

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Swearing in of Patrick McGinnis as City Manager.

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of June 28, 2022
2. Approve the Accounts Payable Register of July 12, 2022 as presented.
3. Issue final approval and acceptance of the detailed engineering plans (Final Preliminary Condominium) for Phase 3 of the Pennridge Trail Planned Development, 1800 West Osterhout Avenue, pursuant to the issuance of EGLE permits.
4. Accept the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 9, Kotobuki Seating, 5200 S. Sprinkle Road, and set a Public Hearing for July 26, 2022; and subsequent to the July 26, 2022 public hearing, consider approving the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 9, Kotobuki Seating, 5200 S. Sprinkle Road.
5. Award a contract to perform design and construction engineering services for the Ramona Park Plat Sanitary Sewer & Water Project to Eng., Incorporated in the amount not to exceed \$165,662.50 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
6. Minutes of Boards & Commissions.
7. Materials Transmitted of June 28, 2022
8. Calendar of Meetings:
 - Senior Citizens Advisory Board, July 20, 2022 at 2:30 p.m. at the Zhang Community Senior Center.
 - Planning Commission, July 21, 2022 at 7:00 p.m. in Council Chambers.
 - *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:

D. Public Hearings:

E. Regular Business Agenda:

F. Unfinished Business:

1. Adopt a resolution to sell city property at 7905 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services.
2. Adopt a resolution to sell city property at 5916 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services.

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 28, 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, 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 the upcoming Independence Day celebrations and the qualities of liberty and freedom in the community. Following the moment of silence, the City Council recited the Pledge of Allegiance.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Urban removed Items A.8 (Liquor Resolution) and A.10 (Woodway Condominiums). Motion by Pearson, seconded by Urban, to adopt the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

Approval of Minutes: Motion by Pearson, seconded by Urban, to approve the City Council Meeting Minutes of the Regular Meeting of June 14, 2022. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Pearson, seconded by Urban, to approve the Accounts Payable Register of June 28, 2022, as presented. Upon a roll call vote, motion carried 7 to 0.

Purchase of Combination Jet/Vac Truck - Sole Source Purchase: Motion by Pearson, seconded by Urban, to 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. Upon a roll call vote, motion carried 7 to 0.

Financial Auditing Services: Motion by Pearson, seconded by Urban, to 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. Upon a roll call vote, motion carried 7 to 0.

Consolidated Drain Rehabilitation: Motion by Pearson, seconded by Urban, to 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. Upon a roll call vote, motion carried 7 to 0.

Portage Police Officers Association Collective Bargaining Agreement - July 1, 2022, to June 30, 2025: Motion by Pearson, seconded by Urban, to 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. Upon a roll call vote, motion carried 7 to 0.

Budget Amendment for Property Purchases: Motion by Pearson, seconded by Urban, to 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. Upon a roll call vote, motion carried 7 to 0.

Alternate Meeting Dates for July and December Board of Review Meetings: Motion by Pearson, seconded by Urban, to adopt a resolution allowing for the setting of alternative meeting dates for the July and December Board of Review meetings. Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards & Commissions: Motion by Pearson, seconded by Urban, to receive the minutes of the Zoning Board of Appeals from May 9, 2022, and Planning Commission from June 2, 2022. Upon a roll call vote, motion carried 7 to 0.

Materials Transmitted: Motion by Pearson, seconded by Urban, to receive the Materials Transmitted of June 14, 2022. Upon a roll call vote, motion carried 7 to 0.

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

PETITIONS AND STATEMENTS OF CITIZENS: Alan Loveridge (23965 88th Avenue, Marcellus) provided a prepared statement regarding the removal of coins from circulation.

COMMUNICATIONS: Park Board Chair Tara Gish provided an update regarding the Parks Board's 2022-2023 Fiscal Year goals and objectives. Councilmember Knapp asked for an additional explanation for the Parks Art Subcommittee. Mayor Randall inquired about the community feedback received by the Parks Board as part of their Picnic in the Park events. Councilmember Urban requested a copy of the Parks Board's annual goals and objectives report to be provided at a later date for further review. Motion by Brayton, seconded by Urban, to receive the Annual Park Board Update. Upon a voice vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

New Class C Liquor License Application: At the invitation of Mayor Randall, Councilmember Urban explained that he had removed the item from the Consent Agenda due to questions and concerns he had regarding the application. Councilmember Urban stated Mr. Greg Bennett's proposal was too vague in his opinion and cited the prior city practice with new quota liquor licenses. Mr. Bennett stated his desire to build a bar, similar to the Buffalo Wild Wings model, at the end of the Crossroads Mall food court in the previous location of the Carousel, but admitted he rushed his application when he noticed the new licenses listed online. Councilmember Urban commended Mr. Bennett for his pursuit while expressing concern for the applicant's desired location at the distressed mall location and its lack of security.

Mayor Randall asked staff whether there had been other interested applicants. Staff responded that there were none for the quota licenses, only an inquiry for a Downtown Development Authority license. Councilmember Ledbetter asked Mr. Bennett whether he could utilize the former Olga's restaurant location in the mall. Mr. Bennett responded that the space was too small for his planned operation.

Mayor Pro Tem Pearson also expressed concern about Mr. Bennett's proposal in light of the desired mall location and the poor track record of the new mall property owner. He asked Acting City Manager Herringa regarding the cost of selling a liquor license and potential next steps should the Council desire to reject Mr. Bennett's proposal. Acting City Manager Herringa responded that liquor licenses can cost from \$50,000 to \$70,000, if available, and stated the quota licenses will remain available at the State level until the Council awards them. Councilmember Burns asked the City

Administration to work on creating guidance for applicants regarding the type of proposal the city desires going forward. Mayor Randall thanked the applicant for his proposal and asked him to return should his plans become more formal, but stated she couldn't support his proposal at that time.

Motion by Urban, seconded by Pearson, to reject 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. Upon a roll call vote, motion carried 7 to 0.

Rezoning Application #21/22-2 and Tentative Plan, from R-1B to Planned Development for Woodway Condominiums, 7425 Oakland Drive: Councilmember Urban began by stating he had removed the item from the Consent Agenda due to concerns he had with the proposal about the setback and prior history with the unique shape of the lot. He also referenced the surrounding residential zoning and concerns with the proposed Tentative Plan in relation. Councilmember Urban stated he supported the proposed re-zoning for the site but would not support the proposed development of the site due to the density.

Acting City Manager Herringa stated that the current proposal was recommended by the City Administration and Planning Commission as a collaborative project between the city and the developer, creating workforce-type housing. Community Development Director Kelly Peterson provided additional details regarding the city staff's efforts to collaborate with the developer regarding his proposal. Debate regarding the specifications of the proposed site and plan followed. Councilmember Knapp commended the discussion but noted it would best wait for the public hearing in light of the Action Recommended that was the first step in the rezoning process. Mayor Randall expressed support for the proposal and the tax base increase that would result from developing the long-standing vacant lot.

Motion by Knapp, seconded by Brayton, to 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. Upon a roll call vote, motion carried 6 to 1, with Councilmember Urban voting no.

COUNCIL COMMITTEE REPORTS: Councilmember Knapp provided an update regarding the Portage Community Center Board, relaying that such recent fundraising activities as the e-mail campaign and golf outing were successes. She also noted the return of the Peacock Strut event in September. Councilmember Knapp closed her update with information regarding the full re-opening of the food pantry and increased demand in the prior two months.

Councilmember Brayton provided an update on the Discover Kalamazoo Advisory Board. She stated that the group recently held a roundtable discussion with area communities and organizations to receive input on why the Kalamazoo-Portage area was preferred. Councilmember Brayton stated the feedback would be used by Discover Kalamazoo in its branding campaigns.

Motion by Burns, seconded by Urban, to receive the Council Committee Reports as presented. Upon a voice vote, motion carried 7 to 0.

STATEMENTS OF CITIZENS: None.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Urban had no comment.

Councilmember Ledbetter related the recent celebrations regarding the Juneteenth holiday and the new City of Portage Martin Luther King, Jr. (MLK) Park. He stated his appreciation for the park and the opportunity to share his point of view at the dedication ceremony.

Councilmember Knapp noted it was the last City Council meeting for Acting City Manager

Herringa and thanked him for his efforts over the last few months. She then wished everyone a Happy Fourth of July and issued a reminder about the fireworks ordinance.

Councilmember Brayton echoed Councilmember Ledbetter's statements regarding Juneteenth and the new MLK Park. She also thanked Acting City Manager Herringa for his leadership and his welcome to her as a new Councilmember. Councilmember Brayton closed by wishing everyone a Happy Fourth of July.

Councilmember Burns shared a recent experience with the Family Health Center's free "Dental Day of Caring," recommending the service for those that might need it and commended the valuable community resource. He then acknowledged the upcoming August 2nd State Primary Election that includes both partisan and judicial candidates. Councilmember Burns closed with a recognition of the upcoming Independence Day holiday.

Acting City Manager Herringa thanked the City Council for their support in his position as Acting City Manager. He stated he looks forward to continued progress with the new City Administration.

Mayor Pro Tem Pearson also thanked Acting City Manager Herringa, noting his efforts made the new City Manager search process easier. Mayor Pro Tem Pearson closed with a reminder that the new City Manager starts July 12.

Mayor Randall stated the new MLK Park was long-overdue and was proud of the dedication ceremony and Juneteenth observances. She then relayed a recent trip to Grand Haven with County Housing Director Mary Balkema to meet with Pat McGinnis for a review of affordable housing. Mayor Randall then noted Mr. McGinnis will start as the new Portage City Manager on July 12 with an open house scheduled for July 28. She thanked Acting City Manager Herringa for his leadership while the City Council searched for the next City Manager. Mayor Randall closed by wishing everyone a Happy July Fourth holiday.

ADJOURNMENT: Mayor Randall adjourned the meeting at 08:29 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 July 12, 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 and electronic payments. The attached Accounts Payable Register covers the period June 19, 2022 through July 2, 2022 and notes \$806,855.23 in automated clearing house payments, \$1,311,177.96 in paper checks, \$100.85 in auto-pay payments and \$3,998,049.97 in electronic payments for a grand total of \$6,116,184.01.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of July 12, 2022

ACCOUNTS PAYABLE REGISTER
Check Dates From: 6/19/22 to 7/02/2022

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Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
06/24/2022	17337(A)	A I S CONSTRUCTION EQUIP. CO.	SWEEPER SERVICE CALL	939.00
06/24/2022	17338(A)	A NEW LEAF	CITY HALL PLANT CARE	98.50
06/24/2022	17339(A)	AIRGAS USA LLC	WELDING SUPPLIES	75.17
06/24/2022	17340(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	3,912.30
06/24/2022	17341(A)	ALL-TRONICS, INC.	QUARTERLY EQUIPMENT MAINTENANCE	156.00
06/24/2022	17342(A)	AMAZON.COM SALES, INC.	KIT CABINETS/SUPS-SC; SUMMER EVENT SUPS-PARKS	2,464.94
06/24/2022	17343(A)	AMERICAN HYDROGEOLOGY CORP.	S WESTNEDGE PARK - PFAS	2,537.65
06/24/2022	17344(A)	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES/SVC CALLS	551.98
06/24/2022	17345(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,355.00
06/24/2022	17346(A)	ARMOLD, NICHOLAS	MACP SUMMER CONFERENCE-PER DIEM	239.50
06/24/2022	17347(A)	AUMACK, MICHAEL	2022 SUMMER UMPIRE PAYROLL	200.00
06/24/2022	17348(A)	AUNALYTICS INC	PENALTY CHARGE FOR EARLY TERMINATION	357.00
06/24/2022	17349(A)	B L HARROUN & SON INC.	FIRE FACILITY MAINT	240.00
06/24/2022	17350(A)	BARKER, DAVID	MACP SUMMER CONFERENCE-PER DIEM	121.50
06/24/2022	17351(A)	BATTERIES PLUS	MISC BATTERIES	127.92
06/24/2022	17352(A)	BEEBE, RONALD E.	2022 SUMMER UMPIRE PAYROLL	375.00
06/24/2022	17353(A)	BEST WAY DISPOSAL, INC.	CONTAMINATED SOIL DISPOSAL	1,003.23
06/24/2022	17354(A)	BLUE CARE NETWORK-GREAT LAKES	BCNA INSURANCE JULY 2022	159,388.76
06/24/2022	17355(A)	BURLESON, KEVIN	ALICE INSTRUCTOR CERTIFICATION-PER DIEM	112.00
06/24/2022	17356(A)	CARDINAL BUS, INC.	TRIP VENDOR PAYMENT 220616 JIM CROW	5,688.00
06/24/2022	17357(A)	CARLETON EQUIPMENT CO.	REPAIR AND MAINTENANCE SUP	105.00
06/24/2022	17358(A)	CHARTER COMMUNICATIONS	CABLE TV	875.62
06/24/2022	17359(A)	CIVICPLUS	ONLINE CODE HOSTINGS	950.00
06/24/2022	17360(A)	CLEAN EARTH ENVIRONMENTAL SERV	VIDEO STORM SEWER PIPE ASSESSING	1,050.00
06/24/2022	17361(A)	COLLIER, MICHAEL	MACP SUMMER CONFERENCE-PER DIEM	239.50
06/24/2022	17362(A)	CONSOLIDATED ELECTRICAL DIST INC	MISC SUPPLIES	27.20
06/24/2022	17363(A)	D & D PRINTING CO.	2022 RAMONA PERMITS	2,925.94
06/24/2022	17364(A)	DEER CONTRACTING & LANDSCAPE	RETENTION BASIN MAINT, CURB REPAIRS	7,185.00
06/24/2022	17365(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	449.54
06/24/2022	17366(A)	DIESEL INJECTION SERVICE, LLC	DIESEL INJECTION PUMP TESTING	125.00
06/24/2022	17367(A)	EARLE, SHELIA L	FITNESS INSTRUCTION	710.00
06/24/2022	17368(A)	EDWARDS, HENRY	2022 SUMMER UMPIRE PAYROLL	225.00

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Check Date	Check	Vendor Name	Description	Amount
06/24/2022	17369(A)	ENGINEERED PROTECTION SYSTEMS, INC.	CITYWIDE EPS SECURITY QTLY MAINT CHARGE	18,360.46
06/24/2022	17370(A)	ESPER ELECTRIC, LTD	ELECTRICAL WORK-FARMERS MKT	1,260.00
06/24/2022	17371(A)	EXTREME POWER EQUIPMENT, INC.	SMALL EQUIP REPAIR/MAINT	1,067.01
06/24/2022	17372(A)	FIRSTWATCH SOLUTIONS, INC.	FIRE SOFTWARE	5,578.93
06/24/2022	17373(A)	FOREMOST SALES COMPANY LLC	PARK FACILITY CLEANING SERVICES	3,860.00
06/24/2022	17374(A)	FORSHEE, MARK	2022 SUMMER UMPIRE PAYROLL	100.00
06/24/2022	17375(A)	GORDON WATER SYSTEMS	WATER SERVICES	299.86
06/24/2022	17376(A)	GRAINGER INC	FLEET REPAIRS/MAINTENANCE	53.56
06/24/2022	17377(A)	GRAND ELK RAILROAD	2021 RR SIGNAL MAINTENANCE	18,720.00
06/24/2022	17378(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SVCS	243.00
06/24/2022	17379(A)	HARMON, JAMIE	REIMB TR EXP-APWA GREAT LAKES EXPO CONF	539.85
06/24/2022	17380(A)	HOTRUM, ROBERT	2022 SUMMER UMPIRE PAYROLL	275.00
06/24/2022	17381(A)	HURLEY & STEWART, LLC	ENG SVCS-VALLEYWOOD DRAIN IMPRV PROJ	12,007.50
06/24/2022	17382(A)	INCREDIBLE KETTLE	SNAP REIMBURSEMENT	58.00
06/24/2022	17383(A)	INDUSCO SUPPLY CO., INC.	GREEN KLEAN PACER BAGS	857.53
06/24/2022	17384(A)	INSIGHT PUBLIC SECTOR, INC.	MICROSOFT CLOUD SOLUTION	5,965.95
06/24/2022	17385(A)	IRISH AYRES ENTERPRISES, LLC	LANDSCAPING SERVICES	19,951.12
06/24/2022	17386(A)	J & J LAWN SERVICE, INC.	UTILITY MOWING AND TRIMMING	14,146.02
06/24/2022	17387(A)	J + H OIL CO.	BULK NO-LEAD GASOLINE	58,563.64
06/24/2022	17388(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS-BANDSHELL CONCERT	510.00
06/24/2022	17389(A)	KITE, HENRY	ALICE INSTRUCTOR CERTIFICATION-PER DIEM	112.00
06/24/2022	17390(A)	LENDING HANDS OF MICHIGAN, INC.	MEDICAL EQUIP FOR PERSONS W/DISABILITIES	2,500.00
06/24/2022	17391(A)	LIFEGUARD STORE	RAMONA STAFF APPAREL	1,094.50
06/24/2022	17392(A)	LRE	ENG SVC-HAMPTON CREEK BOG, STAKING	3,078.61
06/24/2022	17393(A)	MAPLE HILL SPRINKLING, INC.	BOULEVARD IRRIGATION START UP	2,810.00
06/24/2022	17394(A)	MATERIALS RESOURCES	LATEX GLOVES AND PPE SUPPLIES	427.56
06/24/2022	17395(A)	MCCULLIN, LARRY W.	2022 SUMMER UMPIRE PAYROLL	100.00
06/24/2022	17396(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	150.05
06/24/2022	17397(A)	MEJEUR ELECTRIC LLC	ELECTRICAL REPAIRS	518.00
06/24/2022	17398(A)	MICHIGAN OFFICE ENVIRONMENTS	POLICE DEPT OFFICE REMODEL	3,303.21
06/24/2022	17399(A)	MICHIGAN PAVING & MATERIALS CO.	WESTFIELD & RAMONA PK-COURT IMPROVEMENTS	62,856.22
06/24/2022	17400(A)	MIDWEST ENERGY & COMMUNICATIONS	STREETLIGHT ENERGY COSTS	309.78
06/24/2022	17401(A)	MULDERS LANDSCAPE SUPPLIES INC	RESTORATIONS FOR SPRING PROGRAMS	510.00

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Check Date	Check	Vendor Name	Description	Amount
06/24/2022	17402(A)	NASON, RICHARD	FIRE OPERATING SUPPLIES	9.36
06/24/2022	17403(A)	NYE UNIFORMS	FIRE ADMIN UNIFORMS	146.85
06/24/2022	17404(A)	OFF THE CUFF CATERING	CATERING FOR SR CENTER OPEN HOUSE	452.50
06/24/2022	17405(A)	ONE WAY PRODUCTS	MISC CLEANING SUPPLIES	197.49
06/24/2022	17406(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SVCS	2,479.33
06/24/2022	17407(A)	PARIS CLEANERS	LAUNDRY CONTRACT	59.70
06/24/2022	17408(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINT SVCS, CRITICAL SPARE PARTS	6,605.33
06/24/2022	17409(A)	PHILLIPS, KIMBERLY	REIMBURSE FOR EXPENSES-SR CENTER	203.93
06/24/2022	17410(A)	PLM LAKE & LAND MANAGEMENT	AQUATIC WEED MANAGEMENT	2,562.46
06/24/2022	17411(A)	PRECISION PRINTER SERVICES INC	PRINTER SERVICES	952.44
06/24/2022	17412(A)	PREMIER TRUCK SALES & RENTAL, INC.	EQUIP RENTAL FOR SPRING PROGRAMS	8,800.00
06/24/2022	17413(A)	PRINTING SERVICES INC	PRINTING SERVICES	256.40
06/24/2022	17414(A)	REPUBLIC SERVICES OF WEST MICHIGAN	SPRING CLEAN-UP DISP, WASTE SERVICES	11,692.18
06/24/2022	17415(A)	RHODES, KEVIN	2022 SUMMER UMPIRE PAYROLL	350.00
06/24/2022	17416(A)	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE SUPPLIES	114.39
06/24/2022	17417(A)	ROBERT LAMSON, LLC	PRE-EMPLOYMENT TESTING	4,140.00
06/24/2022	17418(A)	ROE-COMM, INC.	MISC RADIO SERVICES	297.23
06/24/2022	17419(A)	S B F ENTERPRISES, INC.	PRINT/PROCESS QTLY WATER BILLS, EMS FIELD NOTES	955.49
06/24/2022	17420(A)	SAFETY SERVICES, INC.	RAINCOATS, SAFETY SUPPLIES	697.95
06/24/2022	17421(A)	SARKOZY BAKERY LLC	SNAP REIMBURSEMENT	114.00
06/24/2022	17422(A)	SEVERANCE ELECTRIC COMPANY, INC	TRAFFIC SIGNAL REPAIRS/MAINT	19,456.39
06/24/2022	17423(A)	SMITH DAWSON & ANDREWS, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
06/24/2022	17424(A)	SUEZ WATER ENVIRONMENTAL SERVICES	UTILITY OPERATION SYSTEM	185,237.60
06/24/2022	17425(A)	TMK WORLWIDE, LLC	METER SERVICE	273.00
06/24/2022	17426(A)	TYLER TECHNOLOGIES, INC.	CITIZEN REPORTING SOFTWARE & ANNUAL MAINT	2,858.10
06/24/2022	17427(A)	UNITED PETROLEUM	SERVICE CALL	173.00
06/24/2022	17428(A)	VANDERVEEN, LAUREN	TRAVEL EXPENSES REIMBURSEMENT-PER DIEM	1,170.50
06/24/2022	17429(A)	VEOLIA WATER CONTRACT OPERATIONS	WATER METERS & SYS CHEMICALS	20,071.29
06/24/2022	17430(A)	VIRIDIS DESIGN GROUP	DR MARTIN LUTHER KING JR PARK A&E	2,000.00
06/24/2022	17431(A)	WARNER NORCROSS & JUDD LLP	LEGAL & RETAINER FEES	4,485.00
06/24/2022	17432(A)	WEST MICHIGAN STAMP & SEAL, INC	NAME PLATES & SIGNS	128.00
06/24/2022	17433(A)	WIGHTMAN	ENGINEERING SERVICES - ROMENCE ROAD	4,501.92
06/24/2022	17434(A)	WOLFE, MATTHEW	MACP SUMMER CONFERENCE-PER DIEM	239.50

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Check Date	Check	Vendor Name	Description	Amount
06/24/2022	17435(A)	WOLVERINE POWER SYSTEMS	ANNUAL GENERATOR MAINTENANCE	327.50
06/24/2022	17436(A)	XEROX CORPORATION	XEROX COPIER FEE	207.24
07/01/2022	17437(A)	AUNALYTICS INC	MONTHLY DISASTER RECOVERY SERVICES	1,757.70
07/01/2022	17438(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM	59,006.17
07/01/2022	17439(A)	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE	18,867.51
07/01/2022	17440(A)	GREATER KALAMAZOO UNITED WAY	UNITED WAY CONTRIBUTIONS FOR JUNE 2022	263.00
07/01/2022	17441(A)	LEE, KELLY	REIMB CITY TECH SERVICES LOGO POLO	52.70
07/01/2022	17442(A)	PORTAGE FIREFIGHTERS	IAFF UNION DUES FOR JUNE 2022	2,730.00
07/01/2022	17443(A)	PORTAGE ON-CALL FIREFIGHTERS	ON CALL FF UNION DUES FOR JUNE 2022	30.00
07/01/2022	17444(A)	PORTAGE POLICE OFFICERS ASSOC	PPOP UNION DUES FOR JUNE 2022	917.00
07/01/2022	17445(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UAW DUES FOR JUNE 2022	1,016.47
Total ACH				806,855.23

Check Type: Paper

06/21/2022	320671	REV X PRODUCTS, INC.	GASOLINE ADDITIVE	3,860.80
06/23/2022	320672	SUN TITLE AGENCY OF MICHIGAN, LLC	PURCHASE OF 9138 PORTAGE ROAD	360,000.00
06/24/2022	320673	A BETTER WAY TREE CARE LLC	TREE REMOVALS AT SCHRIER PARK	2,100.00
06/24/2022	320674	ACE PARKING LOT STRIPING, INC.	LINE STRIPING SEVERAL PARK LOCATIONS	5,979.00
06/24/2022	320675	ADVANCE II LLC	SPECIAL ELECTION TEMPORARY STAFF SVCS	1,796.50
06/24/2022	320676	ALICIA RENAE CARSON	SNAP REIMBURSEMENT	34.00
06/24/2022	320677	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	353.00
06/24/2022	320678	ANDERSON, EMILY	RAMONA BEACH PARKING REFUND	40.00
06/24/2022	320679	ANGELICI, PEGGY	TRIP REFUND 220629 LEGALLY BLONDE	190.00
06/24/2022	320680	ASCENSION MICH OCCUPATIONAL HEALTH	POST OFFER EXAMS	845.00
06/24/2022	320681	AVB CONSTRUCTION LLC	COMMUNITY SR CENTER CONSTRUCTION MGMT	533,255.84
06/24/2022	320682	BAILEY TERRA NOVA FARMS	SNAP REIMBURSEMENT	12.00
06/24/2022	320683	BAKER, MELISSA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320684	BALKEMA CONSTRUCTION, INC.	BISHOPS BOG BOARDWALK	17,410.08
06/24/2022	320685	BAREITHER, CHAD	CONSULTING FOR MAY 2022	2,500.00
06/24/2022	320686	BAREITHER, CHAD	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320687	BARGA, JAMIE	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320688	BATTLE CREEK POLICE DEPT	HIGH STRESS K9 DEPLOYMENT & DECOY SKILLS	200.00
06/24/2022	320689	BLOOM SLUGGETT, PC	LITIGATION-S WESTNEDGE AVE STORM SEWER PROJ	2,346.50

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06/24/2022	320690	BLUE CROSS/BLUE SHIELD OF MICH	BCBSM-MA INSURANCE	577.20
06/24/2022	320691	BRITTON, BILL	PARTIAL SUMMER UMPIRE FEE REFUND	50.00
06/24/2022	320692	BRODIE, ANGIE	HAYLOFT THEATRE DEPOSIT REFUND	150.00
06/24/2022	320693	BRONSON HEALTHCARE GROUP	LEGAL BLOOD DRAWS	400.00
06/24/2022	320694	BROOKS ARCHERS INC.	ADULT ARCHERY	288.00
06/24/2022	320695	BYCE & ASSOCIATES, INC.	COMMUNITY SENIOR CENTER A&E DESIGN	94,400.36
06/24/2022	320696	C&C PROFESSIONAL CLEANING SERVICE	FACILITY JANITORIAL SERVICES	2,602.14
06/24/2022	320697	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	166.56
06/24/2022	320698	CARPENTER, RANDY	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320699	CASTLE, JAKE	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320700	CHAPMAN, GABE	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320701	CHARLES, JESSICA	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320702	CHEESE PEOPLE OF GRAND RAPIDS	SNAP REIMBURSEMENT	35.00
06/24/2022	320703	CHICAGO TITLE OF MICHIGAN, INC.	CDBG TITLE SEARCH	150.00
06/24/2022	320704	CINTAS CORP.	UNIFORM RENTAL CHARGES	1,142.22
06/24/2022	320705	CIRQUE ENTERTAINMENT LLC	HYDRANT METER DEPOSIT REFUND	100.00
06/24/2022	320706	CITY OF KALAMAZOO TREASURER	BIO DIESEL FUEL	407.66
06/24/2022	320707	COMMERCIAL DOOR SERVICES	RESECURE DOOR OPENER	100.00
06/24/2022	320708	COMMUNICATOR AWARDS	COMMUNICATOR AWARDS	757.97
06/24/2022	320709	COSTALES, ACACIA	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320710	CRONENWETT, NATE	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320711	CULLEN, GREGG	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320712	CURTISS, STEVE	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320713	DANIELS, MICHELLE	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320714	DAVE'S CONCRETE PRODUCTS, INC.	U-CART CONCRETE- WESTFIELD	815.00
06/24/2022	320715	DEMING, WILLIAM	COOL CASTERS FISH CAMP REFUND	75.00
06/24/2022	320716	DOUDNA, JOHN	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320717	DTN, LLC	WEATHER SERVICES	1,026.00
06/24/2022	320718	DYMOND-JACOX, KRISTINA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320719	ED DRESLINSKI CONSULTING INC	REGISTRATION LEADERSHIP SKILLS DEVELOPMENT	475.00
06/24/2022	320720	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	3,192.66
06/24/2022	320721	EVERLAST CLIMBING INDUSTRIES, INC.	BIKE REPAIR STATION	2,086.75
06/24/2022	320722	FAWLEY OVERHEAD DOOR, INC.	OVERHEAD DOOR SERVICE	799.00

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06/24/2022	320723	FEDERAL RESOURCES SUPPLY COMPANY	TRUNARK-NARCOTICS ANALYZER	32,349.15
06/24/2022	320724	FIREGOLD	REFLECTIVE LETTERING	1,955.80
06/24/2022	320725	FLETCHER ENTERPRISES	PAINTING AT PARKS	2,450.00
06/24/2022	320726	FOUNDATION BUILDING MATERIALS LLC	CEILING TILES FOR CITY HALL	104.40
06/24/2022	320727	FREED, KAMMELYN	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320728	GAVIGLIO, LEANN	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320729	GILBERTSON, SAM	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320730	GILLIHAN, CARLY	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320731	GORDON FOOD SERVICE	RAMONA PAKR CONCESSION, KITCHENWARES-SC	1,087.16
06/24/2022	320732	HENDERSHOT, KEN	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320733	HOME DEPOT	REPAIR & MAINT SUPPLIES	3,108.48
06/24/2022	320734	VOID		0.00
06/24/2022	320735	VOID		0.00
06/24/2022	320736	HUNDEN STRATEGIC PARTNERS, INC.	AMPHITHEATRE FEASIBILITY STUDY	7,000.00
06/24/2022	320737	IMAGETREND, INC.	FIRE TECHNOLOGY	3,182.70
06/24/2022	320738	IMUS, LAURA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320739	INTERNATIONAL SOCIETY ARBORCULTURE	CERTIFIED ARBORIST RECERTIFICATION	230.00
06/24/2022	320740	JENNEY, CHRISTOPHER	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320741	KALAMAZOO BICYCLE CLUB, INC.	KBC BIKE CAMP	772.00
06/24/2022	320742	KALAMAZOO FLAG COMPANY, LLC	FLAG SPREADERS	116.00
06/24/2022	320743	KALAMAZOO LANDSCAPE SUPPLIES	TOP DIRT & GRASS SEED-WESTFIELD	872.75
06/24/2022	320744	KALAMAZOO OIL COMPANY	FUEL PURCHASES	20.44
06/24/2022	320745	KALAMAZOO PICKLEBALL	INTERMEDIATE PICKLEBALL CLINIC	430.00
06/24/2022	320746	KALAMAZOO PICKLEBALL	BEGINNER PICKLEBALL CLINIC	380.00
06/24/2022	320747	KONICA MINOLTA BUSINESS SOLUTIONS	ANNUAL MAINT SERVICE	900.00
06/24/2022	320748	KSS ENTERPRISES	KSS GLASS CLEANER	100.49
06/24/2022	320749	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR/MAINTENANCE	1,610.60
06/24/2022	320750	LEAF, DARIN	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320751	LEINAAR, NOAH	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320752	LOCEY SWIM POOL CO.	FOUNTAIN SUPPLIES/REPAIRS	158.50
06/24/2022	320753	LUTZ, TODD	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320754	LYSTER EXTERIORS	STUART MANOR- ROOF REPAIR	1,810.00
06/24/2022	320755	MARTIN, DENNIS	FARMERS MARKET MUSIC	100.00

