, use or copying of the contents of this message is prohibited. If you have received this message in error, notify the sender immediately by return mail or contact helpdesk@portagemi.gov and delete this message and any attachments from your system. Thank you.

From: [Tamara Stephens](#)
To: [Tamara Stephens](#)
Subject: RE: Rezoning app for 77425 Oakland Drive
Date: Thursday, June 2, 2022 12:17:07 PM

From: Patti Chen <CHENP@bronsonhg.org>
Sent: Thursday, June 2, 2022 11:10 AM
To: Eric Feldt <feldte@portagemi.gov>
Cc: Patti Chen <5schensters@gmail.com>
Subject: Rezoning app for 77425 Oakland Drive

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

I live at 7324 Oakland Drive, directly across from the Oakland Drive Church driveway. Here are my experiences with the traffic on Oakland, for the last 13 years:

Northbound, **cars routinely go into the turn lane instead of slowing down** when the car ahead of them is attempting to turn Right into any driveway. I've been nearly hit 2x this year;

Cars ignore the pedestrian crosswalk; it's very unsafe for kids to cross to the Oakland Drive Park unless they have supervision and/or a brightly colored clothing or bike flag to make them more visible to the drivers;

I can never turn Left out of my driveway to go North bound, without **waiting for the synchronization between Romence and Center St traffic lights;** and even then, I have to pull into the turn lane and wait for someone to let me into the lane or wait till the line of speeding traffic passes;

The traffic that comes and goes from St. Michael's Lutheran preschool and after school activities is growing each year; check the records, there have been a few **fender benders in that vicinity between St. Mike's and Romence rd intersection;**

School buses routinely honk the horn for drivers who ignore the red blinking bus lights. You can call PPS Bus Depot and they'll verify this!

The intersection of Oakland and Schuring is particularly unsafe – daily there are cars gunning to make a turn between the small and few gaps in the traffic; this is another reason why the pedestrian crossing there is unsafe.

There's more and more bike traffic every year, which is a beautiful attraction to living in Portage; let's not forget about our local special needs adults/kids who go traverse Oakland to get to Shannandale pool, or shops on Center Street, or Oakland park to shoot hoops/playground/soccer/baseball; I drive cautiously 100% of the time I enter/exit our driveway,

because bikes appear out of now where, either from the sidewalk or the bike lane; increasing the already speeding traffic on the route puts them each at greater danger.

I strongly urge the City of Portage to not rezone the lot.

Patti Chen
7324 Oakland Drive
269-491-5040

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF
PORTAGE, MICHIGAN BY AMENDING ARTICLE 4 OF CHAPTER 42,
LAND DEVELOPMENT REGULATIONS OF THE CODIFIED ORDINANCES
OF PORTAGE, MICHIGAN**

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address

Parcel ID Numbers

7425 Oakland Drive

00017-025-C

From R-1B, one family residential to PD, planned development.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Patricia M. Randall, Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2022.

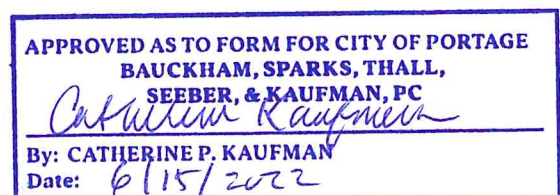
Erica Eklov, City Clerk

Approved as to Form:

Date: _____

By: _____

City Attorney



**ADOPTION OF ZONING ORDINANCE
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Article 4 (Zoning) of Chapter 42 of the Codified Ordinances of Portage, Michigan, was adopted by the City Council at a regular meeting held on the _____ day of _____, 2022, and will become effective _____, 2022.

NOTICE IS FURTHER GIVEN that Article 4 (Zoning) of Chapter 42, Land Development Regulations, of the Codified Ordinance of Portage, Michigan, has been amended as follows:

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address

Parcel ID Numbers

7425 Oakland Drive

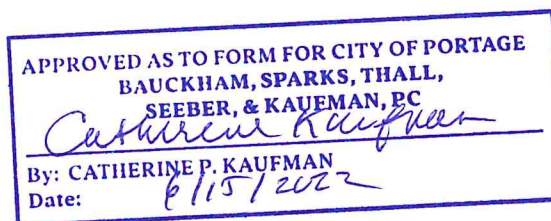
00017-025-C

From R-1B, one family residential to PD, planned development.

PLEASE TAKE NOTICE that a copy of the Ordinance as amended may be purchased or inspected at City Hall on any business day except public and legal holidays from and after publication of this Notice from 8:00 a.m. to 5:00 p.m. local time. Further, a copy of a map showing the property rezoned is also available at the time and days noted above.

Dated: _____

Erica Eklov, City Clerk



**FIRST READING
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Article 4 (Zoning) of Chapter 42 of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2022, and that the Council will hold a public hearing on the proposed amendment at the Portage City Hall in said City on _____, 2022, at 7:00 p.m. or as soon thereafter as may be heard.

NOTICE IS FURTHER GIVEN that the proposed amendment to Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan reads as follows:

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address

Parcel ID Numbers

7425 Oakland Drive

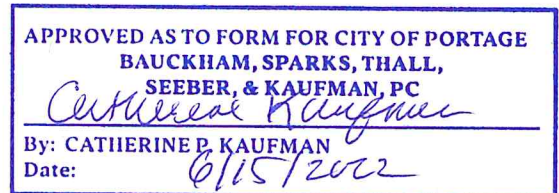
00017-025-C

From R-1B, one family residential to PD, planned development or any other classification permitted by law.

PLEASE TAKE FURTHER NOTICE that if the owners of at least twenty percent (20%) of the area of land included in the proposed zoning change, or if the owners of at least twenty percent (20%) of the area of land included within an area extending outward one hundred feet (100') from any point on the boundary of the land included in the proposed change, excluding public right-of-way or other publicly owned land, file a written protest petition against the proposed amendment presented to the City Council before final legislative action on the amendment, a two-thirds vote of the City Council will be required to pass the amendment.

Dated: _____

Erica Eklov, City Clerk



TO: Honorable Mayor and City Council

FROM: City of Portage Planning Commission

DATE: June 16, 2022

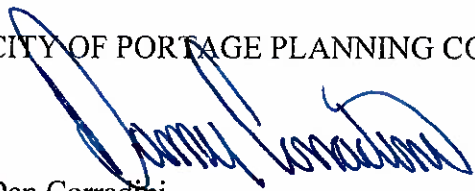
SUBJECT: Rezoning Application # 21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive.

At the June 2, 2022 meeting, the Planning Commission reviewed and discussed Rezoning Application # 21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive. During the meeting, four members of the public provided testimony and expressed opposition to the project. City traffic engineer, Muhammad Arif presented the traffic analysis and answered the questions from the Commission and public. The applicant representative, Aswar Madi from J&A Architecture Engineering, was present to support the application and explain the project details. No additional citizens provided testimony during the public hearing to comment on the proposed development.

The Planning Commission voted unanimously (7-0) to recommend to City Council that Rezoning Application # 21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive, be approved.

Sincerely,

CITY OF PORTAGE PLANNING COMMISSION



Dan Corradini
Chairman

Attachments: June 2, 2022 Planning Commission meeting minutes.

CITY OF PORTAGE PLANNING COMMISSION

Thursday, June 2, 2022

7:00 PM Portage

City Hall Council Chambers

The City of Portage Planning Commission meeting of June 2, 2022, was called to order by Vice Chair Joshi at 7:00 p.m.

IN ATTENDANCE

Eric Feldt, City Planner
Biqi Zhao, Deputy Director of Planning and Zoning
Muhammad Arif, Traffic Engineer
Catherine Kaufman, City Attorney

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (excused); Vice Chair Joshi (yes); Fries (yes); Pezzoli (yes); Baldwin (yes); Adams (excused); Combs (yes); Youngs (yes); and Freiman (yes).

Commissioner Baldwin motioned to excuse Chair Corradini and Commissioner Adams. Commissioner Fries supported the motion. Motion carried 7 to 0.

APPROVAL OF MINUTES:

Motion by Commissioner Baldwin, seconded by Commissioner Pezzoli to approve the Planning Commission Meeting Minutes of May 19, 2022. Motion carried 7 to 0.

Public Hearings:

A Special Land Use Permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. Mr. Feldt summarized the request for a special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. He described site conditions, details of the proposal, and site plan, and concluded with staff recommended approval with a condition of a screening buffer of coniferous trees in the rear of the building between the proposed use and the residential zoning on the north. Existing trees on the site are deciduous and do not provide year-round screening.

