

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of July 12, 2022.
2. Approve the Accounts Payable Register of July 26, 2022 as presented.
3. Receive the City of Portage Brownfield Redevelopment Plan with Brownfield Redevelopment Plan Amendment No. 10, Tall Timbers, 3413 W. Centre Avenue as an exception to the current City of Portage Brownfield Redevelopment Incentive Policy, and set a Public Hearing for August 9, 2022.
4. Receive the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 11, IPUSA, 801 E. Milham, as an exception to the current City of Portage Brownfield Redevelopment Incentive Policy, and set a public hearing for August 9, 2022.
5. Approve a one-year contract with Emergency Vehicle Products of Kalamazoo, Michigan, for Fire Division apparatus maintenance and police/fire vehicle retrofitting as-needed, with the option for three one-year renewals, and authorize the City Manager to execute all documents related to this matter on behalf of the city.
6. Approve the sole source purchase of 800 MHz dual-band radios from Motorola Solutions/Roe-Comm in the amount of \$445,248.07, and authorize the City Manager to execute all documents related to this matter on behalf of the city.
7. Award contracts in the amount of \$107,967 (\$63.51 per ton for 1,700 tons) for early delivery ice control salt from Detroit Salt and in the amount of \$66,480 (\$66.48 per ton for 1,000 tons) for seasonal backup ice control salt on an as-needed basis from Detroit Salt, and authorize the City Manager to execute all documents related to these contracts on behalf of the city.
8. Award a contract to perform engineering services for the Cooley Drive Reconstruction Project to Prein&Newhof, Kalamazoo, Michigan in the amount not to exceed \$136,600 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
9. Minutes of Boards & Commissions:
 - a. Brownfield Redevelopment Authority of May 4, 2022.
 - b. Historic District Commission of May 4, 2022.
10. Materials Transmitted.
11. Calendar of Meetings:
 - Historic District Commission, August 3, 2022 -- CANCELLED.
 - Park Board, August 3, 2022 at 6:30 p.m. at Eliason Nature Reserve.
 - Human Services Board, August 4, 2022 -- CANCELLED.
 - Planning Commission, August 4, 2022 at 7:00 p.m. at City Hall.

- Zoning Board of Appeals, August 8, 2022 at 7:00 p.m. at City Hall.

NOTE: All above meetings are subject to cancellation or inclusion/transition of a "virtual" aspect due to the on-going health crisis. Please monitor the City of Portage website at www.portagemi.gov for additional information. Major meetings may be viewed live on Charter channel 995 and AT&T channel 99 or live streaming at portagemi.gov/205.

B. Petitions and Statements of Citizens:

C. Communications:

D. Public Hearings:

1. 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.
2. 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.

E. Regular Business Agenda:

F. Unfinished Business:

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.

CITY COUNCIL MEETING MINUTES FROM JULY 12, 2022

Mayor Patricia Randall called the Regular Meeting to order at 07:00 PM in the Council Chambers at Portage City Hall.

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

ABSENT: Councilmember Lori Knapp.

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

At the request of Mayor Randall, the audience observed a moment of silence in welcoming new City Manager Patrick McGinnis. Following the moment of silence, the City Council recited the Pledge of Allegiance. City Clerk Eklov then swore in Patrick McGinnis as the eighth City Manager for the City of Portage.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Urban removed Item A. 3 (Penridge Trail). Motion by Pearson, seconded by Ledbetter, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 6 to 0.

Approval of Minutes: Motion by Pearson, seconded by Ledbetter, to approve the City Council Meeting Minutes of the Regular Meeting of June 28, 2022. Upon a roll call vote, motion carried 6 to 0.

Accounts Payable Register: Motion by Pearson, seconded by Ledbetter, to approve the Accounts Payable Register of July 12, 2022, as presented. Upon a roll call vote, motion carried 6 to 0.

Accept the Brownfield Redevelopment Plan for Kotobuki Seating at 5200 S. Sprinkle Road: Motion by Pearson, seconded by Ledbetter, to 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. Upon a roll call vote, motion carried 6 to 0.

Ramona Park Plat Sanitary Sewer & Water Project - Tabulation of Proposals: Motion by Pearson, seconded by Ledbetter, to 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. Upon a roll call vote, motion carried 6 to 0.

Materials Transmitted: Motion by Pearson, seconded by Ledbetter, to receive the Materials Transmitted of June 28, 2022. Upon a roll call vote, motion carried 6 to 0.

Calendar of Meetings: Motion by Pearson, seconded by Ledbetter, to receive the Calendar of Meetings as presented. Upon a roll call vote, motion carried 6 to 0.

PETITIONS AND STATEMENTS OF CITIZENS:

Alan Loveridge (23965 88th Street, Marcellus) read a prepared statement regarding towing services and suggestions.

Beckett Jones (4725 Tiffany) advised of his campaign for 8th District Judge for Kalamazoo County for the upcoming August 2nd election and his background.

Mary Beth Nienstedt (8072 Wimbledon) noted an issue she had experienced with a city code enforcement staff person following a medical emergency response at her residence.

Carolyn Pesheck (6745 Shoreham) welcomed the new City Manager and encouraged him to explore a non-discrimination housing ordinance.

REGULAR BUSINESS AGENDA:

Pennridge Trail Planned Development: Councilmember Urban stated he had removed this item from the Consent Agenda to have a separate vote on the recommended action. He noted his prior opposition to the development and continued issues with the proposed plans. Motion by Burns, seconded by Pearson, to 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. Upon a roll call vote, motion carried 5 to 1 with Councilmember Urban voting no.

UNFINISHED BUSINESS:

Resolution for sale of city-owned parcel at 7905 Oakland Drive: At the request of the Mayor, City Manager McGinnis provided an update on the proposal. He noted the matter had remained status quo since it was first presented to the Council in June. Mayor Randall and Councilmember Burns complimented the collaboration with Kalamazoo Neighborhood Housing Services. Motion by Burns, seconded by Brayton, to adopt a resolution to sell city property at 7905 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services. Upon a roll call vote, motion carried 6 to 0.

Resolution for sale of city-owned parcel at 5916 Oakland Drive: As this item related to the previous item on the agenda, there was no additional discussion. Motion by Burns, seconded by Brayton, to adopt a resolution to sell city property at 5916 Oakland Drive for Five Hundred Dollars (\$500.00) to Kalamazoo Neighborhood Housing Services. Upon a roll call vote, motion carried 6 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Burns provided an update regarding the Central County Transportation Authority Board of Directors, providing an update regarding its recent strategic planning meeting. Mayor Pro Tem Pearson supplemented the update provided by Councilmember Burns and relayed that the recent meeting included a breakout session which showed the Kalamazoo Area Transportation Study and the City of Portage were the top two influential transit entities in the area.

Motion by Urban, seconded by Brayton, to receive the Council Committee Reports as provided. Upon a voice vote, motion carried 6 to 0.

STATEMENTS OF CITIZENS:

Ken Barnard (6166 Horizon Heights Drive, Kalamazoo) advised of his campaign for 9th Circuit Court Judge for Kalamazoo County and provided his background.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Brayton welcomed new City Manager Pat McGinnis.

Councilmember Burns highlighted the upcoming August 2nd Primary Election, noting the judicial positions included on the ballot and voter education information available via the Kalamazoo League of Women Voters and MLive.

Councilmember Urban welcomed new City Manager Pat McGinnis.

Councilmember Ledbetter thanked Deputy City Manager Herringa for his service as Acting City Manager and welcomed new City Manager Pat McGinnis. Councilmember Ledbetter then spoke

regarding gun violence and two recent crime instances from the prior day. He closed by recognizing the July 13th installation of the first Black American statue of Mary McLeod Bethune in the U.S. Capitol's National Statuary Hall.

City Manager McGinnis thanked everyone for a warm welcome, noting he was still learning but looking forward to working in Portage.

Mayor Pro Tem Pearson welcomed both the new City Manager and his wife to Portage and was also happy to welcome Mr. McGinnis' transferred Rotary membership from Grand Haven to Portage.

Mayor Randall highlighted the upcoming July 28 Community Open House at Fire Station #2 to meet the new City Manager. She then noted the recent printing issue with the 2022 summer tax bills and the City Administration's plan for corrections. Mayor Randall closed by sharing that the City of Portage was awarded \$1.1 million from the State of Michigan for a new fire truck apparatus.

ADJOURNMENT: Mayor Randall adjourned the meeting at 07:36 PM.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of July 26, 2022 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks, auto-pay payments, electronic payments and credit card payments. The attached Accounts Payable Register covers the period July 3, 2022 through July 16, 2022 and notes \$570,154.77 in automated clearing house payments, \$1,778,627.42 in paper checks, \$106,874.57 in auto-pay payments, \$777,105.92 in electronic payments and \$16,666.13 in credit card payments (June) for a grand total of \$3,249,428.81.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of July 26, 2022

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/03/22 to 7/16/2022

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Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
07/08/2022	17446(A)	A I S CONSTRUCTION EQUIP. CO.	EQUIPMENT REPAIR/MAINTENANCE	160.80
07/08/2022	17447(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES - MULT LOCATIONS	102,948.88
07/08/2022	17448(A)	ADVANTAGE ROOFING, INC.	CDBG RPL ROOFING, GUTTERS, DOWNSPOUTS	16,000.00
07/08/2022	17449(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERVICES	2,173.50
07/08/2022	17450(A)	AMAZON.COM SALES, INC.	FISHING POLES/EVENT SUP-PKS; OPER/OFC SUP-FIRE	2,392.29
07/08/2022	17451(A)	AMERICAN SAFETY & FIRST AID	FIRST AID SERVICES	431.47
07/08/2022	17452(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,630.00
07/08/2022	17453(A)	APOLLO FIRE APPARATUS REPAIR INC	ANNUAL HURST TOOLS MAINT	2,309.15
07/08/2022	17454(A)	AUMACK, MICHAEL	2022 SUMMER UMPIRE PAYROLL	200.00
07/08/2022	17455(A)	B S & A SOFTWARE	BS&A ONLINE FOR BLDG/PERMITTING & TR	1,000.00
07/08/2022	17456(A)	BCHS-HELPNET	EAP SERVICES	1,831.38
07/08/2022	17457(A)	BEEBE, RONALD E.	2022 SUMMER UMPIRE PAYROLL	350.00
07/08/2022	17458(A)	BENNETT, THOMAS L	SNAP REIMBURSEMENT	12.00
07/08/2022	17459(A)	BILL'S LOCK SHOP, INC.	REPAIR JANITOR CLOSET DOOR	110.00
07/08/2022	17460(A)	C D W GOVERNMENT, INC.	MICR PRINTER REPLACEMENT	621.98
07/08/2022	17461(A)	CARDINAL BUS, INC.	TRIP VENDOR PAYMENT 220629 LEGALLY BLOND	1,979.25
07/08/2022	17462(A)	CHARTER COMMUNICATIONS	CABLE TV	345.18
07/08/2022	17463(A)	CLEAN EARTH ENVIRONMENTAL SERV	STORM SEWER CLEANING,TELEVISING-LAKEVIEW DR	24,484.98
07/08/2022	17464(A)	CLEANIT CORP	VEHICLE CAR WASHES	528.01
07/08/2022	17465(A)	COMPLETE LANDSCAPING SOLUTIONS	CONTRACT MOWING FOR TALL GRASS AND WEEDS	522.65
07/08/2022	17466(A)	DATA CONSTRUCTS LLC	MONTHLY WEBSITE HOSTING SERVICES	97.95
07/08/2022	17467(A)	DEPATIE FLUID POWER CO., INC.	BUILDING REPAIR/MAINT	95.50
07/08/2022	17468(A)	EARLE, SHELIA L	FITNESS INSTRUCTION	580.00
07/08/2022	17469(A)	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PAYMENT 220725 MYSTERY TRIP	24,721.00
07/08/2022	17470(A)	EDWARDS, HENRY	2022 SUMMER UMPIRE PAYROLL	125.00
07/08/2022	17471(A)	ENVIRONMENTAL SYSTEMS RESEARCH	ARCGIS URBAN ONLINE LICENSE FOR GIS	4,117.81
07/08/2022	17472(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	REPLACE RAMP FOR MILLENNIUM PARK, FAB SVCS	4,884.96
07/08/2022	17473(A)	FERGUSON WATERWORKS #3386	STORM DRAIN CASTING FOR SOUTH WESTNEDGE	887.38
07/08/2022	17474(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,174.44
07/08/2022	17475(A)	FIRE SERVICE MANAGEMENT	FIRE PPE INSPECTION, REPAIR, CLEANING	4,889.86
07/08/2022	17476(A)	FOREMOST SALES COMPANY LLC	PARK FACILITY CLEANING SERVICES	6,640.00
07/08/2022	17477(A)	FORSHEE, MARK	2022 SUMMER UMPIRE PAYROLL	200.00

ACCOUNTS PAYABLE REGISTER
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07/08/2022	17478(A)	FULL CIRCLE FARM	SNAP AND DUFB REIMBURSEMENT	56.00
07/08/2022	17479(A)	GORDON WATER SYSTEMS	WATER SERVICE	170.78
07/08/2022	17480(A)	GORNO FORD	NEW VEHICLE PURCHASES	98,880.00
07/08/2022	17481(A)	GRAINGER INC	SHOP PRESS-HYDRAULIC PRESSURE GAUGE	437.11
07/08/2022	17482(A)	GREEN, BRET LEE	SNAP REIMBURSEMENT	23.00
07/08/2022	17483(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	248.00
07/08/2022	17484(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	10,168.43
07/08/2022	17485(A)	HOTRUM, ROBERT	2022 SUMMER UMPIRE PAYROLL	250.00
07/08/2022	17486(A)	HURLEY & STEWART, LLC	WOODHAMS AVENUE STORM WATER REMEDIATION	3,580.10
07/08/2022	17487(A)	INDUSCO SUPPLY CO., INC.	CLEANING SUPPLIES	185.39
07/08/2022	17488(A)	INSIGHT PUBLIC SECTOR, INC.	ADOBE PRO LICENSE	482.91
07/08/2022	17489(A)	IP CONSULTING, INC.	BLOCK TIME AGREEMENT RENEWAL	4,375.00
07/08/2022	17490(A)	IRISH AYRES ENTERPRISES, LLC	CLEAN UP LANDSCAPE BEDS	1,900.00
07/08/2022	17491(A)	J & J LAWN SERVICE, INC.	WEED CONTROL & MOWING	345.00
07/08/2022	17492(A)	J + H OIL CO.	BULK FUEL - DPW	25,649.48
07/08/2022	17493(A)	JB PRINTING	MAY & JUNE PORTAGER PRINTING	5,989.32
07/08/2022	17494(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS-BANDSHELL CONCERT	510.00
07/08/2022	17495(A)	KAHN, WILMA	REMINISCENCE WRITING CLASS	348.00
07/08/2022	17496(A)	KUSHNER & COMPANY, INC.	COBRA & FSA ADMINISTRATION	347.64
07/08/2022	17497(A)	LAWSON PRODUCTS, INC	REPAIR AND MAINT SUPPLIES	622.75
07/08/2022	17498(A)	LIFEGUARD STORE	RAMONA STAFF APPAREL	52.00
07/08/2022	17499(A)	LOWE'S HOME CENTER	FIRE FACILITY MAINT/SUPPLIES	283.96
07/08/2022	17500(A)	LRE	LOT CONSTRUCTION STAKING, ENG SVCS	1,960.21
07/08/2022	17501(A)	MAPLE HILL SPRINKLING, INC.	BOULEVARD REPAIRS	306.00
07/08/2022	17502(A)	MCCULLIN, LARRY W.	2022 SUMMER UMPIRE PAYROLL	125.00
07/08/2022	17503(A)	MEJEUR ELECTRIC LLC	MISC ELECTRICAL SERVICES	1,391.00
07/08/2022	17504(A)	MENARDS	REPLACEMENT REFRIGERATOR CITY HALL	1,709.00
07/08/2022	17505(A)	MICHIGAN OFFICE ENVIRONMENTS	TRAINING ROOM OFFICE FURNITURE-FIRE	4,692.38
07/08/2022	17506(A)	MUNICIPAL EMERGENCY SERVICES INC	FIRE PPE GEAR	1,126.00
07/08/2022	17507(A)	NYE UNIFORMS	MISC UNIFORMS	628.22
07/08/2022	17508(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES-PARKS	4,826.73
07/08/2022	17509(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SVCS	6,643.66
07/08/2022	17510(A)	PAVER PET SUPPLY	PET SUPPLIES	85.00

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07/08/2022	17511(A)	PECKELS, CHRISTINE	FITNESS INSTRUCTION	480.00
07/08/2022	17512(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE SVCS APRIL-JUNE	13,023.33
07/08/2022	17513(A)	PREMIER TRUCK SALES & RENTAL, INC.	PACKER TRUCK RENTAL FOR SPRING PROG	5,086.00
07/08/2022	17514(A)	PRINTING SERVICES INC	MISC PRINTING SERVICES	4,009.17
07/08/2022	17515(A)	QUADIENT LEASING USA, INC	LEASE PAYMENT	733.77
07/08/2022	17516(A)	QUADRANT II MARKETING, LLC	JULY & AUGUST NEWSLETTER-SR CENTER	2,095.00
07/08/2022	17517(A)	QUALITY AIR HEATING & COOLING, INC.	HVAC CONTROLS HQ/ANNEX	1,900.00
07/08/2022	17518(A)	R W LAPINE INC.	ON-CALL HVAC SERVICES	3,103.07
07/08/2022	17519(A)	REPUBLIC SERVICES OF WEST MICHIGAN	FACILITY WASTE DISPOSAL	1,264.60
07/08/2022	17520(A)	RHODES, KEVIN	2022 SUMMER UMPIRE PAYROLL	400.00
07/08/2022	17521(A)	RIDGE AUTO NAPA	4-POST FLOOR LIFT, REPAIR & MAINT SUP	18,032.07
07/08/2022	17522(A)	VOID		0.00
07/08/2022	17523(A)	RIETH-RILEY CONSTRUCTION CO., INC	HMA FOR STREETS/POT HOLE REPAIR	530.19
07/08/2022	17524(A)	ROBERT LAMSON, LLC	POST OFFER PSYCH	565.00
07/08/2022	17525(A)	S B F ENTERPRISES, INC.	PRINTING-SHIPPIG FEE	10.00
07/08/2022	17526(A)	SAFETY SERVICES, INC.	RECALIBRATION AIR TESTERS, SAFETY SUP	411.83
07/08/2022	17527(A)	SNELL, DEBRA	FITNESS INSTRUCTION BODY REBOUND	300.00
07/08/2022	17528(A)	STEELE, DANA	REIMB FOR NEW HIRE SUPPLIES	160.11
07/08/2022	17529(A)	STOUT, MELISSA JOY	FITNESS INSTRUCTION	210.00
07/08/2022	17530(A)	TRUCK & TRAILER SPECIALTIES	REPAIR/MAINTENANCE SUPPLIES	1,616.59
07/08/2022	17531(A)	TYLER TECHNOLOGIES, INC.	ANNUAL SOFTWARE MAINTENANCE (2 YEARS)	25,186.32
07/08/2022	17532(A)	UNITED PETROLEUM	ANNUAL TANK TESTING	283.00
07/08/2022	17533(A)	VEOLIA WATER CONTRACT OPERATIONS	REPAIRS-S WESTNEDGE FORCE MAIN/PERSHING #2	95,370.92
07/08/2022	17534(A)	VERPLANK TRUCKING CO.	LIMESTONE FOR DURAPATCHER	1,630.47
07/08/2022	17535(A)	WEST MICHIGAN STAMP & SEAL, INC	STAMP FOR NEW ADMIN	31.00
07/08/2022	17536(A)	WEST SHORE FIRE, INC.	FIRE APPARATUS MAINT	1,258.84
07/08/2022	17537(A)	WOLFE, MATTHEW	REIMB TRAVEL EXPENSES-MACP CONF	373.32
07/15/2022	17538(A)	ADP, INC.	PAYROLL & ETIME SERVICES	1,852.03
07/15/2022	17539(A)	C T S TELECOM, INC.	TELEPHONE SERVICE	2,296.13
07/15/2022	17540(A)	C T S TELECOM, INC.	MONTHLY CABLE ACCESS STREAM FIBER	999.00
07/15/2022	17541(A)	KERSTEN, MICHAEL	ARB BATTERY	99.52
Total ACH				570,154.77