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06/24/2022	320756	MARTIN, MICHAEL	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320757	MCCOLLUM, BOBBY	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320758	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	45.00
06/24/2022	320759	MERRILL, AMY	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320760	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	4,014.33
06/24/2022	320761	MICHIGAN MUNICIPAL LEAGUE	ADVERTISING FOR ELECTRICAL INSPECTOR	128.40
06/24/2022	320762	MICHIGAN PAVEMENT MARKINGS LLC	MAJOR STREETS LINE PAINTING	65,458.25
06/24/2022	320763	MICKEL, CASSANDRA	KIDS TRY-IT SPORTS REFUND	15.00
06/24/2022	320764	MILLER, DESERAE	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320765	MORRISON LANDSCAPE SERVICES LLC	SCHRIER PARK/BISHOPS BOG TRAIL MAINT.	3,900.00
06/24/2022	320766	MOSQUITO BEATERS LLC	SPRAY TREATMENT FOR BANDSHELL CONCERT	199.00
06/24/2022	320767	MRG HOSPITALITY SERVICES LLC	CATERING - PCSC GRAND OPENING RECEPTION	10,326.08
06/24/2022	320768	NATIONAL FIRE PROTECTION ASSOC	NFPA MEMBERSHIP	175.00
06/24/2022	320769	O'ROURKE-THOMAS, CORRY	TRIP REFUND 221022 NEW ORLEANS	50.00
06/24/2022	320770	ODELL, DONNA	KIDS TRY-IT SPORTS REFUND	15.00
06/24/2022	320771	OFFICE DEPOT, INC.	OFFICE SUPPLIES	3,272.81
06/24/2022	320772	VOID		0.00
06/24/2022	320773	PAPPAS, LYNN M	SNAP AND DUFEB REIMBURSEMENT	180.00
06/24/2022	320774	PARKER, MICHAEL	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320775	PETERSON, JORDAN	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320776	PETTY CASH-JANET GATES	REPLENISHMENT CHECK	755.87
06/24/2022	320777	PIENTA, MATTHEW	PARTIAL SUMMER UMPIRE FEE REFUND	37.50
06/24/2022	320778	PIVOT POINT PARTNERS LLC	FIELD APPLICATION SOLUTION ANNUAL LICENSE	6,218.65
06/24/2022	320779	POCHYLA, INEZ	TRIP REFUND 220725 MYSTERY TRIP	50.00
06/24/2022	320780	PORTAGE ROTARY	PORTAGE ROTARY DUES	450.00
06/24/2022	320781	PROGRESSIVE AE	CONSULTING SERVICES FOR AQUATIC NUISANCE	7,250.00
06/24/2022	320782	Q3 TECHNOLOGIES LLC	FIBER MAINT SERVICES	2,335.50
06/24/2022	320783	QUADMED, INC.	FIRE EMS SUPPLIES	286.89
06/24/2022	320784	RATHCO SAFETY SUPPLY, INC.	TRAFFIC CONTROL SERVICES	3,196.50
06/24/2022	320785	RENEWED EARTH, INC.	LEAF & BRUSH DISPOSAL	9,083.33
06/24/2022	320786	RESTORATIVE LAKE SCIENCES, LLC	WEST LAKE WEED MANAGEMENT PROGRAM	1,625.00
06/24/2022	320787	RJ MICHAELS INC	ADVERTISING - SENIOR CENTER	1,150.00
06/24/2022	320788	ROAD COMMISSION OF KALAMAZOO COUNTY	DURAPATCHING EMULSION	3,705.10

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06/24/2022	320789	ROGERS, JEFFREY	PARTIAL SUMMER UMPIRE FEE REFUND	37.50
06/24/2022	320790	ROSE STREET ADVISORS, LLC	COMP ANALYSIS FOR NEW POSITIONS	400.00
06/24/2022	320791	ROSE, KRISTEN	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320792	ROUCH, JOEL	MOWER REPAIR	111.48
06/24/2022	320793	SACKETT, KELLY	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320794	SAFEBUILT MICHIGAN, LLC	FILL IN INSPECTIONS FOR BUILDING SERVICE	9,900.00
06/24/2022	320795	SCHNEIDER, BILLYJO	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/24/2022	320796	SHI INTERNATIONAL CORP.	MERAKI DASHBOARD LIC, WK STATIONS	7,892.88
06/24/2022	320797	SITEONE LANDSCAPE SUPPLY LLC	PARKS IRRIGATION REPAIR SUPPLIES	57.75
06/24/2022	320798	SKILLQUEST INTERNATIONAL LLC	PRE-HIRE DRUG SCREENS	1,300.00
06/24/2022	320799	SOUTHWEST MICHIGAN FIRST	SOUTHWEST MI FIRST - COUNCIL OF 100 CONTRIB	10,000.00
06/24/2022	320800	SPARTAN DISTRIBUTORS INC.	MOWER MAINTENANCE	1,967.08
06/24/2022	320801	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	17.00
06/24/2022	320802	STAHL, NICOLE	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320803	STATE OF MICHIGAN	SOR REG FEES	90.00
06/24/2022	320804	STATE SYSTEMS RADIO, INC	TOWER LEASING CONTRACT, RADIO SUPPLIES	3,693.59
06/24/2022	320805	STEENSMA LAWN & POWER EQUIPMENT	REPAIR/MAINTENANCE SUPPLIES	1,073.27
06/24/2022	320806	STEFFLER, RYAN	PARTIAL SUMMER UMPIRE FEE REFUND	25.00
06/24/2022	320807	SUENDER, KATHERINE	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320808	SWIER, ANNIE	HAYLOFT & AMPHITHEATRE DEPOSIT REFUND	300.00
06/24/2022	320809	TALBOT, MICHAEL J.	FARMERS MARKET MUSICIAN	100.00
06/24/2022	320810	THIRD COAST TECH, LLC	MONITOR PROJECT-FIRE ST 1	3,860.19
06/24/2022	320811	TR SYSTEMS, LLC	TEXA ANNUAL RENEWAL DIAGNOSTICS	1,995.00
06/24/2022	320812	TRUGREEN AND ACTION PEST CONTROL	HERBICIDE TREATMENTS/MULT LOC	9,675.00
06/24/2022	320813	ULINE, INC.	BUILDING REPAIR & MAINT	968.43
06/24/2022	320814	UNITED DISTRIBUTION GROUP	RAMONA CONCESSIONS SUPPLIES	615.14
06/24/2022	320815	UNITED PARCEL SERVICE	UPS WEEKLY	23.34
06/24/2022	320816	VANDIVER, SHARON	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320817	VANGUARD FIRE & SUPPLY CO., INC.	FIRE EXTINGUISHER REPAIRS	722.62
06/24/2022	320818	VANLEEUEWEN, STEVE	SCHRIER PARK DEPOSIT REFUND	150.00
06/24/2022	320819	VERIZON CONNECT NWF, INC.	GPS SERVICES	1,430.72
06/24/2022	320820	VERIZON WIRELESS	CELL PHONE/WIRELESS CARD SERVICE	3,693.62
06/24/2022	320821	VK ENDEAVOURS LLC	CITY HALL PARKING LOT AND LANDSCAPE	1,555.00

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06/24/2022	320822	WADE TRIM ASSOCIATES, INC.	ANNUAL ACTION PLAN & TECHNICAL ASSIST	620.00
06/24/2022	320823	WATKINS, ROSS & CO.	ACTUARIAL SERVICES	250.00
06/24/2022	320824	WEDEL'S INC.	LANDSCAPING/GARDEN SUPPLIES	6,837.03
06/24/2022	320825	WEIDEMANN, LYLE & JUDY	TRIP REFUND REQUEST 220622 FOUR WINDS	70.00
06/24/2022	320826	WELNIAK, BRAD	REIMB FOR TRAINING/TRAVEL EXPENSES	758.59
06/24/2022	320827	WESSING, PAIGE	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320828	WEST HILLS ATHLETIC CLUB	FIRE FITNESS PROGRAM	600.00
06/24/2022	320829	WEST, PATRICIA	RAMONA BEACH PARKING REFUND	15.00
06/24/2022	320830	WICHT, RUDY & DOROTHY	TRIP REFUND 220925 MYSTERY TRIP	100.00
06/24/2022	320831	WILD, JED	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320832	WILLIAM OLIVER LIVING TRUST	OVERPAYMENT FINAL WATER BILL	131.64
06/24/2022	320833	WISE, BILLI	PARTIAL SUMMER UMPIRE FEE REFUND	12.50
06/24/2022	320834	WISE, CANDANCE	SCHRIER PARK DEPOSIT REFUND	150.00
06/28/2022	320835	GUITAR CENTER #321	PUBLIC ADDRESS SYSTEM	2,656.90
07/01/2022	320836	AT&T	ELECTRONIC COMMUNICATIONS	287.87
07/01/2022	320837	GREATER KALAMAZOO FOP LODGE 98	PPCOA DUES FOR JUNE 2022	4,503.44
07/01/2022	320838	K2AVL INC	SUMMER 2022 CONCERT SOUND AND STAGING	1,890.00
07/01/2022	320839	PETTY CASH-MEGAN HUBER	REPLENISHMENT CHECK	1,227.74
07/01/2022	320840	USPS	POSTAGE PERMIT #58 DOLLARS FOR MAILINGS	3,000.00
07/01/2022	320841	VERIZON WIRELESS	CELL PHONE/WIRELESS CARD SERVICE	369.22
Total Paper Checks				1,311,177.96

Check Type: Auto-Pay Payments

06/29/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	100.85
Total Auto-Pay Payments			100.85

Check Type: Electronic Payments

06/30/2022	ICMA	PENSION WITHHOLDINGS	42,346.00
06/30/2022	SBF	WATER/SEWER BILL POSTAGE	263.47
06/30/2022	SBF	WATER/SEWER BILL POSTAGE	1,614.56
06/30/2022	SBF	SPECIAL ASSESSMENT BILL POSTAGE	286.95
06/30/2022	ICMA	DH & NU PENSION PAYMENTS	151,165.86

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07/01/2022		HUNTINGTON NATIONAL BANK	DEBT SERVICE PAYMENTS	3,287,573.13
07/01/2022		MULTIPLE	IAFF, PPCOA, PPOA PENSION PAYMENTS	513,800.00
07/01/2022		HUNTINGTON NATIONAL BANK	DEBT SERVICE FEES	1,000.00
			Total Electronic Payments	3,998,049.97
			Grand Total	6,116,184.01

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Pennridge Trail Planned Development

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Issue final approval and acceptance of the detailed engineering plans (Final Preliminary Condominium) for Phase 3 of the Pennridge Trail Planned Development, 1800 West Osterhout Avenue, pursuant to the issuance of EGLE permits.

The Pennridge Trail Planned Development project began in 2018 and has thus far undergone four phases of construction: Phase 1, Phase 1 North, Phase 2, and Phase 2 North. Westview Capital, LLC, is now prepared to move forward with the Final Preliminary Condominium Plan for Phase 3 of the Pennridge Trail Planned Development. As of June 2022, according to the developer, units in this phase are anticipated to sell in the range of the high \$200,000s to \$300,000. The development status of each prior phase as of late June 2022 is summarized below:

- **Phase 1:** 22 detached single-family homes (initial section of Pennridge Dr.).
 - Status: Construction completed. All 22 homes sold and occupied.
- **Phase 1 North:** 22 attached units in 11 duplex buildings (next section of Pennridge Dr.).
 - Status: Construction completed. All 22 units sold and occupied.
- **Phase 2:** 23 detached single-family homes (along Alder Ave. and part of Schrier Ln.).
 - Status: 3 lots sold and occupied, 11 lots are sold and currently at various stages of construction, 6 lots are specs at various stages of construction, and 3 lots are remaining for construction to begin.
- **Phase 2 North:** 52 attached units (26 duplex buildings).
 - Status: Final approval was obtained Fall 2021. Currently under construction with public utility installation completed. Private roadway construction will commence shortly.
- **Phase 3:** (Final, subject phase) 19 detached single-family homes (final, dead-end segment of Schrier Ln.).
 - Status: Subject to approval of the detailed engineering plans, Phase 3 construction is anticipated to commence in Summer/Fall 2022.
 - Address: Following approval of Pennridge Trail North, the child parcel (Pennridge Trail Phase 3) was created with the address of 1850 West Osterhout Avenue as part of the year end list of land divisions that were finalized December 31, 2021. The original address related to this project and previously approved by Council (1800 West Osterhout Avenue) will be used for consistency of reports and records keeping through the final approval process.

Detailed Engineering Plan (Final Preliminary Condominium) for Phase 3

On March 22, 2022, City Council approved the tentative Preliminary Condominium Plan for Phase 3 of the Pennridge Trail Planned Development. Consistent with this approval, Westview Capital, LLC has submitted the detailed engineering plans (Final Preliminary Condominium) for Phase 3 of the Pennridge Trail Planned Development, 1800 West Osterhout Avenue.

The detailed engineering plan (Final Preliminary Condominium) for Phase 3 (Units 46-64) of the Pennridge Trail Planned Development proposes 19 detached single-family residential lots/homes on approximately 6.35 acres and involves the following public improvements:

- Construction of one new public street extension (Schrier Lane) from Pennridge Drive.
- Four-foot-wide concrete sidewalks will be installed along both sides of the new public street extension.
- The sanitary sewer system will consist of 8-inch diameter sewer mains and individual laterals to serve each lot in accordance with City of Portage requirements. The proposed system will connect to the existing sanitary sewer main located within Pennridge Drive.
- The water system will consist of 8-inch diameter ductile iron mains and 1 1/4-inch services to each individual lot. The proposed system will connect to the existing water main located within Pennridge Drive and to the existing water main at the northeast corner of phase 3 of the development that runs along the east side of the existing infiltration basin and connects to the water main providing service to the duplexes in the northernmost phase of this development.
- Storm water will be collected and conveyed through a series of underground storm pipes with a discharge to a private treatment cell and infiltration basin located in the northeast portion of the overall property. Storm water piping located within the public streets (Phase 1, 2 and 3) will be owned and maintained by the City, while the storm water piping located within the private streets (Pennridge North Duplexes) along with the treatment cell/infiltration basin will be owned and maintained by the condominium association with appropriate easements and indemnification provided to the City. The current Drainage Agreement (Document Recording Number 2020-018001) will be amended to include Schrier Lane and Alder Avenue in addition to Pennridge Drive as public streets covered by this agreement prior to approval of the Final Condominium Plan.
- Consistent with the approved PD Tentative Plan and the Preliminary Condominium approval, a permanent, secondary emergency vehicle access drive has been constructed between the Pennridge Trail property and the adjacent property to the north addressed as 9801 Shaver Road. Westview Capital, LLC and the owner of 9801 Shaver Road have provided the City the necessary easements and maintenance agreements for this permanent emergency vehicle access drive. The related documents have been reviewed and approved by the City Attorney, and are now executed by all parties and recorded. This permanent emergency access drive has already been constructed, inspected and approved by the City.

City Council's approval and acceptance of the detailed engineering plans (Final Preliminary Condominium) for Phase 3 would enable the developer to proceed with the construction of the infrastructure improvements after EGLE wastewater and water supply permits are issued. Should the developer fail to obtain EGLE wastewater and water supply permits and major revisions to the engineering plans are required as a result, the developer will resubmit the revised engineering plans and bring the revised plans back to the City Council for approval. As such, this has been added as a condition to the recommended action. Following completion of construction of Phase 3, the developer will request

final approval from City Council and acceptance of dedicated public improvements (street, water and sanitary sewer mains, storm water facilities).

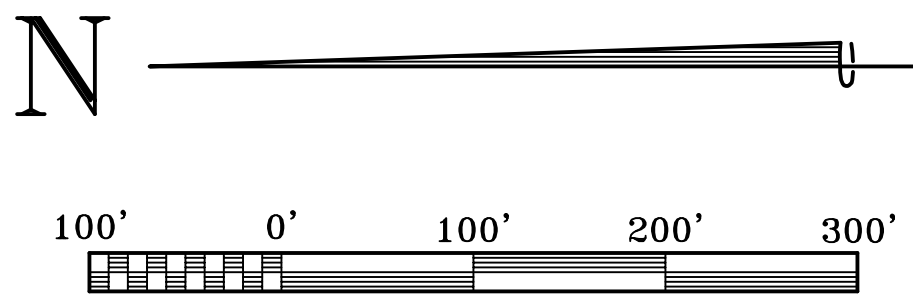
The departments of Community Development, Transportation and Utilities, and the Fire Division of Public Safety have reviewed the construction drawings and have determined that the plans are in conformance with city requirements. Based on the administrative review, it is recommended that City Council issue final approval and acceptance of the detailed engineering plans (Final Preliminary Condominium) for Phase 3 of the Pennridge Trail Planned Development, 1800 West Osterhout Avenue, pursuant to the issuance of EGLE permits.

FUNDING: Not Applicable

Attachments: 1. Pennridge Phase 3 Final Preliminary Condominium Drawings (engineering plans)

CONSTRUCTION PLANS for PHASE 3 of 'PENNRIDGE TRAIL'

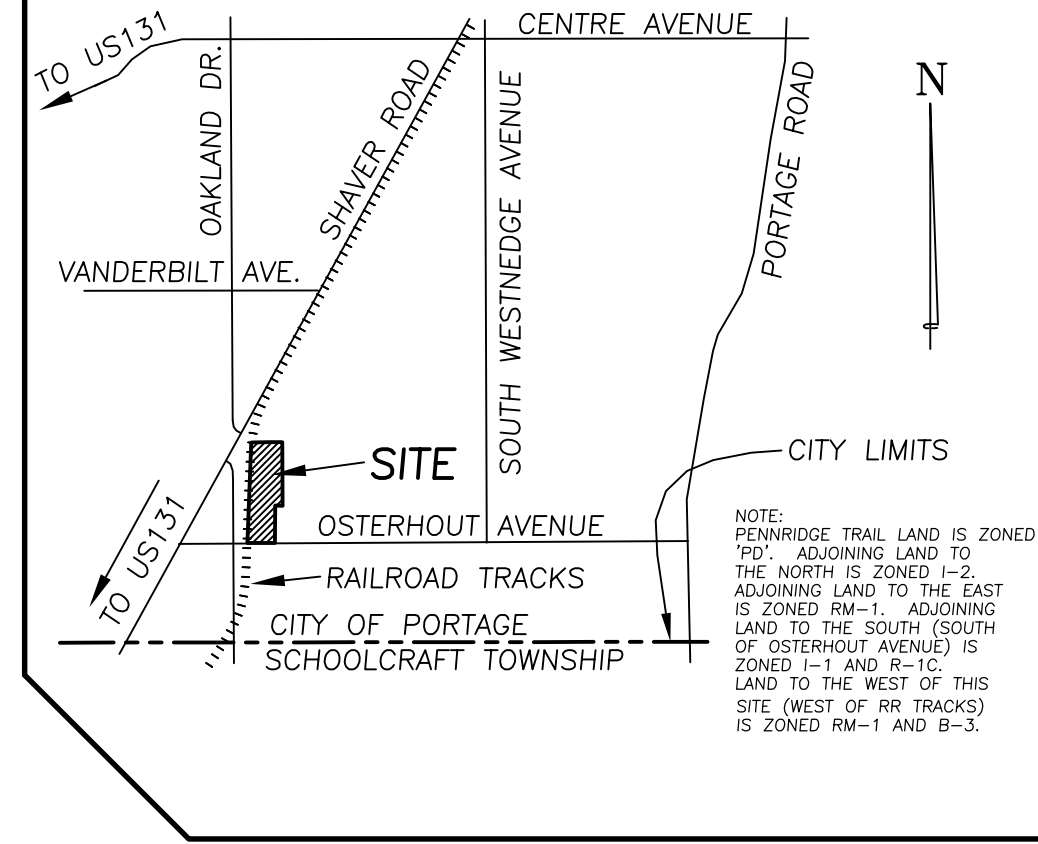
'PENNRIDGE TRAIL' (UNITS 1 - 45) IS AN EXISTING SINGLE FAMILY CONDOMINIUM WITH PUBLIC STREETS.
SHOWN PHASE 3 (UNITS 46 - 64) IS A PROPOSED SINGLE FAMILY CONDOMINIUM WITH PUBLIC STREETS.



PROPOSED PHASE 3 OF "PENNRIDGE TRAIL".
ADDRESS = 1800 W. OSTERHOUT AVENUE.
CURRENT ZONING = PD.

UNITS = 19
AREA = 6.35 ACRES
DENSITY = 3.0 UNITS/ACRE

UNPLATTED LAND
OWNER = CITY OF PORTAGE
ADDRESS = 9501 SHAYER ROAD
CITY ZONING = 1-2



NOTE: THESE CONSTRUCTION PLANS ARE INTENDED FOR CITY REVIEW RELATIVE TO FINAL TENTATIVE APPROVAL (STEP 2 APPROVAL) AS OUTLINED IN THE CITY OF PORTAGE'S LAND DEVELOPMENT REGULATIONS.

SETBACKS FOR PROPOSED PHASE THREE:

- MINIMUM WIDTH @ FRONT SETBACK = 60'
- REQUIRED FRONT SETBACK = 25' (FROM R.O.W.)
- REQUIRED REAR SETBACK = 25'
- REQUIRED SIDE SETBACK = 5' (MINIMUM 15' BETWEEN DWELLINGS)
- MAXIMUM UNIT COVERAGE = 30%
- MINIMUM PERIMETER REAR YARD SETBACK: 40.0'
- MINIMUM UNIT AREA = 8000 SQUARE FEET

PHASE 2 OF "PENNRIDGE TRAIL" (2021 CONSTRUCTION)

GENERAL NOTES

- 1) PROPERTY IS CURRENTLY ZONED "PD".
- 2) PUBLIC WATER MAIN SHALL BE AN 8 INCH DUCTILE IRON MAIN WITHIN A PUBLIC ROAD OR WITHIN AN EASEMENT TO THE CITY OF PORTAGE. WATER SERVICES SHALL BE 1.25 INCH COPPER AND SHALL EXTEND FROM WATER MAIN TO CURB BOX.
- 3) PUBLIC SANITARY SEWER SHALL BE 8" PVC SEWER WITHIN A PUBLIC ROAD OR WITHIN AN EASEMENT TO THE CITY OF PORTAGE. SEWER LEADS SHALL BE 6 INCH PVC AND SHALL EXTEND FROM MAIN TO SEWER RISER.
- 4) STORM WATER DISPOSAL SHALL BE THROUGH SOLID WALL STORM SEWER PIPE WITH POSITIVE OUTLET TO EXISTING TREATMENT CELL. SYSTEM SHALL COMPLY WITH CITY SPEC'S & CITY OF PORTAGE STORMWATER DESIGN CRITERIA MANUAL. PIPE JOINTS SHALL BE WATER TIGHT AND CONNECTIONS AT MANHOLES SHALL BE WITH A RUBBER BOOT. STORM WATER RUN-OFF SHALL DRAIN TO THE EXISTING BASIN AREA LOCATED NORTH & NORTHWEST OF PHASE 3. STORM SEWER WITHIN PUBLIC ROADS SHALL BE PUBLIC. STORM SEWER OUTSIDE OF PUBLIC ROADWAY AREAS SHALL BE PRIVATE (OWNED BY CONDO ASSOCIATION).
- 5) ALL PUBLIC STREETS SHALL BE PUBLIC, PAVED, AND HAVE A MINIMUM WIDTH OF 32 FEET FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT. (36' BETWEEN BACKS OF CURB)
- 6) STREET LIGHTS, STREET SIGNS, HYDRANT SIGNS, AND STREET TREES SHALL BE INSTALLED.
- 7) SITE IS PRIMARILY OPEN.
- 8) ELEVATION DATUM IS U.S.G.S. DATUM AS PROMULGATED WITHIN THE CITY OF PORTAGE.
- 9) PRIVATE DRIVEWAYS HAVE NOT BEEN SHOWN ON THIS PLAN.
- 10) A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT SHALL BE OBTAINED FROM THE CITY OF PORTAGE PRIOR TO ANY ON SITE GRADING ACTIVITIES.
- 11) AT LEAST ONE STREET TREE SHALL BE PLANTED FOR EACH UNIT.
- 12) PHASE 3 DOES NOT CONTAIN ANY DESIGNATED WETLANDS OR FLOODPLAINS.
- 13) SHOWN STREET NAMES ARE SUBJECT TO CITY APPROVAL AND COUNTY APPROVAL.
- 14) EASEMENTS AND AGREEMENTS FOR STORM SEWER AND STORM WATER BASINS SHALL BE PROVIDED TO THE CITY AS REQUIRED.
- 15) A MAINTENANCE AND INDEMNIFICATION AGREEMENT SHALL BE CREATED FOR THE LANDSCAPED ISLANDS WITHIN THE PUBLIC ROAD RIGHT-OF-WAYS AND ALSO FOR THE STORM WATER RETENTION AREA. THIS AGREEMENT SHALL BE INCLUDED IN THE MASTER DEED / CONDOMINIUM DOCUMENTS.
- 16) STREET TREES AND SITE LANDSCAPING SHALL BE PROVIDED.

FIRE DEPT. NOTES

- 1) COMBUSTIBLE BUILDING CONSTRUCTION SHALL NOT COMMENCE UNTIL FIRE HYDRANTS ARE OPERABLE AND AN ALL WEATHER ROAD SURFACE IS IN PLACE.
- 2) THE FIRE FLOW FOR EACH BUILDING IS 1000 GPM FROM ONE HYDRANT WITHIN 400' OF ALL PORTIONS OF THE BUILDING. THIS FLOW IS BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING BASEMENT FOR A BUILDING OF TYPE V-B CONSTRUCTION. SHOULD A BUILDING EXCEED 3600 SQUARE FEET, THE MINIMUM FIRE FLOW WILL BE BASED ON THE SIZE AND TYPE OF CONSTRUCTION FOR THAT BUILDING.
- 3) FIRE APPARATUS ACCESS ROADS 26.1' TO 32' WIDE SHALL BE POSTED ON ONE SIDE OF ROAD AS A FIRE LANE.
- 4) "NO PARKING" SIGNS SHALL BE INSTALLED WHERE REQUIRED BY THE CITY OF PORTAGE FIRE DEPARTMENT.
- 5) TEMPORARY STREET SIGNS SHALL BE PROVIDED AS REQUIRED BY THE PORTAGE FIRE DEPARTMENT.
- 6) WIDTH OF IMPROVED STREETS SHALL BE 36.0 FEET (BETWEEN BACKS OF CURBS).
- 7) AN ELECTRONIC COPY OF THE APPROVED SITE PLAN SHALL BE PROVIDED TO THE FIRE DEPARTMENT (JPEG FORMAT).

PHASE 2 OF "PENNRIDGE TRAIL NORTH" (2022 CONSTRUCTION)

UNPLATTED LAND
OWNER = PENNSYLVANIA LINE, LLC
ADDRESS = 2100 WEST OSTERHOUT AVENUE
CITY ZONING = N/A

PHASE 1 OF "PENNRIDGE TRAIL NORTH" (2020 CONSTRUCTION)

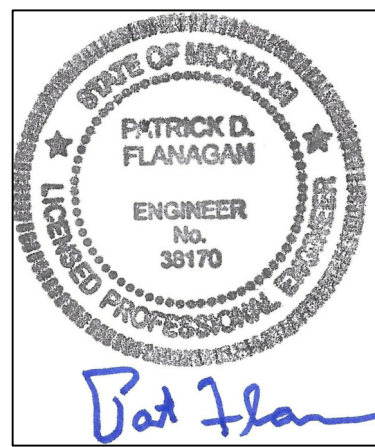
PARCEL DESCRIPTION (ENTIRE SITE):

A parcel of land situated in the Northeast quarter of Section 32, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 32, Town 3 South, Range 11 West; thence S 90°00'00" W 165.00 feet along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing S 90°00'00" W 739.77 feet along said South line to the East right-of-way line of the Pennsylvania Railroad (formerly the New York Central Railroad); thence N 02°18'11" E 1323.26 feet along said East line to the North line of the South half of said Northeast quarter of Section 32; thence N 89°53'07" W 25.02 feet along said Pennsylvania Railroad right-of-way and said North line of the South half of said Northeast quarter of Section 32; thence N 02°18'11" E 1323.10 feet along said East right-of-way line of the Pennsylvania Railroad to the North line of said Northeast quarter of Section 32; thence S 89°46'14" E 822.39 feet along said North line to the East line of said Northeast quarter of Section 32; thence S 00°01'23" E 1320.49 feet along said East line to said North line of the South Half of said Northeast quarter of Section 32; thence N 89°53'07" W 165.00 feet along said North line of the South half; thence S 00°01'23" E 1320.82 feet parallel with said East line of the Northeast quarter of Section 32 to the Place of Beginning, containing 47.39 acres of land. The south 33.0 feet being subject Highway Easement. Parcel is subject to easements conditions and restrictions of record.

SHEET INDEX:

- 1) COVER SHEET
- 2) PLAN & PROFILE SHEET
- 3) GRADING PLAN / EROSION CONTROL PLAN
- 4) EROSION CONTROL DETAILS
- 5) CONSTRUCTION DETAILS & NOTES



OWNER/APPLICANT:
WESTVIEW CAPITAL, LLC
2186 EAST CENTRE STREET
PORTAGE, MI 49002
(269) 321-2610

COVER SHEET PHASE 3 of PENNRIDGE TRAIL PART OF THE NE 1/4 OF SEC. 32, T. 3 S., R. 11 W., CITY OF PORTAGE, MICHIGAN		REVISED: 5/17/2022
MONUMENT ENGINEERING GROUP ASSOC., INC. Formerly Ingersoll, Watson & McMachen, Inc. 1209 East Milham Road, Suite B • Portage, Michigan 49002 • Phone 269 344-6165		DATE: 4/06/2022
		SHEET: 1
		JOB No.: 36676-3



SCALES:
PLAN VIEW: 1" = 40'
PROFILE: 1" = 40' HORIZ.
1" = 4' VERTICAL

NOTE: ALL STREET TREES SHALL COMPLY WITH
LANDSCAPING REQUIREMENTS OUTLINED IN
SECTIONS 42-808 AND 42-576.E.2 OF THE
CITY'S LAND DEVELOPMENT REGULATIONS

NOTE:
ALL STORM SEWER ON SITE THAT IS ENTIRELY WITHIN
A PUBLIC ROAD RIGHT-OF-WAY SHALL BE PUBLIC &
SHALL BE OWNED AND MAINTAINED BY THE CITY OF
PORTAGE. ALL OTHER STORM SEWER SHALL BE
PRIVATE AND SHALL BE OWNED AND MAINTAINED
BY THE CONDOMINIUM ASSOCIATION.

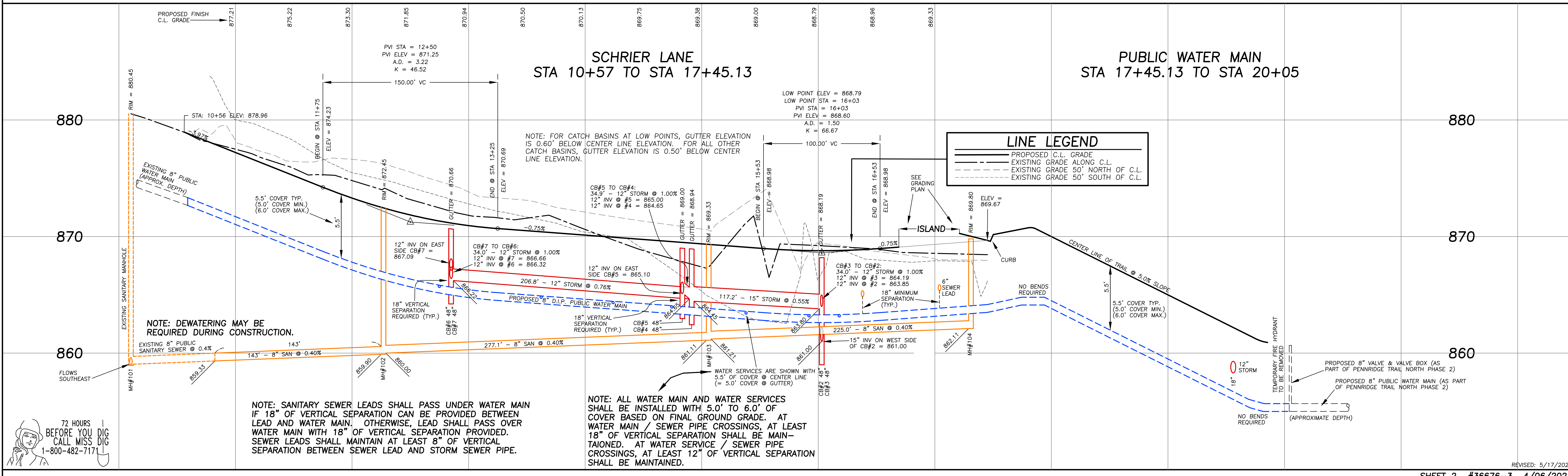
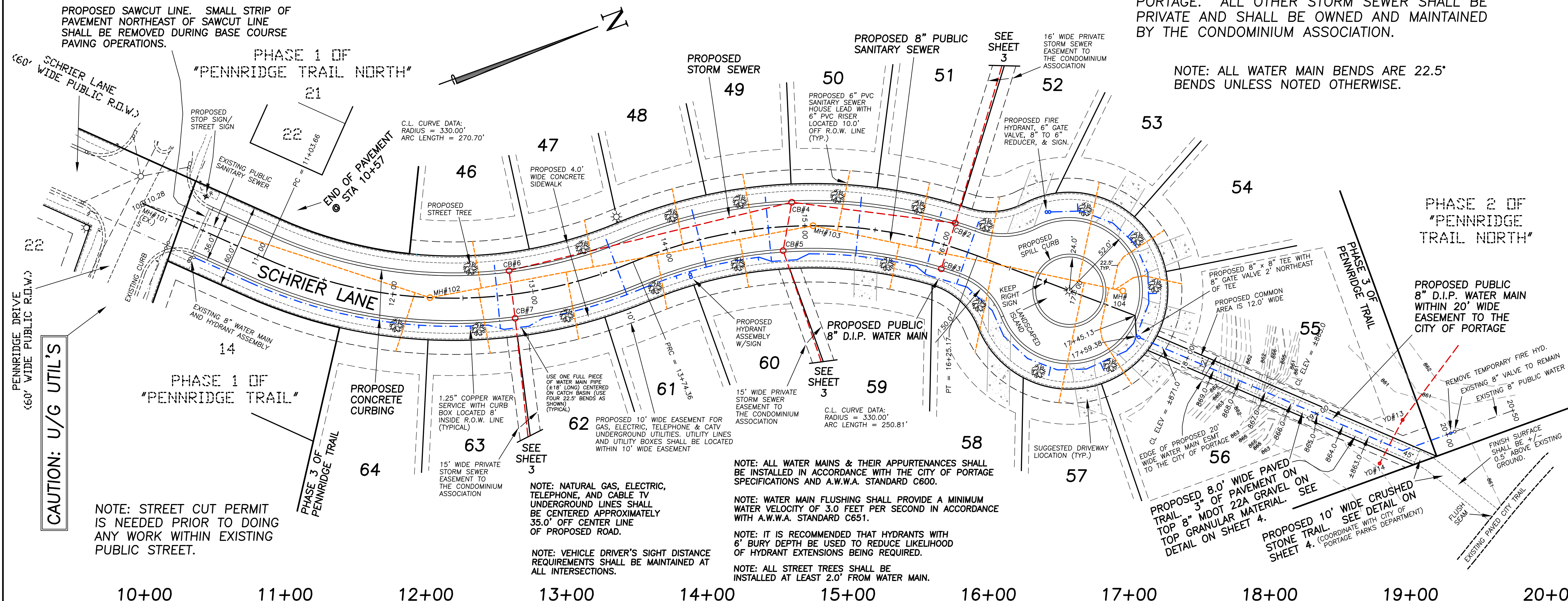
NOTE: ALL WATER MAIN BENDS ARE 22.5'
BENDS UNLESS NOTED OTHERWISE.