Applicant, Ken Fisher, President of Board of Directors for the Kalamazoo Animal Rescue, 573 66th Street South Haven, Michigan stated that Kalamazoo Animal Rescue started 30 years ago, started as fostering, and has become a more developed organization providing additional services. Commissioner Fries asked if the South Haven location will be closed and relocated to Portage. Applicant clarified his home address is in South Haven, the office for the organization is located in Kalamazoo, and the office will move to Portage. Commissioner Fries asked if the spade/neuter animals are marked such as clipped ears. Applicant stated the animals are tattooed. Vice Chair Joshi asked about the Department of Natural Resources oversight for the applicant's shelter permit. Applicant stated there are yearly building inspections, required floor drains, and a checklist for review.

Vice Chair Joshi opened the public hearing. There being no public comment, Commissioner Pezzoli motioned to close the public hearing. Commissioner Baldwin seconded the motion. Motion carried 7 to 0. Commissioner Pezzoli motioned to approve the special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive with the additional

screening condition. Commissioner Freiman requested an amendment to remove the condition of additional screening in the rear of the building. Vice Chair Joshi asked if removing the condition is allowed given the screening requirement required by the ordinance. Mr. Feldt stated that there is some existing screening, and the planning commission may consider factors in deciding whether the screening requirements required by the ordinance be removed. Mr. Feldt conducted a roll call vote for approval of the amended motion: Pezzoli (yes), Baldwin (yes), Youngs (yes), Freiman (yes), Combs (yes), Joshi (yes). Vice Chair Joshi asked if the amended motion would include removing landscape screening from the front. Attorney Kaufman clarified that the screening in the front on the site plan will remain but the additional screening in the rear will be removed based on the amended motion. Baldwin motioned to approve the amended motion to approve the special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. Commissioner Youngs seconded the motion. Upon a voice vote, motion carried 7 to 0.

A Tentative Plan and Rezoning Application (#21/22-2) from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. This case was continued from May 19, 2022, Planning Commission meeting. Mr. Feldt noted additional were materials provided to the Commission since last meeting, including a staff memo detailing the density of other condominium developments along Oakland Drive, a traffic data summary from the Transportation Department, and additional public comments. Mr. Arif, Traffic Engineer for the City of Portage, presented the traffic summary data and concluded the project will generate an insignificant amount of traffic for Oakland Drive. Commissioner Baldwin asked if there was a possibility of adding a traffic light at Schuring Road and Oakland Drive. Mr. Arif responded that traffic volume and traffic delay data would not warrant a traffic signal following the established guideline. Vice Chair Joshi asked if increase in traffic that would warrant a concern for pedestrians and bicyclists. Mr. Arif stated there is no concern based on traffic habits.

Vice Chair Joshi opened the public hearing. Josh Elwits, 7418 Oakland Drive, stated that it is difficult to turn a vehicle out onto Oakland and that he has witnessed two accidents on the road. Azar Gill, 1960 Schuring Road, stated concern about privacy and safety. Specifically, he expressed concern about the proximity of the project to his property. Caroline Kleinschmidt, 7296 Oakland, reiterated some traffic concerns and concerns about the removal of a natural area. Dan Mauwry, 1940 Schuring Road, stated concerns about negative impacts to the environment, sound, and traffic. Applicant representative, Aswar Madi from J&A Architecture Engineering, stated that the data show there will not be adverse effects on traffic. He further noted that the landscape plan will preserve the natural environment and landscaping will be utilized to increase privacy.

There being no further public comment or questions, Commissioner Baldwin motioned to close the public hearing. Commissioner Pezzoli seconded the motion. Motion carried 7 to 0. Commissioner Fries stated his appreciation for Mr. Arif's work, noted that everyone wants to preserve green space, and commented the project will add needed housing units to the city. Commissioner Fries motioned to approve the tentative plan and rezoning application from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. Commissioner Youngs seconded the motion. Upon a voice vote, motion carried 7 to 0.

NEW BUSINESS

None.

OLD BUSINESS

None.

STATEMENT OF CITIZENS

None.

STATEMENT OF COMMISSIONERS

Commissioner Youngs welcomed the new Commissioner Combs.

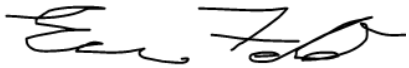
STATEMENT OF STAFF

None.

ADJOURNMENT:

There being no further business to come before the Commission, Vice Chair Joshi adjourned the meeting at 8:00 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Feldt". The signature is fluid and cursive, with the first name "Eric" and last name "Feldt" clearly distinguishable.

Eric Feldt, AICP, CFM
City Planner/Project Manager

Minutes of Boards & Commissions

CITY OF PORTAGE ZONING BOARD OF APPEALS

Minutes of Meeting – May 9, 2022

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

MEMBERS PRESENT: Lynn Haddow, Linda Finch, Tracy Ezell, Jay Eichstaedt, Linda Fry, Ken Seybold

MEMBERS EXCUSED: Lena Jomaa, Winifred Kurtz, Michael Reedy

IN ATTENDANCE: Jeff Mais, Zoning & Codes Administrator; Jacob Eccleston, Assistant City Attorney; Biqi Zhao, Deputy Director of Planning and Zoning.

APPROVAL OF THE MINUTES:

A motion was made by Fry, and seconded by Finch to approve the April 11 minutes as submitted. Upon voice vote, motion passed 6-0.

NEW BUSINESS:

ZBA #21-14; 5121 South Westnedge Avenue: No one was present on behalf of the applicant.

A public hearing was opened. A letter of opposition from the owner of 5126 Allardowne Street was read.

A motion was made by Eichstaedt, and seconded by Finch to postpone the item to the June 13, 2022 meeting. Upon voice vote, the motion passed 6-0.

ZBA #21-15; 8519 Lovers Lane: Mais summarized the request for a variance to construct a 10-foot by 16-foot accessory building where no additional accessory building is permitted. Michael Freuhoff was present to answer questions. Finch inquired if the applicant had considered adding a door to the other side of the existing tandem garage to make it easier to remove items. The applicant said he had not but regardless needed the additional storage space. Finch inquired if the applicant had considered constructing a smaller shed, such as a ten by twelve? The applicant stated he did not want to request smaller than he needed and later on have to go back to the Board for another variance. Seybold inquired if the proposed shed met setback and lot cover requirements. Mais responded yes. Eichstaedt noted there were a number of similar sized sheds nearby.

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

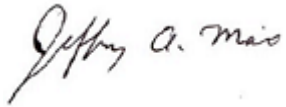
A motion was made by Finch, and seconded by Haddow to grant a variance to construct a 10-foot by 16-foot accessory building where no additional building is permitted for the following reasons: there are exceptional circumstances applying to the property that do not generally apply to other properties in the same zoning district, which include the substandard dwelling size. The variance is necessary for the preservation and enjoyment of a substantial property right, the right to have adequate storage area, which is similar to that possessed by other properties in the same zoning district and in the vicinity; the immediate practical difficulty causing the need for the variance was not created by the applicant; and the variance will not materially impair the intent and purpose of the zoning ordinance. Upon roll call vote: Haddow-Yes, Finch-Yes, Ezell-Yes, Eichstaedt-Yes, Fry-Yes, Seybold-Yes.

OTHER BUSINESS: None.

STATEMENT OF CITIZENS: None.

ADJOURNMENT: The meeting was adjourned at 7:50pm

Respectfully submitted,

A handwritten signature in cursive script that reads "Jeff Mais".

Jeff Mais
Zoning & Codes Administrator

T:\COMMDEV\2021 2022 Department Files\Board Files\ZBA\Minutes\2022 05 09 ZBA Minutes.docx

CITY OF PORTAGE PLANNING COMMISSION

Thursday, June 2, 2022

7:00 PM Portage

City Hall Council Chambers

The City of Portage Planning Commission meeting of June 2, 2022, was called to order by Vice Chair Joshi at 7:00 p.m.

IN ATTENDANCE

Eric Feldt, City Planner
Biqi Zhao, Deputy Director of Planning and Zoning
Muhammad Arif, Traffic Engineer
Catherine Kaufman, City Attorney

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (excused); Vice Chair Joshi (yes); Fries (yes); Pezzoli (yes); Baldwin (yes); Adams (excused); Combs (yes); Youngs (yes); and Freiman (yes).

Commissioner Baldwin motioned to excuse Chair Corradini and Commissioner Adams. Commissioner Fries supported the motion. Motion carried 7 to 0.