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Check Type: Paper				
07/08/2022	320842	7TH DISTRICT COURT	OUT OF COUNTY BOND	455.00
07/08/2022	320843	A BETTER WAY TREE CARE LLC	EMERG LIMB REMOVAL-GARDEN LN WELLHOUSES	1,500.00
07/08/2022	320844	AIR COMPONENTS & ENGINEERING, INC.	TAPPING MACHINE REPAIRS	2,374.00
07/08/2022	320845	ALICIA RENAE CARSON	SNAP REIMBURSEMENT	10.00
07/08/2022	320846	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	1,068.00
07/08/2022	320847	ALTA EQUIPMENT CO.	REPAIR/MAINTENANCE SUP DURAPATCHER	2,595.55
07/08/2022	320848	ALTWIES, JENNIFER	COOL CASTERS FISH CAMP REFUND	75.00
07/08/2022	320849	AR ENGINEERING LLC	DESIGN & ENGINEERING SERVICES	6,156.75
07/08/2022	320850	ARROWHEAD SCIENTIFIC, INC.	MISC LAB SUPPLIES	1,230.22
07/08/2022	320851	ARTWEAR APPAREL GRAPHICS, INC.	RAMONA UNIFORMS	1,802.00
07/08/2022	320852	BAILEY TERRA NOVA FARMS	SNAP REIMBURSEMENT	36.00
07/08/2022	320853	BALKEMA CONSTRUCTION, INC.	MLK PARK CONSTRUCTION SERVICES	174,383.13
07/08/2022	320854	BALKEMA EXCAVATING, INC.	UTILITY INSTALLATION PROJECTS	151,019.10
07/08/2022	320855	BATES, LOGAN	ANNUAL PHOTO CONTEST WINNER	135.00
07/08/2022	320856	BEAR CREEK FARM AND MARKET LLC	SNAP REIMBURSEMENT	8.00
07/08/2022	320857	BONAMEGO, LOUIS	SNAP AND DUFBI REIMBURSEMENT	169.00
07/08/2022	320858	BRADLEY, JENNIFER	RECREATIONAL PICKLEBALL REFUND	15.00
07/08/2022	320859	BRANT, HAROLD	TRIP REFUND 220713 SUMMER FUN	145.00
07/08/2022	320860	BRUSH, BENJAMIN	SNAP REIMBURSEMENT	20.00
07/08/2022	320861	BULLEY, DANIEL	RAMONA SOCCER NORTH DEPOSIT REFUND	100.00
07/08/2022	320862	C&C PROFESSIONAL CLEANING SERVICE	FACILITY JANITORIAL SERVICES	2,602.14
07/08/2022	320863	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	135.28
07/08/2022	320864	CAPITOL STRATEGIES, LLC	CONSULTING FOR MAY & JUNE	12,000.00
07/08/2022	320865	CARON, JARED	RAMONA SOFTBALL DEPOSIT REFUND	100.00
07/08/2022	320866	CHEATMAN, ANNEMARIE	RAMONA SOCCER NORTH DEPOSIT REFUND	100.00
07/08/2022	320867	CHEESE PEOPLE OF GRAND RAPIDS	SNAP REIMBURSEMENT	80.00
07/08/2022	320868	CHURCH, JEANNE	ANNUAL PHOTO CONTEST WINNER	110.00
07/08/2022	320869	CINTAS CORP.	UNIFORM RENTAL CHARGES	882.64
07/08/2022	320870	CITY OF BATTLE CREEK	TRAFFIC CONTROL TRAINING FOR MAINT TECH	419.84
07/08/2022	320871	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	245,478.72
07/08/2022	320872	CITY OF PORTAGE	SPECIAL ASSESSMENTS	3,758.53
07/08/2022	320873	COSTAR REALTY INFORMATION, INC.	COMM REAL ESTATE DATABASE	793.22

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Check Date	Check	Vendor Name	Description	Amount
07/08/2022	320874	CURRY, DAVID	RAMONA SOFTBALL DEPOSIT REFUND	100.00
07/08/2022	320875	D L GALLIVAN INC.	COPY MACHINE USAGE CHARGES	133.67
07/08/2022	320876	DIGITAL IMPACT DESIGN, INC.	REPLACEMENT LETTER-WESTFIELD PARK SIGN	197.50
07/08/2022	320877	DOUGLAS, KIM	TRIP REFUND 220629 LEGALLY BLONDE	200.00
07/08/2022	320878	DRENTH, AMY	LAKEVIEW SOFTBALL DEPOSIT REFUND	100.00
07/08/2022	320879	DUNN, DEREK	TUITION REIMBURSEMENT	317.25
07/08/2022	320880	DURIAN, TAMMY	REIMBURSE TRAINING EXPS- MAMC SUMMER CONF	1,138.15
07/08/2022	320881	DUSSEL, NANCY	SNAP REIMBURSEMENT	4.00
07/08/2022	320882	EDDS, SHELLEY	BANDSHELL DEPOSIT REFUND	150.00
07/08/2022	320883	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	2,207.90
07/08/2022	320884	ERS INTERNATIONAL	REGISTRATIONS-RESCUE FROM TREES TRAINING	2,175.00
07/08/2022	320885	EVENT PRODUCTION SERVICES OF MI LLC	FRIDAY AT THE FLATS SOUND MAY & JUNE	300.00
07/08/2022	320886	FELDMAN FORD, INC.	POLICE VEHICLES-INTERCEPTORS	179,096.00
07/08/2022	320887	FLEIS & VANDENBRINK ENGINEERING	ENGINEERING SVCS - MICRO SURFACING PROJ	15,229.97
07/08/2022	320888	FLETCHER ENTERPRISES	PAINTING-PUBLIC INFORMATION DEPT	1,300.00
07/08/2022	320889	FRIENDS OF PORTAGE SENIOR CENTER	REIMBURSE FOR DONATION INCOME/MEMBERSHIPS	995.00
07/08/2022	320890	GALL'S, LLC	TRAINING CUFFS	230.24
07/08/2022	320891	GILBERT, MARIAN	TRIP REFUND 220725 MYSTERY TRIP	50.00
07/08/2022	320892	GORDON FOOD SERVICE	RAMONA CONCESSIONS SUPPLIES	1,614.13
07/08/2022	320893	GREAT LAKES WEST, LLC	RAMONA FROZEN DRINK MACHINE	2,734.00
07/08/2022	320894	GUTH ILLUSTRATION & DESIGN	MLK PARK WAYFINDING SIGN	650.00
07/08/2022	320895	HALT FIRE, INC.	FIRE APPARATUS MAINT	4,132.52
07/08/2022	320896	HERRINGA, ADAM	REIMB-ION AUDIO SPEAKER SYS FOR CLERK EVENT	158.99
07/08/2022	320897	HOCHSTEDLER, JEANNE	TRIP REFUND 220913 ARCHITECTURAL	100.00
07/08/2022	320898	HOME DEPOT	REPAIR/MAINTENANCE SUP	3,961.09
07/08/2022	320899	VOID		0.00
07/08/2022	320900	IMAGESTREAM, INC.	SOUND SYSTEM-SR CENTER OPENING	1,700.00
07/08/2022	320901	INT'L SOCIETY OF FIRE SERVICE INSTR	FIRE ADMIN MEMBERSHIP	135.00
07/08/2022	320902	INTERSTATE OFFICE INTERIORS	OFFICE FURNITURE FOR COM DEV	30,240.00
07/08/2022	320903	JOHN DEERE CO.	UTILITY TRACTOR	45,869.80
07/08/2022	320904	JORGENSEN, MISTY	ANNUAL PHOTO CONTEST WINNER	220.00
07/08/2022	320905	KALAMAZOO COUNTY HEALTH & COMMUNITY	HHW PROGRAM FALL 2021	3,271.92
07/08/2022	320906	KALAMAZOO COUNTY TREASURER	OAKBROOK MOBILE HOME TAXES JUNE	317.50

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07/08/2022	320907	KALAMAZOO LANDSCAPE SUPPLIES	RESTORATION AROUND NEW PICKLEBALL COURT	3,313.75
07/08/2022	320908	KALAMAZOO OIL COMPANY	FUEL PURCHASES	258.04
07/08/2022	320909	KEAN, MARGARET	TRIP REFUND REQUEST 220829 NEW YORK	50.00
07/08/2022	320910	KEENAN, CHRIS	WESTFIELD SOCCER DEPOSIT REFUND	100.00
07/08/2022	320911	KIESER & ASSOCIATES, LLC	COMPOST SITE WELL TESTING	5,522.75
07/08/2022	320912	KINDLE, BETH	JULY SWIM LESSONS REFUND	45.00
07/08/2022	320913	KNAPHEIDE TRUCK EQUIPMENT FLINT	FIRE APPARATUS MAINT	506.83
07/08/2022	320914	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER - COMMUNICATION SERVICES	364.00
07/08/2022	320915	KOVACS, JUSTIN	OVERPAID FINAL WATER BILL	150.00
07/08/2022	320916	KSS ENTERPRISES	CLEANING SUPPLIES/EQUIP	239.85
07/08/2022	320917	KURZAVA, MATTHEW STEPHEN	TAI CHI INSTRUCTION	400.00
07/08/2022	320918	KUZMITOWICZ, EDWARD & JOYCE	TRIP REFUND 220711 LOCAL TREASURES	137.00
07/08/2022	320919	LEGAL & LIABILITY RISK MGMT INST.	REGISTRATION-CHILD INJURIES SIGNS TRAINING	150.00
07/08/2022	320920	LIGHTHOUSE UNIFORM CO. INC.	FIRE OPS/ADMIN UNIFORMS	2,274.80
07/08/2022	320921	LOUNSBURY EXCAVATING, INC.	DPW N PARKING LOT EXPANSION PROJ	39,400.00
07/08/2022	320922	LUTZ, LIZBETH	ANNUAL PHOTO CONTEST WINNER	75.00
07/08/2022	320923	M M R M A	INSURANCE PREMIUM FIRST HALF 2022-2023	265,034.00
07/08/2022	320924	MCCOWEN & SECORD FUNERAL HOME	REIMBURSEMENT FOR LAWN RESTORATIONS	570.00
07/08/2022	320925	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	93.00
07/08/2022	320926	MCGINNIS, PATRICK	REIMBURSEMENT - LUNCH WITH MAYOR RANDALL	102.51
07/08/2022	320927	MENDHAM, GLORIA	TRIP REFUND 220822 NEW YORK	50.00
07/08/2022	320928	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR/MAINT	2,484.00
07/08/2022	320929	MIDWEST CUSTOM EMBROIDERY COMPANY	VOLUNTEER APPAREL	372.00
07/08/2022	320930	MITCHELL, JOEL	DAMAGED MAILBOX REIMBURSEMENT	44.00
07/08/2022	320931	MOSQUITO BEATERS LLC	TREATMENT/SPRAY FOR EVENTS	348.00
07/08/2022	320932	MOSS, PAUL	RAMONA SOFTBALL DEPOSIT REFUND	100.00
07/08/2022	320933	MY ALARM CENTER, LLC	MONITORING CITY HALL	541.20
07/08/2022	320934	NATIONAL HOSE TESTING SPECIALTIES	FIRE HOSE & LADDER TESTING	9,311.90
07/08/2022	320935	NEAL, JENNIFER	OVERPAID FINAL WATER	12.66
07/08/2022	320936	NORESCO LLC	FACILITIES ENERGY EFFICIENCY PROJECT	318,755.00
07/08/2022	320937	O'REILLY AUTO PARTS	MISC AUTO SUPPLIES	299.98
07/08/2022	320938	OFFICE DEPOT, INC.	OFFICE SUPPLIES	3,832.71
07/08/2022	320939	OLNEY, PAXTON JASON	HAIRMANIA JULY 2022 CONCERT	1,881.00

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07/08/2022	320940	PAPPAS, LYNN M	SNAP AND DUFBI REIMBURSEMENT	373.00
07/08/2022	320941	PARTNERS IN RECOGNITION, INC.	PORTAGE COMM SR CENTER DONOR WALL	25,489.07
07/08/2022	320942	PAUL, JAMES & ANNEGRET	TRIP REFUND SUMMER FUN 220713	290.00
07/08/2022	320943	PETTY CASH-JANET GATES	REPLENISHMENT CHECK	574.79
07/08/2022	320944	PETTY CASH-PAULA GUSTAFSON	REPLENISHMENT CHECK	309.45
07/08/2022	320945	PLERUS	ELECTION MATERIAL	8.15
07/08/2022	320946	Q3 TECHNOLOGIES LLC	FIBER REPAIR AT POLICE DEPT	672.00
07/08/2022	320947	QUINN, YOLANDA	SCHRIER PARK DEPOSIT REFUND	150.00
07/08/2022	320948	RATHCO SAFETY SUPPLY, INC.	TRAFFIC CONTROL SERVICES	652.00
07/08/2022	320949	RENEWED EARTH, INC.	LEAF & BRUSH DISPOSAL	9,083.33
07/08/2022	320950	RESCUEGEAR, INC.	FIRE TRAINING SUPPLIES	3,205.25
07/08/2022	320951	ROWERDINK, INC.	MAINTENANCE SUPPLIES	303.30
07/08/2022	320952	ROWLEY BROTHERS, INC.	OIL DRY	819.70
07/08/2022	320953	SAMUELS, JOSH	RAMONA PARK #1 RENTAL FEE REFUND	100.00
07/08/2022	320954	SANDERSON DEHAAN IRRIGATION	IRRIGATION START-UP AT FIRE STATIONS	176.00
07/08/2022	320955	SCHULTZ, GREG	RAMONA SOFTBALL DEPOSIT REFUND	100.00
07/08/2022	320956	SCHULTZ, GREGORY, KATHERINE M	BD BOND REFUND	450.00
07/08/2022	320957	SHERWIN WILLIAMS	PAINT FOR CITY HALL	159.75
07/08/2022	320958	SHI INTERNATIONAL CORP.	SOLARWINDS RENEWAL	3,806.36
07/08/2022	320959	SIGN SHOP OF WESTERN MICHIGAN	STAFFING BOARD MAGNETS-POLICE	19.00
07/08/2022	320960	SITEONE LANDSCAPE SUPPLY LLC	PARKS IRRIGATION REPAIR SUPPLIES	184.56
07/08/2022	320961	SMEMSIC	FIRE MEMBERSHIP	75.00
07/08/2022	320962	SOIL & MATERIALS ENGINEERS INC	SOIL BORINGS - MLK JR PARK SITE	300.00
07/08/2022	320963	SPARTAN DISTRIBUTORS INC.	MOWER MAINTENANCE	194.44
07/08/2022	320964	SPC SPECIALTY PRODUCTS, LLC	AQUAPHALT 6.0 FOR POT HOLE REPAIR	3,114.00
07/08/2022	320965	STAHL, LOIS	TRIP REFUND 220711 LOCAL TREASURES	75.00
07/08/2022	320966	STATE OF MICHIGAN (BOILER DIV)	BOILER INSPECTION	130.00
07/08/2022	320967	STATE OF MICHIGAN (DOT)	EAST MILHAM AVENUE RECONSTRUCTION	126,126.34
07/08/2022	320968	STATE SYSTEMS RADIO, INC	RADIO EQUIPMENT & SERVICES	1,040.00
07/08/2022	320969	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIPMENT REPAIR/MAINT	254.95
07/08/2022	320970	T-MOBILE USA INC	CELL PHONE CHARGES	219.51
07/08/2022	320971	TALASKI, CHRISTY	RAMONA PARKING VOUCHERS REFUND	40.00
07/08/2022	320972	TALBOT, MICHAEL J.	MUSICIAN FOR FARMER'S MKT	100.00

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07/08/2022	320973	TELUS COMMUNICATIONS (U.S.) INC	GPS UNITS	12,237.21
07/08/2022	320974	THIRD COAST TECH, LLC	PA SYSTEM UPGRADES	2,152.41
07/08/2022	320975	TOMCZYK, VENUS E.	OVERPAID WATER BILL	241.48
07/08/2022	320976	TRUGREEN AND ACTION PEST CONTROL	LAWN CARE FOR MULT LOCATIONS	1,094.25
07/08/2022	320977	ULINE, INC.	MAIL SORTER STATION	1,196.47
07/08/2022	320978	UNITED DISTRIBUTION GROUP	RAMONA CONCESSIONS SUPPLIES	917.06
07/08/2022	320979	UNITED PARCEL SERVICE	UPS WEEKLY	17.34
07/08/2022	320980	USPS	PORTAGE PERMIT FEE	265.00
07/08/2022	320981	USPS	PORTAGE PERMIT FEE	265.00
07/08/2022	320982	USPS	PORTAGE PERMIT FEE	265.00
07/08/2022	320983	VALLEY CITY SIGN	MLK PARK MONUMENT SIGN	2,350.00
07/08/2022	320984	VANGUARD FIRE & SUPPLY CO., INC.	FIRE EXTINGUISHER INSPECTION VEHICLES	770.00
07/08/2022	320985	VARI SALES CORP	VARIDesk CUBE CORNER	496.13
07/08/2022	320986	VENTURE TACTICAL, LLC	TACTICAL BODY ARMOR	3,864.00
07/08/2022	320987	VERDUZCO, DAVID	SWP SOFTBALL DEPOSIT REFUND	100.00
07/08/2022	320988	VICKSBURG HARDWARE	CHAINSAW SUPPLIES	137.86
07/08/2022	320989	WASHCO, LLC	GRAFFITI REMOVAL ALONG BICENTENNIAL TRAIL	300.00
07/08/2022	320990	WILLACKER, JEANNINE	TRIP REFUND 220711 LOCAL TREASURES	75.00
07/08/2022	320991	WILLIAMS & WORKS	ENGINEERING SERVICES-LOVERS LANE	2,692.87
07/08/2022	320992	WILLIAMS, ROBIN	TRIP REFUND 220713 SUMMER FUN	145.00
07/08/2022	320993	WINTHER, ELIZABETH	TRIP REFUND 220713 SUMMER FUN	145.00
07/08/2022	320994	WNUK, JAKE	REIMBURSE TRAINING EXPENSES-RESCUE CO OPER	648.00
07/08/2022	320995	WRAPS N SIGNS	VEHICLE STRIPING & LABOR	1,229.00
07/08/2022	320996	ZEMICK, EMILY	BANDSHELL & TENT DEPOSIT REFUND	550.00
07/13/2022	320997	JULIEN, CAROLYN & JOSEPH	REFUND OVERBILLED WATER ACCT	610.88
07/15/2022	320998	CITY OF KALAMAZOO TREASURER	KALAMAZOO DELINQUENT UTILITIES	672.84
07/15/2022	320999	MICHIGAN DEPARTMENT OF TREASURY	2022 UNCLAIMED PROPERTY FILING	509.38
07/15/2022	321000	MML UNEMPLOYMENT FUND	2ND QTR UNEMPLOYMENT COMPENSATION	479.56
Total Paper Checks				1,778,627.42

Check Type: Auto-Pay Payments

07/05/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	14,818.94
07/08/2022	CONSUMERS AUTOPAY	GAS-ELECTRIC	9,972.17

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Check Date	Check	Vendor Name	Description	Amount
07/11/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	67,107.90
07/12/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	1,875.29
07/13/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	630.98
07/14/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	12,131.38
07/15/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	337.91
Total Auto-Pay Payments				106,874.57

Check Type: Electronic Payments

05/31/2022		MULTIPLE	DH, NU, UAW PENSION PAYMENTS	15,766.07
07/05/2022		EAGLE CLAIMS	WORKERS COMPENSATION	17,135.28
07/08/2022		SBF	SUMMER TAX BILL POSTAGE	8,236.19
07/14/2022		FIFTH THIRD	INVESTMENT PURCHASE	500,000.00
07/14/2022		FIRST AMERICAN TITLE COMPANY	CLOSING COST ON PROPERTY PURCHASE	1,330.00
07/15/2022		PORTAGE COMMUNITY CENTER	PCC FUNDING	30,133.00
07/15/2022		ATTORNEY	LEGAL & ARBITRATION	18,810.00
07/15/2022		HUNTINGTON NATIONAL BANK	DEBT SERVICE FEES	1,750.00
07/15/2022		ICMA	RETIREE HEALTH SAVINGS	40,154.06
07/15/2022		MULTIPLE	NU, IAFF, PPCOA, PPOA, & UAW PENSION PMTS	93,987.75
07/15/2022		ICMA	PENSION WITHHOLDINGS	49,803.57
Total Electronic Payments				777,105.92