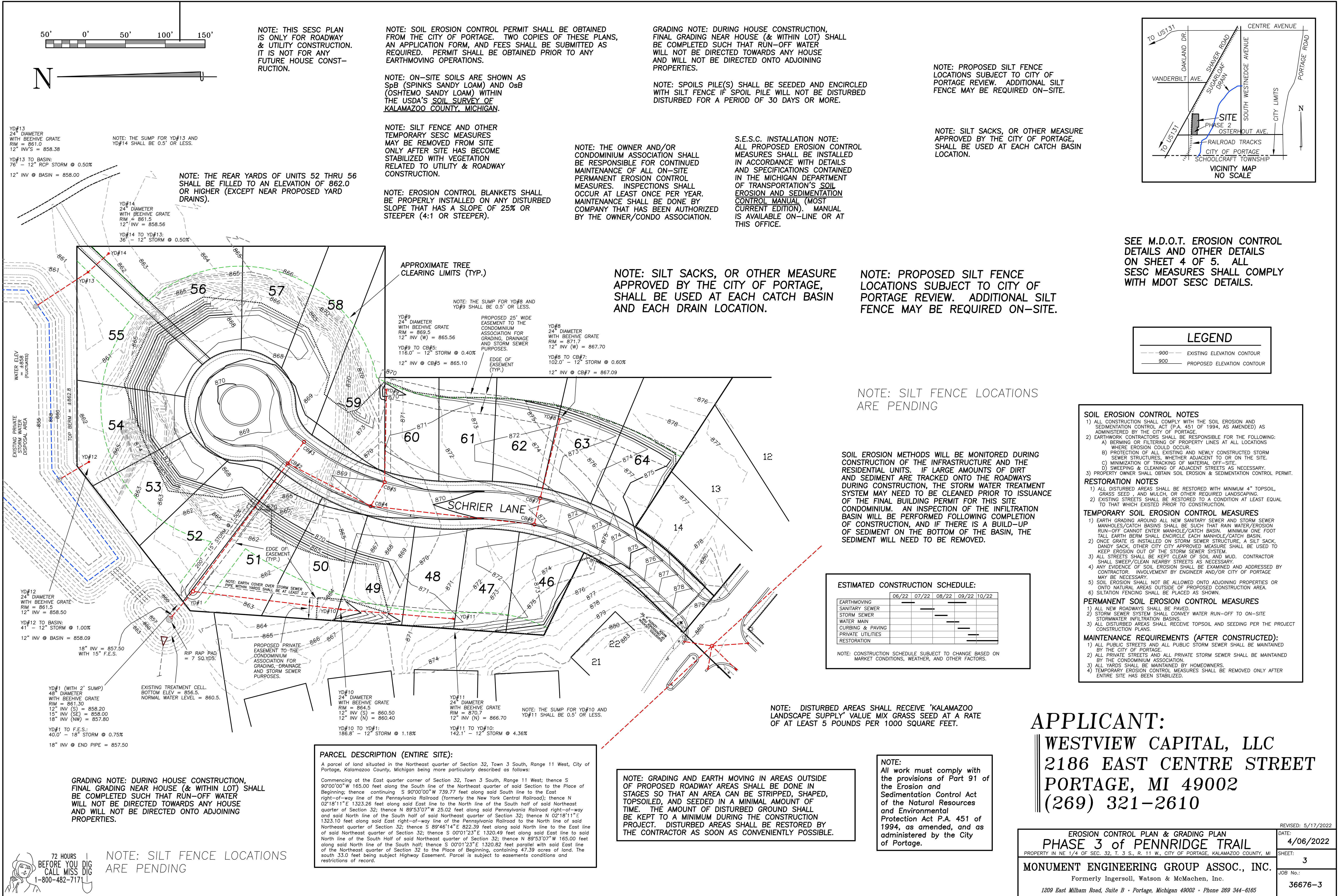
LEGEND

- EXISTING PUBLIC SANITARY SEWER
- PROPOSED 8" PUBLIC SANITARY SEWER
OR PRIVATE 6" SEWER LEAD
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING PUBLIC WATER MAIN
- PROPOSED 8" PUBLIC WATER MAIN
OR PRIVATE 1.25" COPPER WATER SERVICE
- PROPOSED 4.0' WIDE CONCRETE SIDEWALK
- ===== PROPOSED 2.0' WIDE CONCRETE CURB
- 66 PROPOSED UNIT #
- BUILDING SETBACK LINE

GENERAL NOTES:

- 1) LIGHT POLES AND ANY UTILITY POLE/BOX SHALL BE LOCATED AT LEAST 5.0 FEET OFF BACK OF CURB.
- 2) STREET NAME SIGNS SHALL BE AT LEAST 9" FROM TOP TO BOTTOM OF ACTUAL SIGN (& PLACED ATOP STOP SIGNS).
- 3) ALL PAVEMENT MARKINGS AND ALL TRAFFIC SIGNAGE SHALL COMPLY WITH STANDARDS IN THE M.U.T.C.D. (CURRENT EDITION).
- 4) U-CURB POSTS REQUIRED FOR ALL SIGNS.
- 5) SOIL EROSION & SEDIMENTATION CONTROL PERMIT SHALL BE OBTAINED AS REQUIRED BY STATE LAW.
- 6) PERMIT(S) SHALL BE OBTAINED FROM THE CITY OF PORTAGE AS REQUIRED.
- 7) E.G.L.E. CONSTRUCTION PERMITS REQUIRED (FOR BOTH PUBLIC WATER MAIN & PUBLIC SANITARY SEWER) PRIOR TO THE COMMENCEMENT OF UTILITY INSTALLATION.
- 8) TWO PARKING THIS SIDE OF STREET SIGNS SHALL BE INSTALLED ATOP THE FIRE HYDRANT SIGNS AND MIDWAY BETWEEN THE FIRE HYDRANTS ON THE HYDRANT SIDE OF THE STREETS.
- 9) FIVE INCH "STORY" FITTINGS SHALL BE USED ON FIRE HYDRANTS.
- 10) FOR ON-SITE DWELLINGS, BASEMENT FOOTINGS AND FOUNDATIONS SHALL COMPLY WITH BUILDING CODE REQUIREMENTS BASED ON TYPE OF SOIL PRESENT AND STABILITY OF SOIL.
- 11) FOR ON-SITE DWELLINGS, REQUIRED RADON VENTING SYSTEM BELOW BASEMENT FLOOR SHALL, AS A PRECAUTION, BE PLUMBED TO ALSO BE A DRAINAGE SYSTEM DURING PERIODS OF HIGH GROUNDWATER.
- 12) ALL PROPOSED STREET LIGHTS SHALL COMPLY WITH CITY OF PORTAGE STANDARDS AND CONSUMERS ENERGY STANDARDS WITH REGARD TO LOCATION AND LIGHT SPECIFICATION.
- 13) ON-SITE SPEED LIMIT SHALL BE 25 MILES PER HOUR.
- 14) UNDERGROUND GAS, ELECTRIC, TELEPHONE AND CABLE TV LINES SHALL BE DESIGNED BY UTILITY OWNERS AND SHALL NOT BE LOCATED IN PROPOSED STREET RIGHT-OF-WAYS UNLESS UTILITY IS CROSSING STREET (SQUARE TO CENTER LINE).
- 15) AS-BUILT CONSTRUCTION PLANS SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE ROADWAY PROJECT.
- 16) PRIOR TO START OF CONSTRUCTION, PRE-CONSTRUCTION MEETING SHALL BE HELD AT CITY OF PORTAGE OFFICES.
- 17) THE STORM SEWER PIPE MUST BE CLEANED DIRECTLY BEFORE TELEVISION.
- 18) FIRE HYDRANT SIGNS SHALL BE LOCATED 4.0 FEET FROM THE CENTER OF THE FIRE HYDRANT.
- 19) IF A FIRE HYDRANT EXTENSION IS USED TO RAISE A HYDRANT, THE EXTENSION SHALL BE PAINTED THE SAME COLOR OF THE HYDRANT PER CITY OF PORTAGE SPECIFICATIONS.





KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
23	 STREAM RELOCATION	A detail depicting the proper procedure for stream relocation. Maintain same width, depth, and flow velocity as the natural stream. Repagate banks with PERMANENT/TEMPORARY SEEDING (KEY 3), MULCHING AND MULCH ANCHORING (KEY 26), MULCH BLANKETS AND HIGH VELOCITY MULCH BLANKETS (KEY 33) and woody plants to shade the stream.							
24	 SAND AND STONE BAGS	Sand and stone bags are a useful tool in the prevention of erosion. Can be used to divert water around a construction site by creating a DIVERSION DIKE (KEY 10). Works well for creating a CONSTRUCTION DAM (KEY 38) and temporary culvert and fill.							
25	 SAND FENCE AND DUNE STABILIZATION	A Sand Fence traps blowing sand by reducing wind velocities. Can be used to prevent sand from blowing onto roads. Must be maintained until sand source is stabilized.							
26	 SILT FENCE	A permeable barrier erected behind disturbed areas to capture sediments from sheet flow. Can be used to divert small volumes of water to stable outlets. Ineffective as a filter and should never be placed across streams or ditches where flow is concentrated.							
27	 PLASTIC SHEETS OR GEOTEXTILE COVER	Plastic Sheets can be used to create a liner in temporary channels. Can also be used to create a temporary cover to prevent erosion of erodible materials.							
28	 MULCHING AND MULCH ANCHORING	Anchored mulch provides erosion protection against rain and wind. Mulch must be used on seeded areas to promote water retention and growth. Should be inspected after every rainstorm and repaired as necessary until vegetation is well established.							
29	 INLET PROTECTION FABRIC DROP	Provides settling and filtering of silt laden water prior to its entry into the drainage system. Can be used in median and side ditches where vegetation will be disturbed. Allows for early use of drainage systems prior to project completion.							
30	 INLET PROTECTION GEOTEXTILE AND STONE	Provides settling and filtering of silt laden water prior to its entry into the drainage system. Should be used in paved areas where drainage structures are settling or proposed. Allows for early use of drainage systems prior to project completion.							


MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

SOIL EROSION & SEDIMENTATION
CONTROL MEASURES

9-10-2010 T.J.L.E.L. APPROVAL	6-3-2010 PLAN DATE	R-96-E	SHEET 4 OF 4
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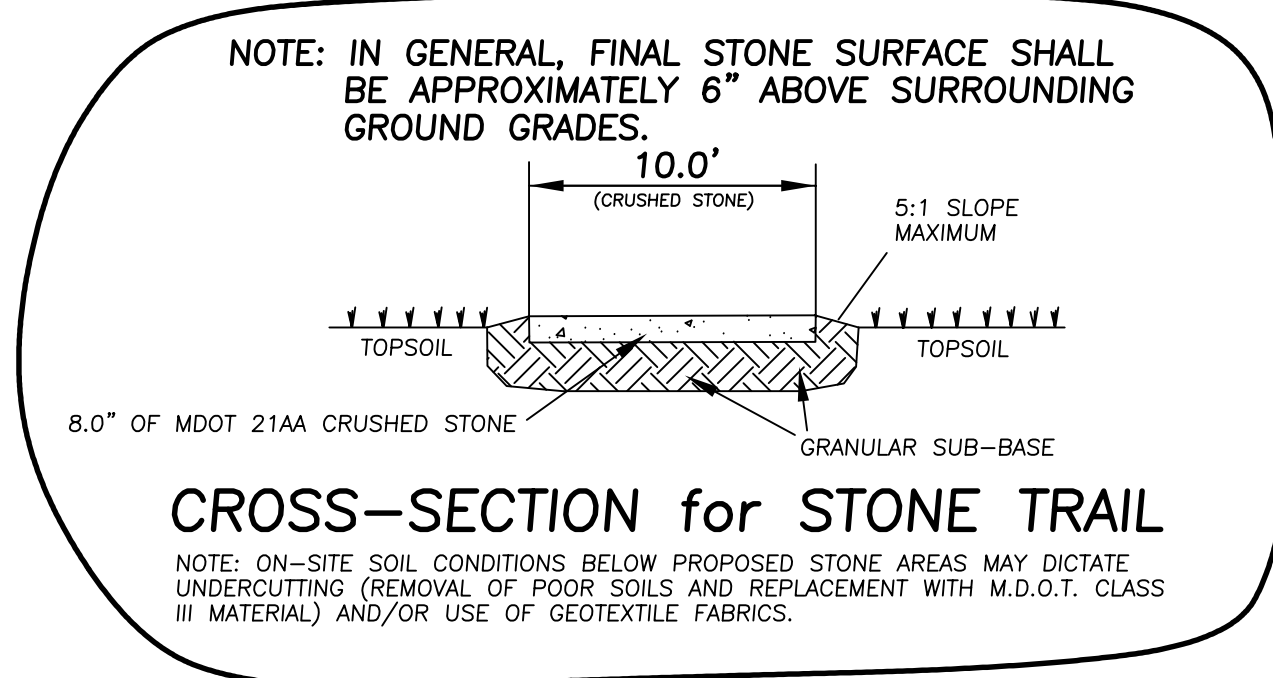
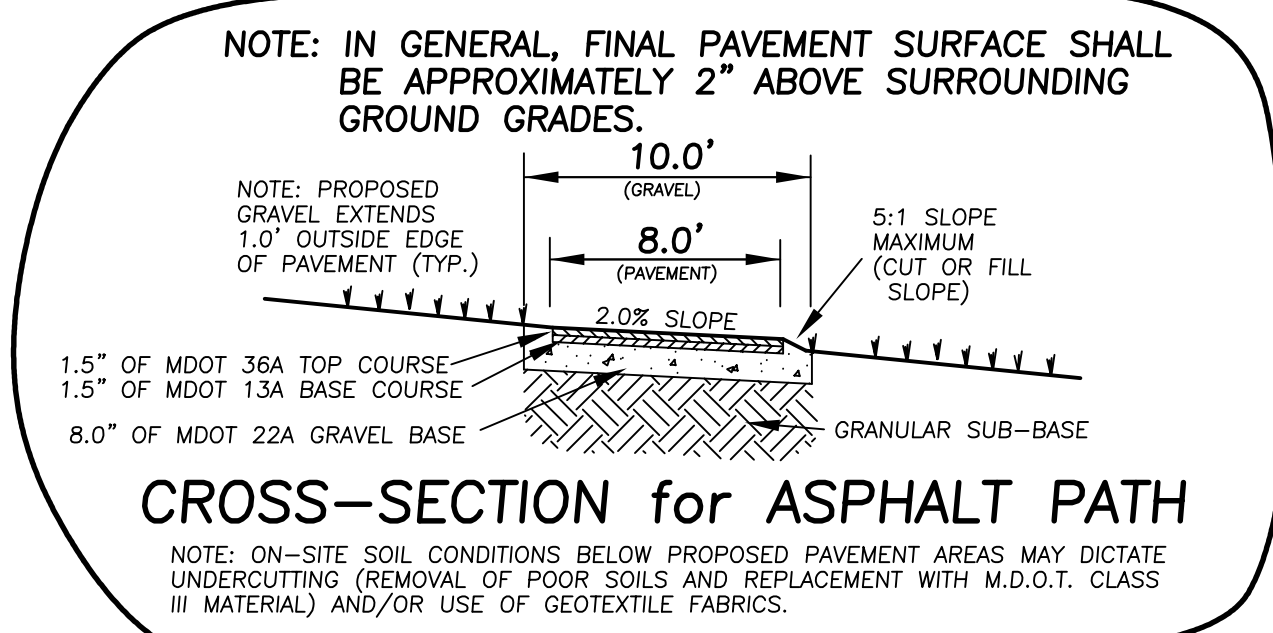
KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
31	 INLET PROTECTION SEDIMENT TRAP	An Inlet Protection Sediment Trap is a temporary device that can be used in areas where medium flows are anticipated. Effective in trapping small quantities of sediments prior to water entering the drainage system. Can be used in areas such as median and side ditches.					*	*	
32	 SLOPE ROUGHENING AND SCARIFICATION	A simple and economical way to reduce soil erosion by wind and water. Can be accomplished by harrowing with a disk, back blading, or tracking with a dozer perpendicular to the slope.	*					*	*
33	 MULCH BLANKETS AND HIGH VELOCITY MULCH BLANKETS	Mulch blankets provide an immediate and effective cover over raw erodible slopes affording excellent protection against rain and wind erosion. High velocity mulch blankets work well for stabilizing the bottom of ditches in wetlands.	*		*		*	*	*
34	 COFFERDAM	Used to create a dry construction area and protect the stream from raw erodible areas. Must be pumped dry or dewatered according to DEWATERING WITH FILTER BAG (KEY 18).			*				*
35	 TEMPORARY BYPASS CHANNEL	Utilized when a dry construction area is needed. Isolates stream flow from raw erodible areas minimizing erosion and subsequent siltation. Can incorporate SEDIMENT BASIN (KEY 21), CHECK DAM (KEY 37), and GRAVEL FILTER BEAM (KEY 13) to remove sediments from water. Construction sequence of events may be necessary.			*				*
36	 CONSTRUCTION DAM	Used to create a dry or slack water area for construction. Isolates the stream from raw erodible areas. Can be created out of any non-erodible materials such as SAND AND STONE BAGS (KEY 24), A gravel dike with clay core or plastic liner, steel plates or plywood.			*				*
37	 CHECK DAM	Can be constructed across ditches or any area of concentrated flow. Protects vegetation in early stages of growth. A Check Dam is intended to reduce water velocities and capture sediment. A Check Dam is not a filtering device.	*		*		*		

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT FINANCED FROM FDOT

SOIL EROSION & SEDIMENTATION CONTROL MEASURES

9-10-2010 F.H.S.L. APPROVAL	6-5-2010 PLAN DATE	R-96-E
		SHEET 5 OF 6

NOTES: THIS STANDARD PLAN WILL SERVE AS A KEY TO THE SELECTION OF THE APPROPRIATE SOIL EROSION AND SEDIMENTATION CONTROL DETAILS. THIS PLAN ALSO PROVIDES THE KEY TO THE NUMBERED EROSION CONTROL ITEMS SPECIFIED ON THE CONSTRUCTION PLANS. REFER TO THE SOIL EROSION & SEDIMENTATION CONTROL MANUAL, SECTION 6 FOR SPECIFIC DETAILS, CONTRACT ITEMS 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354,		
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NOTE: ALL SESC MEASURES AND PROVISIONS SHALL COMPLY WITH DETAILS ON THIS SHEET.

EROSION CONTROL DETAILS PHASE 3 OF "PENNRIDGE TRAIL" PART OF THE NE 1/4 OF SEC. 32, T3S, R11W, CITY OF PORTAGE, KALAMAZOO CNTY., MICHIGAN		DATE: 5/17/2022 4/06/2022
Monument Engineering Group Associates Formerly Ingersoll, Watson & McMachen, Inc. 1209 East Milham Road • Suite B • Portage, Michigan 49002 • Phone 269 344-6165		SHEET: 4 JOB No.: 36676-3

- 1) CONTRACTOR SHALL NOTIFY MISS DIG AT 1-800-482-7171 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 2) LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST ON THIS SITE WHICH ARE NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES ON SITE, WHETHER SHOWN ON THESE PLANS OR NOT.
- 3) CONTRACTOR SHALL PROVIDE ALL SIGNS, FENCING, LIGHTS, BARRICADES, ETC. NECESSARY TO PROVIDE FOR PUBLIC SAFETY DURING CONSTRUCTION.
- 4) REQUESTS FOR CHANGES SHALL BE DIRECTED TO THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO THEIR ACTUAL NEED.
- 5) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES FOR THE PROTECTION AND/OR RELOCATION OF EXISTING UTILITIES.
- 6) ALL MATERIALS PLACED DURING CONSTRUCTION SHALL BE IN NEW CONDITION, SHALL BE FREE FROM DEFECTS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY AND THEIR INSPECTOR.
- 7) ALL CONSTRUCTION SHALL BE SUBJECT TO CONSTRUCTION INSPECTION BY OWNER, OWNER'S REPRESENTATIVE, AND THE CITY OF PORTAGE.
- 8) ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON USGS DATUM AS PROMULGATED WITHIN THE CITY OF PORTAGE.
- 9) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS.
- 10) A SOIL EROSION CONTROL PERMIT NEEDS TO BE OBTAINED PRIOR TO THE COMMENCEMENT OF ANY GRADING ACTIVITIES.

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

- 1) ALL 8" OR 10" WATER MAIN SHALL BE AWWA C151, CLASS 52 DUCTILE IRON PIPE. ALL 12" WATER MAIN SHALL BE AWWA C151, CLASS 53 DUCTILE IRON PIPE. ALL PIPE SHALL HAVE CEMENT LINING TO PREVENT LEAKS AND CORROSION. SEE SECTION 02050 FOR PORTAGE STANDARD SPECIFICATIONS (AVAILABLE AT CITY OF PORTAGE WEBSITE: www.portagegm.gov).
- 2) ALL WATER MAIN CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY A CITY OF PORTAGE APPROVED INSPECTOR.
- 3) MINIMUM 5'-0" AND MAXIMUM 6'-0" OF COVER OVER NEW WATER MAIN PIPE IS REQUIRED ONCE FINAL SITE GRADING IS COMPLETE.
- 4) WATER SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTAGE STANDARD DETAIL 50-145, HYDRANT ASSEMBLY LOCATION AND METER BOX INSTALLATIONS. PLUMBING PERMIT REQUIRED.
- 5) HYDRANT ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTAGE STANDARD DETAIL 50-144, AUXILIARY VALVE LOCATION.
- 6) HYDRANT CHAINS SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTAGE STANDARD DETAIL 50-145, STANDARD HYDRANT SIGN.

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

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



NOTES:

1) CONCRETE SHALL BE MDOT GRADES 35P OR 35S, AND MEET THE FOLLOWING REQUIREMENTS:

- * ALL AGGREGATES SHALL BE LIMESTONE OR SLAG MATERIAL
- * ENTRAINED AIR, 6 TO 8 PERCENT
- * COMPRESSIVE STRENGTH AT 28 DAYS = 6500 P.S.I.
- * SLUMP = 1.5 TO 3 INCHES
- * MODULUS OF RUPTURE AT 28 DAYS = 3500 P.S.I.
- * MINIMUM PORTLAND CEMENT CONTENT = 5.50 SACKS PER CUBIC YARD

2) EXPANSION JOINTS SHALL BE PLACED AT SPRING POINTS AND UNIFORM INTERVALS OF NOT MORE THAN 100 FEET.

3) PLANE OF WEAKNESS JOINTS SHALL BE PLACED AT UNIFORM INTERVALS. JOINTS IN IRREGULAR SECTIONS SHALL NOT BE LESS THAN EIGHT (8) FEET.

4) CONCRETE SHALL BE CURED IN A MANNER APPROVED BY THE CITY OF PORTAGE.

5) SEE RELATED CITY OF PORTAGE STANDARD DETAILS: 50-113, STANDARD CURB



NOTES:

- 1) CONCRETE SHALL BE MDOT GRADES 35P OR 35S, AND MEET THE FOLLOWING REQUIREMENTS:
 - * ALL AGGREGATES SHALL BE LIMESTONE OR SLAG MATERIAL
 - * ENTRAINED AIR = 6 TO 8 PERCENT
 - * COMPRESSIVE STRENGTH AT 28 DAYS = 3500 P.S.I.
 - * SLUMP = 1.5 TO 3 INCHES
 - * MODULUS OF RUPTURE AT 28 DAYS = 650 P.S.I.
 - * MINIMUM PORTLAND CEMENT CONTENT = 5.50 SACKS PER CUBIC YARD
- 2) ONE (1) INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF NOT MORE THAN 50 FEET.
- 3) FILLER WEAKNESS JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF FOUR (4) FEET.
- 4) ALL JOINTS SHALL BE CONSTRUCTED AT RIGHT ANGLES TO THE CENTERLINE OF THE WALK.
- 5) ALL EDGES AND JOINTS SHALL BE PROPERLY TOOLED.
- 6) THE SURFACE SHALL BE FINISHED WITH A WOOD FLOAT OR BRUSH TO PROVIDE A NON-SLIP SURFACE.
- 7) CONCRETE SHALL BE CURED IN A MANNER APPROVED BY THE CITY OF PORTLAND.
- 8) WALK WITHIN DRIVEWAY AREAS SHALL BE SIX (6) INCHES THICK.
- 9) SEE RELATED CITY OF PORTLAND STANDARD DETAILS:
 - SD-117, RESIDENTIAL DRIVEWAY WITH CURBED LOCAL STREET
 - SD-119, RAMPED SIDEWALK TYPE 1 DETAIL



NOTES:

- 1) 4" x 4" RISER MARKER STAKE REQUIRED AT EACH RISER LOCATION.
- 2) BEDDING AND COMPACTION SHALL BE PER CITY STANDARD SPECIFICATIONS.
- 3) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
SD-110, SANITARY SEWER STANDARD HOUSE CONNECTIONS
(PROPERTY LINE RISER)
- 4) MAIN LINE RISERS REQUIRED WHEN DEPTH OF SEWER MAIN IS 15' OR GREATER.



NOTES:

- 1) STRUCTURE SHALL HAVE A 2 FOOT SUMP UNLESS SLOPE OF OUTLET PIPE EQUALS OR EXCEEDS THREE (3) PERCENT.
- 2) HEIGHT OF STRUCTURES WILL VARY BUT SHALL NOT EXCEED FIVE (5.0) FEET.
- 3) STRUCTURES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478.
- 4) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
 - SD-102, 24" CATCH BASIN
 - SD-103, STANDARD CURB INLET CASTING
 - SD-104, STANDARD DROP CURB INLET CASTING



- NOTES:
- 1) MANHOLE STRUCTURES SHALL NOT HAVE A SUMP AND SHALL REQUIRE EJWJ #1040A CASTING WITH CITY OF PORTAGE LOGO PER CITY STANDARDS.
- 2) HEIGHT OF STRUCTURES WILL VARY.
- 3) STRUCTURES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478.
- 4) SOIL STRUCTURES SHALL HAVE TO BE ENGRAVED TO ACCOMMODATE PIPES AND RESILIENT CONNECTORS. STRUCTURAL DIMENSIONS FOR LARGER DIAMETER STRUCTURES SHALL CONFORM TO ASTM C-478.
- 5) MANHOLE STEPS SHALL BE EJWJ #8501 OR EQUIVALENT.
- 6) INSTALL STEPS AFTER STRUCTURE IS IN PLACE TO INSURE STEPS ARE LOCATED UNDER OPENING TOP OF STRUCTURE. THERE SHALL BE NO MORE THAN 24 INCHES FROM TOP OF CASTING TO BOTTOM STEP SHALL BE NO MORE THAN 24 INCHES FROM BENCH/BOTTOM OF STRUCTURE.
- 7) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
 - SD-101, STANDARD 48" DRAINAGE STRUCTURE
 - SD-103, STANDARD CURB INLET CASTING
 - SD-104, STANDARD DROP CURB INLET CASTING
 - SD-108, STANDARD MANHOLE STEP



NOTES:

NO SCALE

- (1) HEIGHT OF STRUCTURES WILL VARY.
- (2) STRUCTURES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478 WITH O-RING RUBBER GASKET TYPE JOINTS, ASTM C-443. RUBBER GASKETS SHALL NOT BE REMOVED.
- (3) INSTALL STEPS AFTER STRUCTURE IS IN PLACE, IF NECESSARY, TO INSURE STEPS ARE LOOSE AND OPEN UNDER OPERATING LOADS. TOP STEP SHALL BE NO MORE THAN 24 INCHES FROM TOP CASTING. BOTTOM STEP SHALL BE NO MORE THAN 24 INCHES FROM BENCH.

SEE RELATED CITY OF PORTAGE STANDARD DETAILS:

- SD-109, STANDARD MANHOLE
- SD-106, SANITARY SEWER STANDARD MANHOLE CASTING
- SD-107, SANITARY SEWER PRESSURE-TIGHT MANHOLE CASTING
- SD-108, STANDARD MANHOLE STEP



UTILITY TRENCH DETAIL

NOTES:

- 1) LARGE ROCKS, BOULDERS, AND STONES OVER ONE (1.0) INCH IN DIAMETER SHALL BE REMOVED TO PROVIDE A CLEARANCE OF SIX (6) INCHES (MIN.) FROM ANY PART OF THE PAVEMENT.
- 2) ALL EMBEDMENT AND BACKFILL MATERIALS SHALL BE FREE FROM FROZEN EARTH, ICE, SNOW, TOPSOIL, MUCK, CINDERS, ASHES, REFUSE, ORGANIC MATTER, BOULDERS, ROCKS, OR OTHER MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE.
- 3) EMBEDMENT MATERIAL SHALL BE GRANULAR MATERIAL WITH MAXIMUM PARTICLE SIZE OF 1.0" COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED PROCTOR METHOD.
- 4) BACKFILL MATERIAL UNDER PAVEMENT AREAS AND AREAS WITHIN TRENCH INFLUENCE OF CURB OR GUTTER SHALL BE GRANULAR MATERIAL COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED PROCTOR METHOD.
- 5) BACKFILL MATERIAL FOR PIPE TRENCHES NOT UNDER PAVEMENT AREAS AND AREAS OUTSIDE OF TRENCH INFLUENCE MAY BE NONGRANULAR NATIVE MATERIAL WHICH, IN THE OPINION OF THE ENGINEER, IS ADEQUATE MATERIAL, AND IS FREE FROM FROZEN EARTH, ICE, SNOW, TOPSOIL, MUCK, CINDERS, ASHES, REFUSE, ORGANIC MATTER, BOULDERS, ROCKS, OR OTHER MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE.
- 6) BACKFILL MATERIAL MAY BE PLACED, SPREAD, AND COMPACTED WITH EQUIPMENT OPERATED LONGITUDINALLY ALONG THE PIPE LINE. PUSHING MATERIAL INTO THE TRENCH FROM THE SIDE WITHOUT LONGITUDINAL SPREADING AND COMPACTION SHALL NOT BE ALLOWED.
- 7) SEE RELATED CITY OF PORTLAND STANDARD DETAIL:
SD-122, STANDARD TRENCH DETAIL.