APPROVAL OF MINUTES:

Motion by Commissioner Baldwin, seconded by Commissioner Pezzoli to approve the Planning Commission Meeting Minutes of May 19, 2022. Motion carried 7 to 0.

Public Hearings:

A Special Land Use Permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. Mr. Feldt summarized the request for a special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. He described site conditions, details of the proposal, and site plan, and concluded with staff recommended approval with a condition of a screening buffer of coniferous trees in the rear of the building between the proposed use and the residential zoning on the north. Existing trees on the site are deciduous and do not provide year-round screening.

Applicant, Ken Fisher, President of Board of Directors for the Kalamazoo Animal Rescue, 573 66th Street South Haven, Michigan stated that Kalamazoo Animal Rescue started 30 years ago, started as fostering, and has become a more developed organization providing additional services. Commissioner Fries asked if the South Haven location will be closed and relocated to Portage. Applicant clarified his home address is in South Haven, the office for the organization is located in Kalamazoo, and the office will move to Portage. Commissioner Fries asked if the spade/neuter animals are marked such as clipped ears. Applicant stated the animals are tattooed. Vice Chair Joshi asked about the Department of Natural Resources oversight for the applicant's shelter permit. Applicant stated there are yearly building inspections, required floor drains, and a checklist for review.

Vice Chair Joshi opened the public hearing. There being no public comment, Commissioner Pezzoli motioned to close the public hearing. Commissioner Baldwin seconded the motion. Motion carried 7 to 0. Commissioner Pezzoli motioned to approve the special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive with the additional

screening condition. Commissioner Freiman requested an amendment to remove the condition of additional screening in the rear of the building. Vice Chair Joshi asked if removing the condition is allowed given the screening requirement required by the ordinance. Mr. Feldt stated that there is some existing screening, and the planning commission may consider factors in deciding whether the screening requirements required by the ordinance be removed. Mr. Feldt conducted a roll call vote for approval of the amended motion: Pezzoli (yes), Baldwin (yes), Youngs (yes), Freiman (yes), Combs (yes), Joshi (yes). Vice Chair Joshi asked if the amended motion would include removing landscape screening from the front. Attorney Kaufman clarified that the screening in the front on the site plan will remain but the additional screening in the rear will be removed based on the amended motion. Baldwin motioned to approve the amended motion to approve the special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. Commissioner Youngs seconded the motion. Upon a voice vote, motion carried 7 to 0.

A Tentative Plan and Rezoning Application (#21/22-2) from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. This case was continued from May 19, 2022, Planning Commission meeting. Mr. Feldt noted additional were materials provided to the Commission since last meeting, including a staff memo detailing the density of other condominium developments along Oakland Drive, a traffic data summary from the Transportation Department, and additional public comments. Mr. Arif, Traffic Engineer for the City of Portage, presented the traffic summary data and concluded the project will generate an insignificant amount of traffic for Oakland Drive. Commissioner Baldwin asked if there was a possibility of adding a traffic light at Schuring Road and Oakland Drive. Mr. Arif responded that traffic volume and traffic delay data would not warrant a traffic signal following the established guideline. Vice Chair Joshi asked if increase in traffic that would warrant a concern for pedestrians and bicyclists. Mr. Arif stated there is no concern based on traffic habits.

Vice Chair Joshi opened the public hearing. Josh Elwits, 7418 Oakland Drive, stated that it is difficult to turn a vehicle out onto Oakland and that he has witnessed two accidents on the road. Azar Gill, 1960 Schuring Road, stated concern about privacy and safety. Specifically, he expressed concern about the proximity of the project to his property. Caroline Kleinschmidt, 7296 Oakland, reiterated some traffic concerns and concerns about the removal of a natural area. Dan Mauwry, 1940 Schuring Road, stated concerns about negative impacts to the environment, sound, and traffic. Applicant representative, Aswar Madi from J&A Architecture Engineering, stated that the data show there will not be adverse effects on traffic. He further noted that the landscape plan will preserve the natural environment and landscaping will be utilized to increase privacy.

There being no further public comment or questions, Commissioner Baldwin motioned to close the public hearing. Commissioner Pezzoli seconded the motion. Motion carried 7 to 0. Commissioner Fries stated his appreciation for Mr. Arif's work, noted that everyone wants to preserve green space, and commented the project will add needed housing units to the city. Commissioner Fries motioned to approve the tentative plan and rezoning application from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. Commissioner Youngs seconded the motion. Upon a voice vote, motion carried 7 to 0.

NEW BUSINESS

None.

OLD BUSINESS

None.

STATEMENT OF CITIZENS

None.

STATEMENT OF COMMISSIONERS

Commissioner Youngs welcomed the new Commissioner Combs.

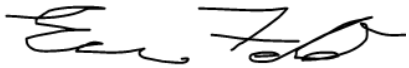
STATEMENT OF STAFF

None.

ADJOURNMENT:

There being no further business to come before the Commission, Vice Chair Joshi adjourned the meeting at 8:00 p.m.

Respectfully submitted,

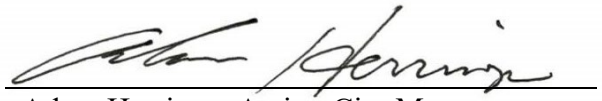
A handwritten signature in black ink, appearing to read "Eric Feldt". The signature is stylized with a large "E" and "F".

Eric Feldt, AICP, CFM
City Planner/Project Manager

MATERIALS TRANSMITTED

Tuesday, June 14, 2022

1. Communication from the Acting City Manager regarding sales agreements for 5916 Oakland Drive and 7905 Oakland Drive – Information Only.
2. Communication from the Acting City Manager regarding the Bi-Monthly Financial Report – Information Only.



Adam Herring, Acting City Manager

cc Michael Carroll, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Sales Agreements for 5916 Oakland Drive and 7905 Oakland Drive

Attached are two sales agreements for the city properties at 5916 Oakland Drive and 7905 Oakland Drive, both approved as to form by the City Attorney. These have each been added as an attachment to their relevant agenda items.

Attachment

PURCHASE AGREEMENT

This Agreement is entered into between KALAMAZOO NEIGHBORHOOD HOUSING SERVICES, whose address is 1219 Park Street, Kalamazoo Michigan 49001 ("Purchaser"), and the CITY OF PORTAGE, a Michigan municipal corporation, whose address is 7900 S Westnedge Ave. PORTAGE, MI 49002 ("Seller"), and

Recitals:

- A. The City of Portage owns real estate located at 5916 Oakland Drive Portage, MI 49024 Parcel No 02080-002-O ("Property"), which parcel is legally described as DEVISSER PLAT, LOT 2, .46 AC – FUTURE STREET EXPANSION or more commonly known as 5916 Oakland Dr. City of Portage, Kalamazoo County, State of Michigan.
- B. Seller desires to sell to Purchaser and Purchaser desires to acquire from Seller, the real estate, together with all easements, rights, appurtenances and hereditaments thereunto belonging (the "Property");
- C. The property is a vacant, unimproved, conforming buildable lot. Seller desires to see a new home constructed on the Property and has searched for a suitable community partner to achieve this goal.
- D. The Purchaser is a nonprofit with home ownership programs for individuals and family needing help building and purchasing affordable housing. The Purchaser has indicated this lot is suitable for their program and would construct a single-family dwelling on the site.
- E. Seller believes that Purchaser's acquisition and redevelopment of the Property will benefit the neighborhood, and thus serve the vital and best interests of the City and the health, safety and welfare of its residents.
- F. Purchaser and Seller desire to enter into this Redevelopment and Purchase Agreement (the "Agreement") for the mutual benefit of both parties, subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

- 1. RECITALS. The above recitals are acknowledged as true and correct and are incorporated by reference into this Paragraph.
- 2. DESCRIPTION OF THE PROPERTY. The Property is vacant and presently unimproved parcel of land located at 5916 Oakland Drive in the City of Portage and County of Kalamazoo, State of Michigan, and is more fully described as follows:

DEVISSER PLAT, LOT 2, .46 AC- FUTURE STREET EXPANSION or more commonly known as 5916 Oakland Dr. Portage, MI 49024

- 3. PURCHASE PRICE. Purchaser agrees to purchase the Property from the Seller for the sum of five hundred dollars (\$500.00) (the "Purchase Price"), and other good and valuable consideration as set forth in this Agreement. The City agrees to convey good and marketable title to the Property by covenant deed (subject only to the exceptions that are permitted by this Agreement) to Purchaser simultaneously upon receipt of the Purchase Price, subject to the following terms and conditions of this Agreement

4. TITLE INSURANCE. At the sole option and expense of Purchaser it may obtain a commitment to issue an owner's title insurance policy insuring Purchaser ("Title Commitment"). The Title Commitment must be acceptable to Purchaser in the reasonable exercise of Purchaser's sole discretion. Seller shall provide any surveys, affidavits and certificates required by the title insurance company if Purchaser elects to have the title policy without exceptions or with additional endorsements. Purchaser is responsible for paying the premium for the title policy and any added premium charged for a policy without exceptions and any such additional endorsements.