Check Type: Credit Card

06/02/2022		TATER TATS TATTOOS	FARMERS MARKET SUPPLIES	108.76
06/09/2022		EXCEL MICRO	IT ANNUAL SOFTWARE SUBSCRIPTION	48.00
06/09/2022		SHANTY CREEK RESORTS	POLICE TRAINING HOTEL STAY	180.42
06/10/2022		MICHIGAN RECREATION & PAR	MPARKS ANNUAL MEMBERSHIP	1,100.00
06/13/2022		THE WEBSTAURANT STORE INC	RAMONA PARK SUPPLIES	559.28
06/13/2022		HOMEWOOD SUITES	PARKS EVENT PERFORMER HOTEL STAY	113.22
06/14/2022		MICHIGAN MUNICIPAL LEAGUE	MML MEMBERSHIP	145.00
06/14/2022		APWA - PWX REGISTRATION	T&U CONFERENCE REGISTRATION	829.00
06/15/2022		MICHIGAN MUNICIPAL LEAGUE	DEPUTY CITY MANAGER CONFERENCE REG	250.00

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06/16/2022		MERCHANTSOURCE	RECEIPT PAPER FOR SNAP TERMINAL-FARMERS MKT	63.95
06/16/2022		FSP ALLEGRA CMG	PARKS POSTCARD POSTAGE	105.28
06/17/2022		DICKSSPORTINGGOODS.COM	PING PONG TABLES TO EXPAND LEAGUE	1,992.76
06/17/2022		DELTA AIR 0062322715504	TREASURY CONFERENCE AIR FARE	708.20
06/17/2022		LOWES #01110	STUART MANOR SHELIVING	1,351.00
06/20/2022		LOWES #01110	SALES TAX REFUND	(91.98)
06/20/2022		LOWES #01110	PARKS MULTIPURPOSE SUPPLIES	1,625.03
06/20/2022		APWA - WORK ZONE	JOB POSTING	475.00
06/22/2022		AMERICAN PLANNING A	JOB POSTING	395.00
06/22/2022		BLUE CHIP HOTEL & CASINO	POLICE TRAINING HOTEL STAY	451.33
06/22/2022		BLUE CHIP HOTEL & CASINO	POLICE TRAINING HOTEL STAY	451.33
06/23/2022		WE SELL MATS	PARK MULTIPURPOSE SUPPLIES	1,611.12
06/24/2022		MICROSOFT STORE	NEW CITY MANAGER LAPTOP	2,608.63
06/27/2022		BLUE CHIP HOTEL & CASINO	TAX REFUND	(50.04)
06/27/2022		SMARTSHEET INC.	IT ANNUAL SOFTWARE SUBSCRIPTION	1,800.00
06/28/2022		SHANTY CREEK RESORTS	POLICE TRAINING HOTEL STAY REFUND	(164.16)
			Total Credit Card Payment	16,666.13
			Grand Total	3,249,428.81

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Greenspire Phase VII (Tall Timbers) Residential Planned Development at 3413 W Centre Avenue

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager
Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Receive the City of Portage Brownfield Redevelopment Plan with Brownfield Redevelopment Plan Amendment No. 10, Tall Timbers, 3413 W. Centre Avenue as an exception to the current City of Portage Brownfield Redevelopment Incentive Policy, and set a Public Hearing for August 9, 2022.

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. The City Council is desirous of fostering brownfield redevelopment to strengthen the tax base and encourage job creation, while also recognizing its fiduciary responsibility to the community to provide public services and uphold the quality of life. As detailed in the current [City of Portage Brownfield Redevelopment Incentive Policy](#) which was approved by Council in April 2015, "periodic review of the brownfield policy is necessary to ensure consistency with the community needs and objectives."

The *City of Portage Brownfield Redevelopment Incentive Policy* does not currently include residential projects as eligible for brownfield sites. However, in keeping with current policy directions at the state and neighboring jurisdiction levels, given the decreasing availability of redevelopment sites in Portage, and in an effort to address area socio-economic challenges such as housing availability, the Administration is currently conducting best practices research and developing revised brownfield redevelopment incentive policy criteria to accommodate these evolving conditions and ensure the policy is consistent with the community needs and objectives. The revised criteria will also consider the City Council's strategic priorities, which include goals of "*attracting residential development that provides a mixture of housing for all income levels*" and "*promoting a healthy and sustainable environment and local ecology.*"

It is anticipated that the revised policy criteria proposals will be shared with the Council for consideration in the near term. If approved by the Council, the Administration would then follow the required steps to formally revise the *City of Portage Brownfield Redevelopment Incentive Policy*. The Council is therefore being asked to consider the following project which is being recommended by the Administration and the Brownfield Redevelopment Authority for approval as an exception to the current policy.

Tall Timbers Portage, LLC ("Tall Timbers") proposes to construct a 180-unit LEED certified residential apartment building and a 147-space parking deck on a vacant 13.525-acre parcel zoned as Planned Development, which is located at 3413 W. Centre Ave. in the City of Portage. Tall Timbers is requesting to utilize tax increment financing for reimbursement of eligible expenses related to this project. As discussed below, Tall Timber's Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act.

II. BACKGROUND

At the May 24, 2022 City Council meeting, the Council voted to approve a Tentative Plan Amendment to modify the previously-approved Phase VII of Greenspire Planned Development (PD) now known as "Tall Timbers" to be constructed on the northwest corner of the Greenspire PD on 16.96 acres with a density of 10.62 units/acre.

The Tall Timbers Brownfield Plan includes 9.47 acres (designated as "Parcel A" and shown in the Development Agreement Exhibit A) of the 16.96 acres approved for Greenspire Phase VII (the remaining 7.49 acres constitute open space) combined with 4.052 acres (designated "Parcel B" as shown in the Development Agreement Exhibit A) of property proposed for Phase VIII of the Greenspire Tentative Plan Amendment. The total subject property related to the proposed Brownfield Redevelopment Plan is thus 13.525 acres. The attached development agreement is specific to Parcel A, the site of the Tall Timbers development.

III. PROPOSED BROWNFIELD REDEVELOPMENT PLAN

Attached is a copy of the Tall Timbers Brownfield Plan application and development agreement for the Council's review and consideration.

The applicant is applying for both a local brownfield plan from the City of Portage and a state brownfield plan from the Michigan Economic Development Corporation (MEDC). While it is uncommon for the MEDC to support residential-only projects in this part of the state, and the City of Portage does not currently list residential projects as eligible in its brownfield redevelopment policy, both the state and the city have been in discussion about this project and are in agreement that it provides unique benefits including but not limited to: the inclusion of 18 workforce housing units (10% of the 180 proposed units), LEED certification, and that the project addresses the known need for housing in the area and across the state. Workforce housing units grow supply and have a filtering effect across the entire spectrum of housing typologies and affordability. As detailed in the recently published [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.*" In addition, in order to attract major business development opportunities in this area of the state, MEDC and the City are aware that housing is a key component for absorbing new workers and residents to the area.

The City has consulted with the MEDC team to ensure that even as this brownfield plan is submitted, and

recommended by the Brownfield Redevelopment Authority, as an exception from the City's current policy, it also remains consistent and in alignment with the terms, limits, and typical standards set by the state for brownfield plans. With the above information in mind, when reviewing the application materials herein, the Council is advised to note in Table 3 "Reimbursement Schedule," that the proposed ratio for school and local tax reimbursement is: 40.9% reimbursement by the state and 59.1% reimbursement by local taxing jurisdictions. The MEDC confirmed that this is in alignment with their typical ratio of 40% state and 60% local wherein there are brownfields occurring at both state and local jurisdictions. As information to the Council, if there are revisions proposed by the local Authority to the plan as a condition of approval, it is typical that the state will mirror those revisions in their approval. Moreover, the state will only approve a brownfield plan at the state level, if the local jurisdiction approves the local brownfield plan first.

The Tall Timbers subject property consists of a single vacant parcel totaling 13.525 acres. The applicant proposes to construct a 180-unit LEED certified apartment building and a 147-space parking deck on the property. The project also involves site preparation and public infrastructure improvements to the subject property. The project is expected to create 3.5 new full-time equivalent positions paying an average wage of \$18 per hour. Ten percent (10%) of the new housing units will be rent restricted to individuals making 80-120% of AMI during the term of the incentives. The total capital investment in the project is expected to be approximately \$42,000,000.

The site is a contaminated eligible "facility" due to the presence of soil and groundwater contamination, detailed in Attachment C of the Brownfield Plan. 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

- Limited Due Care Soil Sampling
- Due Care Plan

MSF Eligible Activities Costs and Schedule

- Infrastructure: Parking Structure; water mains, sewer mains
- Site Preparation: Staking, Clearing and Grubbing, Excavation to Support Underground Parking, Land Balancing, Sitework Grading, Geotechnical Engineering, Soil Erosion Control, Temporary Facilities, Site Prep Engineering and Design
- Brownfield Plan and Act 381 Work Plan Preparation

Because the City of Portage is a "qualified local unit of government", additional non-environmental costs ("Michigan Strategic Fund ("MSF") Eligible Activities") can be reimbursed through a brownfield plan. Tall Timber's Brownfield Plan includes non-environmental eligible costs for site preparation and infrastructure improvement, among others:

Tall Timbers intends to seek reimbursement for eligible activities through capture of both local and school tax dollars:

- Specifically, Tall Timbers seeks to capture **\$6,407,901 over 30 years** from school tax increment revenues for costs associated with the MSF Eligible Activities above including: a parking structure, water and sewer mains, site preparation and brownfield/Act 381 work plans. Therefore,

Tall Timbers has prepared an Act 381 Work Plan for approval by the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") and the MSF.

- As shown in Table 1 in the Brownfield Plan, the estimated cost to complete all eligible activities, including 3% interest (\$2,527,605) and 6% contingency (\$488,325) is \$11,182,806.
- In addition to the \$11,182,806 estimated cost of all eligible activities, the Brownfield Plan proposes to capture \$592,080 for Authority administrative cost, \$815,618 for the State Brownfield Redevelopment Fund, and \$1,456,384 for the Local Brownfield Revolving Fund.

IV. ANALYSIS

Tall Timber'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"). MCL § 125.2657. Though each plan is unique, the Council can 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).

Per the *City of Portage Brownfield Redevelopment Incentive Section 3.A.1*, detailing Tax Increment Financing Incentives, the City Council will "support tax increment financing if such financing is necessary for the economic feasibility of an office, commercial or industrial project on a brownfield site."

The Tall Timbers subject parcel totals 13.525 acres and is currently zoned Planned Development "PD" on which the applicant proposes to construct a 180-unit LEED certified **residential** apartment building, which would require an exception from the current policy.

Per the *City of Portage Brownfield Redevelopment Incentive Section 3.A.1*, detailing Tax Increment Financing Incentives, "tax increment financing may be approved to reimburse the applicant only for those costs attributed to approved activities directly related to the brownfield property such as public infrastructure, storm water retention, environmental response, demolition, including reasonable interest expenses as allowed by the Act..."

Tall Timbers is requesting reimbursement from local taxing jurisdictions to cover a total of \$2.5 million in interest (3% interest rate). For comparison, the Board approved a brownfield plan for 801 E. Milham that included \$373,000 for interest reimbursement (3% interest rate) at the May 4, 2022 meeting. In prior year brownfields, including Centre Port Commons (2019) no interest was submitted or approved for reimbursement. As information, the MEDC confirmed that 3% simple interest rate is within the state's acceptable limit for interest.

Per the *City of Portage Brownfield Redevelopment Incentive Section 3.A.2*, detailing Tax Increment Financing Incentives, in order for a project to be considered for tax increment financing, the following minimum threshold criteria must be met:

1. The property must be zoned and/or designated for office or business use and located in a “Commercial Revitalization Area”, the Downtown Development Authority, the Lake Centre subarea, or the City Centre subarea as identified in the Comprehensive Plan and meet the guidelines of the state brownfield program; OR
2. The property must be zoned and/or designated for industrial use and located within the general industrial area identified in the Comprehensive Plan and meet the manufacturing guidelines of the state brownfield program; AND
3. The local tax capture is limited to a maximum of 15 years or when 100% reimbursement of eligible expenses is achieved, whichever time period is shorter. Eligible expenses for projects that involve a functionally obsolete building or blighted building/property shall be limited to activities that demolish and/or remove the obsolete or blighted factors of the building/property; AND
4. The applicant is not responsible for any existing on-site environmental contamination and/or blighted building or site conditions.

The subject parcel totals 13.525 acres and is currently zoned Planned Development “PD” on which the applicant proposes to construct a 180-unit LEED certified residential apartment building. This project does not meet the criteria in subsections “1” or “2” above, and therefore would require an exception to the above policy.

Per the *City of Portage Brownfield Redevelopment Incentive Section 3.A.3*, detailing Tax Increment Financing Incentives, the capture of tax increment revenue is limited to 30 years (including projected capture of tax increment revenue for the Local Brownfield Revolving Fund, which is projected to occur from years 26 through 30 in the proposed Brownfield Plan) consistent with the Act. The period of tax increment revenue capture in the Tall Timber’s Brownfield Plan exceeds the typical 15-year limit established by the *City of Portage Brownfield Redevelopment Incentive Policy*. However, the policy provides the City Council with discretion to approve a tax increment capture period exceeding 15 years if the following criteria are considered:

- a. The project is transformative and involves significant economic development benefits to the community; OR
- b. The minimum taxable value of the project upon completion will be at least \$10 million; OR
- c. The project will result in the creation of: 100 or more new jobs with a median annual salary above 80% of the Kalamazoo County Area Median Income for a single-person household; OR 50 new jobs, all of which have an annual salary above 80% of the Kalamazoo County Area Median Income for a single-person household; OR
- d. Other benefits as may be determined by the City Council.

Tall Timber’s Brownfield Plan indicates that the anticipated taxable value upon completion will be less than \$10 million (Subsection “b” above) and the project is not expected to result in job creation that meets or exceeds the standards set forth in Subsection “c” above. Therefore, the Council should consider if the project meets Subsection “a” above in making its recommendation, and the Council will subsequently consider if the project meets Subsections “a” or “d” above in order to grant additional years exceeding the typical 15-year limit.

Along with the above considerations, the City's Brownfield Redevelopment Incentive Policy ("Policy")

lists a number of criteria that the City Council will use when reviewing applications. As detailed in the Policy, the following criteria are not intended to be exhaustive. The Council reserves the right to consider such additional criteria that are intended under this policy and that are consistent with promoting the general health, safety and welfare of the City of Portage:

- The plan will facilitate the 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.

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. There may be an increase in revenue for each taxing jurisdiction while the project is under construction. However, once the capture period begins, all taxing jurisdictions will have the revenue set at the pre-construction amount for the remaining life of the project.

First year estimated forgone revenue for the Project for:

- City of Portage – \$83,115
- County – \$61,198
- CCTA/KCTA - \$8,299
- KRESA – \$54,976
- KVCC – \$21,808
- Library – \$15,580
- School Operating & SET – \$188,011

Total estimated forgone revenue during the capture period (30 years) for the Project:

- City of Portage – \$2,892,724
- County – \$2,129,932
- CCTA/KCTA - \$288,837
- KRESA – \$1,913,385
- KVCC – \$759,014
- Library – \$542,250

- School Operating & SET – \$6,543,533

V. RECOMMENDED ACTION

The Brownfield Redevelopment Authority reviewed and unanimously approved and recommended this application be forwarded to City Council as an exception to the City of Portage Redevelopment Incentive Policy through a formal vote on July 11, 2022.

It is recommended that Council receive the City of Portage Brownfield Redevelopment Plan with Brownfield Redevelopment Plan Amendment No. 10, Tall Timbers, 3413 W. Centre Avenue as an exception to the current City of Portage Brownfield Redevelopment Incentive Policy, and set a Public Hearing for August 9, 2022.

FUNDING: Please refer to financial analysis within the report and attachments.

- Attachments:**
1. Tall Timbers Brownfield Plan Final 06 28 2022
 2. Tall Timbers Development Agreement and Reimbursement Agreement - Fully Executed
 3. DRAFT Brownfield Redevelopment Authority Meeting Minutes 07 11 2022
 4. City Council Resolution for Brownfield Redevelopment Plan Amendment No. 10, Tall Timbers

ACT 381 BROWNFIELD PLAN

**Tall Timbers Portage, LLC
3413 W. Centre Ave
Kalamazoo County, City of Portage
City of Portage Brownfield Redevelopment Authority**

June 28, 2022

Prepared by
Joe Agostinelli
Agostinelli Advisors, LLC
1906 Forest Drive
Portage, MI 49002

Approved by the Brownfield Redevelopment Authority on _____

Approved by the Portage City Council on _____

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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 **Proposed Redevelopment and Future Use for Each Eligible Property**

The proposed redevelopment consists of a single vacant parcel totaling 13.525 acres in the City of Portage which is a qualified local governmental unit ("QLGU"). The project will involve preparing the site for development which will include a 180 unit LEED certified apartment building, the first LEED certified multi-family project in Portage, constructed above a 147 space parking deck. A proposed site plan is included as Attachment E to this brownfield plan. The project contemplated by this plan represents the next phase of continued development at this location. There may be future phases on this eligible property not currently contemplated by this plan, which would require an amendment in the future should TIR be necessary to complete the project.

Following significant expansion projects at Stryker, Pfizer and other local and regional businesses, this project will help serve the growing demand for additional housing in Portage. The project maximizes potential density on the project by constructing a vertical development on top of an underground parking structure, which will be the first parking structure in the City of Portage. 10% of the new housing units (18 units) will be rent restricted to individuals making 80-120% of AMI during the term of the incentives. The project is expected to create 3.5 new full time equivalent positions paying an average wage of \$18 per hour.

The total capital investment on the project is expected to be approximately \$42,000,000. Construction on the project is planned to begin in September, 2022 and will be completed by March, 2024.

1.2 **Eligible Property Information**

Basis of Eligibility

Phase I and limited Phase II environmental site assessments ("ESA") were completed by Stoltz Environmental Solutions, Inc ("SES") in September 2022. 5 number of soil samples and 3 number groundwater samples were collected from the property and submitted for laboratory analysis. A soil sampling map is included as Attachment D. Based on the results of the laboratory analysis, soil at the property is impacted with arsenic, iron and chromium, and the groundwater at the property is impacted with iron and lead at concentrations in excess of the most stringent applicable Michigan Department of Environment, Great Lakes and Energy ("EGLE"), Generic Residential Cleanup Criteria (GRCC).

Based on the findings of SES's soil and groundwater sampling, the Property is a "Facility" as defined by Part 201. Verification of Facility status is contained in

Attachment C.

Location and Legal Description

3413 W. Centre Ave
Portage, MI 49024

Parcel ID: 00019-095-C

13.525 Acres

Legal Description:

THAT PART OF THE NE 1/4 OF SEC 19 COM AT E 1/4 COR, TH N ALONG E LI OF SD SEC 516.15 FT, TH W 299.61 FT TO POB, TH W 148.67 FT, TH W 444.89 FT, TH N 804.24 FT, TH E 433.93 FT, TH N 1.00 FT TO THE S ROW LI OF CENTRE AVE, TH E 434.93 FT, TH S 311.95 FT, TH W 14.58 FT, TH W 81.96 FT, TH W 171.02 FT, TH S 267.08 FT, TH W 52.59 FT, TH S 115.00 FT TO POB. CONTAINING 589,168 SF OR 13.525 ACRES.SUBJECT TO ALL EASEMENTS & RESTRICTIONS OF RECORDS, IF ANY.SPLIT ON 01/24/2012 FROM 00020-131-O, 00019-095-O, 00019-096-O, 00019-105-O;SPLIT ON 12/29/2019 WITH 00019-100-O INTO 00019-095-C, 00019-095-B, 00019-096-A, 00019-100-A;

2.0 Information Required by Section 13(2) of the Statute

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

Tax increment revenues will be used to reimburse Tall Timbers Portage, LLC ("Developer:") for the cost of eligible activities as authorized by the Brownfield Redevelopment Financing Act (Act 381). Michigan Strategic Fund (MSF) approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities including contingency are anticipated to be \$11,182,806. Authority administrative costs are anticipated to be \$592,080. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$815,618. Capitalization of the Local Brownfield Revolving Fund is estimated to be \$1,456,384. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Environmental Activities

Department specific activities considered under this plan include a Phase I & Phase II Environmental Site Assessment ("ESA"), a Baseline Environmental Assessment ("BEA") and a Due Care Plan.