ALSO SEE CITY OF PORTAGE STANDARD DETAILS:

- SD-106 SANITARY SEWER STANDARD MANHOLE CASTING
- SD-117 RESIDENTIAL DRIVEWAY APPROACH WITH CURBED STREET
- SD-119A RAMPED SIDEWALK DETAIL
- SD-144 TYPICAL FIRE HYDRANT ASSEMBLY
- SD-145A STANDARD HYDRANT SIGN
- SD-153 TYPICAL SERVICE LINE AND METER BOX INSTALLATIONS
- SD-153A CURB STOP CONNECTION & FINAL SETTING OF CURB BOX
- SD-168 STANDARD TRENCH DETAIL FOR DUCTILE IRON WATER MAIN

CONSTRUCTION DETAILS & NOTES PHASE 3 OF "PENNRIDGE TRAIL" PART OF THE NE 1/4 OF SEC. 32, T3S, R11W, CITY OF PORTAGE, KALAMAZOO CNTY., MICHIGAN		DATE: 4/06/2022
MONUMENT ENGINEERING GROUP ASSOC., INC. Formerly Ingersoll, Watson & McEachen, Inc. 1209 East Milham Road, Suite B • Portage, Michigan 49002 • Phone 269 344-6165		SHEET: 5
		JOB No.: 36676-3



NOTE: CONTRACTOR SHALL SPECIFY UNDERCUTTING PROVISIONS AND PRICES WITHIN BID.

NOTE: COMPACTED MATERIAL SHALL BE COMPACTED TO 95 PERCENT OF MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED PROCTOR METHOD.



TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Accept the Brownfield Redevelopment Plan for Kotobuki Seating at 5200 S. Sprinkle Road

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development
Andrew Falkenberg, Deputy City Assessor

ACTION RECOMMENDED: Accept the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 9, Kotobuki Seating, 5200 S. Sprinkle Road, and set a Public Hearing for July 26, 2022; and subsequent to the public hearing, consider approving the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 9, Kotobuki Seating, 5200 S. Sprinkle Road.

I. INTRODUCTION

The Brownfield Redevelopment Financing Act (PA 381 of 1996, as amended) ("Act") allows a city, village, township or county to establish a Brownfield Redevelopment Program for the purposes of facilitating the reuse of contaminated, blighted or functionally obsolete properties. Per the resolution adopted by the City Council in July 2001, the City of Portage Brownfield Redevelopment Program was established to facilitate reuse of environmentally distressed, functionally obsolete, and/or blighted buildings and property in the community. This economic development program is intended to place vacant and/or underutilized/blighted properties back into productive use, fostering reinvestment in the city and, also, discouraging sprawl development.

[Kotobuki Seating, Inc.](#) ("Kotobuki") proposes to add a new 32,000-square-foot manufacturing building on a parcel of land located at 5200 S. Sprinkle Road in the City of Portage. Kotobuki is requesting to utilize tax increment financing for reimbursement of eligible expenses related to this project. As discussed below, Kotobuki's Brownfield Redevelopment Plan Application is eligible for tax increment financing under the Act.

To date, this application has undergone review by the Administration, the City's brownfield counsel Elliott Berlin (Varnum LLP), and the Brownfield Redevelopment Authority who met on May 4, 2022 to review this application and voted unanimously to recommend this to City Council.

II. PROPOSED BROWNFIELD REDEVELOPMENT PLAN

Attached is a copy of the Kotobuki Brownfield Plan. The subject property consists of one irregular-shaped parcel of land occupying approximately 8.6 acres. The subject property is partially developed, consisting of a 35,360-square-foot office interiors distribution center and a vacant, blighted car wash. The subject property was declared blighted by the Portage City Council by a resolution on December 7,

2021, and thus is an “eligible property” under the Act (see Exhibit A, Attachment E).

Kotobuki proposes to add a new 32,000-square-foot manufacturing building as an addition to the existing building to create a manufacturing campus for Kotobuki. The total capital investment of the project is expected to be approximately \$5.5 million.

- This project will include improvements to public infrastructure and landscaping on the subject property, and the removal of a blighted former car wash immediately to the north of the existing structure, which currently acts as an attractive nuisance to children and contains evidence of graffiti, vandalism, and drug use and other illegal activity, to prepare the land for the new build.
- This project will result in approximately 50 new jobs in the manufacturing district in the City of Portage. These new jobs will include managers, supervisors, engineers, sales, production, fabrication, IT, finance, assembly, and warehousing jobs.
- The expected starting wage for unskilled labor is \$15.00 to \$18.00 per hour and for skilled factory labor \$19.00 to \$24.00 per hour.

Eligible activities associated with the site remediation efforts proposed to be funded through state and local tax reimbursement include the following:

Department of Environment, Great Lakes and Energy (EGLE) Eligible Activities

- Phase 1 Environmental Assessment
- Pre-Demo Hazardous Materials/Lead/Mold/Asbestos Survey

Local Tax Capture Only Activities

- Demolition: building demolition, removal of abandoned utilities, other site demolition, and soft costs
- Site Preparation: geotechnical engineering and staking
- Lead and asbestos abatement and hazardous materials removal
- Public Infrastructure Improvements: water main relocation, urban stormwater management systems (traditional), soft costs
- Brownfield Plan preparation

Because the City of Portage is a “qualified local unit of government”, certain non-environmental costs can be reimbursed through a brownfield plan. Kotobuki's Brownfield Plan includes non-environmental eligible costs for public infrastructure improvements, asbestos abatement, universal waste removal, and building and site demolition.

Kotobuki's Brownfield Plan includes capture of school taxes only to cover statutorily approved activities, and therefore Kotobuki has indicated that they do not intend to submit an Act 381 Work Plan for approval by the Michigan's Department of Environment, Great Lakes, and Energy ("EGLE") and/or the Michigan Economic Development Corporation ("MEDC"). Statutorily approved activities for which Kotobuki intends to seek reimbursement from school taxes include a Phase 1 Environmental Assessment and a Pre-Demo Hazardous Materials/Lead/Mold/Asbestos Survey.

As shown in Table 3 in the Brownfield Plan, the estimated cost to complete all eligible activities including contingencies is \$461,825. In addition, the Brownfield Plan proposes to capture \$38,781 for

Authority administrative cost, \$3,900 for the State Brownfield Redevelopment Fund, and \$289,015 for the Local Brownfield Revolving Fund. Capture of tax increment revenue for the LBRF involves an additional five years after the developer reimbursement period. The City of Portage Brownfield Redevelopment Incentive Policy states that capture of tax increment revenue is limited to 15 years, but the City Council may grant a TIF capture period that exceeds 15 years but is not longer than 30. This plan proposes a total of 17 years of tax capture.

III. ANALYSIS

The amounts shown below are the estimated revenues that will not be available to the taxing units. These numbers may be adjusted by changes in millage rates or taxable values during the capture period for the Plan.

First year estimated forgone revenue for the Plan:

- City of Portage – \$13,832
- County – \$10,184
- CCTA/KCTA - \$1,381
- KRESA – \$7,818
- KVCC – \$3,629
- Library – \$2,593
- School Operating & SET – \$31,111

Total estimated forgone revenue during the capture period (17 years) for the Plan:

- City of Portage – \$272,029
- County – \$191,408
- CCTA/KCTA - \$27,162
- KRESA – \$153,763
- KVCC – \$71,377
- Library – \$50,993
- School Operating & SET – \$31,111

IV. CONCLUSION

Kotobuki's Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act. Notwithstanding the above, approval of any Brownfield Redevelopment Plan Application is discretionary, and the ultimate decision to approve, or deny, an application lies with the Brownfield Redevelopment Authority ("Authority") and City Council (MCL § 125.2657). Though each plan is unique, the Council should generally consider the following when evaluating each plan:

- Job Creation (quality of the jobs created by a plan)
- Investment (how much it will cost to implement a plan)
- Location (whether a plan is in a blighted area where the Authority seeks redevelopment, and whether the proposed use is consistent with zoning and urban planning)
- Project Type (whether the plan is a project that the City wants to encourage in the community).

Along with the above considerations, the City of Portage Brownfield Redevelopment Incentive Policy ("Policy") lists a number of factors for the Council to consider. As explained in the Policy, the City Council will use the following criteria when reviewing applications:

- The plan will facilitate environmental clean-up to accepted State of Michigan standards and the productive reuse of one or more distressed properties.
- The plan will facilitate the demolition and removal of a functionally obsolete building and site conditions, or a blighted building and site condition.
- The plan involves property that is zoned for office, business or industrial use and/or is planned for office, business or industrial use in the Portage Comprehensive Plan.
- The financial incentives to be provided for the plan will not result in the impairment of the operation or the financial soundness of any affective taxing unit.
- A public purpose will be served (expanded tax base, additional employment, income and capital investment in the community).
- The plan will provide for an expansion of the employment base in the community.
- The plan's proposed facilities will be compatible with the present and future requirements for city services such as roads, utilities, and public safety.
- The applicant meets current financial obligations to the city, is in compliance with all applicable state and city codes and ordinances and has no pending or current litigation against the City.

V. RECOMMENDATION

The Brownfield Redevelopment Authority reviewed and unanimously recommended this application be forwarded to City Council through a formal vote on May 4, 2022. It is therefore recommended that the Council accept the Kotobuki Seating, Inc Brownfield Redevelopment Plan (Plan Amendment No. 9) and accompanying Development Agreement, and set a public hearing for July 26, 2022.

FUNDING: Not applicable.

- Attachments:**
1. DRAFT Brownfield Redevelopment Authority meeting minutes 05 04 2022
 2. Kotobuki Seating Inc. Brownfield Plan Dated 05 01 2022
 3. Kotobuki Seating Inc. Brownfield Reimbursement Agreement
 4. City Council Resolution for Brownfield Redevelopment Plan Amendment No. 9, Kotobuki Seating, Inc.
 5. Kotobuki Seating Inc. Resolution of Eligible Brownfield Property Adopted 12 07 2021

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY

Wednesday May 4, 2022

8:30AM Portage

City Hall Conference Room 1

The City of Portage Brownfield Redevelopment Authority meeting of May 4, 2022 was called to order by Chair Barker at 8:35am.

In Attendance

Elliott Berlin, City Brownfield Attorney]

Andrew Falkenberg, Deputy Assessor

Kelly Peterson, Director of Community Development

Introductions

Introductions of Authority members, staff, applicants, and members of the public in attendance at the meeting were conducted.

Roll Call

Ms. Peterson called the roll: Chair Barker (yes); Vice Chair Alburtus (excused); Secretary/Treasurer Lenehan (excused); Mr. Lewandowski (yes); Mr. Herberg (yes); Mr. Galin (yes); Mr. Monroe (yes); Mr. Vomastek (yes); Mr. Campbell (yes).

Approval of Minutes

Motion by Mr. Herberger to approve the BRA Meeting Minutes of June 18, 2020. The motion was seconded by Mr. Monroe. Motion carried 7-0.

New Business

A voting quorum at the meeting was confirmed by Chair Barker, who introduced the first item and turned over the floor to City Attorney Berlin for an overview of the applications.

Attorney Berlin presented an overview of the Kotobuki Seating, Inc. Brownfield Plan proposed for 5200 S. Sprinkle Road, confirming legal compliance and reviewing key figures of the proposed plan, reminding the Authority of the City's Brownfield Redevelopment Incentive Policy including evaluation criteria and recommendation process. Applicant, Mr. Hal Thomas (President of Kotobuki Seating International/CEO of Interkal Spectator Seating) answered Authority member questions about the property, ownership structure, project phasing and an overview of the business history and current activities of Kotobuki Seating, Inc. Additional questions were asked of the applicant regarding the size of building, timing of the project, and exterior site design, who provided responses and clarifications to the Authority.

Following this series of questions and answers between the Authority members and applicant, Chair Barker called for a vote. Mr. Galin made a motion to approve the application as presented. Chair Barker seconded the motion. The Authority voted 7-0 to recommend the the brownfield application for Kotobuki Seating, Inc. to the City Council.

Attorney Berlin then presented an overview of the IPUSA Partners Brownfield Plan for 801 E. Milham, confirming legal compliance and reviewing key figures of the proposed plan, reminding the Authority of the City's Brownfield Redevelopment Incentive Policy including evaluation criteria and recommendation process. The applicant's representative, Mr. Joe Agostinelli (Agostinelli Advisors) provided the Authority with additional information about the project, the ownership structure of IPUSA, describing it as a joint venture between Clark Logic and Great Lakes Capital who manage speculative building space in southwest Michigan and northwest Indiana, and detailing the statewide need for large warehouse space that is currently unmet.

Mr. Agostinelli confirmed that the project is speculative in nature, and that discussions are ongoing with potential tenants but that as of the meeting date, no letters of intent or leases had been signed. Authority members broached questions to Mr. Agostinelli about site access, traffic concerns, and neighborhood buffer issues. Staff confirmed that site plan access issues will be addressed through the site plan review process still underway, and that a traffic impact study would be required to address site access issues. It was also confirmed that the financing for the project is entirely private equity. Additional queries by the Authority members were made to the applicant representative about site history and contamination.

Chair Barker reviewed the evaluation criteria with the Authority, noting it was difficult to gauge the impact to jobs for the City, based on the application; presented questions about interest as an eligible activity, which Attorney Berlin confirmed was consistent with the City policy, depreciation, and tax captures. Discussion was held among Authority members. Mr. Vomstack inquired if the next step was for the application to be presented to the City Council and noted that the financial impact was much greater on the City than the schools as presented in the application. Additional questions and discussion were offered by the Authority members regarding site access, circulation, proximity to the railroad tracks, and buildable floor area.

Mr. Lewandowski inquired about the timing of the project. Mr. Agostinelli advised that the applicant hopes to break ground 30 days after all City approvals and permits are issued, and that the urgency of the project is related by a desire to have the project in place by Spring 2023. Chair Barker inquired how the project was intended to help correct areas with environmental damage if the intent is to build on top of the contamination. Mr. Campbell, speaking from his professional expertise as a geologist, was able to advise that the low concentration of heavy metals (such as zinc) found on site wouldn't migrate a significant distance (versus PFAS by comparison) or create exposure issues to drinking water. Additionally, he noted there are no wells on the site, the site accesses city water.

Mr. Vomastek moved to approve the application as presented. Mr. Monroe seconded the motion. The Authority voted 7-0 to recommend the application to the City Council.

Old Business

None

Adjournment

There being no further business to come before the Authority, Chair Barker requested a motion to adjourn the meeting. A motion was made by Mr. Lewandowski and was seconded by Mr. Vomastek. The Authority voted 7-0 to adjourn the meeting.

Respectfully submitted,

K. Peterson
Director of Community Development

T:\COMMDEV\2021 2022 Department Files\Board Files\Brownfield\May 4, 2022 BRA Meeting\DRAFT Brownfield Redevelopment Authority meeting minutes 05 04 2022.docx



ACT 381 BROWNFIELD PLAN

**KOTOBUKI SEATING, INC.
5200 S SPRINKLE ROAD
PORTAGE, MI 49002**

**FOR:
CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY**

MAY 1, 2022

Recommended for approval by the Brownfield Redevelopment Authority on: _____

Approved by the governing body of the local jurisdiction on: _____

Prepared by:

**ENVIROLOGIC TECHNOLOGIES, INC.
2960 INTERSTATE PARKWAY
KALAMAZOO, MI 49048
(269) 342-1100**

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EXHIBITS

FIGURES

FIGURE 1: *Location Map of the Eligible Property*

FIGURE 2: *Site Plan*

TABLE

TABLE 1: *Summary of Eligible Costs*

TABLE 2: *Total Captured Incremental Taxes Estimates*

TABLE 3: *Estimated Reimbursement Schedule*

ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Envirologic has prepared this Act 381 Brownfield Plan on the behalf of the City of Portage Brownfield Redevelopment Authority for a single parcel of land located on the corner of Meredith and Sprinkle Road (Figure 1). This project will add a new 32,000-square-foot manufacturing building to create a manufacturing campus for Kotobuki Seating, Inc. (KSI). This new building will be built as an addition to an existing 35,360-square-foot warehouse building that will be retained and updated. This project will also include the removal of a blighted former car wash immediately north of the existing structure to prepare the land for the new build. Frontage on both Sprinkle and Meredith will be improved with walking paths, drives, and landscaping.

This project will result in approximately 50 new jobs in the manufacturing district in the City of Portage. These new jobs will include managers, supervisors, engineers, sales, production, fabrication, IT, finance, assembly, and warehousing jobs. The expected starting wage for unskilled labor is \$15.00 to \$18.00 per hour and for skilled factory labor \$19.00 to \$24.00 per hour. KSI uses competitive wage studies to establish wages for non-production jobs which will be competitively paid by what the surveys show to be the median in the Midwest. KSI will offer fully competitive benefit plans, and the cost to the employees will be below the national average. Capital investment is expected to be \$5.5 million. The project is intended to start in 2022 with the demolition of the car wash and to be completed in 2023.

Overall, this project is set to serve a public purpose to the City of Portage, expanding the tax base, adding jobs to the manufacturing district, investing significant capital into the community, improving public infrastructure, and removing a blighted structure. The Project Site has been declared blighted by the governing body and thus is an “eligible property” under the Act 381. This is based on evidence of vandalism, graffiti, and physical damage to the property which renders the property an attractive nuisance to children because of its physical condition. Evidence of drug use and other illegal activity renders the property dangerous to the safety of persons or property. The utilities serving the property have been destroyed or damaged by vandalism, and the building has no functional building systems (i.e., power, water, or sewer). The Resolution declaring the property blighted is attached (Attachment E).

The subject property consists of one irregular-shaped parcel of land occupying approximately 8.6 acres. The property is partially developed, consisting of a 35,360-square-foot office interiors distribution center and a vacant car wash which will be demolished. The remainder of the property consists of undeveloped land which will become part of the new manufacturing campus, along with concrete walking paths, drives, and landscaping which will be maintained and improved.

1.2 Eligible Property Information

The following parcel of property is subject to this Plan:

Parcel ID 00001-010-Q
5200 S Sprinkle Road, Portage, Michigan 49002
approximately 8.6 acres

The Project Site consists of one parcel of land. The site has been declared blighted by the governing body and thus is an “eligible property” under the Act.

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

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

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by Kotobuki Seating, Inc. (KSI). Tax increment revenues will be captured for reimbursement from local tax increment revenues. School taxes will only be captured to cover statutorily approved activities. Preparation of an Act 381 Brownfield Plan for the approval of school tax capture is not anticipated.

Eligible activities that are statutorily eligible for reimbursement with both local and school tax increment revenues include the Phase I Environmental Site Assessment (ESA) and Pre-Demolition Hazardous Materials Building Survey. All other eligible costs will be reimbursed with only local tax increment revenues. Specific costs to be paid for with tax increment revenues are detailed in Table 1 and described below. These are necessary activities and costs to allow the project to move forward and remedy the blighted conditions of the property.

Eligible costs for reimbursement include Pre-Approved Activities, which consist of a Phase I ESA and Pre-Demolition Hazardous Materials Building Survey. The Phase I ESA was conducted at a cost of approximately \$3,000. The Pre-Demolition Hazardous Materials Building Survey was conducted to identify asbestos-containing materials that may be required to be abated prior to renovation activities, as well as to identify if lead-based paint is present to assist with worker safety procedures and disposal requirements. The Pre-Demolition Hazardous Materials Building Survey was completed at an approximate cost of \$4,000.

The project includes “non-environmental costs” that are eligible for reimbursement through the Brownfield Plan. Specific non-environmental eligible costs include public infrastructure improvements, asbestos abatement costs, universal waste removal, and building and site demolition.

Public infrastructure improvements include water main relocation and related soft costs such as engineering, design, legal, and other professional. The anticipated cost for the water main relocation is \$135,000, and soft costs are \$35,000. Relocation of the water main and related soft costs are necessary to make the site developable. Public

infrastructure improvements also include urban stormwater management systems, which is anticipated to cost \$40,000.

The anticipated cost for asbestos abatement, inclusive of disposal and air monitoring, and hazardous materials/universal waste collection and disposal is \$15,000. Asbestos abatement and related costs are necessary as part of the demolition of the blighted building.

Eligible activities as part of building demolition consist of whole building demolition for the car wash, interior demolition at the existing warehouse building, and disposal costs. Costs for building demolition are anticipated to be \$50,000 and are necessary to remove blight.

Site demolition may include the removal of abandoned utilities, pavement, sidewalk, or other related structures, disposal costs, and soft costs such as engineering, design, legal, and other professional. Removal of abandoned utilities is estimated at \$15,000, and other site demolition costs are estimated at \$40,000. Soft costs related to site demolition are estimated at \$5,500.

Site preparation includes geotechnical engineering, estimated at \$15,000, and construction staking, estimated at \$35,000. These costs are necessary for the removal of blight, watermain relocation, and preparation for future development.

Development of the Brownfield Plan is also an eligible activity, estimated at a proposed cost of \$10,000. Plan preparation costs were/will be incurred by Kotobuki Seating, Inc. and include fees, Plan preparation, communications and meetings, and other professional services needed for the preparation, adoption, and submittal of the Brownfield Plan.

Contingency costs of 15% on eligible activities that have yet to be completed are also included as an eligible expense in this Brownfield Plan and are estimated at \$59,325.

The total potential brownfield eligible activity costs to be incurred by the Developer, including contingencies, are estimated at \$461,825. Eligible costs are detailed in Table 1.

In addition to Developer costs, the Administrative Cost of the Authority is an eligible activity. This cost is calculated at 5% of the available local tax increment annually and over the life of this Plan is estimated to be \$38,781.

2.2 Summary of Eligible Activities

Eligible costs for reimbursement include Pre-Approved Activities, which consist of a Phase I ESA and Pre-Demolition Hazardous Materials Building Survey. Non-environmental eligible costs include public infrastructure improvements, asbestos abatement costs, universal waste removal, and building and site demolition. Infrastructure improvement related to the watermain relocation is an eligible activity

and also includes soft costs related to the eligible activity. Public infrastructure improvement includes geotechnical engineering and staking costs, which are eligible activities. The construction of a new urban stormwater management system is an eligible public infrastructure improvement. Costs for asbestos abatement are inclusive of disposal and air monitoring. Eligible activities related to building demolition consists of whole building demolition, interior demolition, removal of utilities, disposal costs, and soft costs related to the eligible activity. Site demolition will include the removal of abandoned utilities, pavement, sidewalk, or other related structures, and disposal costs. The development of the Brownfield Plan, implementation of the Brownfield Plan, and contingencies are also eligible activities. These are necessary activities and costs to allow the project to move forward and remedy the blighted conditions of the property.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

Based on when this Plan is approved, the initial taxable value will be the 2022 value of \$1,123,500. The capture and reimbursement schedules are depicted in Tables 2 and 3.

Project activities will be initiated in 2022 with construction occurring throughout 2022. It is anticipated that the new construction will be completed in 2023. The first year that tax increment will be collected is 2024.

After completion of the project, the projected taxable value is estimated at \$2,423,500. Reimbursements will be made on the actual tax increment that is realized. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into a Local Brownfield Revolving Fund (LBRF) or an amount not to exceed the total cost of eligible activities. The Plan also includes a flat fee of 5% for administrative and operating expenses of the City of Portage Brownfield Redevelopment Authority. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

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

All eligible activities are being funded by the Developer.

No advances by the municipality have been made or are anticipated.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin capture of tax increment in 2024. This Plan will then remain in place until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the amount of eligible activities) is

complete or local tax capture reaches 15 years by policy (unless other agreements are made or 30 years by statute) whichever occurs sooner.

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

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Table 2.

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

The property subject to this Plan consists of one parcel that is approximately 8.6 acres in size and is located at 5200 S Sprinkle Road in the City of Portage, Michigan (property). The parcel I.D. for the subject property is 00001-010-Q. The property subject to this Brownfield Plan is the geographic property described herein and shown in Figure 2. Any change in address or parcel identification numbers will not affect the property subject to this Plan.

The legal description for the parcel is as follows:

5200 S Sprinkle Road (00001-010-Q)

SEC 1-3-11 COM NE COR SEC 1, TH W 63.78 FT TO THE W LINE OF SPRINKLE RD AS EXTENDED, TH SWLY ALG SD W LINE 1661.24 FT TO A PT 500 FT NELY FROM CTR LI OF MEREDITH ST, TH N 33 DEG-27'-15" W 271.29 FT, TH W 271.91 FT TO CTR LI OF MEREDITH ST, TH S 500 FT ALG SD LI TO W LI OF SPRINKLE RD TH NELY 500 FT TO POB; ALSO INCLUDING SEC 1-3-11 COM AT INT OF NWLY ROW SPRINKLE RD & W LI E 1/2 NE 1/4 SEC 1, TH N ALG SD W LI 500 FT TO POB TH CON'T N ALG SD W LI 163 FT, TH N 89 DEG-34'-45" E 474.96 FT, TH S 54 DEG-12'-18" W 247.01 FT, TH S 6 DEG-01'-06" W 20.13 FT, TH S 89 DEG-34'-45" W 271.29 FT TO POB. RES N 15 FT IN COMMON WITH OTHERS FOR ROW. ALSO 30 FT WIDE PARCEL COM AT INT N ROW LI SPRINKLE RD & W LI MEREDITH RD, TH N 56 DEG-32'-45" E 500 FT FOR POB, TH N 33 DEG-27'-15" W 271.29 FT, TH N 6 DEG-01'-06" E 20.13 FT, TH N 54 DEG-12'-18" E 17.21 FT, TH S 33 DEG-27'-15" E 287.53 FT TO NWLY ROW SPRINKLE RD, TH S 56 DEG-32'-45" W ALG SD ROW 30 FT TO POB. RES ROW IN COMMON WITH ADJACENT PARCELS OVER 30 FT DRIVE TO SPRINKLE RD ALSO INCLUDING SEC 1-3-11 COM AT NE COR SEC 1, TH S 333 FT, TH W 362.35, TH S 40 FT, TH W 329.65 FT, TH S 410 FT TO POB, TH W 633 FT, TH S 164.63 FT, TH E 474.96 FT, TH N 54 DEG E 152.90 FT, TH N 40 DEG E 73.90 FT, TH N 44 DEG W 22.10 FT TO POB ALSO INCLUDING SEC 1-3-11 COM AT NE COR SEC 1, TH S 333 FT, TH W 362.35 FT, TH S 40 FT, TH W 329.65 FT, TH S 410 FT, TH S 44 DEG E 22.10 FT, TH S 40 DEG W 73.90 FT, TH S 54 DEG W 285.53 FT FOR POB, TH S 33 DEG E 291.50 FT TO WLY ROW LI OF SPRINKLE RD, TH S 56 DEG W ALG SD ROW 97.09 FT, TH N 33 DEG W 287.53 FT, TH N 54 DEG E 97.15 FT POB ALSO INCLUDING SEC 1, T 3 S, R11 W, COMM AT NE CORNER OF SD SEC 1; TH S 00° 23' 15" E ON E LN OF SD SEC 1 A DISTANCE OF 332.92 FT (RECORDED 333.00 FT); TH S 90° 00' 00" W PARALLEL WITH N LN OF SD SEC 1 A DISTANCE OF 361.94 FT (RECORDED 362.35 FT); TH S 00° 23' 15" E PARALLEL WITH SD E SEC LN 40.00 FT; TH S 90° 00'

00" W PARALLEL WITH SD N SEC LN 329.65 FT TO A POINT 633.00 FT E OF W LN OF E HALF OF NE FRACTIONAL QTR OF SD SEC 1; TH S 00° 23' 33" E (RECORDED S 00° 25' 15" E) PARALLEL WITH SD W LN 410.54 FT (RECORDED 410.00 FT); TH S 47° 25' 31" E (RECORDED S 44° 49' 39" E) 22.10 FT TO NWERLY LN OF A 30 FT WIDE GENERAL EASEMENT AND ROW GRANT PER LIBER 1180, PAGES 19 & 20; TH S 40° 57' 54" W (RECORDED S 40° 55' 18" W) ON SD NWERLY EASEMENT AND ROW LN 74.97 FT (RECORDED 73.90 FT); TH S 54° 12' 12" W (RECORDED S 54° 12' 18" W) ON SD NWERLY EASEMENT AND ROW LN 57.12 FT TO POB OF LAND HEREIN DESCRIBED; TH S 33° 35' 03" E 298.34 FT TO WERLY ROW LN OF S SPRINKLE ROAD; TH SWERLY 71.65 FT ON SD WERLY ROW LN AND ON A 1314.07 FOOT RADIUS CURVE TO RIGHT WHOSE CHORD BEARS S 54° 59' 06" W 71.64 FT; TH S 56° 32' 50" W (RECORDED S 56° 32' 45" W) ON SD WERLY ROW LN 156.84 FT; TH N 33° 31' 26" W 290.96 FT (RECORDED 33° 27' 15" W 291.50 FT) TO SD NWERLY EASEMENT AND ROW LN; TH N 54° 12' 12" E (RECORDED N 54° 12' 18" E) ON SD NWERLY EASEMENT AND ROW LN 228.33 FT TO POB.SPLIT/COMBINED ON 11/08/2021 FROM 00001-010-D, 00001-010-F, 00001-010-L, 00001-010-I, 00001-010-P;

The structure has been designated “blighted” as defined by the Brownfield Redevelopment Financing Act 381, MCL 125.2652(u), by the City of Portage governing body. Thus, the property meets the definition of an “eligible property” as defined by Public Act 381, the Brownfield Redevelopment Financing Act of 1996, as amended, based upon this “blighted” designation. A copy of the resolution declaring the property as blighted is provided in Attachment E. This Brownfield Plan does intend to capture tax increment revenues associated with personal property tax, if available.

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

Not applicable.

2.11 Provisions for Relocation Costs

Not applicable.

2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

Not applicable.

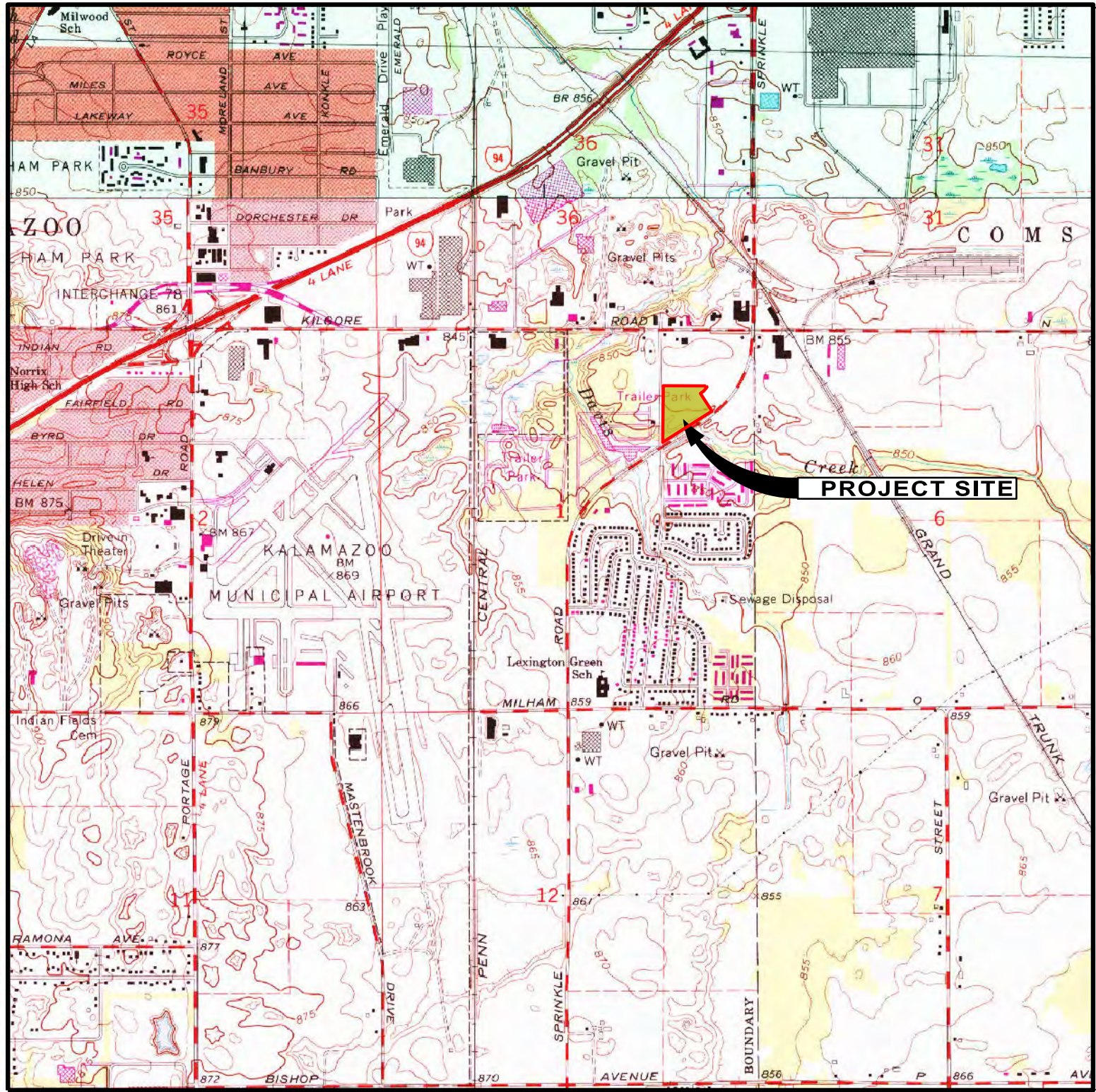
2.13 Other Material that the Authority or Governing Body Considers Pertinent

Not applicable.