If Purchaser has obtained a Title Commitment, it shall notify Seller within twenty (20) days after Purchaser's receipt of the Title Commitment whether there are any unacceptable issues ("Defects") regarding title for which Seller is responsible. Seller shall remove each Defect for which it is responsible at its expense on or before the closing date. If Seller fails or refuses to remove any Defect, then Purchaser may: (i) proceed to closing, waiving the Defect at issue; or (ii) terminate this Agreement by a written notice to Seller, in which case the Deposit shall be promptly returned to Purchaser, and neither Seller nor Purchaser shall have any further liability to the other under this Agreement.

Seller agrees not to take any action between the time of execution of this Agreement and the closing that will cause any lien or encumbrance to the Property.

5. INSPECTION. Purchaser and its agents, consultants, and designees ("Purchaser's Agents") may from time to time inspect the Property prior to the closing and may enter the Property to perform the inspections referenced in this Agreement. Promptly upon Seller's acceptance of this Offer, Seller shall provide to Purchaser, or make available for review by Purchaser and/or Purchaser's agents, copies of any prior environment assessments, title commitments or surveys for the Property.

6. SELLER'S REPRESENTATIONS AND WARRANTIES. To the best of its knowledge, the Seller represents and warrants to Purchaser, which representations and warranties shall be true to the closing date, as follows:

A. There are no claims, legal proceedings or investigations by governmental entities relating to the Property, other than any lien against the Property for the costs incurred by Seller in acquiring or improving the Property, which will be waived at closing.

B. The Property is free and clear of all violations of applicable laws, ordinances, orders, codes, rules, regulations, building and use restrictions, and other legal requirements.

C. There are no agreements, contracts, or leases, written or oral, which affect the Property in any manner other than this Agreement;

D. There is no pending or proposed special assessment affecting or which may affect the whole or any part of the Property; and

E. Seller makes no representation as to whether the Portage City Council will approve this Agreement or if any approval or permit will be granted by the City or any other governmental agency. A denial (or approval with conditions) of any required or necessary approval, permit or license shall not constitute a breach of this Agreement by the Seller or give rise to any independent action against Seller by Purchaser.

7. CONTINGENCIES. The obligation of Purchaser to close the purchase of the Property is contingent upon:

- A. Purchaser's reasonable satisfaction with the results of its inspections, environment assessments/reports or other due diligent activities regarding the Property;
- B. All representations and warranties of the Seller set forth in this Agreement being true as of the closing date;
- C. Seller having timely performed its obligations by the date of closing.

If any contingency is not satisfied by the date of closing, including any extension permitted under Paragraph 11, then Purchaser may terminate this Agreement by written notice to Seller.

8. PURCHASER COMMITMENT. As further consideration for this Agreement, Purchaser will obtain a Building Permit and commence with construction of a single-family dwelling in compliance with applicable City zoning requirements on the Property within one year of the closing.

9. ENVIRONMENTAL ASSESSMENT. Within 30 days from the effective date of this Agreement, Purchaser shall, at its own expense and for its own benefit, conduct all appropriate inquiry within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, (Act 451). If such inquiry identifies the Property as a facility, Purchaser shall complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan Department of Environmental Quality ("MDEQ") as provided under Act 451 (collectively, Due Diligence Activities). Purchase shall also maintain on file a Due Care Plan.

After completion of the Due Diligence Activities, Purchaser shall have 5 days to give written notice to Seller of its election to terminate the Agreement. If written notice is not timely given to Seller Purchaser is considered to have accepted the Property in its "AS IS" condition. The closing shall then occur within the next 30 days (or within 60 days of the effective date of this Agreement), provided however, that all other contingencies under this Agreement have been met or completed. If the Purchaser notifies the Seller of its intent to terminate this Agreement in accordance with this Paragraph 9, neither party shall have any further rights or obligations under this Agreement.

10. SELLER COMMITMENTS. The Seller agrees to complete the following:

- A. Provide copies of all available environmental reports in its possession for the Property. If there are any facts or conditions contained in the reports which are unacceptable to Purchaser, Purchaser shall have the right to terminate this Agreement by giving written notice to the Seller as provided in Paragraph 9.
- B. No official, board member, officer or employee of the Seller or the Seller is personally liable to Purchaser or its successor in interest upon a breach or default by the Seller for any amount payable to Purchaser or its successor or any obligation under this Agreement.

11. CLOSING. The closing shall occur on a date mutually agreed upon by the parties, but in no event later than 60 days from the effective date of this Agreement. Regardless of the preceding, Purchaser shall have the right to extend the closing date for up to an additional 30 days to complete necessary Due Diligence Activities or to attempt to satisfy contingencies.

12. CLOSING COST and PRO-RATIONS.

- A. At Closing, Seller shall pay the following: (i) all transfer and/or conveyance taxes assessed in connection with the Closing; (ii) all costs related to Seller's professionals and

consultants; and (iii) one half of the Title Company's closing fee in connection with this transaction.

B. At Closing, Purchaser shall pay the following: (i) all recording costs for recordation of the Deed; (ii) all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Agreement and Purchaser's professionals and consultants; (iii) the cost of any endorsements issued with the Title Policy; and (iv) one half of the Title Company's closing fee, the premium for the owner's Title Policy (including removal of standard exceptions) and the Title Company's search and examination fees.

13. POSSESSION. Purchaser shall be entitled to sole and exclusive possession upon payment of the purchase price and receipt of the covenant deed to the Property.

14. TAXES. The Property is currently exempt from the payment of taxes. Beginning with December 31 of the year in which Purchaser acquired the Property, Purchaser shall be responsible for the taxes, if any, levied against the Property and the personal property located within the Property.

15. ENVIRONMENTAL CONCERNS. Purchaser, having the opportunity to conduct Due Diligence Activities regarding the Property, accepts the Property in "AS IS" condition. Seller makes no representations regarding environmental hazards or liabilities on or relating to the Property. Seller is under no obligation to perform any cleanup or other remedial action.

16. SURVEY. Purchaser, at its option and expense, may obtain an ALTA survey of the Property ("Survey"). If there are any facts or conditions related to the Survey that adversely impact the Project, Purchaser shall provide notice to Seller within 10 days after receipt of the survey, identifying in detail any unacceptable facts or conditions that Purchaser requests the Seller to cure. If the Seller is unable or unwilling to cure these facts or conditions within 30 days after receipt of the notice from Purchaser, Purchaser shall have the option to either (i) waive such defects and proceed to closing; or (ii) terminate this Agreement.

18. TIME IS OF THE ESSENCE. The parties agree that in all matters relating to this Agreement, time is of the essence.

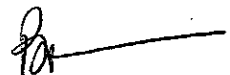
19. SELLER APPROVAL. The approval by the SELLER is required before this Agreement is effective and binding. If that approval is not made within 60 days after Purchaser has signed this Agreement, then it is considered as automatically terminated. Seller approval shall require approval of the Portage City Council.

20. MAINTENANCE AND CLOSURE. In the event that Purchaser, or any affiliate or subsidiary, shall terminate business operations on the Property, Purchaser agrees to continue to maintain the property in an attractive manner. Furthermore, Purchaser agrees to comply with applicable law with respect to environmental releases for which it is responsible.

21. NOTICES. Any notice or other communication under this Agreement by one party to the other shall be in writing, signed by an authorized representative and delivered in person or by certified mail, postage prepaid with return receipt requested to the following:

Purchaser:

Kalamazoo Neighborhood Housing Services
1219 Park Street S. Park St.
Kalamazoo, MI 49001



Seller:

City of Portage
ATTN: Director of Community Development City of Portage
7900 S Westnedge Ave
Portage, MI 49002

w/copies to the City Attorney
Catherine Kaufman
Bauckham Sparks
470 W Centre Ave, Suite A
Portage, MI 49024

Each party shall notify the other of any changes in the address for the receipt of notices.