Non Environmental Activities

Because the City of Portage is a QLGU, additional non-environmental costs ("Michigan Strategic Fund ("MSF") Eligible Activities") can be reimbursed through a brownfield plan. This plan will provide for reimbursement of eligible demolition; lead, asbestos & mold abatement, site preparation and/or infrastructure improvements.

Authority Expenses

Actual eligible costs incurred by the City of Portage Brownfield Redevelopment Authority (PBRA) are included in this plan as an eligible expense. These expenses will be reimbursed with local tax increment revenues only.

2.2 Summary of Eligible Activities

2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I and limited Phase II ESA was completed by SES in September 2022. The total cost for these services was \$15,000. This is a cost statutorily approved for reimbursement with school taxes.

2.2..2 Infrastructure Improvements

Infrastructure improvement activities will include the construction of an underground parking structure containing 147 parking spaces. Additionally new publicly owned water and sewer mains will be installed. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure improvement is anticipated to be \$7,747,372.

2.2..3 Site Preparation

Site Preparation activities are expected to include Geotechnical Engineering, Surveying, Staking, Clearing & Grubbing, Cut & Fill, Land Balancing, Temporary Soil Erosion Control and Temporary site control. Engineering and design of these activities are also included as eligible activities. The cost of site preparation activities is estimated to be \$391,379.

2.2..4 Contingency

A 6% contingency is included to account for any unanticipated costs that may be encountered while conducting the eligible activities. The contingency is \$488,325.

2.2..5 Interest

Financing costs associated with the developer's eligible activities are included as an eligible activity. Simple interest will accrue at 3% throughout the duration of the plan and will be reimbursed following reimbursement of the developer's eligible activities. The financing costs associated with eligible activities are anticipated to be \$2,527,605.

2.2..6 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$15,000.

2.2..7 Local Brownfield Revolving Fund

The Authority intends to capture school and non-school tax increments for deposit in the local brownfield revolving fund for a full five years. This capture is estimated to be \$1,456,384.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

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

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 25, plus five years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of the property will be completed in 2024 and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2049. Capture of TIR is expected to begin in 2025, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

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

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

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

The property consists of a single parcel which is 13.525 acres in size and is located at 3413 W. Centre Ave in the City of Portage, Kalamazoo County (Parcel Identification Number 00019-095-C). A legal description of the property along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcel is considered "eligible property" due to the presence of contaminants, specifically arsenic, chromium, iron and lead at concentrations in excess of the most stringent applicable EGLE GRCC. Therefore, the property is a "Facility" as defined by Part 201.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

The project promotes walkability and transit-oriented development given its location adjacent to a bus line, retail, restaurant, grocery and office businesses. It will enhance stormwater management by placing the parking for the development below the building, thus reducing impervious space as compared to other developments.

Figure 1

Legal Description and Eligible Property Map



Legal Description:

THAT PART OF THE NE 1/4 OF SEC 19 COM AT E 1/4 COR, TH N ALONG E LI OF SD SEC 516.15 FT, TH W 299.61 FT TO POB, TH W 148.67 FT, TH W 444.89 FT, TH N 804.24 FT, TH E 433.93 FT, TH N 1.00 FT TO THE S ROW LI OF CENTRE AVE, TH E 434.93 FT, TH S 311.95 FT, TH W 14.58 FT, TH W 81.96 FT, TH W 171.02 FT, TH S 267.08 FT, TH W 52.59 FT, TH S 115.00 FT TO POB. CONTAINING 589,168 SF OR 13.525 ACRES.SUBJECT TO ALL EASEMENTS & RESTRICTIONS OF RECORDS, IF ANY.SPLIT ON 01/24/2012 FROM 00020-131-O, 00019-095-O, 00019-096-O, 00019-105-O;SPLIT ON 12/29/2019 WITH 00019-100-O INTO 00019-095-C, 00019-095-B, 00019-096-A, 00019-100-A;

Table 1

Eligible Activity Costs

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities	\$ 13,125	Summer 2021
<i>Limited Due Care Soil Sampling</i>	\$ 7,875	
<i>Due Care Plan</i>	\$ 5,250	
EGLE Eligible Activities Subtotal	\$ 13,125	
MSF Eligible Activities Costs and Schedule		
MSF Eligible Activities	Cost	Completion Season/Year
Infrastructure Improvements Sub-Total	\$ 7,747,372	Winter 2023
<i>Parking Structure</i>	\$ 7,512,445	
<i>Water Mains</i>	\$ 143,480	
<i>Sewer Mains</i>	\$ 91,446	
Site Preparation Sub-Total	\$ 391,379	Fall 2022
<i>Staking</i>	\$ 13,600	
<i>Clearing and Grubbing</i>	\$ 36,230	
<i>Excavation to Support Underground Parking</i>	\$ 47,769	
<i>Land Balancing</i>	\$ 76,160	
<i>Sitework Grading</i>	\$ 76,160	
<i>Geotechnical Engineering</i>	\$ 5,440	
<i>Soil Erosion Control</i>	\$ 16,320	
<i>Temporary Facilities</i>	\$ 67,200	
<i>Site Prep Engineering and Design</i>	\$ 52,500	
MSF Eligible Activities Sub-Total	\$ 8,138,751	
Contingency (6%)	\$ 488,325	
Interest (3%)	\$ 2,527,605	
Brownfield Plan & Act 381 Work Preparation	\$ 15,000	Summer 2022
EGLE Eligible Activities Total Costs	\$ 13,125	
MSF Eligible Activities Total Costs	\$ 11,169,681	
Total Eligible Activities Total Costs	\$ 11,182,806	

Table 2

Tax Capture Schedule

Tax Increment Revenue Capture Estimates																				
Tall Timbers Portage																				
Portage, Michigan																				
June 2022																				
Estimated Taxable Value (TV) Increase Rate:		1%																		
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
Calendar Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
*Base Taxable Value		\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	
Estimated New TV		\$ 7,842,658	\$ 7,921,085	\$ 8,000,295	\$ 8,080,298	\$ 8,161,101	\$ 8,242,712	\$ 8,325,140	\$ 8,408,391	\$ 8,492,475	\$ 8,577,400	\$ 8,663,174	\$ 8,749,805	\$ 8,837,303	\$ 8,925,676	\$ 9,014,933	\$ 9,105,082	\$ 9,196,133	\$ 9,288,095	
Incremental Difference (New TV - Base TV)		\$ 7,811,544	\$ 7,889,971	\$ 7,969,181	\$ 8,049,184	\$ 8,129,987	\$ 8,211,598	\$ 8,294,026	\$ 8,377,277	\$ 8,461,361	\$ 8,546,286	\$ 8,632,060	\$ 8,718,691	\$ 8,806,189	\$ 8,894,562	\$ 8,983,819	\$ 9,073,968	\$ 9,165,019	\$ 9,256,981	
School Capture		Millage Rate																		
State Education Tax (SET)		6.0000	\$ 46,869	\$ 47,340	\$ 47,815	\$ 48,295	\$ 48,780	\$ 49,270	\$ 49,764	\$ 50,264	\$ 50,768	\$ 51,278	\$ 51,792	\$ 52,312	\$ 52,837	\$ 53,367	\$ 53,903	\$ 54,444	\$ 54,990	\$ 55,542
School Operating Tax		17.5695	\$ 137,245	\$ 138,623	\$ 140,015	\$ 141,420	\$ 142,840	\$ 144,274	\$ 145,722	\$ 147,185	\$ 148,662	\$ 150,154	\$ 151,661	\$ 153,183	\$ 154,720	\$ 156,273	\$ 157,841	\$ 159,425	\$ 161,025	\$ 162,641
School Total		23.5695	\$ 184,114	\$ 185,963	\$ 187,830	\$ 189,715	\$ 191,620	\$ 193,543	\$ 195,486	\$ 197,448	\$ 199,430	\$ 201,432	\$ 203,453	\$ 205,495	\$ 207,557	\$ 209,640	\$ 211,744	\$ 213,869	\$ 216,015	\$ 218,182
Local Capture		Millage Rate																		
City of Portage		10.6400	\$ 83,115	\$ 83,949	\$ 84,792	\$ 85,643	\$ 86,503	\$ 87,371	\$ 88,248	\$ 89,134	\$ 90,029	\$ 90,932	\$ 91,845	\$ 92,767	\$ 93,698	\$ 94,638	\$ 95,588	\$ 96,547	\$ 97,516	\$ 98,494
KVCC		2.7918	\$ 21,808	\$ 22,027	\$ 22,248	\$ 22,472	\$ 22,697	\$ 22,925	\$ 23,155	\$ 23,388	\$ 23,622	\$ 23,860	\$ 24,099	\$ 24,341	\$ 24,585	\$ 24,832	\$ 25,081	\$ 25,333	\$ 25,587	\$ 25,844
KRESA Allocated		0.1444	\$ 1,128	\$ 1,139	\$ 1,151	\$ 1,162	\$ 1,174	\$ 1,186	\$ 1,198	\$ 1,210	\$ 1,222	\$ 1,234	\$ 1,246	\$ 1,259	\$ 1,272	\$ 1,284	\$ 1,297	\$ 1,310	\$ 1,323	\$ 1,337
KRESA Operating		2.8946	\$ 22,611	\$ 22,838	\$ 23,068	\$ 23,299	\$ 23,533	\$ 23,769	\$ 24,008	\$ 24,249	\$ 24,492	\$ 24,738	\$ 24,986	\$ 25,237	\$ 25,490	\$ 25,746	\$ 26,005	\$ 26,266	\$ 26,529	\$ 26,795
KRESA Enhancement		1.5000	\$ 11,717	\$ 11,835	\$ 11,954	\$ 12,074	\$ 12,195	\$ 12,317	\$ 12,441	\$ 12,566	\$ 12,692	\$ 12,819	\$ 12,948	\$ 13,078	\$ 13,209	\$ 13,342	\$ 13,476	\$ 13,611	\$ 13,748	\$ 13,885
KRESA Special ED		1.4988	\$ 11,708	\$ 11,825	\$ 11,944	\$ 12,064	\$ 12,185	\$ 12,308	\$ 12,431	\$ 12,556	\$ 12,682	\$ 12,809	\$ 12,938	\$ 13,068	\$ 13,199	\$ 13,331	\$ 13,465	\$ 13,600	\$ 13,737	\$ 13,874
KRESA CTE		1.0000	\$ 7,812	\$ 7,890	\$ 7,969	\$ 8,049	\$ 8,130	\$ 8,212	\$ 8,294	\$ 8,377	\$ 8,461	\$ 8,546	\$ 8,632	\$ 8,719	\$ 8,806	\$ 8,895	\$ 8,984	\$ 9,074	\$ 9,165	\$ 9,257
School Site SF		0.4989	\$ 3,897	\$ 3,936	\$ 3,976	\$ 4,016	\$ 4,056	\$ 4,097	\$ 4,138	\$ 4,179	\$ 4,221	\$ 4,264	\$ 4,306	\$ 4,350	\$ 4,393	\$ 4,437	\$ 4,482	\$ 4,527	\$ 4,572	\$ 4,618
County Operating		4.6514	\$ 36,335	\$ 36,699	\$ 37,068	\$ 37,440	\$ 37,816	\$ 38,195	\$ 38,579	\$ 38,966	\$ 39,357	\$ 39,752	\$ 40,151	\$ 40,554	\$ 40,961	\$ 41,372	\$ 41,787	\$ 42,207	\$ 42,630	\$ 43,058
CCTA Transport		0.7500	\$ 5,859	\$ 5,917	\$ 5,977	\$ 6,037	\$ 6,097	\$ 6,159	\$ 6,221	\$ 6,283	\$ 6,346	\$ 6,410	\$ 6,474	\$ 6,539	\$ 6,605	\$ 6,671	\$ 6,738	\$ 6,805	\$ 6,874	\$ 6,943
KCTA Transport		0.3124	\$ 2,440	\$ 2,465	\$ 2,490	\$ 2,515	\$ 2,540	\$ 2,565	\$ 2,591	\$ 2,617	\$ 2,643	\$ 2,670	\$ 2,697	\$ 2,724	\$ 2,751	\$ 2,779	\$ 2,807	\$ 2,835	\$ 2,863	\$ 2,892
District Library		1.4959	\$ 11,685	\$ 11,803	\$ 11,921	\$ 12,041	\$ 12,162	\$ 12,284	\$ 12,407	\$ 12,532	\$ 12,657	\$ 12,784	\$ 12,913	\$ 13,042	\$ 13,173	\$ 13,305	\$ 13,439	\$ 13,574	\$ 13,710	\$ 13,848
Library Extra		0.4986	\$ 3,895	\$ 3,934	\$ 3,973	\$ 4,013	\$ 4,054	\$ 4,094	\$ 4,135	\$ 4,177	\$ 4,219	\$ 4,261	\$ 4,304	\$ 4,347	\$ 4,391	\$ 4,435	\$ 4,479	\$ 4,524	\$ 4,570	\$ 4,616
County Public Safety		1.4380	\$ 11,233	\$ 11,346	\$ 11,460	\$ 11,575	\$ 11,691	\$ 11,808	\$ 11,927	\$ 12,047	\$ 12,167	\$ 12,290	\$ 12,413	\$ 12,537	\$ 12,663	\$ 12,790	\$ 12,919	\$ 13,048	\$ 13,179	\$ 13,312
County Housing		0.7485	\$ 5,847	\$ 5,906	\$ 5,965	\$ 6,025	\$ 6,085	\$ 6,146	\$ 6,208	\$ 6,270	\$ 6,333	\$ 6,397	\$ 6,461	\$ 6,526	\$ 6,591	\$ 6,658	\$ 6,724	\$ 6,792	\$ 6,860	\$ 6,929
County Senior		0.3477	\$ 2,716	\$ 2,743	\$ 2,771	\$ 2,799	\$ 2,827	\$ 2,855	\$ 2,884	\$ 2,913	\$ 2,942	\$ 2,972	\$ 3,001	\$ 3,031	\$ 3,062	\$ 3,093	\$ 3,124	\$ 3,155	\$ 3,187	\$ 3,219
County 911		0.6487	\$ 5,067	\$ 5,118	\$ 5,170	\$ 5,222	\$ 5,274	\$ 5,327	\$ 5,380	\$ 5,434	\$ 5,489	\$ 5,544	\$ 5,600	\$ 5,656	\$ 5,713	\$ 5,770	\$ 5,828	\$ 5,886	\$ 5,945	\$ 6,005
Local Total		31.8597	\$ 248,873	\$ 251,372	\$ 253,896	\$ 256,444	\$ 259,019	\$ 261,619	\$ 264,245	\$ 266,897	\$ 269,576	\$ 272,282	\$ 275,015	\$ 277,775	\$ 280,562	\$ 283,378	\$ 286,222	\$ 289,094	\$ 291,995	\$ 294,924
Non-Capturable Millages		Millage Rate																		
County Juvenile Home Debt		0.1685	\$ 1,316	\$ 1,329	\$ 1,343	\$ 1,356	\$ 1,370	\$ 1,384	\$ 1,398	\$ 1,412	\$ 1,426	\$ 1,440	\$ 1,455	\$ 1,469	\$ 1,484	\$ 1,499	\$ 1,514	\$ 1,529	\$ 1,544	\$ 1,560
Portage School Debt		6.8500	\$ 53,509	\$ 54,046	\$ 54,589	\$ 55,137	\$ 55,690	\$ 56,249	\$ 56,814	\$ 57,384	\$ 57,960	\$ 58,542	\$ 59,130	\$ 59,723	\$ 60,322	\$ 60,928	\$ 61,539	\$ 62,157	\$ 62,780	\$ 63,410
KRESA Debt		0.3650	\$ 2,851	\$ 2,880	\$ 2,909	\$ 2,938	\$ 2,967	\$ 2,997	\$ 3,027	\$ 3,058	\$ 3,088	\$ 3,119	\$ 3,151	\$ 3,182	\$ 3,214	\$ 3,247	\$ 3,279	\$ 3,312	\$ 3,345	\$ 3,379
Total Non-Capturable Taxes		7.3835	\$ 57,677	\$ 58,256	\$ 58,840	\$ 59,431	\$ 60,028	\$ 60,630	\$ 61,239	\$ 61,854	\$ 62,474	\$ 63,101	\$ 63,735	\$ 64,374	\$ 65,020	\$ 65,673	\$ 66,332	\$ 66,998	\$ 67,670	\$ 68,349
Total Tax Increment Revenue (TIR) Available for Capture		\$ 432,987	\$ 437,335	\$ 441,725	\$ 446,160	\$ 450,639	\$ 455,162	\$ 459,731	\$ 464,346	\$ 469,006	\$ 473,714	\$ 478,468	\$ 483,270	\$ 488,120	\$ 493,018	\$ 497,966	\$ 502,963	\$ 508,010	\$ 513,107	
Footnotes:																				

Tax Increment Revenue Capture Estimates
Tall Timbers Portage
Portage, Michigan
June 2022