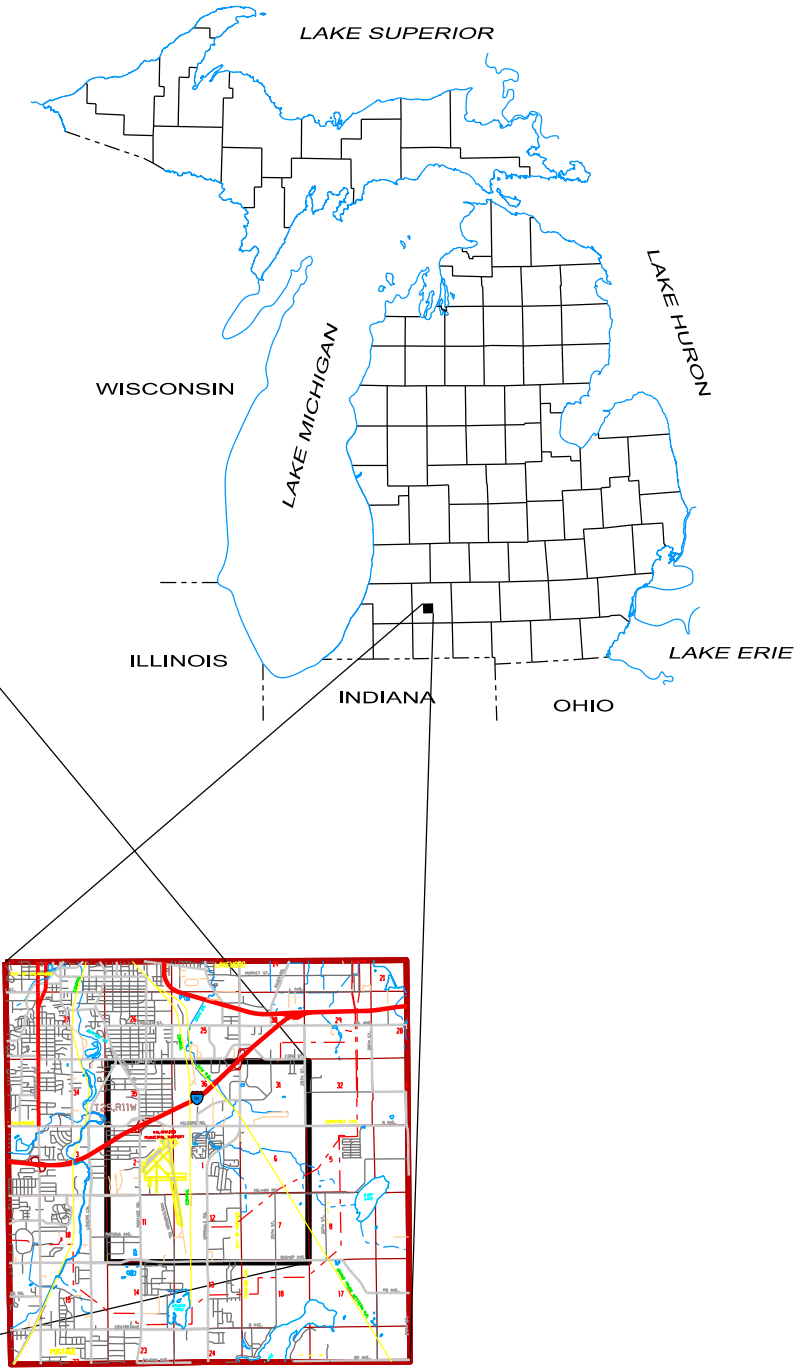
FIGURE 1

LOCATION MAP

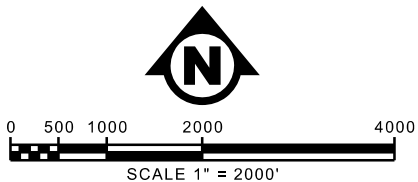




SOURCE: PORTAGE, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 3 S. R. 11 W.
 KALAMAZOO COUTNY
 PORTAGE, MICHIGAN





environmental consulting + services

2960 INTERSTATE PARKWAY
 KALAMAZOO, MICHIGAN 49048
 PH: (269) 342-1100 FAX: (269) 342-4945

FUTURE KOTOBUKI SEATING DEVELOPMENT

5200 S SPRINKLE RD
 PORTAGE, MI 49002

LOCATION MAP

PROJECT NO.
210071

FIGURE No.
1

FIGURE 2

SITE PLAN



SCALE 1" = 100'
0 50 100 200

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP
ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND
SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

FUTURE KOTOBUKI SEATING DEVELOPMENT

5200 S SPRINKLE RD
PORTAGE, MI 49002

SITE PLAN


envirollogic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
210071
FIGURE No.

2

TABLE 1
SUMMARY OF ELIGIBLE ACTIVITIES



EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities		
<i>Phase I Environmental Site Assessment</i>	\$3,000	2022
<i>Pre-Demo, Hazardous Material, Lead, Mold, and Asbestos Surveys</i>	\$4,000	2021
EGLE Eligible Activities Subtotal	\$7,000	
Contingency (0%)	\$0	
Interest (0%)	\$0	
Brownfield Plan and/or Work Plan Preparation	\$0	
Brownfield Plan and/or Work Plan Implementation	\$0	
EGLE Eligible Activities Total Costs	\$7,000	

MSF Eligible Activities Costs and Schedule		
MSF Eligible Activities	Cost	Completion Season/Year
Demolition Subtotal	\$50,000	2022–2023
<i>Building Demolition</i>	\$50,000	
Site Demolition	\$60,500	2022–2023
<i>Removal of Abandoned Utilities</i>	\$15,000	
<i>Other Site Demolition</i>	\$40,000	
<i>Soft Costs</i>	\$5,500	
Site Preparation	\$50,000	2022–2023
<i>Geotechnical Engineering</i>	\$15,000	
<i>Staking</i>	\$35,000	
Lead, Asbestos, Mold Abatement Subtotal	\$15,000	2022–2023
<i>Lead and Asbestos Abatement and Hazardous Materials Removal</i>	\$15,000	
Public Infrastructure Improvements Subtotal	\$210,000	2022–2023
<i>Water Main Relocation</i>	\$135,000	
<i>Urban Stormwater Management Systems (Traditional)</i>	\$40,000	
<i>Soft Costs</i>	\$35,000	
Brownfield Plan and/or Work Plan Preparation	\$10,000	2021–2022
MSF Eligible Activities Subtotal	\$395,500	
Contingency (15%)	\$59,325	
Interest (0%)	\$0	
MSF Eligible Activities Total Costs	\$454,825	
Eligible Activities (EGLE & MSF) Total Costs	\$461,825	

TABLE 2

TIF TABLE (TAX CAPTURE)

**Table 2 [2022 Initial Taxable Value]
Tax Increment Revenue Capture Estimates
Kotobuki Seating Inc.
5200 S Sprinkle Rd
Portage, Michigan
May 2022**

Estimated Taxable Value (TV) Increase Rate:		1% per year																	TOTAL
Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040		
*Base Taxable Value	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500	\$ 1,123,500		
Estimated New TV	\$ 2,423,500	\$ 2,447,735	\$ 2,472,212	\$ 2,496,934	\$ 2,521,904	\$ 2,547,123	\$ 2,572,594	\$ 2,598,320	\$ 2,624,303	\$ 2,650,546	\$ 2,677,052	\$ 2,703,822	\$ 2,730,860	\$ 2,758,169	\$ 2,785,751	\$ 2,813,608	\$ 2,841,744		
Incremental Difference (New TV - Base TV)	\$ 1,300,000	\$ 1,324,235	\$ 1,348,712	\$ 1,373,434	\$ 1,398,404	\$ 1,423,623	\$ 1,449,094	\$ 1,474,820	\$ 1,500,803	\$ 1,527,046	\$ 1,553,552	\$ 1,580,322	\$ 1,607,360	\$ 1,634,669	\$ 1,662,251	\$ 1,690,108	\$ 1,718,244	\$ 25,566,679	
School Capture	Millage Rate																		
State Education Tax (SET)	6.0000	\$ 7,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800	
School Operating Tax	17.9316	\$ 23,311	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,311	
School Total	23.9316	\$ 31,111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,111	
Local Capture	Millage Rate																		
City of Portage	10.6400	\$ 13,832	\$ 14,090	\$ 14,350	\$ 14,613	\$ 14,879	\$ 15,147	\$ 15,418	\$ 15,692	\$ 15,969	\$ 16,248	\$ 16,530	\$ 16,815	\$ 17,102	\$ 17,393	\$ 17,686	\$ 17,983	\$ 18,282	\$ 272,029
KVCC	2.7918	\$ 3,629	\$ 3,697	\$ 3,765	\$ 3,834	\$ 3,904	\$ 3,974	\$ 4,046	\$ 4,117	\$ 4,190	\$ 4,263	\$ 4,337	\$ 4,412	\$ 4,487	\$ 4,564	\$ 4,641	\$ 4,718	\$ 4,797	\$ 71,377
KRESA-ISD	6.0142	\$ 7,818	\$ 7,964	\$ 8,111	\$ 8,260	\$ 8,410	\$ 8,562	\$ 8,715	\$ 8,870	\$ 9,026	\$ 9,184	\$ 9,343	\$ 9,504	\$ 9,667	\$ 9,831	\$ 9,997	\$ 10,165	\$ 10,334	\$ 153,765
County Operating	4.6514	\$ 6,047	\$ 6,160	\$ 6,273	\$ 6,388	\$ 6,505	\$ 6,622	\$ 6,740	\$ 6,860	\$ 6,981	\$ 7,103	\$ 7,226	\$ 7,351	\$ 7,476	\$ 7,603	\$ 7,732	\$ 7,861	\$ 7,992	\$ 118,921
CCTA Transport	0.7500	\$ 975	\$ 993	\$ 1,012	\$ 1,030	\$ 1,049	\$ 1,068	\$ 1,087	\$ 1,106	\$ 1,126	\$ 1,145	\$ 1,165	\$ 1,185	\$ 1,206	\$ 1,226	\$ 1,247	\$ 1,268	\$ 1,289	\$ 19,175
KCTA Transport	0.3124	\$ 406	\$ 414	\$ 421	\$ 429	\$ 437	\$ 445	\$ 453	\$ 461	\$ 469	\$ 477	\$ 485	\$ 494	\$ 502	\$ 511	\$ 519	\$ 528	\$ 537	\$ 7,987
District Library	1.4959	\$ 1,945	\$ 1,981	\$ 2,018	\$ 2,055	\$ 2,092	\$ 2,130	\$ 2,168	\$ 2,206	\$ 2,245	\$ 2,284	\$ 2,324	\$ 2,364	\$ 2,404	\$ 2,445	\$ 2,487	\$ 2,528	\$ 2,570	\$ 38,245
Library Extra	0.4986	\$ 648	\$ 660	\$ 672	\$ 685	\$ 697	\$ 710	\$ 723	\$ 735	\$ 748	\$ 761	\$ 775	\$ 788	\$ 801	\$ 815	\$ 829	\$ 843	\$ 857	\$ 12,748
County Public Safety	1.4380	\$ 1,869	\$ 1,904	\$ 1,939	\$ 1,975	\$ 2,011	\$ 2,047	\$ 2,084	\$ 2,121	\$ 2,158	\$ 2,196	\$ 2,234	\$ 2,273	\$ 2,311	\$ 2,351	\$ 2,390	\$ 2,430	\$ 2,471	\$ 36,765
County Housing	0.7485	\$ 973	\$ 991	\$ 1,010	\$ 1,028	\$ 1,047	\$ 1,066	\$ 1,085	\$ 1,104	\$ 1,123	\$ 1,143	\$ 1,163	\$ 1,183	\$ 1,203	\$ 1,224	\$ 1,244	\$ 1,265	\$ 1,286	\$ 19,137
County Senior	0.3477	\$ 452	\$ 460	\$ 469	\$ 478	\$ 486	\$ 495	\$ 504	\$ 513	\$ 522	\$ 531	\$ 540	\$ 549	\$ 559	\$ 568	\$ 578	\$ 588	\$ 597	\$ 8,890
County 911	0.6487	\$ 843	\$ 859	\$ 875	\$ 891	\$ 907	\$ 924	\$ 940	\$ 957	\$ 974	\$ 991	\$ 1,008	\$ 1,025	\$ 1,043	\$ 1,060	\$ 1,078	\$ 1,096	\$ 1,115	\$ 16,585
Local Total	30.3372	\$ 39,438	\$ 40,174	\$ 40,916	\$ 41,666	\$ 42,424	\$ 43,189	\$ 43,961	\$ 44,742	\$ 45,530	\$ 46,326	\$ 47,130	\$ 47,943	\$ 48,763	\$ 49,591	\$ 50,428	\$ 51,273	\$ 52,127	\$ 775,621
Non-Capturable Millages	Millage Rate																		
School Debt Sinking Fund	0.9987	\$ 1,298	\$ 1,323	\$ 1,347	\$ 1,372	\$ 1,397	\$ 1,422	\$ 1,447	\$ 1,473	\$ 1,499	\$ 1,525	\$ 1,552	\$ 1,578	\$ 1,605	\$ 1,633	\$ 1,660	\$ 1,688	\$ 1,716	\$ 25,533
School Bldg Debt	5.0000	\$ 6,500	\$ 6,621	\$ 6,744	\$ 6,867	\$ 6,992	\$ 7,118	\$ 7,245	\$ 7,374	\$ 7,504	\$ 7,635	\$ 7,768	\$ 7,902	\$ 8,037	\$ 8,173	\$ 8,311	\$ 8,451	\$ 8,591	\$ 127,833
KRESA debt portion	0.9987	\$ 1,298	\$ 1,323	\$ 1,347	\$ 1,372	\$ 1,397	\$ 1,422	\$ 1,447	\$ 1,473	\$ 1,499	\$ 1,525	\$ 1,552	\$ 1,578	\$ 1,605	\$ 1,633	\$ 1,660	\$ 1,688	\$ 1,716	\$ 25,533
County Juv Home	0.1685	\$ 219	\$ 223	\$ 227	\$ 231	\$ 236	\$ 240	\$ 244	\$ 249	\$ 253	\$ 257	\$ 262	\$ 266	\$ 271	\$ 275	\$ 280	\$ 285	\$ 290	\$ 4,308
Total Non-Capturable Taxes	7.1659	\$ 9,316	\$ 9,489	\$ 9,665	\$ 9,842	\$ 10,021	\$ 10,202	\$ 10,384	\$ 10,568	\$ 10,755	\$ 10,943	\$ 11,133	\$ 11,324	\$ 11,518	\$ 11,714	\$ 11,912	\$ 12,111	\$ 12,313	\$ 183,208
Total Tax Increment Revenue (TIR) Available for Capture	\$	70,549	\$ 40,174	\$ 40,916	\$ 41,666	\$ 42,424	\$ 43,189	\$ 43,961	\$ 44,742	\$ 45,530	\$ 46,326	\$ 47,130	\$ 47,943	\$ 48,763	\$ 49,591	\$ 50,428	\$ 51,273	\$ 52,127	\$ 806,733

Footnotes:
Capture anticipated to begin in 2024
Estimated Taxable Values provided by the City Assessor are preliminary estimates
2021 Millages

TABLE 3

TIF TABLE (ESTIMATED REIMBURSEMENT SCHEDULE)



Table 3 [2022 Initial Taxable Value]
Estimated Reimbursement Schedule
Kotobuki Seating Inc.
5200 S Sprinkle Rd
Portage, Michigan
May 2022

Developer Anticipated Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	44%	\$ 7,000	\$ -	\$ 7,000
Local	56%	\$ -	\$ 454,825	\$ 454,825
TOTAL				
EGLE	2%	\$ 7,000	\$ -	\$ 7,000
Local-Only	98%	\$ -	\$ 454,825	\$ 454,825

Estimated Total
Years of Plan: 17

Estimated Capture	
Administrative Fees	\$ 38,781
State Revolving Fund	\$ 3,900
LBRF	\$ 289,015

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL
Total State Incremental Revenue	\$ 31,111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,111
State Brownfield Revolving Fund (50% of SET)	\$ 3,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,900
State TIR Available for Reimbursement	\$ 27,211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,211
Total Local Incremental Revenue	\$ 39,438	\$ 40,174	\$ 40,916	\$ 41,666	\$ 42,424	\$ 43,189	\$ 43,961	\$ 44,742	\$ 45,530	\$ 46,326	\$ 47,130	\$ 47,943	\$ 48,763	\$ 49,591	\$ 50,428	\$ 51,273	\$ 52,127	\$ 775,621
BRA Administrative Fee (5%)	\$ 1,972	\$ 2,009	\$ 2,046	\$ 2,083	\$ 2,121	\$ 2,159	\$ 2,198	\$ 2,237	\$ 2,277	\$ 2,316	\$ 2,357	\$ 2,397	\$ 2,438	\$ 2,480	\$ 2,521	\$ 2,564	\$ 2,606	\$ 38,781
Local TIR Available for Reimbursement	\$ 37,466	\$ 38,165	\$ 38,870	\$ 39,583	\$ 40,302	\$ 41,029	\$ 41,763	\$ 42,505	\$ 43,254	\$ 44,010	\$ 44,774	\$ 45,545	\$ 46,325	\$ 47,112	\$ 47,907	\$ 48,709	\$ 49,520	\$ 736,840
Total State & Local TIR Available	\$ 64,678	\$ 38,165	\$ 38,870	\$ 39,583	\$ 40,302	\$ 41,029	\$ 41,763	\$ 42,505	\$ 43,254	\$ 44,010	\$ 44,774	\$ 45,545	\$ 46,325	\$ 47,112	\$ 47,907	\$ 48,709	\$ 49,520	\$ 764,051
DEVELOPER																		
Beginning Balance																		
Reimbursement Balance	\$ 461,825	\$ 417,359	\$ 379,194	\$ 340,323	\$ 300,740	\$ 260,438	\$ 219,409	\$ 177,645	\$ 135,140	\$ 91,887	\$ 47,877	\$ 3,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Only Costs	\$ 454,825	\$ 454,825	\$ 417,359	\$ 379,194	\$ 340,323	\$ 300,740	\$ 260,438	\$ 219,409	\$ 177,645	\$ 135,140	\$ 91,887	\$ 47,877	\$ 3,103	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 37,466	\$ 38,165	\$ 38,870	\$ 39,583	\$ 40,302	\$ 41,029	\$ 41,763	\$ 42,505	\$ 43,254	\$ 44,010	\$ 44,774	\$ 45,545	\$ 46,325	\$ 47,112	\$ 47,907	\$ 48,709	\$ 49,520	\$ 454,825
Total Local Only Reimbursement Balance	\$ 417,359	\$ 379,194	\$ 340,323	\$ 300,740	\$ 260,438	\$ 219,409	\$ 177,645	\$ 135,140	\$ 91,887	\$ 47,877	\$ 3,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement	\$ 44,466	\$ 38,165	\$ 38,870	\$ 39,583	\$ 40,302	\$ 41,029	\$ 41,763	\$ 42,505	\$ 43,254	\$ 44,010	\$ 44,774	\$ 45,545	\$ 46,325	\$ 47,112	\$ 47,907	\$ 48,709	\$ 49,520	\$ 461,825
LOCAL SITE REMEDIATION FUND																		
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,442	\$ 46,325	\$ 47,112	\$ 47,907	\$ 48,709	\$ 49,520
Total LBRF Capture	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,442	\$ 46,325	\$ 47,112	\$ 47,907	\$ 48,709	\$ 289,015

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed or after limit of 25 years for reimbursement

Footnotes:

Capture anticipated to begin in 2024
Estimated Taxable Values provided by the City Assessor are preliminary estimates
Administrative fees of the authority is a flat fee of 5%
In year 2024 approximately \$13,211 State capture will be dispursed to the respective taxing jurisdictions.

BROWNFIELD REIMBURSEMENT AGREEMENT

This BROWNFIELD REIMBURSEMENT AGREEMENT ("Agreement") is made this day_____ of June 2022, by and between Kotobuki Seating, Inc., a Michigan limited liability company, with offices at 5981 East Cork Street, Kalamazoo, MI 49048 (the "Developer"), and the City of Portage Brownfield Redevelopment Authority (the "AUTHORITY"), established by the City of Portage with its office at 7900 S. Westnedge Avenue, Portage, MI 49002.

RECITALS

- A. The Authority was created by the City of Portage (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381"), and, pursuant to Act 381, the Authority has prepared a Brownfield Plan which was duly approved by the City Council of the City (the "Brownfield Plan").
- B. The Developer owns property in the City addressed as 5200 S Sprinkle Road, City of Portage, County of Kalamazoo, Michigan and which is legally described in the attached Exhibit A and which is included in the Brownfield Plan as being "blighted" as defined in Act 381 (the "Property").
- C. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment") to brownfield sites constituting Eligible Property as defined under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs in conducting Eligible Activities and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.
- D. The Developer has plans to improve the Property for office and warehouse uses (the "Project") which includes certain Eligible Activities at the Property at an estimated cost of \$461,825. These activities are all described in the City of Portage Brownfield Redevelopment Authority Brownfield Plan for the Project dated May 1, 2022 (the "Brownfield Plan"), attached as Exhibit B. The Eligible Activities will have the effect of assisting in the redevelopment of the Property, maintaining, and increasing employment within the City, increasing tax base within the City and otherwise enhancing the economic vitality and quality of life in the City.
- E. Act 381 permits the use of the real property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to which the Authority is entitled to receive to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "Eligible Activities".
- F. By undertaking Eligible Activities on the Property, the Developer will incur (i) costs of performing the Eligible Activities and (ii) costs in connection with the preparation of the Brownfield Plan.
- G. In accordance with Act 381, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the Property resulting from its redevelopment to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs.

- H. Whereas, the Developer intends to construct and develop all phases necessary to complete the Project using its best efforts to obtain financing for said improvements and the AUTHORITY, subject to the terms, conditions, and limitations contained herein, intends, pursuant to the Brownfield Plan, to reimburse the Developer for the certain costs of Eligible Activities.
- I. The parties are entering into this Agreement to establish the terms and procedure for such reimbursement.

AGREEMENTS

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

1. **Definitions.** Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used.
2. **The Plans.** The AUTHORITY has approved the Brownfield Plan and the Developer hereby also approves the Brownfield Plan. To the extent provisions of the Brownfield Plan and any subsequent amendments conflict with this Agreement, and as it may be amended, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan and any subsequent amendments or this Agreement conflicts with the Brownfield Act, as amended, Act 381 controls.
3. **Construction of Project.** The Developer acknowledges and represents, and the AUTHORITY and the City agree, that the Developer shall, at its own cost, have the sole right and responsibility to develop, construct and complete the development of the Project as determined by the Developer, in accordance with site plans and permits approved by the City, and the Developer shall pay for the development, construction, completion and maintenance of the Eligible Activities and Eligible Investments specified in the Brownfield Plan, subject to the Developer's Repayment Obligation (defined herein). For the purposes of this Agreement, "construction" or "construct" or similar terms shall include the acquisition, placement and/or installation of business personal property by the Developer within the Property. All development improvements performed by the Developer on the Project shall comply, in all respects, with all of the City's regulations including, but not limited to, zoning ordinances and building code, as well as all applicable federal, state, city, local and municipal rules, regulations and laws.
4. **Submission of Plans and Permit Applications.** The Developer shall submit all required plans and applications required by the City and its engineers for the Project and the Developer shall, at its own cost, obtain all required permits and approvals and shall pay all applicable fees, and the Developer shall develop and construct the Project in accordance with the approved site plan identified in the Brownfield Plan. The Developer may modify and amend its site plan at any time and from time to time provided City approvals are obtained and provided that all improvements called for by such modifications and amendments shall not alter the "Eligible Property" as defined and used in the Brownfield Act. If such modifications would cause a material change in the scope or nature of the Project, or would increase the costs of the Eligible

Activities by 10% or more, such modifications shall be subject to the approval of the AUTHORITY, which approval shall not unreasonably be withheld.

5. **Construction of Certain Improvements by the Developer.** The Developer will use reasonable commercial efforts to develop and construct certain of the Eligible Activities described in the Brownfield Plan, as it may be amended by the AUTHORITY. Promptly after completion of construction of the Project and upon request of the Developer, the AUTHORITY and the City shall execute and deliver to the Developer a Certificate of Completion (the "Certificate of Completion"). When issued, the Certificate of Completion, except for any items to be completed or corrected as set forth therein, shall be a conclusive determination by the AUTHORITY and City of their satisfaction with respect to the obligations of the Developer and their satisfaction that the construction of the Project has been completed in accordance with the provisions of this Agreement.
6. **AUTHORITY Costs and Expenses.** All legal and consulting fees, and other expenses incurred by the AUTHORITY (including administrative and operating costs as described in Section 14 hereof) in connection with the Brownfield Plan, this Agreement or the Project, other than reimbursement to the Developer for approved expenses of Eligible Activities, shall be reimbursable annually to the AUTHORITY from the Tax Increment Revenues in an amount not to exceed 5% of available TIR.
7. **Builders Risk Insurance Prior to Completion.** Prior to completion of the construction of the Project as certified by the AUTHORITY and City, the Developer shall keep in force at all times Builder's Completed Value Risk Insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of the work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by a company satisfactory to the AUTHORITY and City. All such policies shall contain a provision that the same will not be cancelled or modified without thirty (30) day prior written notice to the AUTHORITY and the City.
8. **Insurance Proceeds.** If all or any part of the Project is damaged or destroyed, the insurance proceeds resulting from such damage or destruction shall be used by Developer for the cost of restoring or rebuilding the Project. The Project shall be restored or rebuilt substantially in accordance with the construction plans provided by Developer and approved by the AUTHORITY and City and shall be of at least equal value and substantially the same character as prior to the damage or destruction.
9. **Rights of Inspection.** During construction of the Project, the City's and AUTHORITY's designees shall have the right at any time and from time to time to enter upon the Project for purposes of inspection. Such inspection by the City and AUTHORITY of the Project shall not be construed as a representation by the AUTHORITY or the City that there has been compliance with the site plan or that the Project will be, or are, free of faulty materials or workmanship, or a waiver of any right, the AUTHORITY, the City or any other party may have against Developer or any other party for non-compliance with the site plan and the terms of this Agreement.

10. **Implementation of Construction and Utility Maintenance Easements.** The parties shall all coordinate together and use their best efforts to establish all construction access maintenance and utility service easements designated in the Brownfield Plan or as more particularly defined in site plans and engineering plans pertaining to the Project.
11. **Source of Tax Increment Revenues.**
- a. All millages, unless otherwise excluded or exempt from capture pursuant to the Brownfield Act, will be captured by the AUTHORITY, and the TIR generated by such capture shall be available to the AUTHORITY for purposes of the Brownfield Plan and to make the reimbursement payments required under this Agreement.
 - b. The AUTHORITY shall not be required by this Agreement to use School TIR for any purpose other than reimbursement payments to the AUTHORITY and Developer for Eligible Activities that are part of a Work Plan approved by the Michigan Strategic Fund ("MSF") or the EGLE. Except, however, this Agreement shall not prohibit the AUTHORITY, in its sole discretion, from capturing or using any School TIR attributable to the Eligible Property for any purpose authorized by the Brownfield Act without the approval of the MSF or EGLE.
12. **Determination of Eligible Activities Qualified for Reimbursement.**
- a. All costs of Eligible Activities attributable to the Property for which the Developer seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:
 - i. The Eligible Activity and the cost of the Eligible Activity is included in the Brownfield Plan approved by the AUTHORITY or any amendment or supplement thereto approved by the AUTHORITY, and the Eligible Activity is conducted in accordance with the terms of the Brownfield Plan, this Agreement, and all applicable state and federal laws and regulations.
 - ii. The Eligible Activity may consist of Phase 1 environmental assessment activities if approved by the AUTHORITY.
 - iii. The Eligible Activity has not occurred more than 5 years after the effective date of this Agreement.
 - iv. For any Eligible Activity that occurs after the effective date of this Agreement and is qualified as an Eligible Activity under Section 2(I)(i), (ii) or (iii) of Act 381, the Eligible Activity and the cost of such Eligible Activity is specifically included in the Brownfield Plan.
 - v. The cost of the Eligible Activity is payable from Tax Increment Revenues only after reimbursement to AUTHORITY of the AUTHORITY'S Administrative and Operating Costs as set forth

in Sections 6 and 14.

- b. Developer understands and agrees that any reimbursement of the Developer by or on behalf of the AUTHORITY of any expenses for approved activities shall be only for "Eligible Activities" as defined in the Act 381, and the Brownfield Plan and for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of the Developer shall only occur to the extent that Tax Increment Revenues are generated from the Property and those Tax Increment Revenues are available under Act 381 and this Agreement for the making of reimbursements to the Developer.
- c. The Developer shall copy or provide the AUTHORITY with all correspondence and materials or documents provided to EGLE that are related to the Project or Eligible Activities on the Property.
- d. Pursuant to the Brownfield Plan, the AUTHORITY shall capture the Tax Increment Revenues generated from real and personal property taxes allowed by law on the eligible property beginning _____ 2024 and continuing, unless eliminated or otherwise modified by this Agreement, the total which shall not exceed \$461,825 but no later than _____. This Agreement shall terminate the earlier of the date when all reimbursements required under this Agreement have been made or the Brownfield Plan has expired.

13. AUTHORITY Reimbursement Payments to Developer.

- a. From time to time, but not more frequently than quarter-annually without approval of the AUTHORITY, the Developer may submit to the AUTHORITY a certification of costs of Eligible Activities paid or incurred for reimbursement in accordance with this Agreement and the Brownfield Plan. Such certification shall include a narrative of the approved activities performed and an explanation of why such activities qualify for reimbursement under this Agreement, a representation and warranty of the Developer that all activities for which reimbursement is sought qualify as Eligible Activities under Act 381, copies of all documents or reports for whose preparation payment is requested, a copy of invoices for the work described in such certification, and any substantiating documentation for such invoices that is requested by the AUTHORITY.
- b. Within thirty (30) days of its receipt of such statement and supporting invoices, the AUTHORITY shall review the submission to confirm that such activities qualify for reimbursement under this Agreement and the Brownfield Plan and advise the Developer in writing if any activities do not so qualify including the specific reasons why the AUTHORITY believes that such activities do not so qualify.
- c. Subject to Section 14 below, to the extent that such submission is approved by the AUTHORITY Board, the AUTHORITY shall thereafter cause the Developer to be paid the amounts approved within forty-five (45) days, but only to the extent that Tax Increment Revenues attributable to the Property are available. If sufficient Tax Increment Revenues

attributable to the Property are not available at the time such submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Authority and that are not otherwise allowed to be used for purposes permitted by Section 14 below.

- d. To the extent that any portion of such submission is not approved, any authorized representative of the AUTHORITY and the Developer shall, within fourteen (14) days upon the request of either party, meet promptly to discuss the reasons the submission was not approved and the conditions pursuant to which the Developer can obtain approval of such disallowed request.
- e. The Developer shall notify the AUTHORITY of completion of the Eligible Activities for which reimbursement may be sought under this Agreement from Tax Increment Revenues. Within 90 days after the earlier of the date of completion of the Eligible Activities for which reimbursement may be sought from Tax Increment Revenues under this Agreement or 5 years after the effective date of this Agreement, the Developer shall provide the AUTHORITY with a final certification of costs of Eligible Activities. Within 90 days after the date of completion of activities for which reimbursement may be sought, the Developer shall provide the AUTHORITY with a final certification of costs eligible for such reimbursement.
- f. No interest or other charge shall accrue or attach to any reimbursement payment agreed to by AUTHORITY under this Agreement.
- g. The AUTHORITY shall have no obligation to reimburse the Developer for Eligible Costs for Tax Increment Revenue captured and received by the AUTHORITY after _____. This Agreement is limited to Tax Increment Revenue captured and received by the AUTHORITY for tax years _____.

14. AUTHORITY Administrative and Operating Costs.

- a. The AUTHORITY may retain funds to pay administrative and operating costs of the AUTHORITY from the annual Tax Increment Revenues attributable to the Property. The amount the AUTHORITY may retain shall not exceed the actual administrative operating costs or the amounts permitted by Act 381, and for funding of the Local Site Remediation Revolving Fund to the extent permitted by applicable law and the Brownfield Plan. In no event shall the AUTHORITY retain more than 5% of the available Tax Increment Revenues in any given year.
- b. The amount retained pursuant to this Section 14 may be generated only from Tax Increment Revenues attributable to the levies of Local Taxes upon the Property.
- c. All amounts captured by the AUTHORITY that exceed the lesser of actual AUTHORITY administrative costs or the 5% limitation on administrative expense reimbursement shall be redistributed for reimbursement to the Developer to pay for Eligible Activities as authorized by the Brownfield

Plan.