22. REAL ESTATE BROKERS. Neither party has retained the services of a real estate broker regarding this transaction. If a broker makes a claim for remuneration in connection with the Purchase, the party against whom the claim is made is responsible for paying any commission or other compensation for which the broker is entitled to receive.

23. IMPROVEMENTS. If there are any footings and/or foundations existing on the property after closing, Seller will reimburse Purchaser for the cost of excavation of the footings and/or foundations, which cost should be exclusive of any other on site work.

24. MISCELLANEOUS.

A. This Agreement shall bind and benefit the Seller, Purchaser and their respective successors or assigns.

B. This Agreement may not be amended, altered or modified unless done in writing and signed by representatives of the parties who are so authorized.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

D. This Agreement and the exhibits to this Agreement contain all of the representations and statements by the Seller and Purchaser to one another and express the entire understanding between them with respect to the Purchase. All prior and contemporaneous communications concerning the Purchase are merged in and replaced by this Agreement.

Dated: _____, 2022

City of Portage

By: _____

Adam Herringa

Its: Acting City Manager, City of Portage

Dated: June 13, 2022

Kalamazoo Neighborhood Housing Services

By: Beth McCann
Beth McCann
Its: Acting Executive Director

Document Provided by:
Dara Smith
1219 S. Park Street
Kalamazoo, MI 49001
(269) 385-2916

APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, SPARKS, THALL,
SEEBER, & KAUFMAN, PC
Catherine D. Kaufman
By: CATHERINE D. KAUFMAN
Date: 6/10/2022

PURCHASE AGREEMENT

This Agreement is entered into between KALAMAZOO NEIGHBORHOOD HOUSING SERVICES, whose address is 1219 ~~Park Street~~, Kalamazoo Michigan 49001 ("Purchaser"), and the CITY OF PORTAGE, a Michigan municipal corporation, whose address is 7900 S Westnedge Ave. PORTAGE, MI 49002 ("Seller"), and

Recitals:

- A. The City of Portage owns real estate located at 7905 Oakland Drive Portage, MI 49024 Parcel No. 05940-004-O ("Property"), which parcel is legally described as OAKLAND CENTER ACRES LOT 4 or more commonly known as 7905 Oakland Dr. City of Portage, Kalamazoo County, State of Michigan.
- B. Seller desires to sell to Purchaser and Purchaser desires to acquire from Seller, the real estate, together with all easements, rights, appurtenances and hereditaments thereunto belonging (the "Property");
- C. The property is a vacant, unimproved, conforming buildable lot. Seller desires to see a new home constructed on the Property and has searched for a suitable community partner to achieve this goal.
- D. The Purchaser is a nonprofit with home ownership programs for individuals and family needing help building and purchasing affordable housing. The Purchaser has indicated this lot is suitable for their program and would construct a single-family dwelling on the site.
- E. Seller believes that Purchaser's acquisition and redevelopment of the Property will benefit the neighborhood, and thus serve the vital and best interests of the City and the health, safety and welfare of its residents.
- F. Purchaser and Seller desire to enter into this Redevelopment and Purchase Agreement (the "Agreement") for the mutual benefit of both parties, subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The above recitals are acknowledged as true and correct and are incorporated by reference into this Paragraph.
2. DESCRIPTION OF THE PROPERTY. The Property is vacant and presently unimproved parcel of land located at 7905 Oakland Drive in the City of Portage and County of Kalamazoo, State of Michigan, and is more fully described as follows:

OAKLAND CENTER ACRES LOT 4 or more commonly known as 7905 Oakland Dr. Portage, MI 49024

3. PURCHASE PRICE. Purchaser agrees to purchase the Property from the Seller for the sum of five hundred dollars (\$500.00) (the "Purchase Price"), and other good and valuable consideration as set forth in this Agreement. The City agrees to convey good and marketable title to the Property by covenant deed (subject only to the exceptions that are permitted by this Agreement) to Purchaser simultaneously upon receipt of the Purchase Price, subject to the following terms and conditions of this Agreement

4. TITLE INSURANCE. At the sole option and expense of Purchaser it may obtain a commitment to issue an owner's title insurance policy insuring Purchaser ("Title Commitment"). The Title Commitment must be acceptable to Purchaser in the reasonable exercise of Purchaser's sole discretion. Seller shall provide any surveys, affidavits and certificates required by the title insurance company if Purchaser elects to have the title policy without exceptions or with additional endorsements. Purchaser is responsible for paying the premium for the title policy and any added premium charged for a policy without exceptions and any such additional endorsements.

If Purchaser has obtained a Title Commitment, it shall notify Seller within twenty (20) days after Purchaser's receipt of the Title Commitment whether there are any unacceptable issues ("Defects") regarding title for which Seller is responsible. Seller shall remove each Defect for which it is responsible at its expense on or before the closing date. If Seller fails or refuses to remove any Defect, then Purchaser may: (i) proceed to closing, waiving the Defect at issue; or (ii) terminate this Agreement by a written notice to Seller, in which case the Deposit shall be promptly returned to Purchaser, and neither Seller nor Purchaser shall have any further liability to the other under this Agreement.

Seller agrees not to take any action between the time of execution of this Agreement and the closing that will cause any lien or encumbrance to the Property.

5. INSPECTION. Purchaser and its agents, consultants, and designees ("Purchaser's Agents") may from time to time inspect the Property prior to the closing and may enter the Property to perform the inspections referenced in this Agreement. Promptly upon Seller's acceptance of this Offer, Seller shall provide to Purchaser, or make available for review by Purchaser and/or Purchaser's agents, copies of any prior environment assessments, title commitments or surveys for the Property.

6. SELLER'S REPRESENTATIONS AND WARRANTIES. To the best of its knowledge, the Seller represents and warrants to Purchaser, which representations and warranties shall be true to the closing date, as follows:

A. There are no claims, legal proceedings or investigations by governmental entities relating to the Property, other than any lien against the Property for the costs incurred by Seller in acquiring or improving the Property, which will be waived at closing.

B. The Property is free and clear of all violations of applicable laws, ordinances, orders, codes, rules, regulations, building and use restrictions, and other legal requirements.

C. There are no agreements, contracts, or leases, written or oral, which affect the Property in any manner other than this Agreement;

D. There is no pending or proposed special assessment affecting or which may affect the whole or any part of the Property; and

E. Seller makes no representation as to whether the Portage City Council will approve this Agreement or if any approval or permit will be granted by the City or any other governmental agency. A denial (or approval with conditions) of any required or necessary approval, permit or license shall not constitute a breach of this Agreement by the Seller or give rise to any independent action against Seller by Purchaser.

7. CONTINGENCIES. The obligation of Purchaser to close the purchase of the Property is contingent upon:

- A. Purchaser's reasonable satisfaction with the results of its inspections, environment assessments/reports or other due diligent activities regarding the Property;
- B. All representations and warranties of the Seller set forth in this Agreement being true as of the closing date;
- C. Seller having timely performed its obligations by the date of closing.

If any contingency is not satisfied by the date of closing, including any extension permitted under Paragraph 11, then Purchaser may terminate this Agreement by written notice to Seller.

8. PURCHASER COMMITMENT. As further consideration for this Agreement, Purchaser will obtain a Building Permit and commence with construction of a single-family dwelling in compliance with applicable City zoning requirements on the Property within one year of the closing.

9. ENVIRONMENTAL ASSESSMENT. Within 30 days from the effective date of this Agreement, Purchaser shall, at its own expense and for its own benefit, conduct all appropriate inquiry within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, (Act 451). If such inquiry identifies the Property as a facility, Purchaser shall complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan Department of Environmental Quality ("MDEQ") as provided under Act 451 (collectively, Due Diligence Activities). Purchase shall also maintain on file a Due Care Plan.

After completion of the Due Diligence Activities, Purchaser shall have 5 days to give written notice to Seller of its election to terminate the Agreement. If written notice is not timely given to Seller Purchaser is considered to have accepted the Property in its "AS IS" condition. The closing shall then occur within the next 30 days (or within 60 days of the effective date of this Agreement), provided however, that all other contingencies under this Agreement have been met or completed. If the Purchaser notifies the Seller of its intent to terminate this Agreement in accordance with this Paragraph 9, neither party shall have any further rights or obligations under this Agreement.

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- A. Provide copies of all available environmental reports in its possession for the Property. If there are any facts or conditions contained in the reports which are unacceptable to Purchaser, Purchaser shall have the right to terminate this Agreement by giving written notice to the Seller as provided in Paragraph 9.
- B. No official, board member, officer or employee of the Seller or the Seller is personally liable to Purchaser or its successor in interest upon a breach or default by the Seller for any amount payable to Purchaser or its successor or any obligation under this Agreement.