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
	Calendar Year	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	
	*Base Taxable Value	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ 31,114	\$ -
	Estimated New TV	\$ 9,380,976	\$ 9,474,785	\$ 9,569,533	\$ 9,665,229	\$ 9,761,881	\$ 9,859,500	\$ 9,958,095	\$ 10,057,676	\$ 10,158,252	\$ 10,259,835	\$ 10,362,433	\$ 10,466,058	\$ -
	Incremental Difference (New TV - Base TV)	\$ 9,349,862	\$ 9,443,671	\$ 9,538,419	\$ 9,634,115	\$ 9,730,767	\$ 9,828,386	\$ 9,926,981	\$ 10,026,562	\$ 10,127,138	\$ 10,228,721	\$ 10,331,319	\$ 10,434,944	\$ -
School Capture		Millage Rate												
State Education Tax (SET)	6.0000	\$ 56,099	\$ 56,662	\$ 57,231	\$ 57,805	\$ 58,385	\$ 58,970	\$ 59,562	\$ 60,159	\$ 60,763	\$ 61,372	\$ 61,988	\$ 62,610	\$ 1,631,236
School Operating Tax	17.5695	\$ 164,272	\$ 165,921	\$ 167,585	\$ 169,267	\$ 170,965	\$ 172,680	\$ 174,412	\$ 176,162	\$ 177,929	\$ 179,714	\$ 181,516	\$ 183,337	\$ 4,776,665
School Total	23.5695	\$ 220,372	\$ 222,583	\$ 224,816	\$ 227,071	\$ 229,349	\$ 231,650	\$ 233,974	\$ 236,321	\$ 238,692	\$ 241,086	\$ 243,504	\$ 245,946	\$ 6,407,901
Local Capture		Millage Rate												
City of Portage	10.6400	\$ 99,483	\$ 100,481	\$ 101,489	\$ 102,507	\$ 103,535	\$ 104,574	\$ 105,623	\$ 106,683	\$ 107,753	\$ 108,834	\$ 109,925	\$ 111,028	\$ 2,892,724
KVCC	2.7918	\$ 26,103	\$ 26,365	\$ 26,629	\$ 26,897	\$ 27,166	\$ 27,439	\$ 27,714	\$ 27,992	\$ 28,273	\$ 28,557	\$ 28,843	\$ 29,132	\$ 759,014
KRESA Allocated	0.1444	\$ 1,350	\$ 1,364	\$ 1,377	\$ 1,391	\$ 1,405	\$ 1,419	\$ 1,433	\$ 1,448	\$ 1,462	\$ 1,477	\$ 1,492	\$ 1,507	\$ 39,258
KRESA Operating	2.8946	\$ 27,064	\$ 27,336	\$ 27,610	\$ 27,887	\$ 28,167	\$ 28,449	\$ 28,735	\$ 29,023	\$ 29,314	\$ 29,608	\$ 29,905	\$ 30,205	\$ 786,962
KRESA Enhancement	1.5000	\$ 14,025	\$ 14,166	\$ 14,308	\$ 14,451	\$ 14,596	\$ 14,743	\$ 14,890	\$ 15,040	\$ 15,191	\$ 15,343	\$ 15,497	\$ 15,652	\$ 407,809
KRESA Special ED	1.4988	\$ 14,014	\$ 14,154	\$ 14,296	\$ 14,440	\$ 14,584	\$ 14,731	\$ 14,879	\$ 15,028	\$ 15,179	\$ 15,331	\$ 15,485	\$ 15,640	\$ 407,483
KRESA CTE	1.0000	\$ 9,350	\$ 9,444	\$ 9,538	\$ 9,634	\$ 9,731	\$ 9,828	\$ 9,927	\$ 10,027	\$ 10,127	\$ 10,229	\$ 10,331	\$ 10,435	\$ 271,873
School Site SF	0.4989	\$ 4,664	\$ 4,711	\$ 4,759	\$ 4,806	\$ 4,854	\$ 4,903	\$ 4,952	\$ 5,002	\$ 5,052	\$ 5,103	\$ 5,154	\$ 5,206	\$ 135,632
County Operating	4.6514	\$ 43,490	\$ 43,926	\$ 44,367	\$ 44,812	\$ 45,262	\$ 45,716	\$ 46,174	\$ 46,638	\$ 47,105	\$ 47,578	\$ 48,055	\$ 48,537	\$ 1,264,588
CCTA Transport	0.7500	\$ 7,012	\$ 7,083	\$ 7,154	\$ 7,226	\$ 7,298	\$ 7,371	\$ 7,445	\$ 7,520	\$ 7,595	\$ 7,672	\$ 7,748	\$ 7,826	\$ 203,904
KCTA Transport	0.3124	\$ 2,921	\$ 2,950	\$ 2,980	\$ 3,010	\$ 3,040	\$ 3,070	\$ 3,101	\$ 3,132	\$ 3,164	\$ 3,195	\$ 3,228	\$ 3,260	\$ 84,933
District Library	1.4959	\$ 13,986	\$ 14,127	\$ 14,269	\$ 14,412	\$ 14,556	\$ 14,702	\$ 14,850	\$ 14,999	\$ 15,149	\$ 15,301	\$ 15,455	\$ 15,610	\$ 406,694
Library Extra	0.4986	\$ 4,662	\$ 4,709	\$ 4,756	\$ 4,804	\$ 4,852	\$ 4,900	\$ 4,950	\$ 4,999	\$ 5,049	\$ 5,100	\$ 5,151	\$ 5,203	\$ 135,556
County Public Safety	1.4380	\$ 13,445	\$ 13,580	\$ 13,716	\$ 13,854	\$ 13,993	\$ 14,133	\$ 14,275	\$ 14,418	\$ 14,563	\$ 14,709	\$ 14,856	\$ 15,005	\$ 390,953
County Housing	0.7485	\$ 6,998	\$ 7,069	\$ 7,140	\$ 7,211	\$ 7,283	\$ 7,357	\$ 7,430	\$ 7,505	\$ 7,580	\$ 7,656	\$ 7,733	\$ 7,811	\$ 203,497
County Senior	0.3477	\$ 3,251	\$ 3,284	\$ 3,317	\$ 3,350	\$ 3,383	\$ 3,417	\$ 3,452	\$ 3,486	\$ 3,521	\$ 3,557	\$ 3,592	\$ 3,628	\$ 94,530
County 911	0.6487	\$ 6,065	\$ 6,126	\$ 6,188	\$ 6,250	\$ 6,312	\$ 6,376	\$ 6,440	\$ 6,504	\$ 6,569	\$ 6,635	\$ 6,702	\$ 6,769	\$ 176,364
Local Total	31.8597	\$ 297,884	\$ 300,872	\$ 303,891	\$ 306,940	\$ 310,019	\$ 313,129	\$ 316,270	\$ 319,443	\$ 322,647	\$ 325,884	\$ 329,153	\$ 332,454	\$ 8,661,774
Non-Capturable Millages		Millage Rate												
County Juvenile Home Debt	0.1685	\$ 1,575	\$ 1,591	\$ 1,607	\$ 1,623	\$ 1,640	\$ 1,656	\$ 1,673	\$ 1,689	\$ 1,706	\$ 1,724	\$ 1,741	\$ 1,758	\$ 45,811
Portage School Debt	6.8500	\$ 64,047	\$ 64,689	\$ 65,338	\$ 65,994	\$ 66,656	\$ 67,324	\$ 68,000	\$ 68,682	\$ 69,371	\$ 70,067	\$ 70,770	\$ 71,479	\$ 1,862,327
KRESA Debt	0.3650	\$ 3,413	\$ 3,447	\$ 3,482	\$ 3,516	\$ 3,552	\$ 3,587	\$ 3,623	\$ 3,660	\$ 3,696	\$ 3,733	\$ 3,771	\$ 3,809	\$ 99,233
Total Non-Capturable Taxes	7.3835	\$ 69,035	\$ 69,727	\$ 70,427	\$ 71,133	\$ 71,847	\$ 72,568	\$ 73,296	\$ 74,031	\$ 74,774	\$ 75,524	\$ 76,281	\$ 77,046	\$ 2,007,371
Total Tax Increment Revenue (TIR) Available for Capture		\$ 518,255	\$ 523,455	\$ 528,707	\$ 534,011	\$ 539,368	\$ 544,779	\$ 550,244	\$ 555,764	\$ 561,339	\$ 566,970	\$ 572,657	\$ 578,400	\$ 15,069,675

Footnotes:

Table 3

Reimbursement Schedule

Tax Increment Revenue Reimbursement Allocation Table
Tall Timbers Portage
Portage, Michigan
June 2022

Developer Maximum Reimbursement		Proportionality	School & Local Taxes	Local-Only Taxes	Total	Estimated Total Years of Plan: 30												Estimated Capture	
State		40.9%	\$ 5,592,283		\$ 5,592,283													Administrative Fees	\$ 592,080
Local		59.1%	\$ 8,069,693		\$ 8,069,693													State Brownfield Redevelopment Fund	\$ 815,618
TOTAL			\$ 13,661,977		\$ 13,661,977													Local Brownfield Revolving Fund	\$ 1,456,384
EGLE		0.2%	\$ 13,125		\$ 13,125														
MSF		99.8%	\$ 8,642,076		\$ 8,642,076														
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		

Total State Incremental Revenue	\$	184,114	\$	185,963	\$	187,830	\$	189,715	\$	191,620	\$	193,543	\$	195,486	\$	197,448	\$	199,430	\$	201,432	\$	203,453	\$	205,495	\$	207,557	\$	209,640	\$	211,744	\$	213,869
State Brownfield Redevelopment Fund (50% of SET)	\$	(23,435)	\$	(23,670)	\$	(23,908)	\$	(24,148)	\$	(24,390)	\$	(24,635)	\$	(24,882)	\$	(25,132)	\$	(25,384)	\$	(25,639)	\$	(25,896)	\$	(26,156)	\$	(26,419)	\$	(26,684)	\$	(26,951)	\$	(27,222)
State TIR Available for Reimbursement	\$	160,680	\$	162,293	\$	163,922	\$	165,568	\$	167,230	\$	168,908	\$	170,604	\$	172,316	\$	174,046	\$	175,793	\$	177,557	\$	179,339	\$	181,139	\$	182,957	\$	184,793	\$	186,647
Total Local Incremental Revenue	\$	248,873	\$	251,372	\$	253,896	\$	256,444	\$	259,019	\$	261,619	\$	264,245	\$	266,897	\$	269,576	\$	272,282	\$	275,015	\$	277,775	\$	280,562	\$	283,378	\$	286,222	\$	289,094
BRA Administrative Fee (5%)	\$	(12,444)	\$	(12,569)	\$	(12,695)	\$	(12,822)	\$	(12,951)	\$	(13,081)	\$	(13,212)	\$	(13,345)	\$	(13,479)	\$	(13,614)	\$	(13,751)	\$	(13,889)	\$	(14,028)	\$	(14,169)	\$	(14,311)	\$	(14,455)
Local TIR Available for Reimbursement	\$	236,430	\$	238,803	\$	241,201	\$	243,622	\$	246,068	\$	248,538	\$	251,033	\$	253,552	\$	256,097	\$	258,668	\$	261,264	\$	263,886	\$	266,534	\$	269,209	\$	271,911	\$	274,639

Total State & Local TIR Available	\$	397,109	\$	401,096	\$	405,123	\$	409,190	\$	413,298	\$	417,446	\$	421,637	\$	425,869	\$	430,143	\$	434,461	\$	438,821	\$	443,225	\$	447,673	\$	452,166	\$	456,703	\$	461,286
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DEVELOPER	Beginning Balance																																	
DEVELOPER Eligible Activity Balance	\$	8,655,201	\$	8,258,092	\$	7,856,996	\$	7,451,873	\$	7,042,683	\$	6,629,385	\$	6,211,939	\$	5,790,302	\$	5,364,433	\$	4,934,290	\$	4,499,829	\$	4,061,008	\$	3,617,783	\$	3,170,110	\$	2,717,944	\$	2,261,241	\$	1,799,955

MSF Non-Environmental Costs	\$	8,642,076																
State Tax Reimbursement			\$ 160,436	\$ 162,047	\$ 163,674	\$ 165,317	\$ 166,976	\$ 168,652	\$ 170,345	\$ 172,055	\$ 173,782	\$ 175,526	\$ 177,288	\$ 179,067	\$ 180,864	\$ 182,679	\$ 184,512	\$ 186,364
Local Tax Reimbursement			\$ 236,071	\$ 238,441	\$ 240,835	\$ 243,253	\$ 245,695	\$ 248,161	\$ 250,652	\$ 253,168	\$ 255,709	\$ 258,276	\$ 260,868	\$ 263,486	\$ 266,130	\$ 268,801	\$ 271,498	\$ 274,223
Total MSF Reimbursement Balance			\$ 8,245,569	\$ 7,845,081	\$ 7,440,573	\$ 7,032,003	\$ 6,619,332	\$ 6,202,519	\$ 5,781,522	\$ 5,356,299	\$ 4,926,807	\$ 4,493,006	\$ 4,054,850	\$ 3,612,297	\$ 3,165,303	\$ 2,713,823	\$ 2,257,812	\$ 1,797,225

EGLE Environmental Costs	\$	13,125	\$	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Interest	3%	\$																															
Accrued Interest		\$	247,743	\$	235,710	\$	223,556	\$	211,280	\$	198,882	\$	186,358	\$	173,709	\$	160,933	\$	148,029	\$	134,995	\$	121,830	\$	108,533	\$	95,103	\$	81,538	\$	67,837	\$	53,999
State Interest Reimbursement																												\$	-	\$	-		
Local Interest Reimbursement																												\$	-	\$	-		
Total Interest Reimbursement Balance		\$	247,743	\$	483,453	\$	707,009	\$	918,289	\$	1,117,171	\$	1,303,529	\$	1,477,238	\$	1,638,171	\$	1,786,200	\$	1,921,195	\$	2,043,025	\$	2,151,558	\$	2,246,662	\$	2,328,200	\$	2,396,037	\$	2,450,036

Total Annual Developer Reimbursement		\$	397,109	\$	401,096	\$	405,123	\$	409,190	\$	413,298	\$	417,446	\$	421,637	\$	425,869	\$	430,143	\$	434,461	\$	438,821	\$	443,225	\$	447,673	\$	452,166	\$	456,703	\$	461,286
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LOCAL BROWNFIELD REVOLVING FUN

LBRF Deposits *																					
State Tax Capture	\$	-																			
Local Tax Capture	\$	-																			
Total LBRF Capture			\$	-												\$	-	\$	-	\$	-

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

Tax Increment Revenue Reimbursement Allocation Table
Tall Timbers Portage
Portage, Michigan
June 2022

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	TOTAL
Total State Incremental Revenue	\$ 216,015	\$ 218,182	\$ 220,372	\$ 222,583	\$ 224,816	\$ 227,071	\$ 229,349	\$ 231,650	\$ 233,974	\$ 236,321	\$ 238,692	\$ 241,086	\$ 243,504	\$ 245,946	\$ 6,407,901
State Brownfield Redevelopment Fund (50% of	\$ (27,495)	\$ (27,771)	\$ (28,050)	\$ (28,331)	\$ (28,615)	\$ (28,902)	\$ (29,192)	\$ (29,485)	\$ (29,781)	\$ (30,080)	\$ (30,381)	\$ (30,686)	\$ (30,994)	\$ (31,305)	\$ (815,618)
State TIR Available for Reimbursement	\$ 188,520	\$ 190,411	\$ 192,322	\$ 194,252	\$ 196,201	\$ 198,169	\$ 200,157	\$ 202,165	\$ 204,193	\$ 206,241	\$ 208,310	\$ 210,400	\$ 212,510	\$ 214,642	\$ 5,592,283
Total Local Incremental Revenue	\$ 291,995	\$ 294,924	\$ 297,884	\$ 300,872	\$ 303,891	\$ 306,940	\$ 310,019	\$ 313,129	\$ 316,270	\$ 319,443	\$ 322,647	\$ 325,884	\$ 329,153	\$ 332,454	\$ 8,661,774
BRA Administrative Fee (5%)	\$ (14,600)	\$ (14,746)	\$ (14,894)	\$ (15,044)	\$ (30,389)	\$ (30,694)	\$ (31,002)	\$ (31,313)	\$ (31,627)	\$ (31,944)	\$ (32,265)	\$ (32,588)	\$ (32,915)	\$ (33,245)	\$ (592,080)
Local TIR Available for Reimbursement	\$ 277,395	\$ 280,178	\$ 282,989	\$ 285,829	\$ 273,502	\$ 276,246	\$ 279,017	\$ 281,816	\$ 284,643	\$ 287,499	\$ 290,383	\$ 293,295	\$ 296,237	\$ 299,209	\$ 8,069,693
Total State & Local TIR Available	\$ 465,915	\$ 470,590	\$ 475,311	\$ 480,080	\$ 469,702	\$ 474,415	\$ 479,174	\$ 483,981	\$ 488,836	\$ 493,740	\$ 498,693	\$ 503,695	\$ 508,747	\$ 513,850	
DEVELOPER															\$ -
DEVELOPER Eligible Activity Balance	\$ 1,334,040	\$ 863,451	\$ 388,139	\$ -											\$ -
															\$ -
															\$ -
															\$ -
MSF Non-Environmental Costs															\$ -
State Tax Reimbursement	\$ 188,234	\$ 190,123	\$ 192,030	\$ 158,637	\$ -	\$ -	\$ -								\$ 3,498,609
Local Tax Reimbursement	\$ 276,974	\$ 279,753	\$ 282,560	\$ 228,914	\$ -	\$ -	\$ -								\$ 5,143,467
Total MSF Reimbursement Balance	\$ 1,332,017	\$ 862,141	\$ 387,551	\$ -	\$ -	\$ -	\$ -								
EGLE Environmental Costs															\$ -
State Tax Reimbursement	\$ 286	\$ 289	\$ 292	\$ 241											\$ 5,313
Local Tax Reimbursement	\$ 421	\$ 425	\$ 429	\$ 348											\$ 7,812
Total EGLE Reimbursement Balance	\$ 2,023	\$ 1,309	\$ 589	\$ -	\$ -	\$ -	\$ -								
Interest															\$ -
Accrued Interest	\$ 40,021	\$ 25,904	\$ 11,644												\$ 2,527,605
State Interest Reimbursement		\$ -	\$ -	\$ 35,374	\$ 196,201	\$ 198,169	\$ 200,157	\$ 202,165	\$ 204,193	\$ 16,191					\$ 1,052,449
Local Interest Reimbursement		\$ -	\$ -	\$ 56,567	\$ 273,502	\$ 276,246	\$ 279,017	\$ 281,816	\$ 284,643	\$ 23,364					\$ 1,475,156
Total Interest Reimbursement Balance	\$ 2,490,057	\$ 2,515,961	\$ 2,527,605	\$ 2,435,664	\$ 1,965,961	\$ 1,491,547	\$ 1,012,372	\$ 528,391	\$ 39,555						
Total Annual Developer Reimbursement	\$ 465,915	\$ 470,590	\$ 475,311	\$ 480,080	\$ 469,702	\$ 474,415	\$ 479,174	\$ 483,981	\$ 488,836	\$ 39,555	\$ -	\$ -	\$ -	\$ -	\$ 11,182,806
LOCAL BROWNFIELD REVOLVING FUN															
LBRF Deposits *															
State Tax Capture										\$ 13,125					\$ 13,125
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,135	\$ 290,383	\$ 293,295	\$ 296,237	\$ 299,209	\$ 1,443,259
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,260	\$ 290,383	\$ 293,295	\$ 296,237	\$ 299,209	\$ 1,456,384

* Up to five years of capture for LBRF Deposit:

Footnotes:

Attachment A

Brownfield Plan Resolutions

Attachment B

Reimbursement Agreement

Attachment C

Verification of Facility Status



October 4, 2021

Greenspire Apartments
c/o Mr. Greg Dobson
AVB
4200 West Center Avenue
Portage, Michigan 49024

RE: Limited Environmental Sampling (Round 2)
10-Acre Parcel
3413 West Centre Avenue
Portage, Michigan

Dear Mr. Dobson:

Introduction

Stolz Environmental Solutions, LLC (SES) is pleased to present the findings of our limited soil and groundwater sampling for the referenced site (Property). Your objective was to perform limited environmental sampling of the Property in an attempt to establish that the Property is a facility, for the purpose of creating/amending a brownfield plan for the Property to facilitate future development of the Property.

Scope of Services

The proposed Scope of Services for the Limited Environmental Sampling was as follows:

- SES collected five near-surface soil samples from approximately 1-2 feet below grade (bg) using a hand auger. Samples were collected from areas agreed upon by you and SES.
- SES performed three shallow (three feet bg) soil borings for the purpose of installing temporary wells to collect three groundwater samples from the west portion of the east parcel of the Property near the east edge of the pond.
- SES submitted the collected samples for laboratory analysis of arsenic, lead, selenium, and iron only. One soil sample, collected from the stormwater outfall on the northwest portion of the Property, was analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), and the 10 Michigan List metals.

Soil Sampling

On September 21, 2021, SES performed soil boring activities. The Sample Location Diagram, attached as Figure 1, illustrates the soil sample locations. SES selected soil sample locations based on information provided by you, historic research, and previous site visits. Soil borings were identified as SS-11 through SS-16, as well as soil borings completed as temporary monitoring wells identified as MW-1, MW-2, and MW-3. (Previous soil sampling efforts resulted in sample locations identified as SS1 through SS10, which did not indicate the Property was a Facility). The following table depicts sample locations, depths, media sampled, and rationale for the selection of the location:

TABLE 1 - SAMPLE LOCATIONS

Sample ID	Groundwater Sampled?	Boring Completion Depth (Feet bg)	Rationale/Source
SS-11	No	2	Assess fill on east portion of Property
SS-12	No	2	Assess fill on east portion of Property
SS-13	No	2	Assess fill on central portion of Property
SS-14	No	2	Assess Centre Avenue stormwater outfall on north portion of Property
SS-15	No	2	Assess area of dumped metal and concrete debris
SS-16	No	2	Assess former garage of residence on north-central portion of Property
MW-1	Yes	3	Assess groundwater near pond
MW-2	Yes	3	Assess groundwater near pond
MW-3	Yes	3	Assess groundwater near pond

Each soil boring was advanced using a stainless steel hand auger. SES continuously sampled soil from each boring to the completion depth. Soil samples from each boring were collected directly from the stainless auger bucket into a 4-ounce glass jar. The soil sample collected from SP-14 was also collected into a methanol-preserved 40 milliliter glass VOA jar. All sample containers were laboratory supplied and certified clean.

Groundwater Sampling

SES extended MW-1, MW-2, and MW-3 to a depth of three feet bg. Groundwater was encountered at a depth of 2 feet bg at MW-1, 1 foot bg at MW-2, and 1.5 feet bg at MW-3. SES collected groundwater samples from each of these boring locations.