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

15. Prohibitions Against Assignment and Transfer of Project Prior to Issuance of Certificate of Completion.

- a. Until issuance of the Certificate of Completion pursuant to Section 5 of this Agreement, the Developer will not: (i) assign, sell or transfer its interest in the Property and/or the Project or any part thereof or any interest therein, except for utility easements; or (ii) assign this Agreement, without in each case the prior written consent of the City and the AUTHORITY, which consent will not unreasonably be withheld. Any such assignment shall be an "Approved Assignment." The City and the AUTHORITY shall give their consents if:
 - (i) the Developer demonstrates, subject to reasonable review by the City and the AUTHORITY, that the assignee has the ability and financial stature to fulfill the obligations assigned by the Developer; and
 - (ii) the assignee assumes unconditionally in writing all of Developer's past, present and future obligations assigned by the Developer. In the event the assignee fails to perform all of the obligations assigned by the Developer, the Developer shall retain the obligation to perform all remaining unperformed obligations previously assigned.
- b. This Section relates only to the development of the Project and shall not be construed or interpreted as imposing any restrictions on the use, transfer or sale of any other Property.

16. Property Tax Appeal.

- a. In the event the Developer files an appeal with the Michigan Tax Tribunal related to the taxable value of the Property, the AUTHORITY may do either of the following:
 - i. Remit tax reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal until resolution of the appeal **and** hold any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal in a separate account of the AUTHORITY until the pending appeal is adjudicated; and once any tax appeals are adjudicated, either

return the escrowed funds to the local unit in compliance with any tax appeal rulings, or make payments pursuant to Sections 13 and 14 of this Agreement, or

- ii. If the AUTHORITY reasonably determines, after notice to the Developer and an opportunity for the Developer to discuss the issues with the AUTHORITY, that the Developer's taxable value being sought pursuant to the appeal will so diminish or negatively change the benefit of the Project to the taxing jurisdictions involved that the original expectations will no longer exist or be substantially diminished, the AUTHORITY may determine that the Developer is ineligible to receive any further reimbursement under this Agreement and hold any Tax Increment Revenue that is collected but not remitted as a result of this provision in a separate account of the AUTHORITY until the pending appeal is adjudicated. If the appeal results in a Property valuation that is substantially consistent with the Brownfield Plan and if the Developer completes the Project as contemplated by this Agreement, then the AUTHORITY shall make payments pursuant to Sections 13 and 14 of this Agreement.
 - b. In no event will the Developer be required to return reimbursement payments made by the AUTHORITY to Developer. No sanctions hereunder will accrue to Developer in the event it files an action in the Michigan Tax Tribunal with respect to the property in order to correct a clerical error of the Assessor, such as an error in addition or subtraction.
17. **Municipal Representatives not Personally Liable.** No AUTHORITY Board Member, City Council member or any other official, employee, agent, consultant, advisor, attorney or representative of the AUTHORITY or City shall be personally liable to Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.
18. **Release and Indemnification.** The parties agree as follows:
- a. Except to the extent any of the following arises from or relates to the fraud, intentional misconduct or gross negligence of the AUTHORITY or the City, Developer releases from and covenants and agrees that the AUTHORITY and the City and their governing body members, officers, employees, agents, consultants, advisors, attorneys and representatives shall not be liable for, and Developer agrees to indemnify, defend and hold harmless the officers, employees, agents, consultants, advisors, attorneys and representatives thereof against any losses, demands, claims, actions, causes of assessments, suits, judgments, damages, liabilities, penalties, costs and expenses (including without limitation the fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by the AUTHORITY or the City or an above-listed person and which are resulting from, relating to, or arising out of any of the following:

- i. any defect in the design or construction of the Project, or the negligence or willful misconduct of Developer, its agents or independent interests in connection with the construction of the Project;
 - ii. The capture and use of Tax Increment Revenues, including any order, ruling, or instruction to repay or refund the State of Michigan or any other taxing jurisdiction for any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement made in excess of the amount of Tax Increment Revenues the AUTHORITY is determined by the State, any agency thereof or by a court to be allowed by law to use for such reimbursement;
 - iii. Any act or omission of the Developer with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Property, including any failure by the Developer to take any affirmative action to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition;
 - iv. Any release of a hazardous substance or any other contaminant on the Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any state or federal environmental law or regulation caused or due to act by the Developer or in any way related to the Property;
 - v. The Eligible Activities for the Property; or
 - vi. The operation of the business of the Developer or tenant on the Property.
- b. Notwithstanding anything herein to the contrary, neither the AUTHORITY nor City shall be liable to Developer for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration or a final judgment by a court of competent jurisdiction that all or any portion of the Brownfield Act is unconstitutional or that the Brownfield Plan in whole or in part are invalid.
 - c. All covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Developer and not of any member, director, officer, agent, servant or employee of Developer in their individual capacities.
 - d. Subject to subsection (e) below, the AUTHORITY may, at its discretion and without consent of the Developer, set-off any amount owing to the Developer under this Agreement to satisfy any indemnification obligation

of the Developer under this Section.

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

19. Environmental. Developer warrants and represents as follows:

- a. Developer agrees to comply in all material respects with all environmental laws and regulations applicable to the Project, and further agrees, except as is in compliance with applicable laws, not to knowingly place or dispose of, or knowingly cause to be placed or disposed of, any toxic or hazardous substances (as defined in subsection (d) below) ("Hazardous Substances") on any parcel located within the Project, and not knowingly manufacture, store, use, treat or dispose of such substances, or permit any manufacturing, storage, use, treatment or disposal of any Hazardous Substances on the Project.
- b. "Hazardous Substances" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, asbestos or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local governmental law, ordinance, rule or regulation.
- c. No portion of the funds or benefits received by Developer pursuant to this Agreement or otherwise received by Developer in connection with Act 381 and the Project shall operate or be used to subsidize response activities that would benefit a liable party at the Property, under the standards of the Michigan Natural Resources and Environmental Protection Act or other similar federal law, or otherwise relieve such a liable party of such obligation.

20. Representations of the AUTHORITY and the City. The AUTHORITY represents and warrants that:

- a. Organization and Authority. It: (i) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement; and (ii) has been authorized by all necessary action to execute and deliver this

Agreement, which shall constitute its legal, valid and binding obligation of it, enforceable in accordance with its terms, subject to applicable insolvency laws.

- b. No Defaults or Violations of Law. The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which it is a party or by which it is bound or any charter, or any of the rules or regulations applicable to it, subject to applicable insolvency laws.
- c. Pending Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of it is threatened against it, except claims which if adversely determined will not, in the opinion of its counsel, materially and adversely affect the financial condition or operations of it. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of it, threatened against it seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by it or which would in any manner challenge or adversely affect its existence or powers to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by it of the terms and provisions of this Agreement.

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

- a. Organization and Authority. It: (i) is duly organized under the laws of the state of its incorporation or organization, and is authorized to do business in and is in good standing under the laws of the State of Michigan; (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement; and (iii) has been authorized by all necessary corporate or member action to execute and deliver this Agreement, enforceable in accordance with its terms, subject to applicable insolvency laws.
- b. No Defaults or Violations of Law. The execution and delivery of this Agreement by it will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which it is a party or by which it is bound or its respective articles of incorporation, bylaws, articles of organization, operating agreement, or any of the rules or regulations applicable to it of any court or other governmental body, subject to applicable insolvency laws.
- c. Pending Litigation. No litigation, proceedings or investigations are pending or, to its knowledge, threatened against it, except claims that if adversely determined will not, in the opinion of its counsel, materially and adversely affect its financial condition or its operations. In addition, no litigation, proceedings or investigations are pending or, to its knowledge, threatened against it seeking to restrain, enjoin or in any way limit its approval and delivery of this Agreement or which would in any manner

challenge or adversely affect its entity existence or powers to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by it of the terms and provisions of this Agreement.

- d. Power and Authority. Developer possesses all necessary power and authority to fully implement and carry out all foreseeable obligations and duties imposed upon it under this Agreement.
- e. Not Liable Party. With respect to the Property, Developer is not a party liable under section 20126 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126.
- f. Eligible Property. The Project qualifies as Eligible Property under Act 381.

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

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

- a. If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- b. Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

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

24. Remedies of Default: Reinstatement of Rights.

- a. In the case of an Event of Default by a party hereto or any successors to such party, such party or successor shall, upon written notice from the aggrieved party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or if the Event of Default shall not be cured or remedied within a reasonable time, beyond such sixty (60) day period the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. In case a party hereto shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of each party shall continue as though no such proceedings had been taken.
- b. In the event the Developer does not cure the Event of Default within 60 days, this Agreement will be considered terminated on the 61st day after the written notice of an Event of Default was delivered. Upon the effective date of the termination of this Agreement, the AUTHORITY shall have no further obligation under this Agreement to make any payments to the Developer in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Developer. In lieu of termination, the AUTHORITY may seek to enforce and compel performance with the terms of this Agreement in a court of competent jurisdiction by specific performance or mandatory injunction and may pursue any other remedy that may be available to it in law or equity.

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

- 26. Rights and Remedies Cumulative.** The rights and remedies of the parties to

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

27. **Legislative Authorization.** This Agreement is governed by and subject to the restrictions set forth in the Brownfield Act, as amended, and the Michigan General Property Tax Act. In the event that there is legislation enacted in the future which restricts or adversely affects the amount of Tax Increment Revenues capturable, Eligible Properties, or Eligible Activities relating to already approved plans, then any Developer's rights and the AUTHORITY's obligations under this Agreement shall be eliminated or modified accordingly.
28. **Freedom of Information Act.** Developer stipulates that all requests and documentation submitted by them shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.231 et seq. of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by it in relation to this Agreement, requests for reimbursement and supporting documentation.
29. **Plan Modification** The Brownfield Plan may only be modified to the extent allowed under the Brownfield Act by mutual agreement in writing of the AUTHORITY and the City.
30. **Notices.** All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown below their respective signatures to this agreement. Either party may change the address by written notice sent by registered or certified mail to the other party.
31. **Entire Agreement** This agreement supersedes all agreements previously made among the parties relating to the subject matter, if any. There are no other understandings or agreements between them concerning the subject matter contained herein.
32. **Non-Waiver, Time of the Essence** No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Time is of the essence.
33. **Headings** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
34. **Governing Law** This agreement shall be construed in accordance with and

governed by the laws of the State of Michigan.

35. **Counterparts** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
36. **Binding Effect** Subject to the terms herein, the provisions of this agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

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

City of Portage Brownfield Redevelopment Authority

Date: _____, 2022

By:
Title:

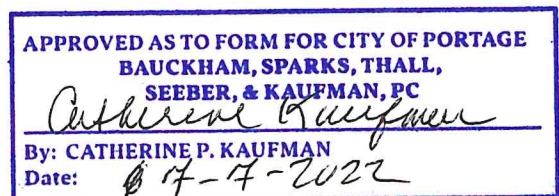
Developer

Date: _____, 2022

By:
Title

Exhibits:

- A) Legal Description of Property
- B) Copy of Brownfield Plan



CITY OF PORTAGE, KALAMAZOO COUNTY

**RESOLUTION APPROVING AN AMENDED REDEVELOPMENT PLAN
BY ADDING BROWNFIELD PLAN NO. 9 FOR THE CITY OF PORTAGE
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the City Council of Portage, Kalamazoo County, Michigan, held at the City Hall, City Chambers, 7900 South Westnedge Avenue, Portage, MI 49002 on the _____ day of July 2022 at 7:00 p.m.

PRESENT:

ABSENT:

Resolution offered by Councilmember:

Seconded by Councilmember:

WHEREAS, the City Council, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Portage (the "Authority") and have designated that all related activities shall proceed through the Authority; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, seeks approval by the City Council, of the Brownfield Plan (the "Plan") attached as Exhibit A hereto, to be carried out within the City of Portage, relating to the development of property located at 5200 S. Sprinkle Road in the City of Portage, Kalamazoo County, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the City Council has reviewed the Plan, and was provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the City Council has noticed and held a public hearing in accordance with Section 14 of the Act, and

WHEREAS, the City Council makes the following determinations and findings:

1. The Amended Plan constitutes a public purpose under the Act;
2. The Amended Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and
6. The owner and/or developer of the property which is included in the Amended Plan shall finance all eligible activities under the Amended Plan and the Authority shall not issue any notes or bonds related to this Amended Plan.

WHEREAS, as a result of the review of the Amended Plan the City Council concurs with the approval of the individual plan granting a TIF capture period of 17 years.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Amended Plan Approved.** Pursuant to the authority vested in the City Council, by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Amended Plan is hereby approved in the form attached as Exhibit A to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions of parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF PORTAGE)

I, the undersigned, the fully qualified and acting Clerk of the City of Portage, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of Portage at a regular meeting held on the ____ day of July 2022, the original of which resolution is on file in my office.

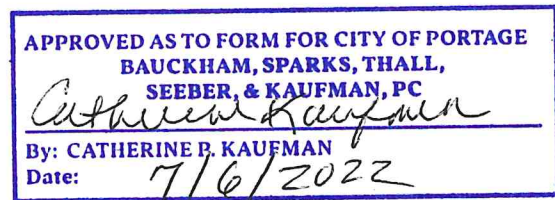
IN WITNESS WHEREOF, I have hereunto set my official signature
this ____ day of July 2022.

Erica Eklov

City Clerk

Patricia M. Randall

Mayor



CITY OF PORTAGE, MICHIGAN

**RESOLUTION TO IDENTIFY ELIGIBLE PROPERTY PURSUANT TO AND IN ACCORDANCE
WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF
MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the City Council of Portage, Michigan, held in the Council
Chambers within the City Hall, 7900 S. Westnedge, Portage, Michigan, on the ~~3rd~~ day of
~~November~~ ^{7th}, 2021 at 7:00 p.m.
~~December~~

PRESENT:

ABSENT:

The following resolution was offered by:

Councilmember Pearson, and supported by Councilmember Knapp

WHEREAS, Kotobuki Seating International Inc. is the owner of property located at 5185
Meredith Street in the City of Portage; and

WHEREAS, Kotobuki Seating International Inc. has requested that the City of Portage
consider development of a Brownfield Plan to support redevelopment of this and adjoining
properties, also owned by Kotobuki Seating International Inc.; and

WHEREAS, City of Portage and Kotobuki Seating International Inc. have inspected the
property and found evidence of vandalism, illicit activities and other conditions that make the
property a public nuisance and an attractive nuisance to children, is dangerous to the safety of
persons and property, and has had utilities damaged or rendered ineffective such that the
property is unfit for its intended use; and

WHEREAS, these conditions are consistent with the definition of "blighted" as defined in
the Michigan Brownfield Redevelopment Financing Act, being Public Act 381 of 1996 (the Act);
and

WHEREAS, Kotobuki Seating International Inc. desires that the property be designated as blighted so that the property can be deemed an "eligible property" as defined by the Act; and

WHEREAS, the designation of the property as "blighted" will support a Brownfield Plan and redevelopment of the property which will eliminate the blighted condition, support economic growth in the City, create new jobs, and improve property consistent with the City of Portage's Comprehensive Plan, is consistent with the past and future requirements for City services, and is otherwise consistent with the City of Portage Brownfield Redevelopment Authority's Brownfield Redevelopment Policy;

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Blighted.** Pursuant to the authority vested in the City Council of Portage, by the Act, the property is hereby considered blighted.
2. **Repeals.** All resolutions of parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Adopted: AYES: Brayton, Burns, Knapp, Ledbetter, Pearson, Randall, Urban.

NAYS: None.

ABSENT: None.

I, the undersigned, the fully qualified and acting Clerk of the City of Portage, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of Portage at a regular meeting held on the ~~8th~~ ^{7th} day of ~~November~~ ^{December}, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 7th day of ~~November~~ ^{December}, 2021.

APPROVED AS TO FORM

DATE

10/29/2021
[Signature]
DEP. CITY ATTORNEY

Erica Eklov
Erica Eklov
City Clerk

Patricia M. Randall
Patricia M. Randall
Mayor

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Ramona Park Plat Sanitary Sewer & Water Project - Tabulation of Proposals

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Award a contract to perform design and construction engineering services for the Ramona Park Plat Sanitary Sewer & Water Project to Eng., Incorporated in the amount not to exceed \$165,662.50 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2022-2023 Capital Improvement Program budget includes projects for the installation of municipal water and sanitary sewer in the Ramona Park Plat. The Ramona Park Plat was created in 1931 and one of the few areas still unserved by municipal utilities. Municipal utilities will be installed on Gray Street, Mahoney Street, Lum Street and Hayes Street, between South Sprinkle Road and Waruf Avenue. As part of the sanitary sewer installation, these streets will also be reconstructed. Waruf Avenue will be resurfaced as part of the project. The existing storm water drainage on the streets will be evaluated and improvements added to the project as necessary.

On June 30, 2022, seven proposals were received for design and construction engineering services for the project. Costs ranged from \$165,662.50 to \$335,160.00. Upon review of the proposals received, staff determined that the lowest cost proposal from Eng., Incorporated best fits the needs of the project. Eng., Incorporated has satisfactorily completed engineering services for several local street water and sanitary sewer infrastructure improvement projects for the City of Lansing. The consultant's Project Manager for this project has completed water and sanitary improvements on several City of Portage projects with a different firm.

Therefore, it is recommended that City Council award a contract to Eng., Incorporated to perform design and construction engineering services for the Ramona Park Plat Sanitary Sewer & Water Project in the amount not to exceed \$165,662.50 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funds are included in the 2022-2023 Capital Improvement Program budget for these utility improvements.

Attachments: 1. Ramona Park Plat Tabulation of Proposals

**2022 RFP PROFESSIONAL ENGINEERING SERVICES
FOR RAMONA PARK SUBDIVISION IMPROVEMENTS
PROPOSAL TABULATION**

PROPOSAL OPENING ON JUNE 30, 2022

Eng., Inc 4063 Grand Oak Dr., Suite A 109 Lansing, Michigan, 48911	\$	165,662.50
Prein&Newhof 3355 Evergreen Drive NE Grand Rapids, Michigan, 49525	\$	195,000.00
Hurley & Stewart 2800 S. 11th St. Kalamazoo, Michigan, 49009	\$	201,000.00
Williams & Works 549 Ottawa Ave NW, Ste 310 Grand Rapids, Michigan, 49503	\$	201,805.00
Land & Resource Engineering 2121 3 Mile Walker, Michigan, 49544	\$	204,760.00
Wightman & Associates, Inc. 2303 Pipestone Road Benton Harbor, Michigan, 49022	\$	240,594.00
Wolverine Engineers & Surveyors, Inc. 312 North Street Mason, Michigan, 48854	\$	335,160.00

Opened by: _____

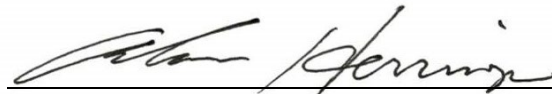


Victoria Barboza, Purchasing Manager

MATERIALS TRANSMITTED

Tuesday, June 28, 2022

1. Communication from the Acting City Manager regarding the Portage Police Officer Association, a Unit of the Fraternal Order of Police, Kalamazoo Lodge #98 Collective Bargaining Agreement – Information Only.



Adam Herringa, Acting City Manager

cc Michael Carroll, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: PPOA Kalamazoo Lodge #98 Collective Bargaining Agreement

It was discovered late today that an earlier draft of the Portage Police Officer Association (PPOA) contract was inadvertently uploaded to the agenda. The attached pages reflect the incorrect information (highlighted in pink) and the correct information (highlighted in blue).

The agenda item correctly summarizes the changes from the previous contract and the correct version of the ratified contract has been included as part of the final agenda. There were no additional changes.

Attachment

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 contribute an additional two (2%) percent to the MissionSquare/457 Plan as long as the member matches this with their own two (2%) percent contribution

(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.

APPENDIX "A"

PORTAGE POLICE OFFICERS ASSOCIATION BASE SALARY SCALE

July 1, 2022 (Detectives 6% above top Patrol, Patrol & PST 4%)

<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	\$78,482.37					
Police Officer	\$52,125.15	\$57,103.36	\$62,077.91	\$67,056.13	\$72,045.01	\$77,001.57
Part Time Police Officer	\$25.06	\$27.45	\$29.85	\$32.24	\$34.64	\$37.02
Police Service Technician	\$44,663.57	\$45,699.75	\$46,779.63			

July 1, 2023 (Detectives 6% above top Patrol, Patrol & PST 4%)

<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	\$84,886.53					
Police Officer	\$54,210.16	\$59,387.49	\$64,561.03	\$69,738.38	\$74,926.81	\$80,081.63
Part Time Police Officer	\$26.06	\$28.55	\$31.04	\$33.53	\$36.02	\$38.50
Police Service Technician	\$46,450.11	\$47,527.74	\$48,650.82			

July 1, 2023 (Detectives 6% above top Patrol, Patrol & PST 4%)

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	\$88,281.99					
Police Officer	\$56,378.57	\$61,762.99	\$67,143.47	\$72,527.92	\$77,923.88	\$83,284.90
Part Time Police Officer	\$27.11	\$29.69	\$32.28	\$34.87	\$37.46	\$40.04
Police Service Technician	\$48,308.11	\$49,428.85	\$50,596.85			

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.

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.

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(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.

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 Step A	One Year Step B	Two Years Step C	Three Years Step D	Four Years Step E	Five Years Step F
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: Resolution for sale of city-owned parcel at 7905 Oakland Drive

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Adopt a resolution to sell city property at 7905 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services

The City Administration has negotiated an agreement with Kalamazoo Neighborhood Housing Services to sell a city-owned parcel at 7905 Oakland Drive Portage, MI 49024 (Parcel No.05940-004-O) for five hundred dollars (\$500.00). The sale will facilitate the construction of a single-family dwelling unit for a family at 80% AMI to be built through the Kalamazoo Attainable Homes Partnership with Kalamazoo County millage funding awarded in April 2022. This project will help achieve the Council's goal of "Attracting residential development that provides a mixture of housing for all income levels" as shown in the Fiscal Year 2022-2023 City of Portage Budget under the Strategic Priorities "Neighborhood" category. As detailed in the [Michigan Statewide Housing Plan](#), housing is the cornerstone of thriving communities and "*Michigan has a pressing need to develop, rehabilitate, and preserve housing across the state at price points for every level of income.*"

The Kalamazoo County Board of Commissioners approved grant funding totaling \$1,100,000 for a variety of Single Family Scattered Housing projects at the April 5, 2022 meeting. Kalamazoo Neighborhood Housing Services (KNHS) was awarded \$300,000 for two new builds in the City of Portage for two families at 80% AMI. Detailed background information on the applications, project awards, millage history, and implementation process is provided in the attached Board of Commissioners report dated April 5, 2022, prepared by Kalamazoo County Housing Commissioner Mary Balkema.

KNHS is a nonprofit founded in 1981 that provides homeownership programs for individuals and families needing help building and purchasing affordable housing. KNHS offers a variety of specialized loan products and financial education services to anyone in Kalamazoo County. Financial education classes are a requirement for individuals and families who wish to be eligible to purchase one of the KNHS Attainable Homes. KNHS offers the opportunity for low- and moderate-income households to achieve sustainable, affordable homeownership.

The Kalamazoo Attainable Homes Partnership (KAHP) is a collaboration between The Home Builders Association of Western Michigan (HBA), Kalamazoo Neighborhood Housing Services (KNHS), and Local Initiatives Support Corporation (LISC). According to their website, *KAHP seeks to provide high-quality homes built by HBA members that are both attainable in cost and provide homeowners with low maintenance costs. KAHP homes feature the same quality construction that goes into many custom homes, such as 50-year roofing, energy-saving insulation and heating and air conditioning systems,*

durable flooring materials and so much more – saving families in these homes thousands a year in utilities bills and maintenance for generations to come. One of the unique efforts that made KAHP possible was the collaborative design by a number of HBA builders working together to integrate the most efficient design possible.

If approved by Council, the sale of this parcel will facilitate one of the first Attainable Homes in the City of Portage. The project is supported by the \$300,000 of “Year 1” millage grant funding from the Kalamazoo County Board to support the construction of two (2) single-family dwelling units for two (2) families at 80% AMI. Both dwellings to be constructed in Portage will utilize the approved KAHP ranch-style floor plan - a single-story, 2 bedroom home, with a kitchen, living room, garage, driveway, and covered front porch (attached for review). For both of the sites in Portage, this home size and style is very contiguous with the neighborhood, and neighboring house sizes and styles. As the KAHP has worked diligently to keep building costs minimized and the implementation process efficient, no modifications or customization is available for the approved KAHP floor plan and styles. However, significant input from KNHS customers was elicited and incorporated into the standard floor plan designs on the front end, to ensure the layout and design met the expectations and needs of as many people and families as possible.

During the process of establishing this new housing collaboration between KNHS and the City of Portage, staff from both teams reviewed several potential city-owned properties. Two proposed sites were originally submitted for consideration in the application submitted for Kalamazoo County millage funding (7905 Oakland Drive and 130 Amos Drive). Following the county’s award approval and completion of due diligence, KNHS determined only one of the proposed sites in Portage, 7905 Oakland Drive, to be suitable and consistent with the criteria for the KAHP. KNHS and the City Administration worked together, and in consultation with Kalamazoo County Housing Commissioner Balkema, to confirm a second city-owned site, 5196 Oakland Drive, that was deemed suitable for the program. The proposed sale of these two properties – 7905 and 5916 – on Oakland Drive is therefore presented for the Council’s consideration.

In addition to meeting KNHS/KAHP criteria, the City Administration has concluded that the proposed site at 7905 Oakland Drive is a conforming, buildable lot from planning and zoning perspectives, and will importantly provide the new homeowner with a safe neighborhood and meaningful access to a wide-range of nearby amenities including shopping, services, schools, childcare and transportation, many of which are walkable. The City Administration has also concluded the property is not needed for future utility or other city-related uses.

While the 1,000 sq.ft floor area of the KNHS Attainable Home is designed to meet client needs, ensure an affordable sale price and predictable building costs, it does not currently meet the City's required minimum floor area of 1,360 sq.ft in the R-1B zoning for a one-story home. The home design and site layout is, however, architecturally consistent with the character of surrounding properties in the neighborhood having a similar façade variation, building orientation, and exterior materials. Even so, to ensure compliance with the current code, the two attainable homes proposed at 7905 Oakland Drive and 5916 Oakland Drive will be presented to the Zoning Board of Appeals (ZBA) at the August 8, 2022 meeting, for a variance request.

A sale price of \$500.00 is proposed by the City Administration, which is consistent with the standard per parcel sale price agreed to between KNHS and Kalamazoo City, as well as KNHS and the Kalamazoo

County Land Bank, for similar projects. It is recommended that City Council adopt a resolution to sell city property at 7905 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services.

FUNDING: It is proposed that as a partner to this initiative, the City of Portage will incur/absorb any potential water or sewer connection fees with FY2022-23 Capital Improvement Program “Workforce Housing Infrastructure Improvements” project. Per the Assessor’s Office, there is currently nothing owed related to front foot benefit charges for special assessments on water and sewer, which were paid when structures existed on the parcel. The sales agreement will include a provision that following Closing, the city will reimburse the buyer for the cost of excavating any footings and/or foundations existing on the property, exclusive of any other on-site work. At Closing, the seller (City of Portage) will pay all transfer and/or conveyance taxes assessed in connection with the Closing; costs related to seller’s professionals and consultants; and one half of the title company's closing fee in connection with this transaction. The \$500.00 from the property sale may be used to cover, in part or in whole, any of the costs outlined above.

- Attachments:**
1. 7905 Oakland Drive - Property Profile and Map
 2. April 5 BOC Agenda SF Creative Rehab final
 3. KAHP Floor Plan
 4. DRAFT Illustrative rendering provided by KNHS for 7905 Oakland Drive
 5. Resolution and Exhibit for Sale of 7905 Oakland Drive
 6. 7905 Oakland Dr - KNHS-City of Portage KAHP Purchase Agreement

7905 Oakland Drive

Existing Property Information

Assessed Value: \$18,600 (2021)

Current Land Use: Vacant

Date of Last Sale: October 1, 2021

Zoning: R-1B Single Family Residential
District

Min. Building Yard Setbacks:

- **Front:** 30 feet
- **Rear:** 40 feet
- **Sides:** 10 feet

Max. Building Lot Coverage: 30%

**Min. Residential Floor Area for
proposed use:**

- **1 Story:** 1,280 square feet if with basement of at least 440 square feet; or 1,360 square feet basement if with basement less than 440 square feet.



Utilities:

City of Portage Water & Sewer available. Water lateral is provided at lot line; exact location of all utilities should be field verified. Private utilities such as electrical, phone, internet, etc. are available and should be field verified/ coordinated with utility company. Trash, recycle, and yard waste pick up are eligible at site.

Access:

Property abuts Oakland Drive, is adjacent to Centre Avenue, and is within close proximity to 131 highway. All site plan elements including future curb cut will be coordinated with City of Portage. Sidewalk and bike lanes exist along the Oakland Drive corridor.

Neighborhood Amenities:

The property is walkable to amenities including:

- | | | |
|-------------|-----------------------|----------------------|
| - shopping, | - and close proximity | - Woodland |
| - banking, | to daycare, | Elementary school |
| - dining, | - bike paths, | - health facilities. |
| - transit, | - Oakland Dr. Park, | |

History: The site was originally developed with a house, which was demolished around 2005. This property was owned by the Kalamazoo County Treasurer from May 2014 until the Council's approval of this property acquisition for the City of Portage in October 2021. It is believed that the foundation was buried on site when the house was demolished. Above-ground building materials have been removed and graded with new grass.



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

TO: Honorable Chair Quinn, Vice Chair Morales, Board of Commissioners

FROM: Prepared by: Mary Balkema, Housing Director
Reviewed by: Lyndi Warner, MPA, Interim Deputy County Administrator-External Services

RE: Request of Allocation of Housing Millage dollars for Single Family Scattered Housing, Opportunistic Creative Project and the Rehab of Single- Family Homes.

DATE: April 5, 2022

RECOMMENDATION:

It is recommended that the County Board approve grant funding for the following Single Family Scattered Housing projects in the amount of **\$1,100,000**:

- Northside Association for Community Development in the amount of **\$311,862** for one new build on Ransom Street for a family at 30% AMI.
- Kalamazoo Neighborhood Housing Services in the amount of **\$300,000** for two new builds in the city of Portage located at 130 Amos Drive and 7905 Oakland Drive for two families at 80% AMI.
- Kalamazoo Valley Habitat for Humanity for four homes on the Eastside of Kalamazoo located on Foresman Drive, Gayle, and Charlotte in the amount of **\$170,000**. The money would bridge the GAP between the cost of construction and the affordability for families at 30% AMI.
- Playgrown in the amount of **\$318,138** for the development of five (2-3) bedroom tiny homes on foundations and five tiny homes on wheels at the location of Ampersee/River Street in the city of Kalamazoo. The project will target folks in our community living at or below 30% AMI thru a cooperative living and ownership model that returns profit and equity back to the owners/members. The city of Kalamazoo will support the permanently affixed structures with loan funding.

It is also recommended that the County Board approve grant funding for the following **Opportunistic Creative** projects in the amount of **\$500,000 for the 2022 millage and \$500,000 for the 2023 millage**:

- Full Circle Communities Inc. (FCC) in the amount of **\$400,000** for the preservation of the 96 unit Pinehurst Townhomes Project, located at 6740 Andover Street in Oshtemo Township. After the completion of the renovation, the project will have ten 30% units, fourteen 40% units, fifty-seven 50% units, fifteen 60% units, and a total of 15 Project Based Voucher units at 50% AMI. The project will leverage over \$13 million in a MSHDA permanent mortgage, equity from a tax credit syndication, and other development sources. The project was built in 1997 and the LIHTC

HOUSING DEPARTMENT

201 West Kalamazoo Avenue | Kalamazoo, MI 49007

Phone: 269.720.3246 | www.kalcounty.com/housing

compliance ensures the property will be maintained for 20 years and will be *affordable*. This property is an existing LIHTC project that won't be lost to the market with FCC's acquisition and will remain affordable. The property is also going to receive about \$5MM in much-needed capital improvements that will benefit existing and future tenants.

- Layla's Cool Pops in the amount of **\$100,000** for the purchase of a four-unit house located at 913 South Westnedge. The desire is to provide affordable/workforce rents to young adults in need of assistance in navigating life skills and employment, with priority given to those leaving foster care or emancipated and houseless adults trying to find affordable/workforce housing and/or who are taking steps toward self-sufficiency.
- MTZ Northside housing senior project – vouchers in the amount of **\$500,000** to be granted out of the **2023** millage. The grant funding for the building was approved at the March 15th meeting for 2023 millage dollars in the amount of \$740,000. This funding would guarantee only residents earning 30% or lower of the Area Median Income (\$16,260 for individuals) would be eligible to receive this subsidy. The compliance period is 15 years. If tax credits are not granted to this project, this funding commitment will expire on December 31, 2024, for both the multifamily dollars and the voucher dollars.