11. CLOSING. The closing shall occur on a date mutually agreed upon by the parties, but in no event later than 60 days from the effective date of this Agreement. Regardless of the preceding, Purchaser shall have the right to extend the closing date for up to an additional 30 days to complete necessary Due Diligence Activities or to attempt to satisfy contingencies.

12. CLOSING COST and PRO-RATIONS.

- A. At Closing, Seller shall pay the following: (i) all transfer and/or conveyance taxes assessed in connection with the Closing; (ii) all costs related to Seller's professionals and

consultants; and (iii) one half of the Title Company's closing fee in connection with this transaction.

B. At Closing, Purchaser shall pay the following: (i) all recording costs for recordation of the Deed; (ii) all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Agreement and Purchaser's professionals and consultants; (iii) the cost of any endorsements issued with the Title Policy; and (iv) one half of the Title Company's closing fee, the premium for the owner's Title Policy (including removal of standard exceptions) and the Title Company's search and examination fees.

13. POSSESSION. Purchaser shall be entitled to sole and exclusive possession upon payment of the purchase price and receipt of the covenant deed to the Property.

14. TAXES. The Property is currently exempt from the payment of taxes. Beginning with December 31 of the year in which Purchaser acquired the Property, Purchaser shall be responsible for the taxes, if any, levied against the Property and the personal property located within the Property.

15. ENVIRONMENTAL CONCERNS. Purchaser, having the opportunity to conduct Due Diligence Activities regarding the Property, accepts the Property in "AS IS" condition. Seller makes no representations regarding environmental hazards or liabilities on or relating to the Property. Seller is under no obligation to perform any cleanup or other remedial action.

16. SURVEY. Purchaser, at its option and expense, may obtain an ALTA survey of the Property ("Survey"). If there are any facts or conditions related to the Survey that adversely impact the Project, Purchaser shall provide notice to Seller within 10 days after receipt of the survey, identifying in detail any unacceptable facts or conditions that Purchaser requests the Seller to cure. If the Seller is unable or unwilling to cure these facts or conditions within 30 days after receipt of the notice from Purchaser, Purchaser shall have the option to either (i) waive such defects and proceed to closing; or (ii) terminate this Agreement.

18. TIME IS OF THE ESSENCE. The parties agree that in all matters relating to this Agreement, time is of the essence.

19. SELLER APPROVAL. The approval by the SELLER is required before this Agreement is effective and binding. If that approval is not made within 60 days after Purchaser has signed this Agreement, then it is considered as automatically terminated. Seller approval shall require approval of the Portage City Council.

20. MAINTENANCE AND CLOSURE. In the event that Purchaser, or any affiliate or subsidiary, shall terminate business operations on the Property, Purchaser agrees to continue to maintain the property in an attractive manner. Furthermore, Purchaser agrees to comply with applicable law with respect to environmental releases for which it is responsible.

21. NOTICES. Any notice or other communication under this Agreement by one party to the other shall be in writing, signed by an authorized representative and delivered in person or by certified mail, postage prepaid with return receipt requested to the following:

Purchaser:

Kalamazoo Neighborhood Housing Services
1219 Park Street
Kalamazoo, MI 49001

Seller:

City of Portage
ATTN: Director of Community Development City of Portage
7900 S Westnedge Ave
Portage, MI 49002

w/copies to the City Attorney
Catherine Kaufman
Bauckham Sparks
470 W Centre Ave, Suite A
Portage, MI 49024

Each party shall notify the other of any changes in the address for the receipt of notices.

22. REAL ESTATE BROKERS. Neither party has retained the services of a real estate broker regarding this transaction. If a broker makes a claim for remuneration in connection with the Purchase, the party against whom the claim is made is responsible for paying any commission or other compensation for which the broker is entitled to receive.

23. IMPROVEMENTS. If there are any footings and/or foundations existing on the property after closing, Seller will reimburse Purchaser for the cost of excavation of the footings and/or foundations, which cost should be exclusive of any other on site work.

24. MISCELLANEOUS.

A. This Agreement shall bind and benefit the Seller, Purchaser and their respective successors or assigns.

B. This Agreement may not be amended, altered or modified unless done in writing and signed by representatives of the parties who are so authorized.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

D. This Agreement and the exhibits to this Agreement contain all of the representations and statements by the Seller and Purchaser to one another and express the entire understanding between them with respect to the Purchase. All prior and contemporaneous communications concerning the Purchase are merged in and replaced by this Agreement.

Dated: _____, 2022

City of Portage

By: _____

Adam Herringa

Its: Acting City Manager, City of Portage

Dated: _____, 2022

Kalamazoo Neighborhood Housing Services

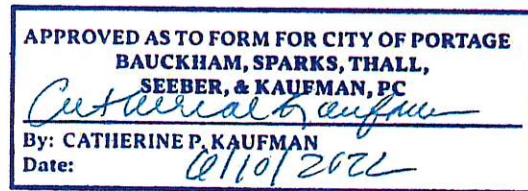
By: _____

Beth McCann

Its: Acting Executive Director

Document Provided by:

Dara Smith
1219 S. Park Street
Kalamazoo, MI 49001
(269) 385-2916



TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Monthly Financial Report

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

Prudent practices require that the governing body be periodically apprised of the ongoing financial status of city operations. Attached is a report of revenue and expenditure levels as compared to budget through the two most recently completed months.

Attachments: April 30th, 2022 Financial Report
May 31st, 2022 Financial Report

05/31/2022

BUDGET REPORT FOR CITY OF PORTAGE

Calculations as of 04/30/2022

Calculations as of 04/30/2022		2021-22	2021-22	2021-22	83%
Fund	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY	Percent of Amended Collected/Used
REVENUES					
0000		26,292,710	26,292,710	24,924,320	95%
1720 - City Manager		500	500	500	100%
2053 - Finance Treasury		1,500	1,500	414	28%
2110 - Technology Services		4,750	4,750	3,700	78%
2133 - Public Information		218,000	218,000	220,300	101%
2415 - City Clerk		166,050	166,050	406,006	245%
2491 - City Clerk Elections		0	0	34,618	0%
2865 - Parks Maintenance		1,000	1,000	45	5%
2876 - Cemeteries		58,500	58,500	54,317	93%
2877 - Parks & Rec - Parks		50,300	50,300	58,530	116%
2881 - Parks & Rec - Farmers Market		11,000	11,000	4,660	42%
2882 - Parks & Rec - Team Sports		105,280	105,280	30,765	29%
2885 - Parks & Rec - Programs		10,400	10,400	12,954	125%
2886 - Parks & Rec - Ramona Park		69,200	69,200	46,184	67%
2887 - Parks & Rec - Special Events		15,000	15,000	24,153	161%
2888 - Parks & Rec - Millennium Park		47,800	47,800	0	0%
3005 - Police Administration		109,950	109,950	146,933	134%
3010 - Police Patrol		1,500	1,500	3,950	263%
3021 - Police Training-Grant Funded		8,000	8,000	3,957	49%
3030 - Police Public Safety Dispatch/ts		12,000	12,000	20,448	170%
3050 - Police Drug Law Enforcement		100	100	320	320%
3065 - Police Facility Management		70,000	70,000	52,500	75%
3310 - Fire Admin		110	110	0	0%
3340 - Fire Prevention		950	950	410	43%
3710 - Comm Dev Building Services		750,000	750,000	800,863	107%
3720 - Comm Dev Planning & Development		50,050	50,050	56,712	113%
3730 - Comm Dev Neighborhood Services		209,000	209,000	165,692	79%
6720 - Senior Center		275,207	280,007	157,942	56%
6721 - Senior Center Trips		200,000	200,000	130,433	65%
6722 - Senior Center Activities		20,000	20,000	11,000	55%
Total Revenues- General Fund		28,758,857	28,763,657	27,372,627	95%