To facilitate the collection of groundwater samples, SES installed temporary monitoring wells constructed of 5-foot-long 40-mil PVC screen attached to 40-mil PVC well points. SES installed the temporary wells to straddle the water table surface, as observed during boring activities. Using a Heron Instruments water

level indicator, SES measured groundwater levels after installation of the temporary wells to verify the screen properly straddled the water table surface prior to sampling.

Using a peristaltic pump, SES purged groundwater from the temporary wells with low flow volumes until the visual turbidity of the water appeared to stabilize. SES transferred groundwater directly into a nitric acid-preserved plastic bottle. The sample containers and preservatives were laboratory-prepared.

Decontamination Procedures

SES followed decontamination procedures during field activities. SES cleaned soil boring sampling tools with a phosphate-free detergent and distilled water solution wash and double rinsed them with distilled water between samples and prior to performing each probe. SES used new disposable gloves, well screens, points, and/or tubing for the handling and collection of each soil and/or groundwater sample.

Subsurface Conditions

With the exception of MW-1, MW-2, and MW-3, each soil boring was advanced to a depth of 2 feet bg. At each of these boring locations (SS-11 through SS-16) SES encountered sandy topsoil that was strong brown to black in color in the first horizon to a depth of approximately 16 inches. From 16 inches to 24 inches bg, soil was lighter in color with less organic content. Groundwater was not encountered at SS-11 through SS-16.

At MW-1, MW-2, and MW-3, SES encountered organic soils from the ground surface to a depth of approximately one to two feet bg. SES encountered saturated sandy soils underlying the organic soils. SES collected groundwater samples at these locations.

Analytical Testing

Samples collected for laboratory analysis were placed into an ice-containing cooler until delivery to the analytical laboratory. SES submitted the collected samples to Merit Laboratories, Inc. of East Lansing, Michigan (Merit) for laboratory analysis of arsenic, lead, iron, and selenium by EPA Methods SM2540B, SW3050B, and SW6020A. The samples collected from SS-14 were analyzed for VOCs using EPA Method 8260, PNAs using EPA Method 8270, and the 10 Michigan List metals using various EPA methodologies. The following table depicts the samples and analytical parameters assessed by Merit:

TABLE 2 - LABORATORY ANALYTICAL PARAMETERS REQUESTED BY SES

Sample	Media	Analytical Parameters
SS-11	Soil	Arsenic, Lead, Selenium, Iron
SS-12	Soil	Arsenic, Lead, Selenium, Iron
SS-13	Soil	Arsenic, Lead, Selenium, Iron
SS-14	Soil	VOCs, PNAs, 10 Michigan List Metals
SS-15	Soil	Arsenic, Lead, Selenium, Iron
SS-16	Soil	Arsenic, Lead, Selenium, Iron
MW-1	Groundwater	Arsenic, Lead, Selenium, Iron
MW-2	Groundwater	Arsenic, Lead, Selenium, Iron
MW-3	Groundwater	Arsenic, Lead, Selenium, Iron

The analytical laboratory method detection levels (MDLs) for the various compounds were reported in general accordance with the "Target Detection Limits and Designated Analytical Methods" document produced by the MDEGLE Remediation and Redevelopment Division, dated March 10, 2016.

Analytical Test Results

SES compared the reported soil analyte concentrations to the MDEGLE Part 201 Generic Residential Cleanup Criteria (GRCC) including the Statewide Default Background Levels (SDBLs), Residential Drinking Water Protection Criteria (DWPC), Groundwater Contact Protection Criteria (GCPC), Residential Soil Volatilization to Indoor Air Criteria (SVIAC), Infinite Source Volatile Soil Inhalation Criteria (SVIC), Particulate Soil Inhalation Criteria (PSIC), the Direct Contact Criteria (DCC), and the Groundwater / Surface Water Interface Protection Criteria (GSIPC).

SES compared the reported groundwater analyte concentrations to the MDEGLE Part 201 GRCC including the Drinking Water Criteria (DWC), the Groundwater Volatilization to Indoor Air Criteria (GVIAC), Water Solubility (WS), Flammability and Explosivity Screening Levels (FESL), the Acute Inhalation Screening Levels (AISL), and the Groundwater/Surface Water Interface Criteria (GSIC).

Soil

Merit's analytical report, included as an attachment to this letter, indicated arsenic, chromium, and iron were detected in the soil at concentrations in excess of the DWPC. Barium, copper, lead, and/or zinc were detected at concentrations not in excess of the most stringent applicable MDEGLE GRCC in the soil samples submitted for laboratory analysis. Additionally, PNAs, including benzo(a)anthracene, benzo(a)pyrene, benzo(k)fluoranthene, benzo(g,h,i)perylene, chrysene, fluoranthene, indeno(1,2,3-cd)pyrene, phenanthrene, and pyrene were detected in the soil sample from SS-14 at concentrations not in excess of the most stringent applicable MDEGLE GRCC. VOCs and other PNAs were not detected at concentrations in excess of the laboratory MDLs.

The following table depicts the analytes detected at concentrations in excess of the laboratory MDLs in the soil samples analyzed from the Property:

TABLE 3 - SOIL ANALYTES DETECTED IN EXCESS OF LABORATORY MDLS (UG/KG)

Analyte	Location (Feet bg) / Concentration						MDEGLE DWPC	MDEGLE DCC	MDEGLE GSIPC	MDEGLE SVIAC
	SS-11 (1-2)	SS-12 (1-2)	SS-13 (1-2)	SS-14 (1-2)	SS-15 (1-2)	SS-16 (1-2)				
Arsenic	6,520	4,130	13,500	1,380	2,160	7,010	4,600 (SDBL = 5,800)	7,600 (Non- Residential = 37,000)	4,600	NLV
Iron	9,270,000	9,780,000	43,900,000	NT	3,740,000	14,100,000	6,000 (SDBL = 12,000,000)	160,000,000	ID	NLV
Barium	NT	NT	NT	21,800	NT	NT	1,300,000	37,000,000	ID	NLV
Chromium	NT	NT	NT	25,300	NT	NT	30,000	2,500,000	3,300 (SDBL= 18,000)	NLV
Copper	NT	NT	NT	32,700	NT	NT	5,800,000	20,000,000	ID	NLV
Lead	7,900	14,800	4,250	18,200	54,700	14,800	700,000	400,000	ID	NLV
Zinc	NT	NT	NT	160,000	NT	NT	2,400,000	170,000,000	ID	NLV
Benzo(a)anthracene	NT	NT	NT	1,000	NT	NT	NLL	20,000	NLL	NLV
Benzo(a)pyrene	NT	NT	NT	1,400	NT	NT	NLL	2,000	NLL	NLV
Benzo(b)fluoranthene	NT	NT	NT	2,900	NT	NT	NLL	20,000	NLL	ID
Benzo(k)fluoranthene	NT	NT	NT	3,200	NT	NT	NLL	200,000	NLL	NLV
Benzo(ghi)perylene	NT	NT	NT	1,100	NT	NT	NLL	2,500,000	NLL	NLV
Chrysene	NT	NT	NT	1,600	NT	NT	NLL	2,000,000	NLL	ID
Fluoranthene	NT	NT	NT	3,200	NT	NT	730,000	46,000,000	5,500	46,000,000
Indeno(1,2,3-cd)pyrene	NT	NT	NT	900	NT	NT	NLL	20,000	NLL	NLV
Phenanthrene	NT	NT	NT	1,200	NT	NT	56,000	1,600,000	2,100	28,000,000
Pyrene	NT	NT	NT	2,800	NT	NT	480,000	29,000,000	ID	1.0E+09

Notes:

1. NLV = Not likely to volatilize, 2. ID = Insufficient Data to Calculate Criterion, 3. ND = Analyte not detected in excess of MDLs

Stolz Environmental Solutions, LLC

6806 Hickory Point Drive W
Portage, MI 49024

Phone: 269-321-5020
Fax: 866-856-8921

Groundwater

Based on SES's review of the analytical laboratory results for the collected groundwater samples, iron and lead were detected in the groundwater at concentrations in excess of the MDEGLE GRCC. Although not detected at concentration in excess of the MDEGLE GRCC, arsenic and selenium were detected in groundwater at the Property at concentrations in excess of the laboratory MDLs. No other groundwater analytes were detected at concentrations in excess of the laboratory MDLs. The following table depicts analytes detected in the groundwater at the Property at concentrations in excess of the laboratory MDLs.

TABLE 4
GROUNDWATER ANALYTES DETECTED IN EXCESS OF LABORATORY MDLS (UG/L)

Analyte	Location (Feet bg) / Concentration			MDEGLE DWC	MDEGLE GSIC	MDEGLE GWVIAC
	MW-1 (2)	MW-2 (1)	M-3 (1.5)			
Arsenic	6	ND	ND	10	10	NLV
Iron	12,400	5,420	11,000	300	NA	NLV
Lead	25	8	28	4	ID	NLV
Selenium	ND	ND	ND	50	5	NLV

Notes:

- 1) Shaded indicate concentration in excess of applicable criteria.
- 2) NLV= No Listed Value
- 3) ND = Analyte Not Detected
- 4) ID = Insufficient Data to Calculate Criterion

Discussion

Based on information obtained during SES's limited environmental sampling, areas of adverse soil and groundwater impact were identified. Six soil samples and three groundwater samples were collected from the Property and submitted to Merit for analysis. Based on the results of the laboratory analysis performed by Merit, soil at the Property was impacted with arsenic, iron, and chromium at concentrations in excess of the MDEGLE GRCC. Groundwater at the Property was impacted with iron and lead at concentrations in excess of the MDEGLE GRCC. No other analytes were detected at concentrations in excess of the most stringent MDEGLE GRCC in the soil or groundwater samples collected from the Property. Based on the findings of SES's limited environmental sampling, the Property is a "Facility" as defined by Part 201.

General Comments

This summary letter report is an instrument of service of SES. SES intends this report to be used solely and exclusively by you and your assigns. The report's contents may not be relied upon by any other party without the express written permission of SES. The findings of the limited sampling are based on conditions that existed on the date of SES's Property visit and should not be relied upon to represent conditions at any other time. The Scope of Services executed for this project does not comprise an audit

for regulatory compliance nor does it comprise a detailed condition survey for the presence of asbestos, lead paint, PCBs, radon, or other naturally occurring materials.

SES has based the conclusions included in this report on its observations of existing Property conditions. Be aware that conditions may change at any sampled or unsampled location as a function of time in response to natural conditions, chemical reactions, and/or other events.

Conclusions about Property conditions under no circumstances comprise a warranty that conditions in all areas of the Property are of the same quality as those areas that SES has inferred from observable Property conditions and readily available Property history. This report was prepared by an Environmental Professional as defined by 40 CFR Part 312. We declare that, the best of our knowledge, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR Part 312. We have specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject Property.

SES's findings and conclusions must be considered probabilities based on professional judgment applied to the limited data SES was able to gather during the course of the assessment. In performing this assessment, SES has endeavored to observe that degree of care and skill generally exercised by other consultants undertaking similar studies at the same time, under similar circumstances and conditions, and in the same geographical area.

The Scope of Services SES implemented was based, in part, on rules and regulations that SES understood to be current or expected at the time SES developed its proposal. Changes in regulations, interpretations, and/or enforcement policies may occur at any time and such changes could affect the extent of assessment required. Any additional information about this Property that becomes available should be provided to SES for its review, so SES can modify its recommendations as necessary.

Thank you for the opportunity to provide these services. If you have any questions regarding this report, please contact us.

Very truly yours,
Stolz Environmental Solutions, LLC

A handwritten signature in black ink, appearing to read 'T. Stolz', enclosed within a large, loopy oval shape.

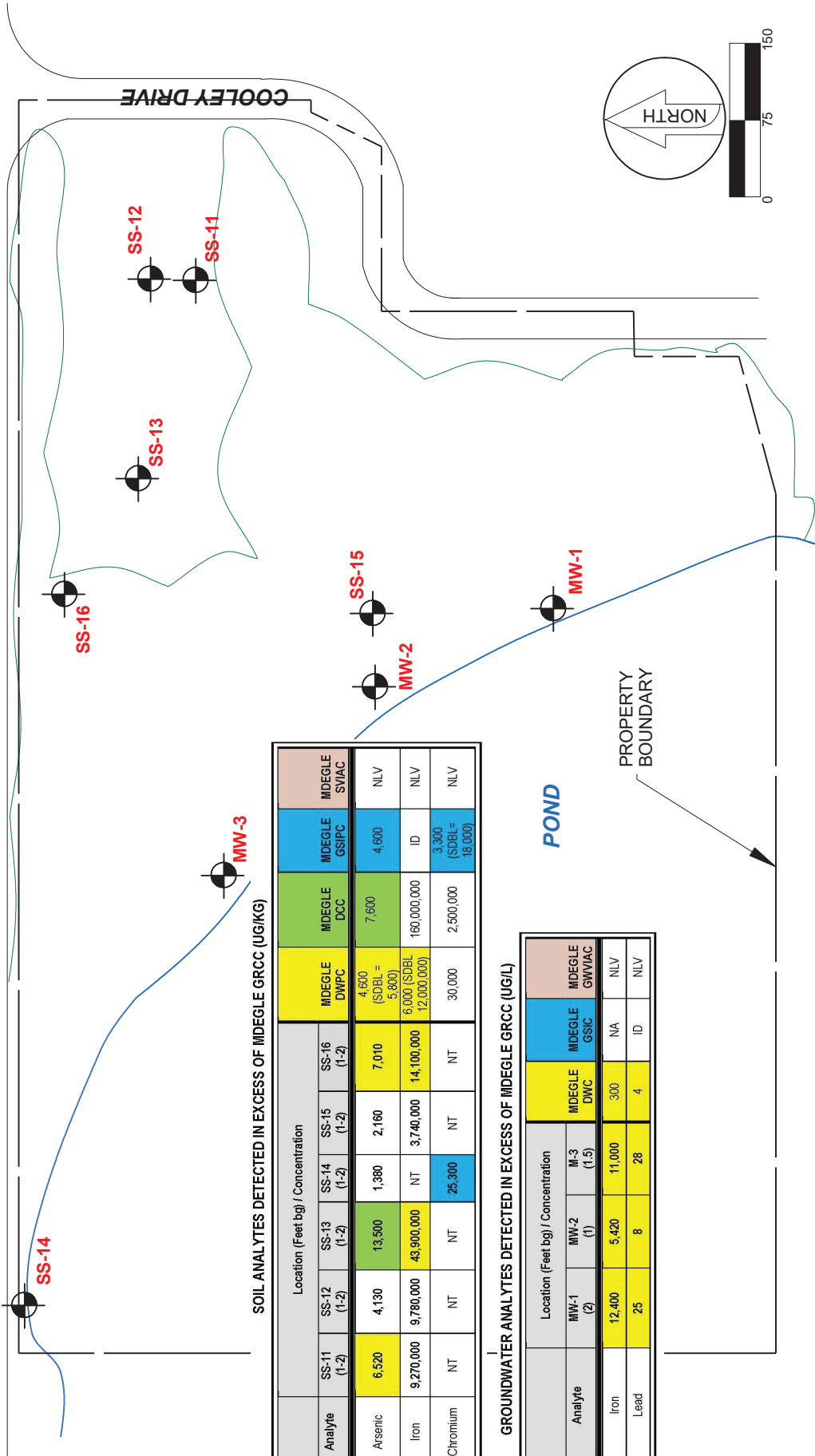
Thomas N. Stolz, CPG

Attachments: Sample Location Diagram
Laboratory Report

Attachment D

Soil Sampling Map

WEST CENTRE AVENUE



SOIL ANALYTES DETECTED IN EXCESS OF MDEGLE GRCC (UG/KG)

Analyte	Location (Feet bg) / Concentration							MDEGLE SVIAC
	SS-11 (1-2)	SS-12 (1-2)	SS-13 (1-2)	SS-14 (1-2)	SS-15 (1-2)	SS-16 (1-2)		
Arsenic	6,520	4,130	13,500	1,380	2,160	7,010	4,600 (SDBL = 5,800)	NLV
Iron	9,270,000	9,780,000	43,900,000	NT	3,740,000	14,100,000	6,000 (SDBL = 12,000,000)	NLV
Chromium	NT	NT	NT	25,300	NT	NT	30,000	NLV

GROUNDWATER ANALYTES DETECTED IN EXCESS OF MDEGLE GRCC (UG/L)

Analyte	Location (Feet bg) / Concentration					MDEGLE GWIAC
	MW-1 (2)	MW-2 (1)	M-3 (1.5)	MDEGLE DWC	MDEGLE GSIC	
Iron	12,400	5,420	11,000	300	NA	NLV
Lead	25	8	28	4	ID	NLV

LEGEND



SS-11 = SAMPLE LOCATION (SES 9/21)



DRAWN TNS

DATE 9/21/21

SCALE 1" = 150' +/-

PROJECT 21-1069

FIGURE 1

SAMPLE LOCATION DIAGRAM (R2)

10-ACRE PARCEL
3413 W CENTRE AVE
PORTAGE, MI

Attachment E

Site Plan

TALL TIMBERS

DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT

THIS TALL TIMBERS DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT, is made and entered into effective as of the 12th day of July, 2022, by and among the City of Portage "Brownfield Redevelopment Authority" a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 7900 South Westnedge Avenue, Portage, Michigan 49024 (the "Authority") and TALL TIMBERS PORTAGE, LLC a Michigan limited liability companies ("Developer").

RECITALS

- A. The Authority, and the City of Portage (the "City"), have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.
- B. The City has established a Brownfield Redevelopment Authority and the Authority, and the City have adopted a Brownfield Plan specifically for this site (the "Plan"), pursuant to the provisions of Act 381.
- C. The Authority and the City have designated certain properties that have conditions of environmental contamination, blight or obsolescence as appropriate sites for creating a Plan.
- D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment" or "Tax Increment Revenue or "TIR") to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and permits the reimbursement to Developer of "Eligible Costs" it has incurred.
- E. Developer is the long-term ground lease lessee at the property in the City located at 3413 West Centre Avenue, Portage, MI 49024 (the "Property") and legally described and depicted on the attached Exhibit A as "Parcel A".
- F. The Property has been included in the Plan and qualified as an "Eligible Property" under the terms of Act 381.
- G. Developer intends to redevelop and improve the Property by constructing a four-story building(s) consisting of approximately 233,000 square feet on the Property containing approximately 180 total units consisting of 162 market-rate residential units and approximately eighteen (18) work force housing residential units together with surface and underground parking spaces ("Project"). The total investment for the Property and Project is estimated at \$42,000,000.00.
- H. The Project will require Developer to incur "Eligible Costs" including demolition, site preparation, infrastructure improvements or environmental activities to satisfy Due Care obligations under the Developer's Brownfield Plan and "381 Work Plan" dated June 28, 2022, all of which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Eligible Costs are estimated at \$11,182,806.00. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended and to set forth the Authority's commitments to the Project and to establish the use of the Authority's Tax Increment Revenues to reimburse Developer for Developer's Act 381 Eligible Costs.
- I. The Authority may retain funds to pay Administrative Costs 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.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, 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. The Plan. The Plan, approved by the Authority and the Portage City Council, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. CONTINGENCIES: The obligation of Developer to develop the Project on the Property is contingent upon Developer's ability to secure the following:

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

3.2 Approval by Michigan Economic Development Corporation ("MEDC") of the Act 381 Work Plan and other financial incentives needed by Developer for the Project and The Plan approved by the Authority and City Council.

4. Term of Agreement. Pursuant to the Plan, the Authority shall capture and reimburse Developer that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property and based upon Developer's actual Eligible Costs. Capture of TIR and reimbursement of Developer's Eligible Costs is anticipated to begin in 2024, but the Project commencement and Completion Date could be delayed for up to 5 years after the approval of the Plan as permitted by Act 381, and will continue until the earlier of (hereinafter, the "End Date"):

4.1 Both the full reimbursement to the Authority of its Administrative Costs, and reimbursement to the Developer of Developer's actual Eligible Costs for those Eligible Activities set forth in Paragraph 6, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount") such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or

4.2 30 years from the beginning date of the capture of Tax Increment Revenues, with the final five years designated for the Local Fund only.

The period of reimbursement to Developer under this Paragraph 4 shall be referred to as the "Reimbursement Term".

5. Evidence of Property Control. Prior to the execution of this Agreement, Developer has provided to the Authority a copy of its long-term ground lease agreement with its affiliate owner of the Property, Lakewood Management Company.

6. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible

Costs incurred and included in the Plan and may include environmental due diligence and Due Care Activities, site preparation, and infrastructure improvements which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals.

7. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer for its Eligible Costs from all available Tax Increment Revenues collected from the real and personal property taxes on the Property.

8. Reimbursement Process.

8.1 Cost Reimbursement Request. The Developer will submit to the Authority the Eligible Costs incurred including the dates of each Eligible Activity, a detailed description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, and other back up documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs"; and upon completion of the Project, a final certificate of occupancy to document project completion (the "Completion Date"). After Developer has completed the Project and in no event more than 18 months following the Completion Date the Developer will submit to the BRA the above documentation of the Eligible Costs incurred by Developer for the Project. Failure to provide the above noted information when due, or within the time permitted by the Authority may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

8.2 Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall make the determination of whether the submittals of incurred costs are Eligible Costs. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within thirty (30) days of the determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the City or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

8.3 Reimbursement. After collection of each of the summer and winter taxes on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. Under Act 381, the Authority shall collect one hundred percent (100%) of Tax Increment Revenues from the Project for purposes of reimbursing Developer for its Eligible Costs until Developer is fully reimbursed and the Authority has been reimbursed its Administrative Costs. Simple interest at the rate of three percent (3%) per annum ("**Interest**") shall accrue on all approved Eligible Costs as described in the Plan, in each case calculated from the date that the Authority approves the Developer's request for reimbursement for the pertinent Eligible Costs until such Eligible Costs are reimbursed in full. Interest will be calculated at the end of each calendar year based on the total unreimbursed Eligible Costs outstanding at the time (other than accrued Interest). Principal amounts of the Eligible Costs shall be reimbursed to the Developer prior to Interest accruing thereon. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's Administrative Costs and Developer's Eligible Costs, as such Administrative Costs and Eligible Costs are described in this Agreement and

in the Plan, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Administrative Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Developer shall not be entitled to reimbursement under this Agreement unless all real and personal property taxes have been timely and completely paid, including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

8.4 Method of Reimbursement. The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to and delivered by certified mail (or through electronic transfer if available through Developer) to:

Lakewood Management
c/o Ryan Minier, CFO
4200 W. Centre Ave
Portage, MI 49024

9. Adjustments. The parties acknowledge that adjustments regarding the amount of Tax Increment Revenue paid to the Developer may occur under any of the following circumstances:

9.1 Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all of the City and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the City's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

9.2 Property Tax Appeal: In the event the Developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels of property included in the Brownfield Plan, the Authority shall do the following:

- a. Any Tax Increment Revenue that is collected shall be held in a separate account of the Authority until the pending appeal is adjudicated;
- b. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or will resume payments to Developer based upon the conclusion of such tax appeal pursuant to Section 8 of this Agreement.

9.3 Reduction of Property Assessments: If Developer successfully petitions the Michigan Tax Tribunal (Tribunal) to lower the assessments levied by the City against the Property for tax purposes, the provisions under Paragraph 8.3 may require a redetermination regarding the amount of TIR that would be captured

over the remaining Reimbursement Term of this Agreement as a result of such lower assessments. If such amount is less than the actual amount of TIR that Authority has already paid to the Developer, Developer shall reimburse Authority the difference between the total amounts of adjusted TIR captured over the balance of the Reimbursement Term of this Agreement and the amount actually paid to Developer. Otherwise, any refund due Developer as a result of the lower assessments is limited only to the amount such refund exceeds the amount of TIR paid to Developer for those years covered by the Tribunal's order.

10. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following (collectively the "Undertakings"):

10.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and construct the Project. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, war, acts of God, the covid-19 pandemic or a future similar pandemic, failure to obtain governmental approvals, etc.) ("Force Majeure"), Developer shall commence construction of the Project within a commercially reasonable time after the date that Developer secures all necessary approvals, authorizations, permits and entitlements for the Project and otherwise satisfies all requirements of Developer's lenders or other financing parties for the Project, but in no case later than 8/9/2024 (collectively, the "Approvals", and such date on which Developer is required to commence construction being the "Commencement Date"), and shall use commercially reasonable efforts to substantially complete the Project - defined as date when Developer receives a temporary or final occupancy permit from the City - within thirty-six (36) months of the Commencement Date. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 8 hereof with respect to payments from Tax Increment Revenues.

10.2 Work Force Housing Developer commits to an allocation of eighteen (18) Workforce Housing Units within the residential component of the Project (the "**Workforce Housing Set-Aside**"), upon the following terms and conditions:

i. For purposes of this Agreement, the term "**Workforce Housing Units**" or "**WFH Units**" shall mean units offered at the rental rates specified in Paragraph 10.2 (ii) below. The Workforce Housing Units shall be "floating" units in that such Units may be relocated within the Project from time-to-time during the Reimbursement Term (as defined below) provided that Developer maintains the minimum number of Workforce Housing Units required to satisfy the Workforce Housing Set-Aside during the Reimbursement Term.

ii. Subject to the terms herein, monthly rent for a Workforce Housing Unit shall not exceed the "Rent by Bedroom" rates as published in the Michigan State Housing Development Authority Income and Rent Limits report for Kalamazoo County in effect at the time the lease for the Workforce Housing Unit is executed (the "**MSHDA Rent Report**"), in accordance with the following proportions:

1. Monthly rent for six (6) of the WFH Units shall not exceed Rent by Bedroom at 80% per Exhibit C. Two (2) of these units will be a 2-bedroom unit.

2. Monthly rent for six (6) of the WFH Units shall not exceed Rent by Bedroom at 100% per Exhibit C. Two (2) of these units will be a 2-bedroom unit.

3. Monthly rent for six (6) of the WFH Units shall not exceed Rent by Bedroom at 120% per Exhibit C. Two (2) of these units will be a 2-bedroom unit.

“Monthly rent” shall include gas, water, heat and electric. “Monthly rent” shall exclude parking, security deposits, internet service, application fees, storage, pet fees and similar fees and deposits.

iii. Monthly rent charged for the WFH Units will increase or decrease from time to time during the Reimbursement Term in accordance with increases or decreases in the “Rent by Bedroom” rates published in the MSHDA Rent Report; provided, however: (A) such increases or decreases in Monthly rent shall only affect new leases for WFH Units executed after the changed “Rent by Bedroom” rates are published in the MSHDA Rent Report; and (B) in no event shall the Monthly rent charged for the WFH Units decrease below the “Rent by Bedroom” rates published in the MSHDA Rent Report as of April 1, 2022, which is attached as Exhibit C.

iv. If the MSHDA Rent Report is no longer published during the Reimbursement Term, Monthly rent for new leases of WFH Units shall be based on 30% of Gross Annual Area Median Income for the Portage-Portage MSA as published by the U.S. Department of Housing and Urban Development (“HUD”), divided by 12, and adjusted to “Rent by Bedroom” rates in the same proportions as set forth in the last published MSHDA Rent Report.

v. The WFH Unit types (studio, 1 Bedroom, 2 Bedroom, etc.) sizes, quantities, and location will be determined by Developer in its sole discretion.

vi. The Workforce Housing Set-Aside component of the Project as described in this Paragraph 10.2 shall expire automatically upon the expiration of the Reimbursement Term.

vii. Subject to subsection (ix) below, Developer is entitled to retain and exercise full and exclusive authority for the management of its operations, and shall remain the sole judge in selecting tenants for the Workforce Housing Units, utilizing the same tenant selection and screening criteria as used by Developer for the non-WFH Units.

viii. Upon request by the Authority, but not more than once annually, Developer shall provide a written certification annually to the BRA (which will be due to the Authority on March 1 of the following calendar year), certifying as to Developer’s compliance with the Workforce Housing Set-Aside.

ix. If the Authority believes that Developer has not met its obligations pursuant to this Paragraph 10.2, the Authority shall provide a written document to Developer describing in reasonable detail, the specific obligation not being satisfied, including an analysis of such non-performance (a “**Written Notice**”). Within 10 days after receipt of the Written Notice, Developer shall respond in writing, either a) agreeing to the Authority’s findings and including a written plan for achieving compliance with this Paragraph 10.2 that is acceptable to the Authority, or b) disagreeing with the Authority’s findings and the reasons therefor. If Developer disagrees with the Authority’s position, Developer and the Authority shall meet (one or more times) within 30 days following the date of the Written Notice to attempt to resolve the WFH issues raised in the Authority’s Written Notice. Should those meetings fail to reach a resolution satisfactory to the parties the Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the City or the Authority as a result of any determinations made in good faith regarding whether or not the Developer is complying with the obligations of Paragraph 10.2 and hereby grants the City and the Authority

and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

Authority agrees and acknowledges if Developer terminates this Agreement for a failure of any of the contingencies set forth in Paragraph 3 hereof, or does not otherwise proceed with the development for any other reason, the foregoing Undertakings in Section 10.2 shall be void and of no force or effect.

10.3 Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The improvements to the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

10.5 Project Sign. Place on the Property during the Project a development sign provided by the Authority to promote the Project and the Authority's participation in it.

10.6 Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

10.7 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

10.8 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees under paragraph 4.1 or 8.3 hereof are not paid to the Authority from Tax Increment Revenues it receives under paragraph 4.1 or 8.3 hereof, the Developer shall reimburse the Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the Plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expense. Developer shall reimburse the Authority for such expenses within 30 days from the date that the Authority sends an invoice and request for payment to Developer, provided Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from Tax Increment Revenues.

11. Responsibilities of the Authority. In consideration of the preceding commitments of Developer the Authority further agrees to:

11.1 Cooperation. Cooperate and utilize its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

11.2 Reimbursement of Eligible Costs. Authority shall extend to Developer the benefits outlined in the Plan, subject to the provisions of Act 381 (Brownfield Redevelopment Financing Act of 1996 as amended). Those benefits include reimbursement for Eligible Activities, plus the Interest thereon, from Authority Tax Increment Revenues as more fully set forth in Paragraph 7. These Eligible Cost activities may include, without limitation, demolition, site preparation (soil removal, grading, filling, etc.), parking facility and other infrastructure improvements, environmental assessment, due care obligations, or environmental response activities; and the services of various contractors, engineers, environmental consultants, attorneys and other professionals retained regarding such activities, in each case to the extent included in the Plan. Developer has undertaken discussion with the City regarding Eligible Activities that will be incurred by Developer and the

Plan reflects those discussions. The Plan, as approved by the Authority and the City Council of the City of Portage as it relates only to the Property is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement violate or would cause any party to be in violation of Act 381, Act 381 controls.

11.3 No official, board member, officer or employee of Authority or the City is personally liable to Developer or its successor in interest upon a breach or default by Authority for any amount payable to Developer or its successor or any obligation under this Agreement.

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

12. Developer's Representations, Warranties and Covenants. The Developer hereby makes the following representations, warranties and covenants:

12.1 Eligible Property. The Property is "eligible property" as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.

12.2 Eligible Costs. The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that it has reasonably determined are reimbursable in connection with "Eligible Activities" within the meaning of Act 381.

12.3 Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

13. Events of Default. Each of the following shall constitute an event of default:

13.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

13.2 Developer's failure for reasons other than Force Majeure to observe or perform any covenant or agreement contained in this Agreement, or otherwise violates any term of this Agreement, and fails to perform such covenant or agreement or otherwise cure such violation within 45 days after written notice thereof shall have been given to the Developer by the Authority (subject to Developer's right to cure as provided in Section 14).

13.3 The Developer abandons or withdraws from the reuse and redevelopment of the Property or indicates its intention to do so.

13.4 The Developer fails to pay any funds within 60 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth herein.

13.5 Except as provided in Section 22 of this Agreement, any assignment of this Agreement or the rights or obligations hereunder by Developer, or transfer or other conveyance of the Property, or transfer or other conveyance of more than fifty (50%) percent of the beneficial ownership interests or voting control of the Developer, in each case whether directly or indirectly, or if the Developer terminates its existence.

13.6 Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; or the Developer denies that it is bound by this Agreement.

14. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days (or such additional time as specified in Section 13) after written notice of default from the Authority specifying the alleged default (or such additional time as may be reasonably necessary to cure the default at issue provided that Developer has commenced such cure within the initial cure period described above and is proceeding in good faith to cure but not more than three (3) months), the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

- (a) withhold or suspend reimbursement to Developer for Eligible Costs from TIR until Developer has cured that default to the satisfaction of Authority. Any action by the Authority shall not under any circumstances extend the Reimbursement Term unless specifically approved by Authority. In the event Authority suspends or withholds reimbursement, and such default by Developer related to such suspension or withholding of reimbursement is not cured within 12 months from the end of any applicable cure periods specified under this paragraph 14 or 13, the Authority may terminate this Agreement upon written notice to Developer.
- (b) Receive reimbursement from the Developer for all costs which the Authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and
- (c) To secure any amount owed by Developer to Authority under this Paragraph, Authority has the right to place a lien against the Property in the same manner as delinquent taxes, including the accrual of interest, penalties and administrative expenses until the lien is fully satisfied.
- (d) All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement, or if Developer otherwise defaults prior to substantial completion of the Project, Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise.

Following a default by Developer, or following expiration or termination of this Agreement for any reason, Developer shall then be responsible for all subsequent Project costs, including Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

15. Authority Default and Developer Remedies. If the Authority in any material respect fails to perform or provide the Incentives, and such undisputed failure continues for a period of thirty (30) days after written notice from Developer to the Authority specifying the alleged default (or such additional time as may be reasonably necessary to cure the default at issue provided that the Authority has commenced such cure within the initial thirty (30) days and are proceeding in good faith to cure but not more than three (3) months, the Developer shall have the option to exercise one or any combination of remedies under this Agreement or otherwise available at law or in equity, including without limitation:

- a. To withhold or suspend the performance of all or any of the Undertakings.
- b. To seek specific performance of the Authority under this Agreement.

c. To seek any other available remedies under the law.

16. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in the Act. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

17. Freedom of Information Act. Developer stipulates that all petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or petitions and supporting documentation.

18. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under the Act and the City's applicable Brownfield Redevelopment Policy (as amended from time to time) by mutual agreement of the parties.

19. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, shall be deemed given when delivered, and shall be sent by personal delivery, overnight courier, or registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: TALL TIMBERS PORTAGE, LLC
Attn: Property Manager
4200 W. Centre Ave.
Portage, Michigan 49024,

With copy to: The Hinman Company
attn.: Property Manager
750 Trade Centre Way, Suite 100
Portage, MI 49002;

AND

LAKEWOOD MANAGEMENT COMPANY
Attn: Greg Dobson
4200 W. Centre Avenue,
Portage, Michigan 49024

If to the Authority: City of Portage Brownfield Redevelopment Authority
C/O Department of Community Development
7900 S. Westnedge Avenue
Portage, Michigan 49002

20. Indemnification. Developer shall defend, indemnify and hold harmless the Authority and the City, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid

to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement, and (ii) the Project.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

22. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The Authority shall not unreasonably withhold its consent to such assignment so long as the assignee assumes all of Developer's obligations and liabilities under this Agreement. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

23. Waiver. No failure of either party to complain of any act or omission on the part of the other party, no matter how long this same may continue, is considered as a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

24. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

25. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

26. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

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

28. Definitions. The following capitalized terms are used in this Agreement with the following meanings:

"**Administrative Costs**" means the Authority's out-of-pocket costs associated with the Project (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Project (including allocation of the fixed costs of the Authority staff.)

"**Brownfield Plan**" is defined by Section 2(e) of Act 381;

"**Due Care Activities**" is defined by Section 2(m) of Act 381;

"**Eligible Activities**" is defined by Section 2(o) of Act 381;

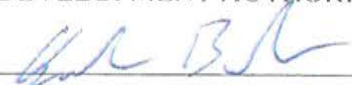
"**Eligible Property or Properties**" is defined by Section 2(p) Act 381;

"**Tax Increment Revenues**" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

[Signature Page Follows]

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

CITY OF PORTAGE BROWNFIELD
REDEVELOPMENT AUTHORITY

By: 

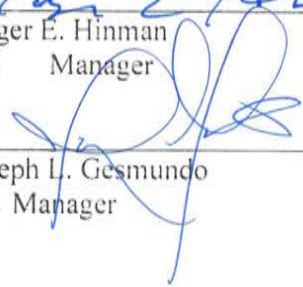
Print Name: Jacob Barker

Title: Chairman
BRA Chairperson

Date: July 11, 2022

TALL TIMBERS, LLC

By: 
Roger E. Hinman
Its: Manager

By: 
Joseph L. Gesmundo
Its: Manager

EXHIBITS:

A (Legal Description of Property)

B (Copy of the Plan)

C (MSHDA Rent Report)

Exhibit A – Legal Description

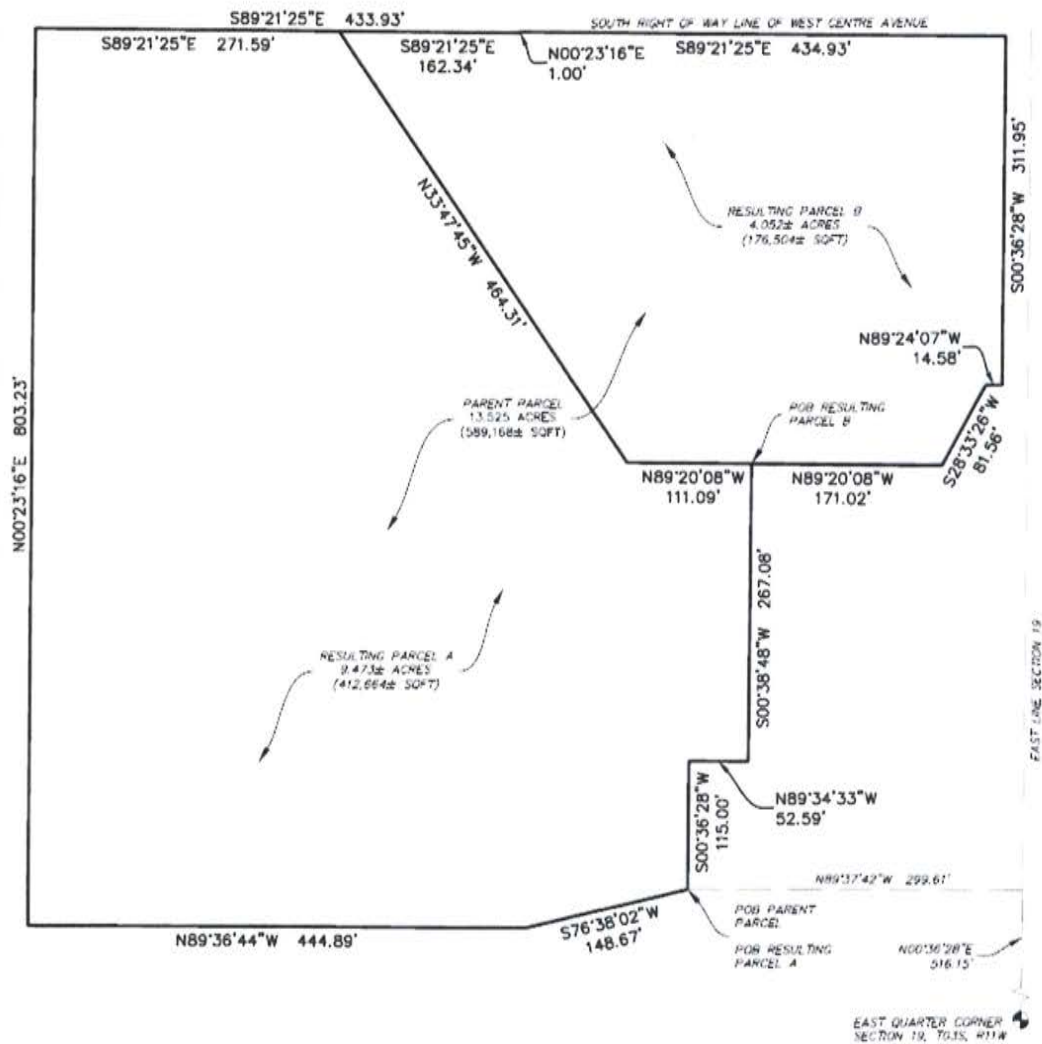
PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 36 MINUTES 28 SECONDS EAST 516.15 FEET (SAID EAST LINE OF SECTION 19 BEING PREVIOUSLY DEEDED AND RECORDED AS NORTH 00 DEGREES 29 MINUTES 46 SECONDS WEST); THENCE NORTH 89 DEGREES 37 MINUTES 42 SECONDS WEST 299.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76 DEGREES 38 MINUTES 02 SECONDS WEST 148.67 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 44 SECONDS WEST 444.89 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 16 SECONDS EAST 803.23 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 25 SECONDS EAST 271.59 FEET; THENCE SOUTH 33 DEGREES 47 MINUTES 45 SECONDS EAST 464.31 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 08 SECONDS EAST 111.09 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 48 SECONDS WEST 267.08 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 33 SECONDS WEST 52.59 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 28 SECONDS WEST 115.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 9.473± ACRES (412,664± SQFT). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