It is further recommended that the County Board approve grant funding for the following **Rehab** projects in the amount of **\$1,000,000**:

- Better World Builders in the amount of **\$75,000** for the critical repairs of up to four homes located in the city of Galesburg. This is a target area as the average home value is \$118,238.
- Building Blocks of Kalamazoo in the amount of **\$15,000** for supplies, exterior doors, porch materials, and windows in a targeted area on the Ada Street Corridor located in the Northside of the city of Kalamazoo.
- City of Portage in the amount of **\$221,465**. These dollars will be used to leverage up their CDBG allocation for housing rehab.
- LISC Kalamazoo in the amount of **\$688,535** for the Homeownership Preservation Partnership (HOPP) which will geographically target owner-occupied dwellings located in Kalamazoo Township. Kalamazoo LISC will work closely with KNHS, and Community Homeworks. Through this collaboration, Community Homeworks, KNHS, and LISC plan to improve the quality of life of Kalamazoo County residents and seek to be good stewards of these tax dollars by revolving a portion of the funding through a grant/recoverable 0% loan program. This project will exclusively serve families that are low to moderate-income, with a specific focus on families that are between 30-80% of Area Median Income (AMI), many of whom are BIPOC individuals, as well as many that are single-parent households, elderly individuals, and other underserved groups. Over 80% of the individuals served by Community Homeworks are BIPOC households, and around one-fifth of the homes they served last year were occupied by individuals with disabilities.

BACKGROUND:

In November of 2020, the voters approved a special millage for housing programs which included rental subsidies, permanent housing, and related supportive services. The millage approved by the voters was not to exceed .75 mills for a period of 8 years. Due to the headlee rollback, the millage rate levied on the winter tax bill was .7485 mills and will generate approximately \$7,101,332.47. In December 2020, a

housing director was hired and began the work of implementing the millage. On February 23, 2021, the BOC led a community conversation and heard extensive feedback on the need for the millage and how the money should be spent. On March 16, 2021, the BOC had a discussion with Lee Adams from the W.E. Upjohn Institute and subsequently contracted with them to perform a county wide housing study. That work is underway and will be completed May/June 2022.

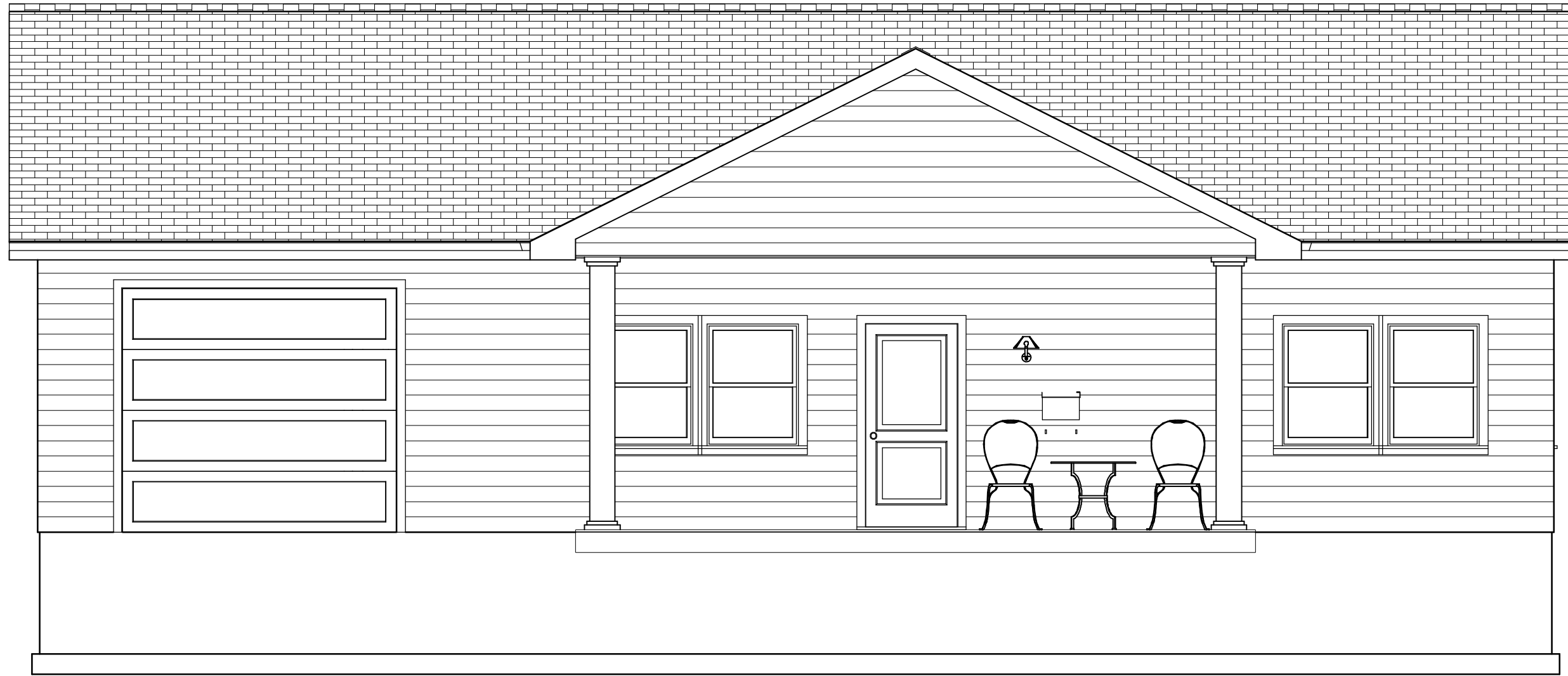
In September 2021, The County purchased the Amplifund portal to help assist the grant management process. The system was programmed first with the housing millage followed by ARPA Funds. The grant system was rolled out to prospective developers and housing partners in December 2021. The portal was open for one month, closing on January 15, 2022. We received 31 applications for 5 opportunities listed in the proposal. The 5 opportunities include, multifamily housing, single family scattered housing, housing rehab, opportunistic creative projects, and supportive services.

COMMISSION STRATEGIC VISION ALIGNMENT:

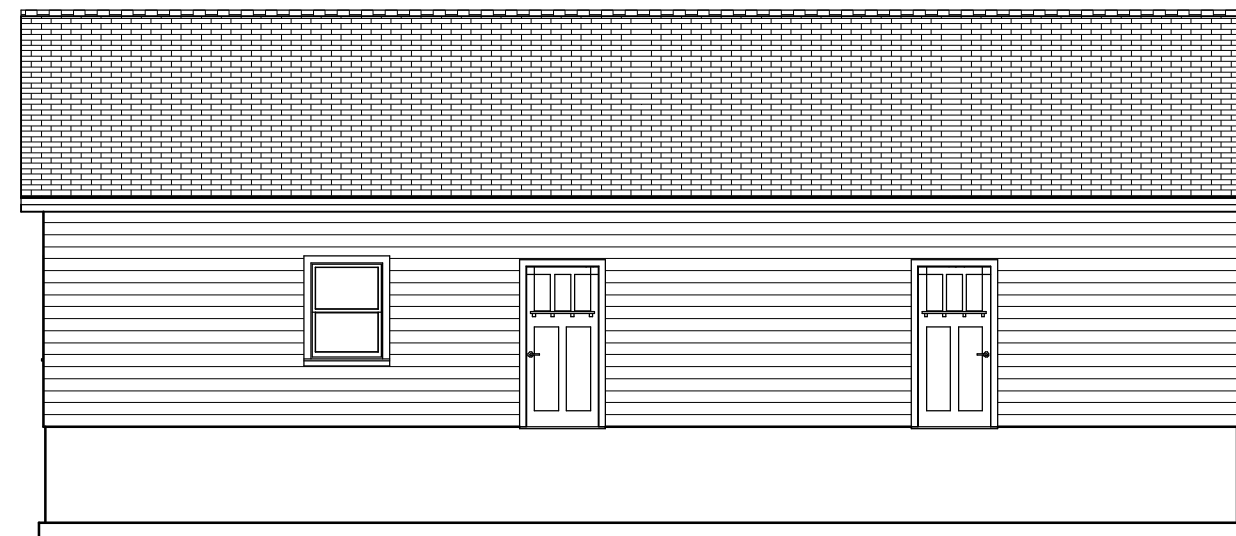
Implement the homelessness/ Affordable Housing innovative initiative. This priority was outlined in the 2022 adopted budget as the #2 priority of the Board. ***To date, the BOC has approved \$125,000 for the Public Housing Commission, \$67,000 for the Homeless Shelter managed by ISK, and \$3,000,000 for multi-family projects from the 2022 Housing millage.***

FISCAL IMPACT:

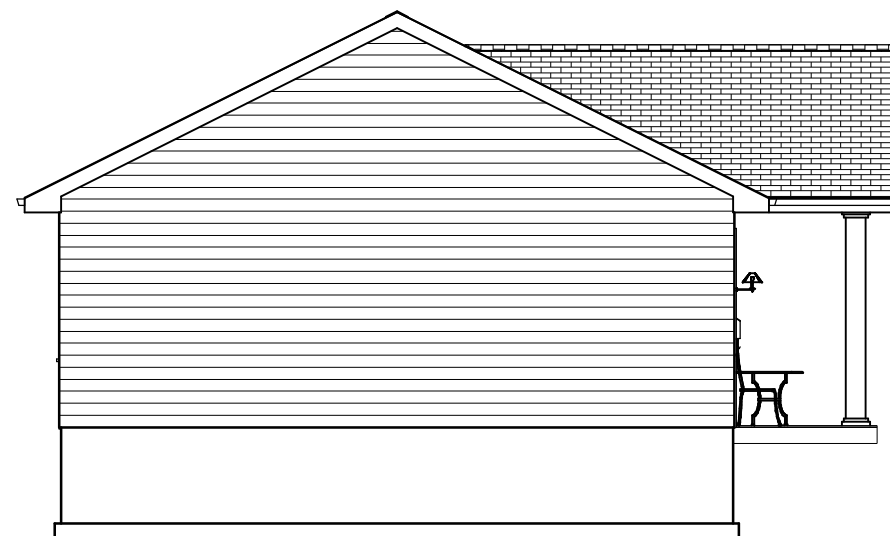
The funding for these projects is available in the County's Housing Fund 225. These funds do not impact the General Operating funds of the County of Kalamazoo.



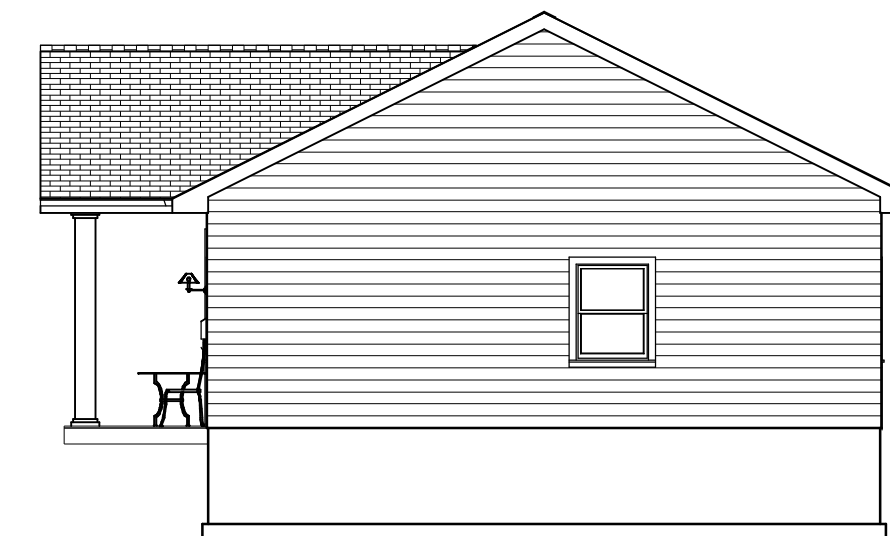
FRONT ELEVATION 1/4" = 1'



REAR ELEVATION 1/8" = 1'



LEFT ELEVATION 1/8" = 1'



RIGHT ELEVATION 1/8" = 1'

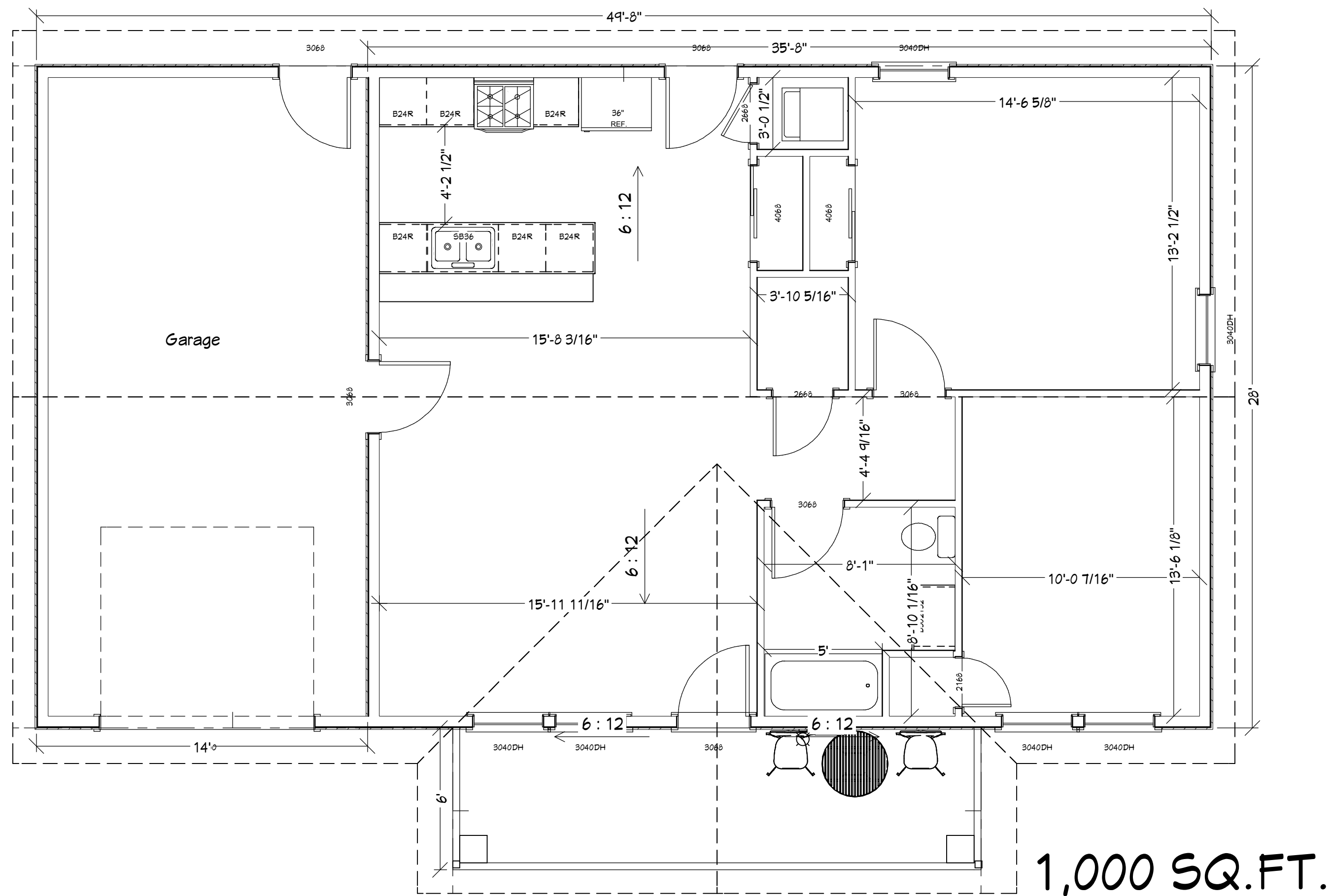
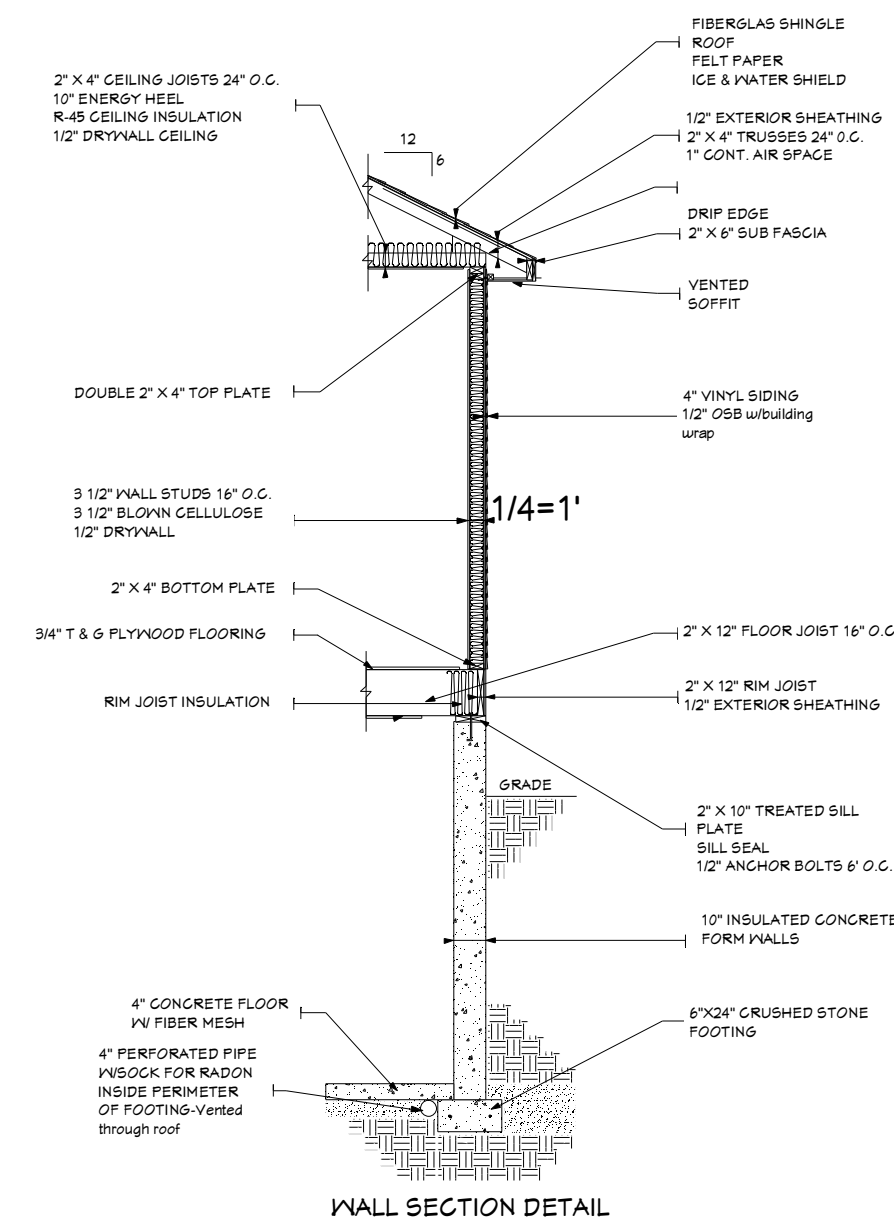
MARTZ HOME BLDG., L.L.C.
7545 S. 10th St.
Kalamazoo, MI. 49009
(269)207-2920
Drawn by: DLM

Page #
1

Scale
1/4" = 1'

Plan: KNHS
**Oakland 2
Bedroom**





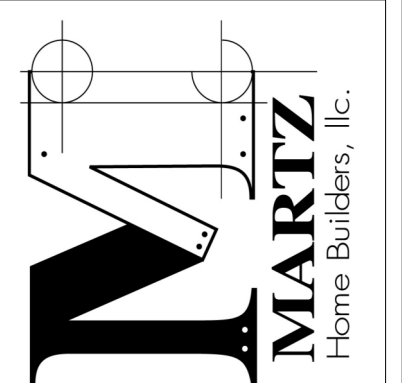
MAIN FLOOR PLAN 1/4"=1'

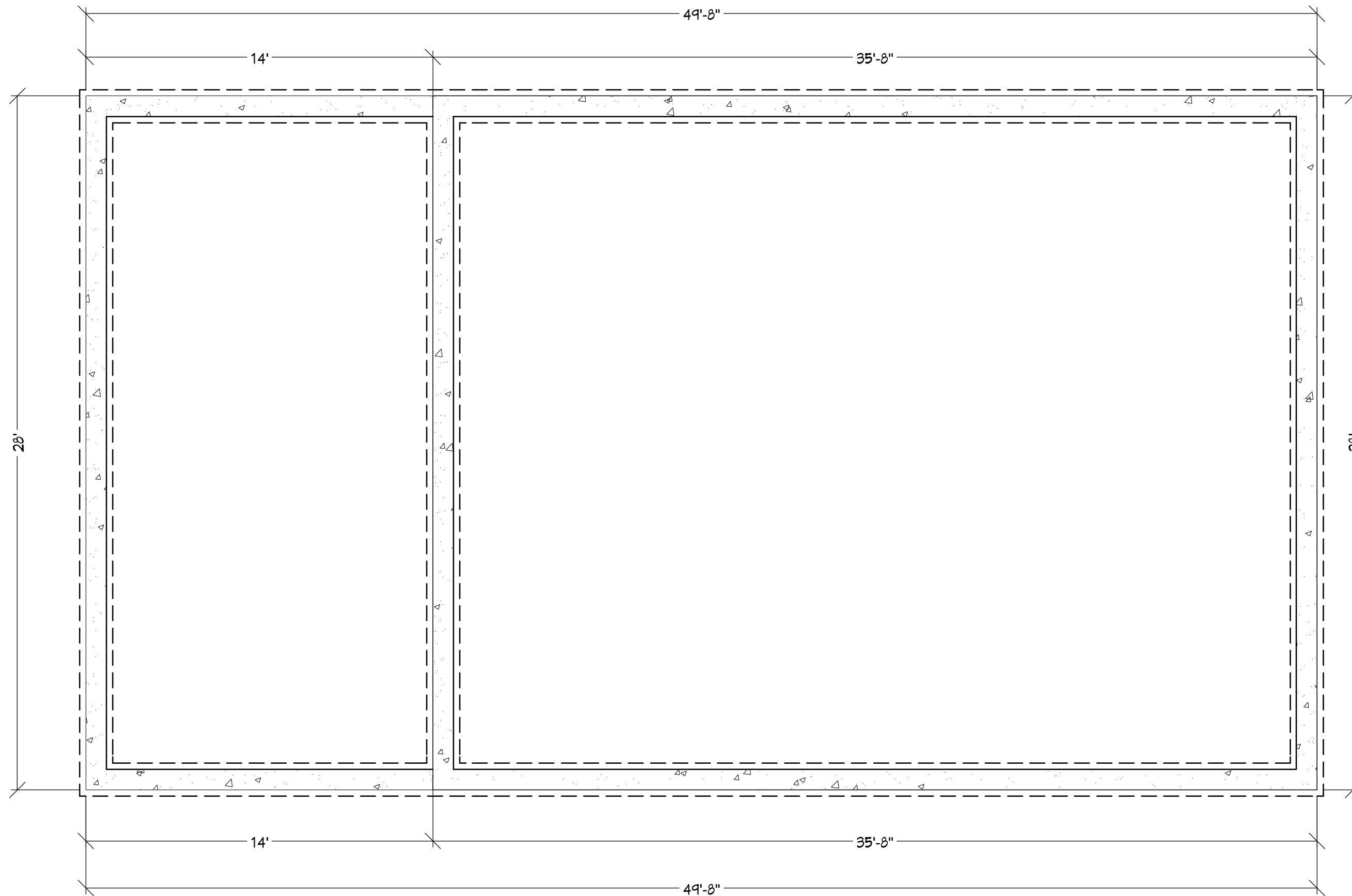
MARTZ HOME BLDG., L.L.C.
7545 S. 10th St.
Kalamazoo, MI. 49009
(269)207-2920
Drawn by: DLM

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2

Scale
1/4" = 1'

Plan: KNHS
Oakland 2
Bedroom





FOUNDATION PLAN 1/4"=1'



Plan: KNHS
Oakland 2
Bedroom

Scale
1/4" = 1'

Page #
3

MARTZ HOME BLDG., L.L.C.
7545 S. 10th St.
Kalamazoo, MI. 49009
(269)207-2920
Drawn by: DLM

DRAFT Illustrative rendering provided by KNHS for 7905 Oakland Drive



**ARTICLE SEVENTEEN
EXECUTION AND DELIVERY**

This Agreement shall not be effective unless Purchaser executes the Agreement and final approval is given by the Portage City Council.

IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective the day and year first above written.

PURCHASER:

KALAMAZOO NEIGHBORHOOD
HOUSING SERVICES

By: _____

Beth McCann

Its: Acting Executive Director

SELLER:

CITY OF PORTAGE

By: _____

Adam Herringa

Its: Acting City Manager

EFFECTIVE DATE
(City Council)
(Approval)

APPROVED AS TO FORM

DATE

6/10/2022
Catherine Kaufman
CITY ATTORNEY

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

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 1 TO SELL REAL ESTATE**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on

_____, 2022 at 7:00 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____.

BE IT RESOLVED that the City of Portage sell the following described property to
Kalamazoo Neighborhood Housing Services for the sum of Five Hundred (\$500.00) Dollars:

All that certain parcel of real estate situated in the City of Portage, County of Kalamazoo
and State of Michigan, to-wit:

Parcel No. 05940-004-O

Legal Description: OAKLAND CENTER ACRES LOT 4

More commonly known as 7905 Oakland Drive Portage, Michigan 49024

BE IT FURTHER RESOLVED that notice, in substantially the form attached as Exhibit A,
be published in a newspaper of general circulation within the City, giving notice of the City's intent
to sell the above described premises.

AYES: 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 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

Approved 6/10/2022 on

Catherine Krueger

City Attorney

EXHIBIT A

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

PLEASE TAKE NOTICE, that on the ____ day of _____, 2022, the City Council of the City of Portage voted to sell property commonly known as 7905 Oakland Drive Portage, Michigan 49024 (Parcel No. 05940-004-O) to KALAMAZOO NEIGHBORHOOD HOUSING SERVICES, for the sum of Five Hundred (\$500.00) Dollars.

PLEASE TAKE FURTHER NOTICE that the Resolution authorizing this action is on file with the City Clerk and open for public inspection. Said document will be on file with the City Clerk for twenty-eight (28) days and may be inspected at the Clerk's office during regular working hours. After said twenty-eight (28) days and twenty (20) days after publication of this Notice of

Intention to Sell Real Estate, the Council may take final action and sell said property.

Dated: _____, 2022

Erica Eklov, City Clerk

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.

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
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

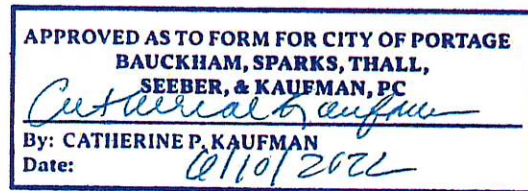
By: _____

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: Resolution for sale of city-owned parcel at 5916 Oakland Drive

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Adopt a resolution to sell city property at 5916 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services.

The Administration has negotiated an agreement with Kalamazoo Neighborhood Housing Services to sell a city-owned parcel at 5916 Oakland Drive Portage, MI 49024 (Parcel No.02080-002-O) for five hundred dollars (\$500.00). The sale will facilitate the construction of a single-family dwelling unit for a family at 80% AMI to be built through the Kalamazoo Attainable Homes Partnership with Kalamazoo County millage funding awarded in April 2022. This project will help achieve the Council's goal of "Attracting residential development that provides a mixture of housing for all income levels" as shown in the Fiscal Year 2022-2023 City of Portage Budget under the Strategic Priorities "Neighborhood" category. As detailed in the [Michigan Statewide Housing Plan](#), housing is the cornerstone of thriving communities and "*Michigan has a pressing need to develop, rehabilitate, and preserve housing across the state at price points for every level of income.*"

The Kalamazoo County Board of Commissioners approved grant funding totaling \$1,100,000 for a variety of Single Family Scattered Housing projects at the April 5, 2022 meeting. Kalamazoo Neighborhood Housing Services (KNHS) was awarded \$300,000 for two new builds in the City of Portage for two families at 80% AMI. Detailed background information on the applications, project awards, millage history, and implementation process is provided in the attached Board of Commissioners report dated April 5, 2022, prepared by Kalamazoo County Housing Commissioner Mary Balkema.

KNHS is a nonprofit founded in 1981 that provides homeownership programs for individuals and families needing help building and purchasing affordable housing. KNHS offers a variety of specialized loan products and financial education services to anyone in Kalamazoo County. Financial education classes are a requirement for individuals and families who wish to be eligible to purchase one of the KNHS Attainable Homes. KNHS offers the opportunity for low- and moderate-income households to achieve sustainable, affordable homeownership.

The Kalamazoo Attainable Homes Partnership (KAHP) is a collaboration between The Home Builders Association of Western Michigan (HBA), Kalamazoo Neighborhood Housing Services (KNHS), and Local Initiatives Support Corporation (LISC). According to their website, *KAHP seeks to provide high-quality homes built by HBA members that are both attainable in cost and provide the homeowners with low maintenance costs. KAHP homes feature the same quality construction that goes into many custom homes, such as 50-year roofing, energy saving insulation and heating and air conditioning systems,*

durable flooring materials and so much more – saving families in these homes thousands a year in utilities bills and maintenance for generations to come. One of the unique efforts that made KAHP possible was the collaborative design by a number of HBA builders working together to integrate the most efficient design possible.

If approved by Council, the sale of this parcel will facilitate one of the first Attainable Homes in the City of Portage. The project is supported by the \$300,000 of “Year 1” millage grant funding from the Kalamazoo County Board to support the construction of two (2) single-family dwelling units for two (2) families at 80% AMI. Both dwellings to be constructed in Portage will utilize the approved KAHP ranch-style floor plan - a single-story, 2 bedroom home, with a kitchen, living room, garage, driveway, and covered front porch (attached for review). For both of the sites in Portage, this home size and style is very contiguous with the neighborhood, and neighboring house sizes and styles. As the KAHP has worked diligently to keep building costs minimized and the implementation process efficient, no modifications or customization is available for the approved KAHP floor plan and styles. However, significant input from KNHS customers was elicited and incorporated into the standard floor plan designs on the front end, to ensure the layout and design met the expectations and needs of as many people and families as possible.

During the process of establishing this new housing collaboration between KNHS and the City of Portage, staff from both teams reviewed several potential city-owned properties. Two proposed sites were originally submitted for consideration in the application submitted for Kalamazoo County millage funding (7905 Oakland Drive and 130 Amos Drive). Following the county’s award approval and completion of due diligence, KNHS determined only one of the proposed sites in Portage, 7905 Oakland Drive, to be suitable and consistent with the criteria for the KAHP. KNHS and the City Administration worked together, and in consultation with Kalamazoo County Housing Commissioner Balkema, to confirm a second city-owned site, 5196 Oakland Drive, that was deemed suitable for the program. The proposed sale of these two properties – 7905 and 5916 – on Oakland Drive is therefore presented for the Council’s consideration.

In addition to meeting KNHS/KAHP criteria, the City Administration has concluded that the proposed site at 5916 Oakland Drive is a conforming, buildable lot from planning and zoning perspectives, and will importantly provide the new homeowner with a safe neighborhood and meaningful access to a wide range of nearby amenities including shopping, services, schools, childcare, and transportation, many of which are walkable. The City Administration has also concluded the property is not needed for a future utility or other city-related uses.

While the 1,000 sq.ft floor area of the KNHS Attainable Home is designed to meet client needs, ensure an affordable sale price and predictable building costs, it does not currently meet the City's required minimum floor area of 1,360 sq.ft in the R-1B zoning for a one-story home. The home design and site layout is, however, architecturally consistent with the character of surrounding properties in the neighborhood having a similar façade variation, building orientation, and exterior materials. Even so, to ensure compliance with the current code, the two attainable homes proposed at 7905 Oakland Drive and 5916 Oakland Drive will be presented to the Zoning Board of Appeals (ZBA) at the August 8, 2022 meeting, for a variance request.

A sale price of \$500.00 is proposed by the Administration, which is consistent with the standard per parcel sale price agreed to between KNHS and Kalamazoo City, as well as KNHS and the Kalamazoo

County Land Bank, for similar projects. It is recommended that City Council adopt a resolution to sell city property at 5916 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services.