05/31/2022

BUDGET REPORT FOR CITY OF PORTAGE

Calculations as of 04/30/2022

Calculations as of 04/30/2022		2021-22	2021-22	2021-22	83%
Fund	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY	Percent of Amended Collected/Used
EXPENDITURES					
1720 - City Manager		902,011	902,011	656,530	73%
2001 - Finance Accounting		313,466	313,466	232,256	74%
2002 - Finance & Budget		409,182	409,182	265,035	65%
2053 - Finance Treasury		176,897	176,897	144,185	82%
2110 - Technology Services		946,701	946,701	673,614	71%
2133 - Public Information		433,537	433,537	319,368	74%
2209 - Assessor		473,740	473,740	306,880	65%
2247 - Assessor Board Of Review		36,144	36,144	18,014	50%
2310 - Attorney		251,000	251,000	188,334	75%
2415 - City Clerk		169,161	169,161	122,043	72%
2416 - City Clerk Records Management		71,032	71,032	49,509	70%
2491 - City Clerk Elections		255,710	255,710	194,676	76%
2610 - Human Resources		700,204	700,204	485,852	69%
2733 - Purchasing		82,740	82,740	58,068	70%
2734 - Purchasing Risk Management		24,685	24,685	13,635	55%
2865 - Parks Maintenance		1,403,011	1,402,657	974,350	69%
2876 - Cemeteries		72,073	72,073	51,839	72%
2877 - Parks & Rec - Parks		700,618	700,618	537,859	77%
2878 - Parks & Rec - Kalamazoo In Bloom		17,000	17,000	17000	100%
2880 - Parks & Rec - Rec Admin		221,286	224,686	163,616	73%
2881 - Parks & Rec - Farmers Market		21,360	21,360	15,626	73%
2882 - Parks & Rec - Team Sports		63,500	63,500	26,885	42%
2885 - Parks & Rec - Programs		42,650	42,650	16,945	40%
2886 - Parks & Rec - Ramona Park		194,472	194,472	68,003	35%
2887 - Parks & Rec - Special Events		149,574	149,574	81,910	55%
2888 - Parks & Rec - Millennium Park		86,275	86,275	19,936	23%
3005 - Police Administration		1,192,373	1,218,046	607,478	50%
3006 - Police Youth Services		510,066	510,066	377,770	74%
3007 - Police Investigation		710,665	710,665	614,020	86%
3010 - Police Patrol		5,948,325	5,950,235	4,597,726	77%
3020 - Police Training		296,634	327,174	164,685	50%
3021 - Police Training-Grant Funded		9,000	9,000	9,000	100%

05/31/2022

BUDGET REPORT FOR CITY OF PORTAGE

Calculations as of 04/30/2022

		2021-22	2021-22	2021-22	83%
		ORIGINAL	AMENDED	ACTIVITY	Percent of
Fund	DESCRIPTION	BUDGET	BUDGET		Collected/Used
3030 - Police Public Safety Dispatch/ts		60,619	60,619	26,186	43%
3031 - Police Emergency Sirens		38,676	38,676	0	0%
3040 - Police Records & PST		719,449	719,449	508,904	71%
3050 - Police Drug Law Enforcement		341,537	341,537	273,078	80%
3065 - Police Facility Management		415,420	415,420	162,010	39%
3310 - Fire Admin		1,049,432	861,885	529,284	61%
3311 - Fire - Aerial Truck Replacement		0	212,547	212,547	100%
3320 - Fire Operations		3,860,709	3,886,382	2,973,351	77%
3330 - Fire On Call Firefighters		106,037	106,037	61,283	58%
3331 - Fire Emergency Operations		4,950	4,950	1,600	32%
3340 - Fire Prevention		139,711	139,711	103,880	74%
3350 - Fire Training		263,966	265,021	162,403	61%
3365 - Fire Facility Management		143,700	203,815	114,093	56%
3710 - Comm Dev Building Services		629,391	629,391	493,422	78%
3720 - Comm Dev Planning & Development		527,618	542,778	286,432	53%
3730 - Comm Dev Neighborhood Services		450,274	452,274	343,727	76%
3765 - Comm Dev Building Maintenance		232,761	233,509	192,185	82%
4210 - City-wide Services		696,100	696,100	711,111	102%
6050 - Contagious Diseases		0	0	18,236	0%
6720 - Senior Center		536,568	541,368	335,438	62%
6721 - Senior Center Trips		225,143	225,143	151,021	67%
9610 - Transfers Out		1,159,354	1,727,111	767,700	44%
TOTAL EXPENDITURES - GENERAL FUND		28,486,507	29,249,982	20,500,536	70%
202	Major Street Fund- Revenues	5,413,589	5,413,589	4,301,959	79%
	Major Street Fund- Expenditures	5,413,589	5,416,427	3,892,557	72%
203	Local Street Fund- Revenues	1,945,952	1,945,952	1,278,344	66%
	Local Street Fund- Expenditures	1,945,952	1,945,952	1,180,495	61%
204	Municipal Street Fund- Revenues	1,421,060	1,421,060	1,426,227	100%
	Municipal Street Fund- Expenditures	1,421,060	1,421,060	1,421,060	100%
223	Curbside Recycling- Revenues	773,352	773,352	774,582	100%
	Curbside Recycling- Expenditures	772,732	772,732	554,645	72%

05/31/2022

BUDGET REPORT FOR CITY OF PORTAGE

Calculations as of 04/30/2022

Fund	DESCRIPTION	83%		2021-22 ACTIVITY	Percent of Amended Collected/Used
		2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET		
226	Leaf Pickup/Spring Cleanup- Revenues	879,375	879,375	868,648	99%
	Leaf Pickup/Spring Cleanup- Expenditures	878,236	910,236	624,423	69%
230	CDBG Program Income Fund- Revenues	175,000	175,000	120,053	69%
	CDBG Program Income Fund- Expenditures	175,000	175,000	96,477	55%
252	West Lake Weed Mgmt- Revenues	36,025	36,025	177	0%
	West Lake Weed Mgmt- Expenditures	32,500	34,125	13,871	41%
296	Community Development Block Grant- Rev	218,239	218,239	199,854	92%
	Community Development Block Grant- Exp	218,239	234,593	218,846	93%
298	Cable Television Fund- Revenues	749,400	749,400	541,619	72%
	Cable Television Fund- Expenditures	749,400	749,400	478,259	64%
400	Capital Improvement General- Revenues*	12,434,700	12,477,487	10,808,469	87%
	Capital Improvement General- Expenditures*	12,434,700	37,947,839	15,306,467	40%
490	Capital Improvement Sewer- Revenues*	1,200,000	5,205,000	2,480,727	48%
	Capital Improvement Sewer- Expenditures*	1,200,000	3,871,702	56,627	1%
491	Capital Improvement Water- Revenues*	5,065,000	11,501,974	9,235,821	80%
	Capital Improvement Water- Expenditures*	5,065,000	11,626,452	266,691	2%
590	Sewer Fund- Revenue	9,430,042	9,430,042	9,152,536	97%
	Sewer Fund- Expenditures	9,415,762	9,451,212	7,349,220	78%
591	Water Fund- Revenues	6,835,288	6,835,288	6,985,548	102%
	Water Fund- Expenditures	6,678,416	6,865,446	5,623,449	82%
TOTAL REVENUES - ALL FUNDS**		75,335,879	85,825,440	75,547,192	
TOTAL EXPENDITURE - ALL FUNDS**		74,887,093	110,672,158	57,583,622	

* The Capital Improvement Program uses project-length budgets, original is current fiscal year, amended budgets of prior year projects continued.

**Debt Service and Internal Service Funds

06/08/2022

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 05/31/2022

Calculations as of 05/31/2022		2021-22	2021-22	2021-22	92%
Fund	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY	Percent of Amended Collected/Used
REVENUES					
0000		26,292,710	26,307,210	26,751,932	102%
1720 - City Manager		500	500	500	100%
2053 - Finance Treasury		1,500	1,500	445	30%
2110 - Technology Services		4,750	4,750	4,822	102%
2133 - Public Information		218,000	218,000	220,300	101%
2415 - City Clerk		166,050	166,050	406,090	245%
2491 - City Clerk Elections		0	0	34,618	0%
2865 - Parks Maintenance		1,000	1,000	45	5%
2876 - Cemeteries		58,500	58,500	61,212	105%
2877 - Parks & Rec - Parks		50,300	52,300	58,530	112%
2878 - Parks & Rec - Kalamazoo In Bloom		0	0	0	0%
2881 - Parks & Rec - Farmers Market		11,000	11,000	4,335	39%
2882 - Parks & Rec - Team Sports		105,280	105,280	30,765	29%
2885 - Parks & Rec - Programs		10,400	10,400	12,954	125%
2886 - Parks & Rec - Ramona Park		69,200	69,200	46,184	67%
2887 - Parks & Rec - Special Events		15,000	15,000	24,153	161%
2888 - Parks & Rec - Millennium Park		47,800	47,800	0	0%
3005 - Police Administration		109,950	109,950	206,510	188%
3010 - Police Patrol		1,500	1,500	4,010	267%
3021 - Police Training-Grant Funded		8,000	8,000	7,190	90%
3030 - Police Public Safety Dispatch/ts		12,000	12,000	20,448	170%
3050 - Police Drug Law Enforcement		100	100	320	320%
3065 - Police Facility Management		70,000	70,000	52,500	75%
3310 - Fire Admin		110	110	0	0%
3340 - Fire Prevention		950	950	485	51%
3710 - Comm Dev Building Services		750,000	750,000	853,963	114%
3720 - Comm Dev Planning & Development		50,050	50,050	62,605	125%
3730 - Comm Dev Neighborhood Services		209,000	209,000	243,266	116%
6720 - Senior Center		275,207	290,007	217,652	75%
6721 - Senior Center Trips		200,000	200,000	130,433	65%
6722 - Senior Center Activities		20,000	20,000	11,000	55%
Total Revenues- General Fund		28,758,857	28,790,157	29,467,268	102%