FUNDING: It is proposed that as a partner to this initiative, the City of Portage will incur/absorb any potential water or sewer connection fees with FY2022-23 Capital Improvement Program “Workforce Housing Infrastructure Improvements” project. Per the Assessor’s Office, there is currently nothing owed related to front foot benefit charges for special assessments on water and sewer, which were paid when structures existed on the parcel. The sales agreement will include a provision that following Closing, the city will reimburse the buyer for the cost of excavating any footings and/or foundations existing on the property, exclusive of any other on-site work. At Closing, the seller (City of Portage) will pay all transfer and/or conveyance taxes assessed in connection with the Closing; costs related to seller’s professionals and consultants; and one half of the title company's closing fee in connection with this transaction. The \$500.00 from the property sale may be used to cover, in part or in whole, any of the costs outlined above.

- Attachments:**
1. 5916 Oakland Drive - Property Profile and Map
 2. April 5 BOC Agenda SF Creative Rehab final
 3. KAHP Floor Plan
 4. Resolution and Exhibit for Sale of 5916 Oakland Drive
 5. 5916 Oakland Dr - KNHS-City of Portage KAHP Purchase Agreement

5916 Oakland Drive

Existing Property Information

Assessed Value: *[none listed]*

Current Land Use: Vacant

Date of Last Sale: October 9, 1998

Zoning: R-1B Single Family Residential

District

Min. Building Yard Setbacks:

- **Front:** 30 feet
- **Rear:** 40 feet
- **Sides:** 10 feet

Max. Building Lot Coverage: 30%

Min. Residential Floor Area for proposed use:

- **1 Story:** 1,280 square feet if with basement of at least 440 square feet; or 1,360 square feet basement if with basement less than 440 square feet.



Utilities:

City of Portage Water & Sewer available. Exact location of all utilities should be field verified. Private utilities such as electrical, phone, internet, etc. are available and should be field verified/ coordinated with utility company. Trash, recycle, and yard waste pick up are eligible at site.

Access:

Property abuts Oakland Drive, is adjacent to W. Milham Avenue, and is within close proximity to I-94 highway. All site plan elements including future curb cut will be coordinated with City of Portage. Sidewalk and bike lanes exist along the Oakland Drive corridor.

Neighborhood Amenities:

The property is walkable to amenities including:

- | | | |
|-------------|-----------------------|-------------------|
| - shopping, | - and close proximity | - Portage North |
| - banking, | to daycare, and | Middle School and |
| - dining, | health clinics. | Portage Northern |
| - parks, | - bike path, | High School. |
| - transit, | | |

History: The site was originally developed with a house, which was moved off site around 2000.



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

TO: Honorable Chair Quinn, Vice Chair Morales, Board of Commissioners

FROM: Prepared by: Mary Balkema, Housing Director
Reviewed by: Lyndi Warner, MPA, Interim Deputy County Administrator-External Services

RE: Request of Allocation of Housing Millage dollars for Single Family Scattered Housing, Opportunistic Creative Project and the Rehab of Single- Family Homes.

DATE: April 5, 2022

RECOMMENDATION:

It is recommended that the County Board approve grant funding for the following Single Family Scattered Housing projects in the amount of **\$1,100,000**:

- Northside Association for Community Development in the amount of **\$311,862** for one new build on Ransom Street for a family at 30% AMI.
- Kalamazoo Neighborhood Housing Services in the amount of **\$300,000** for two new builds in the city of Portage located at 130 Amos Drive and 7905 Oakland Drive for two families at 80% AMI.
- Kalamazoo Valley Habitat for Humanity for four homes on the Eastside of Kalamazoo located on Foresman Drive, Gayle, and Charlotte in the amount of **\$170,000**. The money would bridge the GAP between the cost of construction and the affordability for families at 30% AMI.
- Playgrown in the amount of **\$318,138** for the development of five (2-3) bedroom tiny homes on foundations and five tiny homes on wheels at the location of Ampersee/River Street in the city of Kalamazoo. The project will target folks in our community living at or below 30% AMI thru a cooperative living and ownership model that returns profit and equity back to the owners/members. The city of Kalamazoo will support the permanently affixed structures with loan funding.

It is also recommended that the County Board approve grant funding for the following **Opportunistic Creative** projects in the amount of **\$500,000 for the 2022 millage and \$500,000 for the 2023 millage**:

- Full Circle Communities Inc. (FCC) in the amount of **\$400,000** for the preservation of the 96 unit Pinehurst Townhomes Project, located at 6740 Andover Street in Oshtemo Township. After the completion of the renovation, the project will have ten 30% units, fourteen 40% units, fifty-seven 50% units, fifteen 60% units, and a total of 15 Project Based Voucher units at 50% AMI. The project will leverage over \$13 million in a MSHDA permanent mortgage, equity from a tax credit syndication, and other development sources. The project was built in 1997 and the LIHTC

HOUSING DEPARTMENT

201 West Kalamazoo Avenue | Kalamazoo, MI 49007

Phone: 269.720.3246 | www.kalcounty.com/housing

compliance ensures the property will be maintained for 20 years and will be *affordable*. This property is an existing LIHTC project that won't be lost to the market with FCC's acquisition and will remain affordable. The property is also going to receive about \$5MM in much-needed capital improvements that will benefit existing and future tenants.

- Layla's Cool Pops in the amount of **\$100,000** for the purchase of a four-unit house located at 913 South Westnedge. The desire is to provide affordable/workforce rents to young adults in need of assistance in navigating life skills and employment, with priority given to those leaving foster care or emancipated and houseless adults trying to find affordable/workforce housing and/or who are taking steps toward self-sufficiency.
- MTZ Northside housing senior project – vouchers in the amount of **\$500,000** to be granted out of the **2023** millage. The grant funding for the building was approved at the March 15th meeting for 2023 millage dollars in the amount of \$740,000. This funding would guarantee only residents earning 30% or lower of the Area Median Income (\$16,260 for individuals) would be eligible to receive this subsidy. The compliance period is 15 years. If tax credits are not granted to this project, this funding commitment will expire on December 31, 2024, for both the multifamily dollars and the voucher dollars.

It is further recommended that the County Board approve grant funding for the following **Rehab** projects in the amount of **\$1,000,000**:

- Better World Builders in the amount of **\$75,000** for the critical repairs of up to four homes located in the city of Galesburg. This is a target area as the average home value is \$118,238.
- Building Blocks of Kalamazoo in the amount of **\$15,000** for supplies, exterior doors, porch materials, and windows in a targeted area on the Ada Street Corridor located in the Northside of the city of Kalamazoo.
- City of Portage in the amount of **\$221,465**. These dollars will be used to leverage up their CDBG allocation for housing rehab.
- LISC Kalamazoo in the amount of **\$688,535** for the Homeownership Preservation Partnership (HOPP) which will geographically target owner-occupied dwellings located in Kalamazoo Township. Kalamazoo LISC will work closely with KNHS, and Community Homeworks. Through this collaboration, Community Homeworks, KNHS, and LISC plan to improve the quality of life of Kalamazoo County residents and seek to be good stewards of these tax dollars by revolving a portion of the funding through a grant/recoverable 0% loan program. This project will exclusively serve families that are low to moderate-income, with a specific focus on families that are between 30-80% of Area Median Income (AMI), many of whom are BIPOC individuals, as well as many that are single-parent households, elderly individuals, and other underserved groups. Over 80% of the individuals served by Community Homeworks are BIPOC households, and around one-fifth of the homes they served last year were occupied by individuals with disabilities.

BACKGROUND:

In November of 2020, the voters approved a special millage for housing programs which included rental subsidies, permanent housing, and related supportive services. The millage approved by the voters was not to exceed .75 mills for a period of 8 years. Due to the headlee rollback, the millage rate levied on the winter tax bill was .7485 mills and will generate approximately \$7,101,332.47. In December 2020, a

housing director was hired and began the work of implementing the millage. On February 23, 2021, the BOC led a community conversation and heard extensive feedback on the need for the millage and how the money should be spent. On March 16, 2021, the BOC had a discussion with Lee Adams from the W.E. Upjohn Institute and subsequently contracted with them to perform a county wide housing study. That work is underway and will be completed May/June 2022.

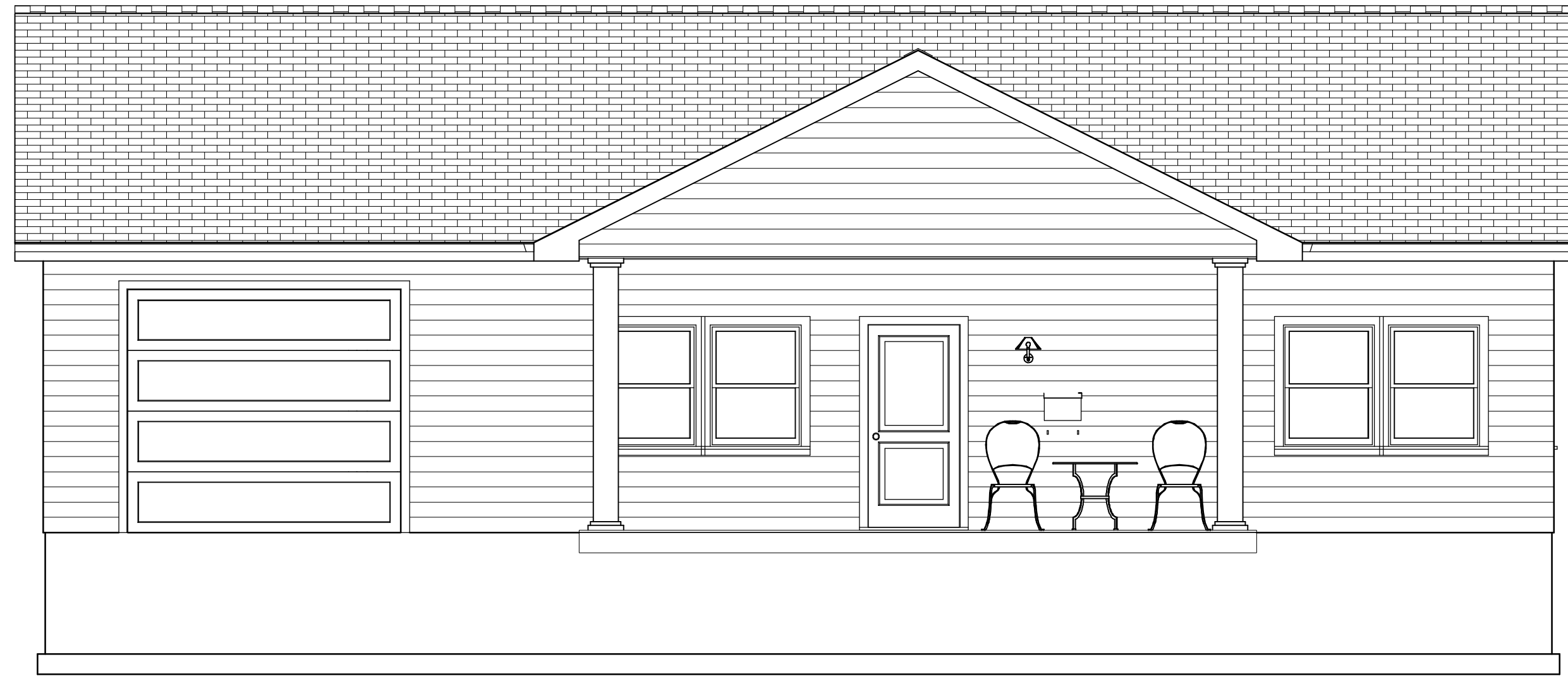
In September 2021, The County purchased the Amplifund portal to help assist the grant management process. The system was programmed first with the housing millage followed by ARPA Funds. The grant system was rolled out to prospective developers and housing partners in December 2021. The portal was open for one month, closing on January 15, 2022. We received 31 applications for 5 opportunities listed in the proposal. The 5 opportunities include, multifamily housing, single family scattered housing, housing rehab, opportunistic creative projects, and supportive services.

COMMISSION STRATEGIC VISION ALIGNMENT:

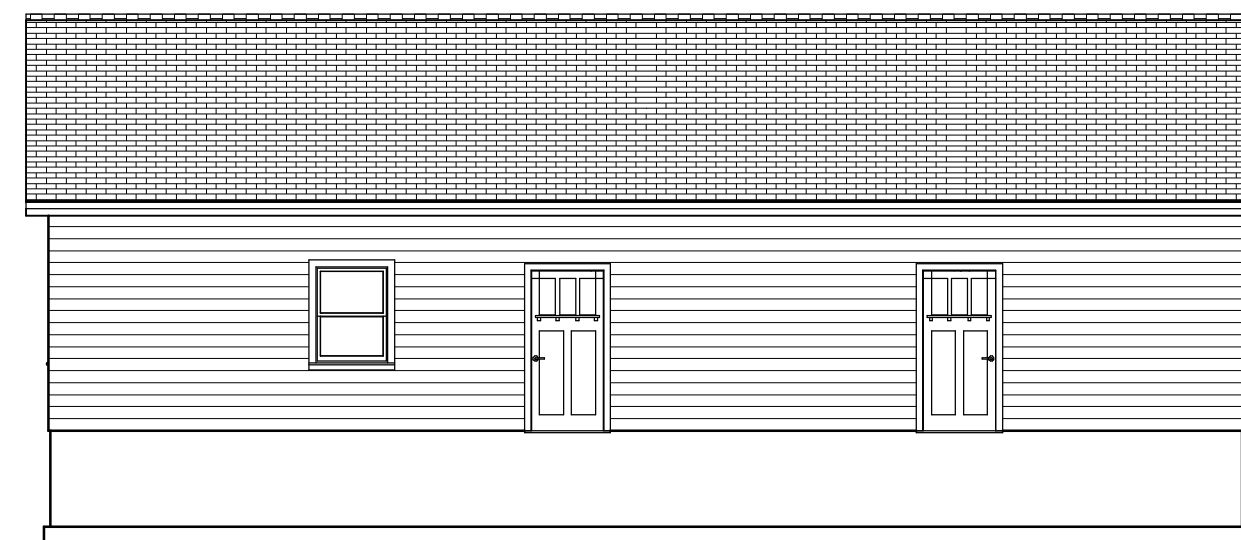
Implement the homelessness/ Affordable Housing innovative initiative. This priority was outlined in the 2022 adopted budget as the #2 priority of the Board. ***To date, the BOC has approved \$125,000 for the Public Housing Commission, \$67,000 for the Homeless Shelter managed by ISK, and \$3,000,000 for multi-family projects from the 2022 Housing millage.***

FISCAL IMPACT:

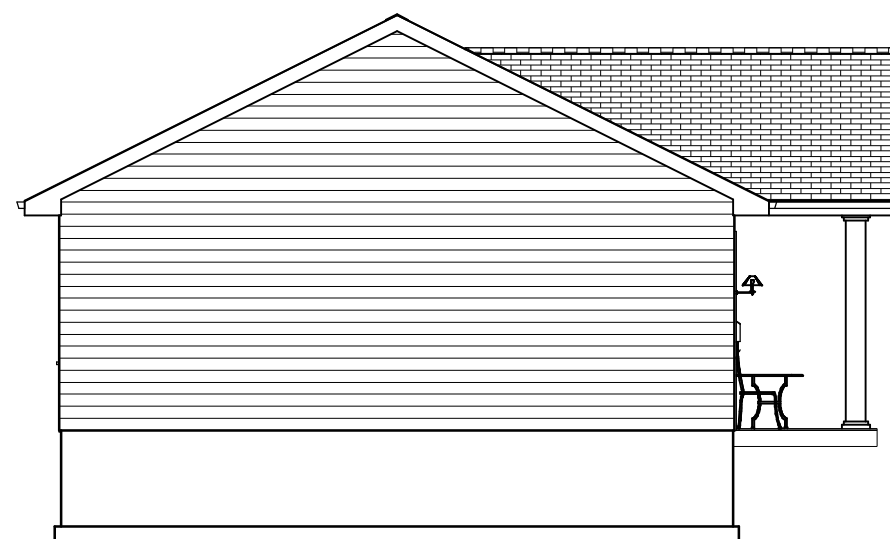
The funding for these projects is available in the County's Housing Fund 225. These funds do not impact the General Operating funds of the County of Kalamazoo.



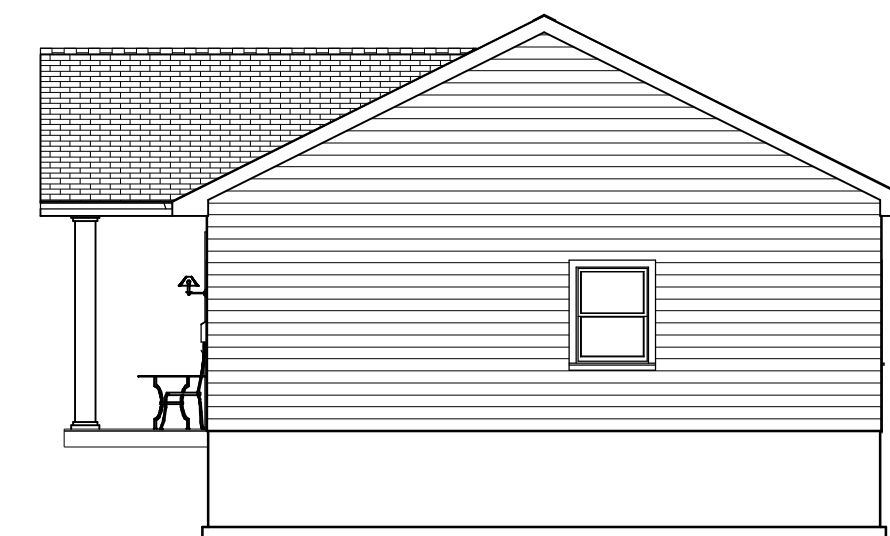
FRONT ELEVATION 1/4" = 1'



REAR ELEVATION 1/8" = 1'



LEFT ELEVATION 1/8" = 1'



RIGHT ELEVATION 1/8" = 1'

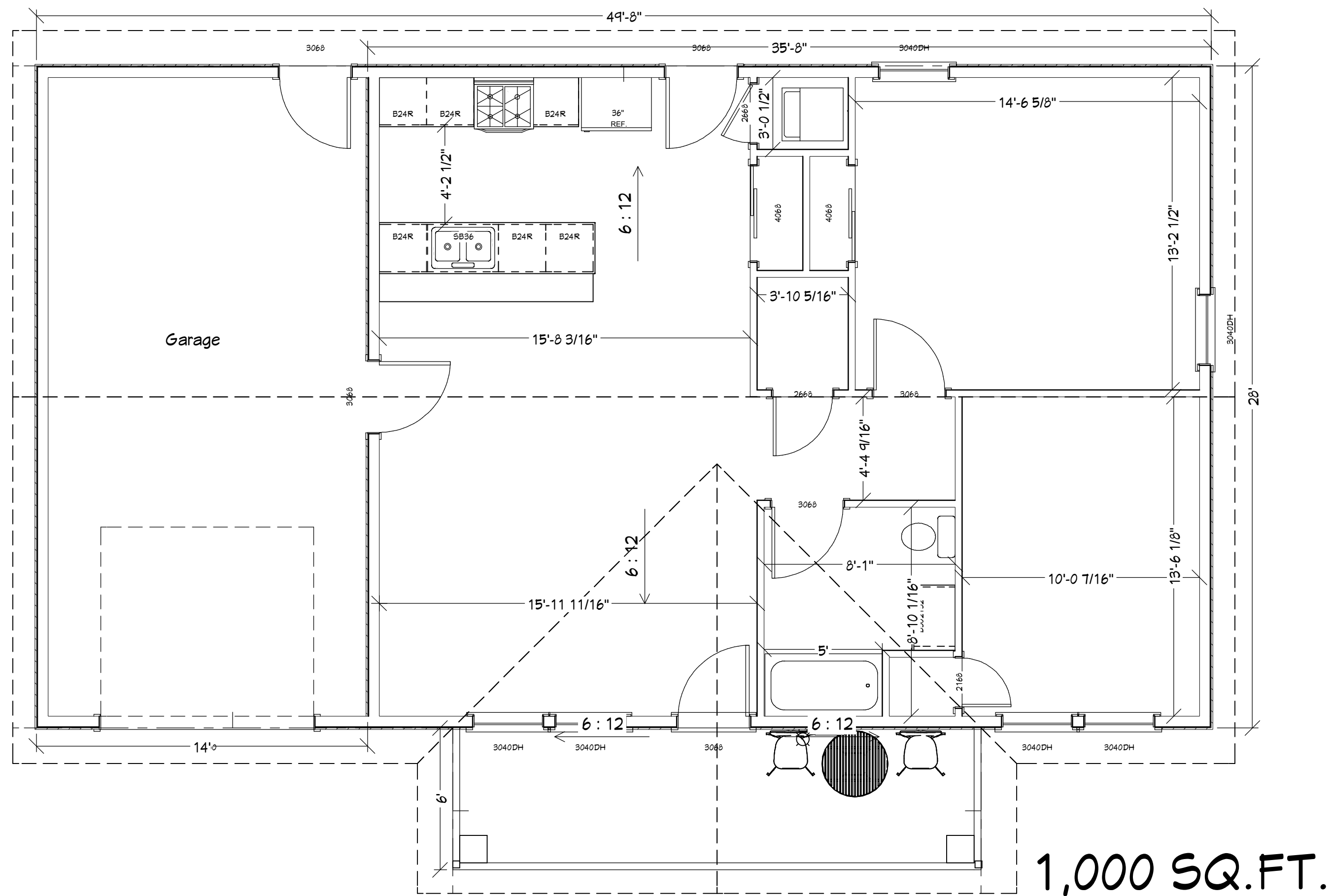
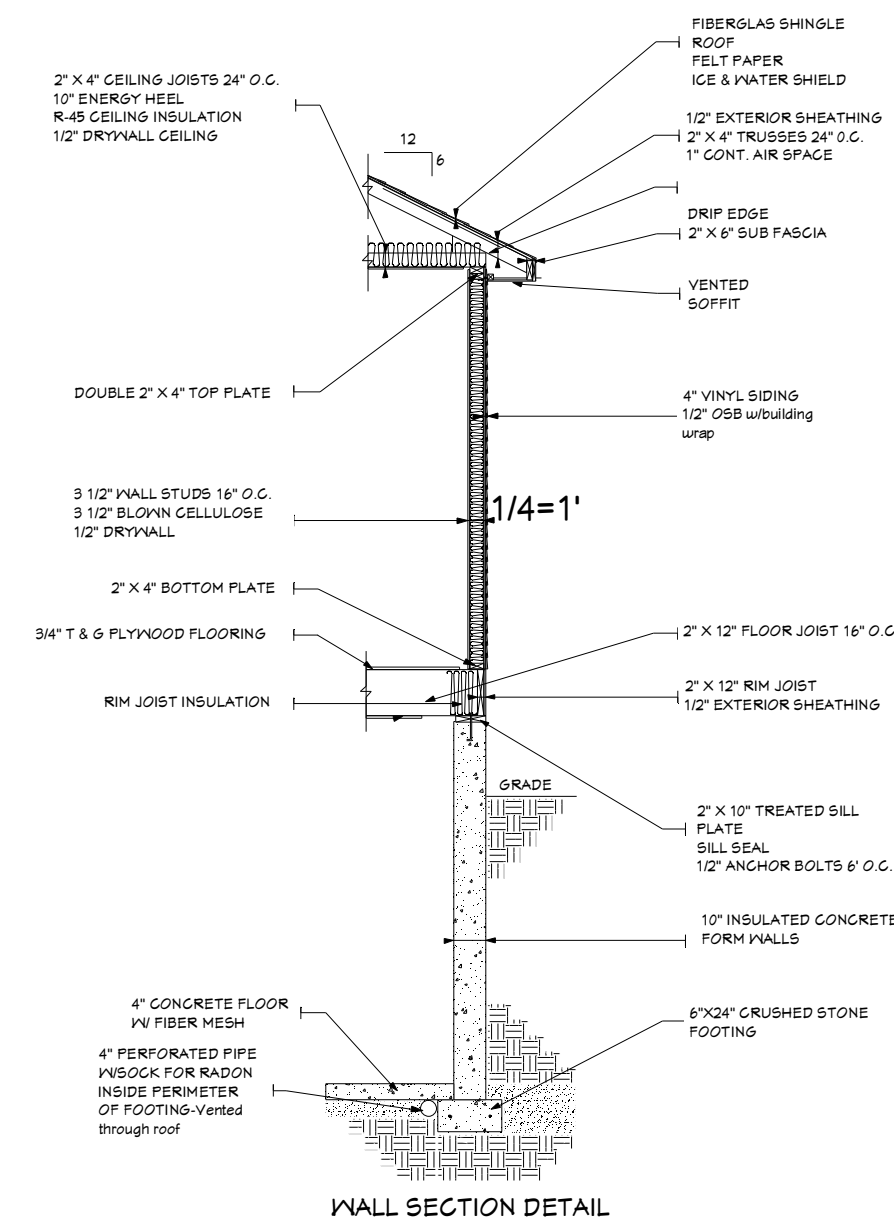
MARTZ HOME BLDG., L.L.C.
7545 S. 10th St.
Kalamazoo, MI. 49009
(269)207-2920
Drawn by: DLM

Page #
1

Scale
1/4" = 1'

Plan: KNHS
Oakland 2
Bedroom





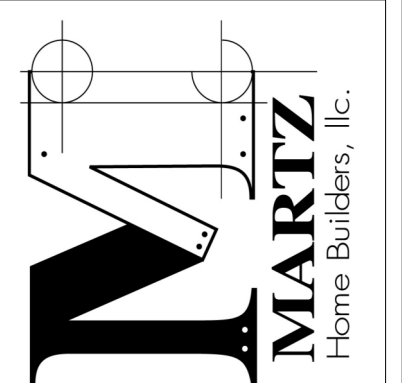
MAIN FLOOR PLAN 1/4"=1'

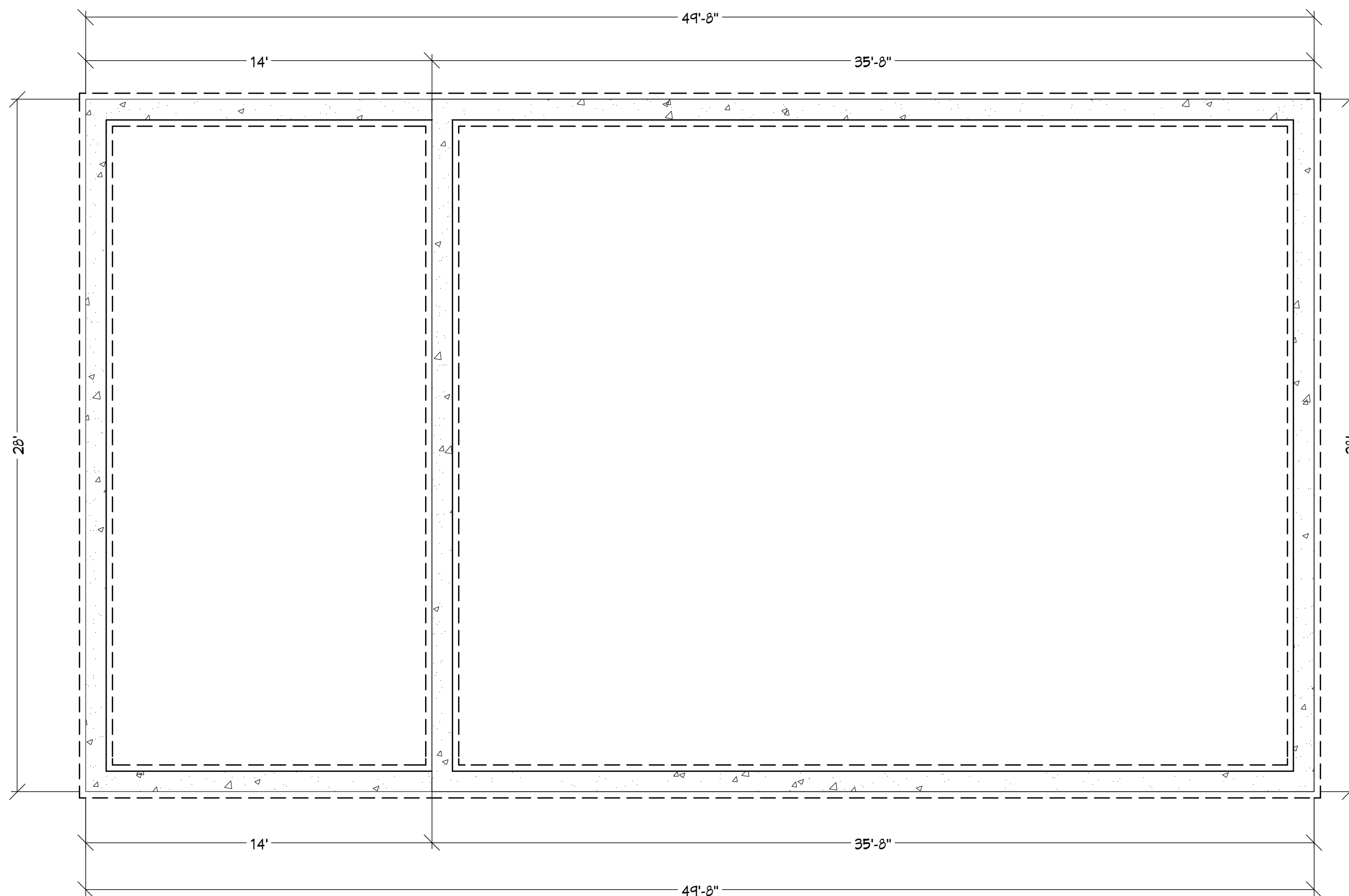
MARTZ HOME BLDGS., L.L.C.
7545 S. 10th St.
Kalamazoo, MI. 49009
(269)207-2920
Drawn by: DLM

Page #
2

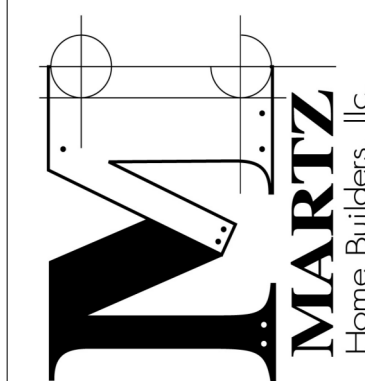
Scale
1/4" = 1'

Plan: KNHS
Oakland 2
Bedroom





FOUNDATION PLAN 1/4"=1'



Plan: KNHS
Oakland 2
Bedroom

Scale
1/4" = 1'

Page #
3

MARTZ HOME BLDG., L.L.C.
7545 S. 10th St.
Kalamazoo, MI. 49009
(269)207-2920
Drawn by: DLM

**ARTICLE SEVENTEEN
EXECUTION AND DELIVERY**

This Agreement shall not be effective unless Purchaser executes the Agreement and final approval is given by the Portage City Council.

IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective the day and year first above written.

PURCHASER:

**KALAMAZOO NEIGHBORHOOD
HOUSING SERVICES**

By: _____

Beth McCann

Its: Acting Executive Director

SELLER:

CITY OF PORTAGE

By: _____

Adam Herringa

Its: Acting City Manager

EFFECTIVE DATE
(City Council)
(Approval)

APPROVED AS TO FORM

DATE

6/10/2022
Catherine Kaufman
CITY ATTORNEY

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

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 1 TO SELL REAL ESTATE**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2022 at 7:00 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____.

BE IT RESOLVED that the City of Portage sell the following described property to Kalamazoo Neighborhood Housing Services for the sum of Five Hundred (\$500.00) Dollars:

All that certain parcel of real estate situated in the City of Portage, County of Kalamazoo and State of Michigan, to-wit:

Parcel No. 02080-002-O

Legal Description: DEVISSER PLAT, LOT 2

More commonly known as 5916 Oakland Drive, Portage, Michigan 49024

BE IT FURTHER RESOLVED that notice, in substantially the form attached as Exhibit A, be published in a newspaper of general circulation within the City, giving notice of the City's intent to sell the above described premises.

AYES: 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 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

Approved 6/10/2022 on



City Attorney

EXHIBIT A

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

PLEASE TAKE NOTICE, that on the ____ day of _____, 2022, the City Council of the City of Portage voted to sell property commonly known as 5916 Oakland Drive, Portage, Michigan 49024 (Parcel No. 02080-002-O) to KALAMAZOO NEIGHBORHOOD HOUSING SERVICES, for the sum of Five Hundred (\$500.00) Dollars.

PLEASE TAKE FURTHER NOTICE that the Resolution authorizing this action is on file with the City Clerk and open for public inspection. Said document will be on file with the City Clerk for twenty-eight (28) days and may be inspected at the Clerk's office during regular working hours. After said twenty-eight (28) days and twenty (20) days after publication of this Notice of

Intention to Sell Real Estate, the Council may take final action and sell said property.

Dated: _____, 2022

Erica Eklov, City Clerk

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