06/08/2022

BUDGET REPORT FOR CITY OF PORTAGE

Calculations as of 05/31/2022

Calculations as of 05/31/2022		2021-22	2021-22	2021-22	92%
Fund	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY	Percent of Amended Collected/Used
EXPENDITURES					
1001 - City Council		93,600	93,600	64,965	69%
1085 - City Council-Human Services		178,750	185,250	116,427	63%
1720 - City Manager		902,011	902,011	707,639	78%
2001 - Finance Accounting		313,466	313,466	251,036	80%
2002 - Finance & Budget		409,182	409,182	282,231	69%
2053 - Finance Treasury		176,897	176,897	154,299	87%
2110 - Technology Services		946,701	946,701	734,554	78%
2133 - Public Information		433,537	433,537	336,584	78%
2209 - Assessor		473,740	473,740	382,807	81%
2247 - Assessor Board Of Review		36,144	36,144	18,014	50%
2310 - Attorney		251,000	251,000	207,144	83%
2415 - City Clerk		169,161	169,161	131,723	78%
2416 - City Clerk Records Management		71,032	71,032	52,813	74%
2491 - City Clerk Elections		255,710	255,710	220,790	86%
2610 - Human Resources		700,204	700,204	515,134	74%
2733 - Purchasing		82,740	82,740	62,724	76%
2734 - Purchasing Risk Management		24,685	24,685	14,673	59%
2865 - Parks Maintenance		1,403,011	1,402,657	1,074,446	77%
2876 - Cemeteries		72,073	72,073	56,788	79%
2877 - Parks & Rec - Parks		700,618	716,862	586,473	82%
2878 - Parks & Rec - Kalamazoo In Bloom		17,000	17,000	17000	100%
2880 - Parks & Rec - Rec Admin		221,286	224,686	175,062	78%
2881 - Parks & Rec - Farmers Market		21,360	22,912	17,381	76%
2882 - Parks & Rec - Team Sports		63,500	63,500	29,085	46%
2885 - Parks & Rec - Programs		42,650	41,354	17,344	42%
2886 - Parks & Rec - Ramona Park		194,472	194,472	71,879	37%
2887 - Parks & Rec - Special Events		149,574	149,574	86,047	58%
2888 - Parks & Rec - Millennium Park		86,275	86,275	21,209	25%
3005 - Police Administration		1,192,373	1,218,046	646,976	53%
3006 - Police Youth Services		510,066	510,066	412,394	81%
3007 - Police Investigation		710,665	710,665	648,429	91%
3010 - Police Patrol		5,948,325	5,950,235	4,940,885	83%

06/08/2022

BUDGET REPORT FOR CITY OF PORTAGE

Calculations as of 05/31/2022

Fund	DESCRIPTION	2021-22	2021-22	2021-22	92%
		ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY	Percent of Amended Collected/Used
3020 - Police Training		296,634	327,174	173,290	53%
3021 - Police Training-Grant Funded		9,000	9,000	9,000	100%
3030 - Police Public Safety Dispatch/ts		60,619	60,619	27,933	46%
3031 - Police Emergency Sirens		38,676	38,676	0	0%
3040 - Police Records & PST		719,449	719,449	544,940	76%
3050 - Police Drug Law Enforcement		341,537	341,537	286,643	84%
3065 - Police Facility Management		415,420	415,420	171,640	41%
3310 - Fire Admin		1,049,432	861,885	571,916	66%
3311 - Fire - Aerial Truck Replacement		0	212,547	212,547	100%
3320 - Fire Operations		3,860,709	3,886,382	3,201,612	82%
3330 - Fire On Call Firefighters		106,037	106,037	65,008	61%
3331 - Fire Emergency Operations		4,950	4,950	1,600	32%
3340 - Fire Prevention		139,711	139,711	117,717	84%
3350 - Fire Training		263,966	265,021	174,747	66%
3365 - Fire Facility Management		143,700	203,815	116,208	57%
3710 - Comm Dev Building Services		629,391	629,391	533,929	85%
3720 - Comm Dev Planning & Development		527,618	542,778	304,866	56%
3730 - Comm Dev Neighborhood Services		450,274	452,274	361,626	80%
3765 - Comm Dev Building Maintenance		232,761	233,509	202,696	87%
4210 - City-wide Services		696,100	696,100	759,119	109%
6050 - Contagious Diseases		0	0	18,513	0%
6720 - Senior Center		536,568	551,368	374,420	68%
6721 - Senior Center Trips		225,143	225,143	153,317	68%
9610 - Transfers Out		1,159,354	1,727,111	767,700	44%
TOTAL EXPENDITURES - GENERAL FUND		28,758,857	29,555,332	22,205,940	75%
202	Major Street Fund- Revenues	5,413,589	5,413,589	3,139,559	58%
	Major Street Fund- Expenditures	5,413,589	5,416,427	3,605,074	67%
203	Local Street Fund- Revenues	1,945,952	1,945,952	990,512	51%
	Local Street Fund- Expenditures	1,945,952	1,945,952	1,007,297	52%
204	Municipal Street Fund- Revenues	1,421,060	1,421,060	1,416,535	100%
	Municipal Street Fund- Expenditures	1,421,060	1,421,060	1,421,060	100%

06/08/2022

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 05/31/2022

Fund	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY	92% Percent of Amended Collected/Used
223	Curbside Recycling- Revenues	773,352	773,352	768,397	99%
	Curbside Recycling- Expenditures	772,732	772,732	434,724	56%
226	Leaf Pickup/Spring Cleanup- Revenues	879,375	879,375	863,215	98%
	Leaf Pickup/Spring Cleanup- Expenditures	878,236	910,236	517,938	57%
230	CDBG Program Income Fund- Revenues	175,000	175,000	120,053	69%
	CDBG Program Income Fund- Expenditures	175,000	175,000	75,557	43%
252	West Lake Weed Mgmt- Revenues	36,025	36,025	177	0%
	West Lake Weed Mgmt- Expenditures	32,500	34,125	13,871	41%
296	Community Development Block Grant- Rev	218,239	218,239	102,792	47%
	Community Development Block Grant- Exp	218,239	234,593	187,700	80%
298	Cable Television Fund- Revenues	749,400	749,400	366,748	49%
	Cable Television Fund- Expenditures	749,400	749,400	431,447	58%
400	Capital Improvement General- Revenues*	12,434,700	12,477,487	9,976,941	80%
	Capital Improvement General- Expenditures*	12,434,700	37,947,485	13,129,142	35%
490	Capital Improvement Sewer- Revenues*	1,200,000	5,205,000	2,480,727	48%
	Capital Improvement Sewer- Expenditures*	1,200,000	3,871,702	47,135	1%
491	Capital Improvement Water- Revenues*	5,065,000	11,501,974	9,426,736	82%
	Capital Improvement Water- Expenditures*	5,065,000	11,626,452	435,508	4%
590	Sewer Fund- Revenue	9,430,042	9,430,042	7,691,925	82%
	Sewer Fund- Expenditures	9,415,762	9,451,212	6,126,998	65%
591	Water Fund- Revenues	6,835,288	6,835,288	6,008,276	88%
	Water Fund- Expenditures	6,678,416	6,865,446	5,243,800	76%
TOTAL REVENUES - ALL FUNDS**		75,335,879	85,851,940	72,819,859	
TOTAL EXPENDITURE - ALL FUNDS**		75,159,443	110,977,154	54,883,192	

* The Capital Improvement Program uses project-length budgets, original is current fiscal year, amended budgets of prior year projects continued.

**Debt Service and Internal Service Funds