[Exhibit A continued of following Page]

TENTATIVE PARCEL MAP

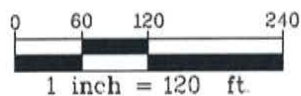
SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST,
CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN



LEGEND

- SET MONUMENT
- FOUND MONUMENT
- SET CAPPED REBAR
- FOUND IRON
- ⊗ SET CHISELED "X"
- ⊗ FOUND CHISELED "X"
- △ CONTROL POINT
- C= CALCULATED
- M= MEASURED
- R= RECORDED

NOTE: THIS IS NOT A BOUNDARY SURVEY



Drawn To:
1
1 OF 2

Title:
**TENTATIVE PARCEL MAP
TALL TIMBERS
AVB**

File No: 19-0180
Date: 04/26/22
Scale: AS NOTED
F M TAX
E M ROR
04/26/22



Hurley & Stewart, Inc.
2000 S. 11th Street
Kalamazoo, Michigan 49006
269.552.4990 fax 269.552.4961
www.hurleyandstewart.com

**EXISTING (PARENT) PARCEL
PER "SURVEY SKETCH" PROVIDED BY LANDTECH 4/02/19**

PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 19; THENCE NORTH 00°36'28" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 516.15 FEET (SAID EAST LINE OF SAID SECTION BEING PREVIOUSLY DEEDED AND RECORDED AS NORTH 00°29'46" WEST); THENCE NORTH 89°37'42" WEST A DISTANCE OF 299.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76°38'02" WEST A DISTANCE OF 148.67 FEET; THENCE NORTH 89°36'44" WEST A DISTANCE OF 444.89 FEET; THENCE NORTH 00°23'16" EAST A DISTANCE OF 804.24 FEET; THENCE SOUTH 89°21'25" EAST A DISTANCE OF 433.93 FEET; THENCE NORTH 00°23'16" EAST A DISTANCE OF 1.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CENTRE AVENUE; THENCE SOUTH 89°21'25" EAST A DISTANCE OF 434.93 FEET; THENCE SOUTH 00°36'28" WEST A DISTANCE OF 311.95 FEET; THENCE NORTH 89°24'07" WEST A DISTANCE OF 14.58 FEET; THENCE SOUTH 28°33'26" WEST A DISTANCE OF 81.56 FEET; THENCE NORTH 89°20'08" WEST A DISTANCE OF 171.02 FEET; THENCE SOUTH 00°38'48" WEST A DISTANCE OF 267.08 FEET; THENCE NORTH 89°34'33" WEST A DISTANCE OF 52.59 FEET; THENCE SOUTH 00°36'28" WEST A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING. CONTAINING 589,168 SQUARE FEET OR 13.525 ACRES.

RESULTING PARCEL DESCRIPTIONS

RESULTING PARCEL 'A'

PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 36 MINUTES 28 SECONDS EAST 516.15 FEET (SAID EAST LINE OF SECTION 19 BEING PREVIOUSLY DEEDED AND RECORDED AS NORTH 00 DEGREES 29 MINUTES 46 SECONDS WEST); THENCE NORTH 89 DEGREES 37 MINUTES 42 SECONDS WEST 299.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76 DEGREES 38 MINUTES 02 SECONDS WEST 148.67 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 44 SECONDS WEST 444.89 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 16 SECONDS EAST 803.23 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 25 SECONDS EAST 271.59 FEET; THENCE SOUTH 33 DEGREES 47 MINUTES 45 SECONDS EAST 464.31 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 08 SECONDS EAST 111.09 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 48 SECONDS WEST 267.08 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 33 SECONDS WEST 52.59 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 28 SECONDS WEST 115.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 9.473± ACRES (412,664± SQFT). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

RESULTING PARCEL 'B'

PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 19, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 36 MINUTES 28 SECONDS EAST 516.15 FEET (SAID EAST LINE OF SECTION 19 BEING PREVIOUSLY DEEDED AND RECORDED AS NORTH 00 DEGREES 29 MINUTES 46 SECONDS WEST); THENCE NORTH 89 DEGREES 37 MINUTES 42 SECONDS WEST 299.61 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 28 SECONDS EAST 115.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 33 SECONDS EAST 52.59 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 48 SECONDS EAST 267.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 20 MINUTES 08 SECONDS WEST 111.09 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 45 SECONDS WEST 464.31 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 25 SECONDS EAST 162.34 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 16 SECONDS EAST 1.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST CENTRE AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89 DEGREES 21 MINUTES 25 SECONDS EAST 434.93 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 28 SECONDS WEST 311.95 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 07 SECONDS WEST 14.58 FEET; THENCE SOUTH 28 DEGREES 33 MINUTES 26 SECONDS WEST 81.56 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 08 SECONDS WEST 171.02 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 4.052± ACRES (176,504± SQFT). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

Exhibit B – Copy of Brownfield Plan

Exhibit C (MSHDA Rent Report)
04/18/2022 INCOME AND RENT LIMITS

County: 39 Kalamazoo		Effective Date: 4/18/2022							
Income	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	
20%	12,140	13,860	15,600	17,320	18,720	20,100	21,480	22,880	
25%	15,175	17,325	19,500	21,650	23,400	25,125	26,850	28,600	
30%	18,210	20,790	23,400	25,980	28,080	30,150	32,220	34,320	
35%	21,245	24,255	27,300	30,310	32,760	35,175	37,590	40,040	
40%	24,280	27,720	31,200	34,640	37,440	40,200	42,960	45,760	
45%	27,315	31,185	35,100	38,970	42,120	45,225	48,330	51,480	
50%	30,350	34,650	39,000	43,300	46,800	50,250	53,700	57,200	
55%	33,385	38,115	42,900	47,630	51,480	55,275	59,070	62,920	
60%	36,420	41,580	46,800	51,960	56,160	60,300	64,440	68,640	
70%	42,490	48,510	54,600	60,620	65,520	70,350	75,180	80,080	
80%	48,560	55,440	62,400	69,280	74,880	80,400	85,920	91,520	
100%	60,700	69,300	78,000	86,600	93,600	100,500	107,400	114,400	
120%	72,840	83,160	93,600	103,920	112,320	120,600	128,880	137,280	
125%	75,875	86,625	97,500	108,250	117,000	125,625	134,250	143,000	
140%	84,980	97,020	109,200	121,240	131,040	140,700	150,360	160,160	
150%	91,050	103,950	117,000	129,900	140,400	150,750	161,100	171,600	
Rent By Person	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	
20%	303	346	390	433	468	502	537	572	
25%	379	433	487	541	585	628	671	715	
30%	455	519	585	649	702	753	805	858	
35%	531	606	682	757	819	879	939	1,001	
40%	607	693	780	866	936	1,005	1,074	1,144	
45%	682	779	877	974	1,053	1,130	1,208	1,287	
50%	758	866	975	1,082	1,170	1,256	1,342	1,430	
55%	834	952	1,072	1,190	1,287	1,381	1,476	1,573	
60%	910	1,039	1,170	1,299	1,404	1,507	1,611	1,716	
80%	1,214	1,386	1,560	1,732	1,872	2,010	2,148	2,288	
100%	1,517	1,732	1,950	2,165	2,340	2,512	2,685	2,860	
120%	1,821	2,079	2,340	2,598	2,808	3,015	3,222	3,432	
125%	1,896	2,165	2,437	2,706	2,925	3,140	3,356	3,575	
140%	2,124	2,425	2,730	3,031	3,276	3,517	3,759	4,004	
150%	2,276	2,598	2,925	3,247	3,510	3,768	4,027	4,290	
Rent By Bedroom	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom			
20%	303	325	390	450	502	554			
25%	379	406	487	563	628	693			
30%	455	487	585	675	753	831			
35%	531	568	682	788	879	970			
40%	607	650	780	901	1,005	1,109			
45%	682	731	877	1,013	1,130	1,247			
50%	758	812	975	1,126	1,256	1,386			
55%	834	893	1,072	1,238	1,381	1,524			
60%	910	975	1,170	1,351	1,507	1,663			
70%	1,062	1,137	1,365	1,576	1,758	1,940			
80%	1,214	1,300	1,560	1,802	2,010	2,218			
100%	1,517	1,625	1,950	2,252	2,512	2,772			
120%	1,821	1,950	2,340	2,703	3,015	3,327			
125%	1,896	2,031	2,437	2,815	3,140	3,465			
140%	2,124	2,275	2,730	3,153	3,517	3,881			
150%	2,276	2,437	2,925	3,378	3,768	4,158			

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY

Monday July 11, 2022

8:00AM Portage

City Hall Conference Room 1

The City of Portage Brownfield Redevelopment Authority meeting of July 11, 2022 was called to order by Chair Barker at 8:04am.

In Attendance

Adam Herringa, Acting City Manager

Elliott Berlin, City Brownfield Attorney

Andrew Falkenberg, Deputy Assessor

Kelly Peterson, Director of Community Development

Biqi Zhao, Deputy Director of Planning and Zoning

Introductions

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

Roll Call

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

Approval of Minutes

Motion by Mr. Herberg to approve the BRA Meeting Minutes of May 4, 2022. The motion was seconded by Mr. Barker. Motion carried 6-0.

New Business

Attorney Berlin provided a brief overview of the IPUSA Portage, LLC (801 E. Milham) Development Agreement, presented to the Authority for approval following the brownfield plan approval at the May 4, 2022 meeting. Mr. Galin inquired if there were any substantial changes to the project. The applicant's representative Joe Agostinelli confirmed there were none. Mr. Galin moved to approve the development agreement. Mr. Herberg seconded the motion. The Authority voted 6-0 to approve.

Mr. Greg Dobson, representing Tall Timbers Portage LLC (applicant) commenced a presentation on the Tall Timbers brownfield plan submitted to the Authority for review. He provided a brief project history of the collaboration between AVB and Hinman Co. to facilitate Tall Timbers at

3413 W. Centre Ave, which will be a residential-only phase of the existing Greenspire development. Mr. Dobson discussed that the residential project intends to address the City Council's goal of expanding housing availability in Portage, meet a broad range of demographic needs, offers a higher density development with walkable amenities that yields better land use, and will feature key elements including 10% workforce housing units, and LEED Certification that also support the City Council's strategic goals. He detailed some of the residential developments key features and infrastructure in relation to the brownfield application.

The Authority posed several questions about the adjacent state forest land, access management, utilities, green roofs on the top of external garages, property maintenance, site dewatering, and site history. Mr. Lewandowski inquired about the source of contamination. Mr. Dobson noted the presence of arsenic, iron, chromium and lead and confirmed the source was unknown but could be related to a previous use (homes along W. Centre Ave) that were located as late as 1999. He advised the developer intended to obtain the limits of contamination and if possible, scoop and remove them from the site. Mr. Barker inquired about the accrued \$2.3 million in interest in relation to reimbursable activities. Mr. Dobson confirmed the accrued interest would be related to eligible expenses. Mr. Lenehan inquired about the completion date, which was confirmed by the applicant to be Summer 2024, with a phased approach to bringing the residential towers on line to make units available as expeditiously as possible. Project representative Rich MacDonald (Hinman Co.) discussed the involvement of the Michigan Economic Development Corporation (MEDC) from which the applicant will also be seeking approval of a state brownfield plan, and advised that this is one of the first residential-only projects in non-core, non-urban areas in this region that MEDC has expressed a willingness to support.

Mr. Barker inquired about the analyses and impacts to the school millage revenue forgone versus the expected capture from the 180 residential units. Mr. Dobson advised the tax capture doesn't begin until after the 1st year. Mr. Galin advised that funding will be returned to the school district, as is standard, on a per pupil basis. Acting City Manager Herringa advised the Authority that the Administration is supporting this project as an exception to the City's current brownfield redevelopment incentive policy (which currently does not allow for residential projects) as it helps meet City goals, that the City is currently developing an updated policy to accommodate a broader set of needs, noting this project sets a high bar for future projects of this nature. He reminded the Authority that they are not only voting for the project, but also supporting an exception to the current policy in the recommendation to Council.

Mr. Galin inquired if it the Authority was within its rights to vote to approve a project outside of the City's current policy. Attorney Berlin confirmed that the current policy is in the process of being amended, but due to the timing of the applicant's state brownfield application timeline and the policy modifications currently underway, the Authority can be asked to make an exception. Mr. Herberg inquired about a potential date for the modified policy. Acting City Manager Herringa advised that it is anticipated a modified policy would be drafted and shared with the City Council this fall. Mr. Herberg wanted to confirm that there were no legal ramifications for violating or making an exception to the stated policy. Attorney Berlin advised that the City's policy is stricter than what the state brownfield law permits. He advised that as long as the

Authority is complying with the law, an exception to the current policy is effectively a temporary amendment to the policy. This is the same result that would occur if City Council moves to approve the project as an exception to the current City policy. Attorney Berlin advised that all brownfield applications are always discretionary to the Authority and Council. Mr. Herberg asked for confirmation that the Michigan state law currently allows brownfield plans for residential projects. Attorney Berlin confirmed that yes, residential projects are currently allowed within the state law.

Mr. Lewandowski made inquiries about the project's LEED certification components and inquired about use of Consumers Energy Rebates. Mr. Dobson described the focus on mechanical and electrical systems, as well as aspects like green roofs and electric charging stations, and confirmed that the applicant will complete the process for LEED Certification and will consider utilizing rebates where applicable. Mr. Lewandowski inquired about future planned phases. Mr. Dobson described a remaining parcel, known as Phase 8 (located on Parcel B in the proposed brownfield application), approved by the Council that is anticipated to have 120 residential units over 30,000 square feet of retail, and parking which may front W. Centre and create additional walkable, mixed-use amenities in a suburban environment. Attorney Berlin provided clarification to the Authority about Parcel A and Parcel B in the submitted brownfield plan, confirming that the current Development Agreement under review by the Authority only applies to Parcel A, which will be the site of Tall Timbers.

Mr. Lewandowski moved to approve the application for Tall Timbers as presented. Acting City Manager reminded the Authority to make a motion with the recommended language in the City's report, detailing that the application is approved as an exception to the current City policy. Mr. Lewandowski made a motion to approve the project using the recommended motion language which was to approve and recommend to City Council the Tall Timbers Portage LLC brownfield application as an exception to the current City of Portage Brownfield Redevelopment Incentive Policy, with a condition to execute a mutually agreed upon development or reimbursement agreement. Mr. Herberg seconded the motion. The Authority voted to approve 6-0.

The meeting was adjourned at 9:18am.

Respectfully submitted,

K. Peterson
Director of Community Development

CITY OF PORTAGE, KALAMAZOO COUNTY

**RESOLUTION APPROVING AN AMENDED REDEVELOPMENT PLAN
BY ADDING BROWNFIELD PLAN NO. 10 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 _____ 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 the property located at 3413 W. Centre Avenue in the City of Portage, Kalamazoo County, Michigan (the "Site"), as shown in Figures 1 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 the 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 30 years.

NOW, THEREFORE BE IT RESLOVED 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)

)

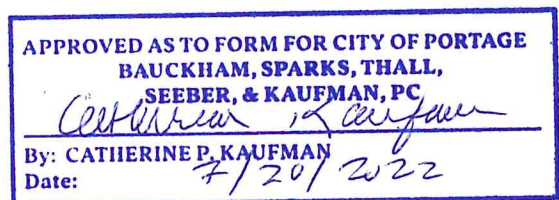
CITY OF PORTAGE)

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 this _____ day of _____ 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 _____ 2022.

Erica Eklov, City Clerk

Patricia M. Randall, Mayor



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: IPUSA Brownfield Redevelopment Plan Amendment, 801 East Milham

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager
Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Receive the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 11, IPUSA, 801 E. Milham Avenue and set a public hearing for August 9, 2022.

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.

IPUSA Portage, LLC ("IPUSA") proposes to construct a new 240,000 square foot industrial building located on a vacant parcel located at 801 E. Milham Ave in the City of Portage. The development is speculative in nature. IPUSA is requesting to utilize tax increment financing for reimbursement of eligible expenses related to this project. As discussed below, IPUSA Portage, LLC's Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act.

II. PROPOSED BROWNFIELD REDEVELOPMENT PLAN

Attached is a copy of the IPUSA Brownfield Plan and Development Agreement. The Council is advised that in the period since the Authority's approval of the documents (on May 4, 2022 and July 11, 2022 respectively), the applicant made additions and corrections, which are reflected in this Council transmittal. The recently modified Brownfield Plan and Development Agreement (attached herein) still have yet to receive formal approval from the Brownfield Redevelopment Authority, which will occur at the meeting scheduled on August 4, 2022, prior to the proposed August 9, 2022 City Council public hearing on this matter.

The subject property consists of a single vacant parcel that is approximately 35.865 acres in size and is located at 801 E. Milham Ave. in the City of Portage. IPUSA proposes to construct a new 240,000 square foot industrial building on the property. The project also involves site preparation and public infrastructure improvements to the subject property. The development is speculative in nature and does not have a lease signed with a tenant for the proposed building as of the drafting of the plan. As such,

IPUSA is unable to anticipate the number of new jobs that will be created. The total capital investment on the project is expected to be approximately \$20 million. Pending approvals, construction on the project is anticipated to begin in the 2nd quarter of 2022 and will be completed by the 1st quarter of 2023.

The site is a contaminated eligible “facility” due to the presence of soil and groundwater contamination. 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

- Baseline Environmental Assessment

Local Tax Capture Only Activities

- Site Demolition
- Site Preparation: Surveying and Staking, Clearing and Grubbing, Strip and Stockpile Topsoil, Cut & Fill, Regrade Topsoil, Sitework Grading, Geotechnical Engineering, Soil Erosion Control, Security fencing, and Temporary Facilities
- Public Infrastructure Improvements: Water main, Urban Stormwater Management System
- 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. IPUSA's Brownfield Plan includes non-environmental eligible costs for demolition, site preparation, and infrastructure improvement, among others.

IPUSA's Brownfield Plan includes capture of school taxes only to cover statutorily approved activities, and therefore IPUSA 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 IPUSA intends to seek reimbursement from school taxes include the Baseline Environmental Assessment.

III. ANALYSIS

As shown in Table 1 in the Brownfield Plan, the total cost of eligible activities, including contingency and interest, are anticipated to be \$2,146,901. Authority administrative costs are anticipated to be \$348,055. Capitalization of the Local Brownfield Revolving Fund is estimated to be \$1,199,080. The estimated cost of all eligible activities under this plan are summarized in Table 1. Capture of tax increment revenue for reimbursement of IPUSA's eligible expenses is proposed for 20 years. The [City of Portage Brownfield Redevelopment Incentive Policy](#) allows capture of tax increment revenue for 15 years, but allows flexibility in section 3.A.3.: *The City Council may increase the financial assistance and level of city participation, by granting a TIF capture period that exceeds 15 years but is not longer than 30 years, consistent with the requirements of Act 381 and objectives stated in this policy.*

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. There may be an increase in revenue for each taxing jurisdiction while the project is under construction. However, once the capture period begins, all taxing jurisdictions will have the

revenue set at the pre-construction amount for the remaining life of the project. First year estimated forgone revenue for the Project for:

- City of Portage – \$36,671
- County – \$27,001
- CCTA/KCTA - \$3,662
- KRESA – \$24,257
- KVCC – \$9,622
- Library – \$6,874
- School Sinking Fund - \$1,719
- School Operating & SET – \$101,911

Total estimated forgone revenue during the capture period (20 years) for the Project:

- City of Portage – \$1,162,380
- County – \$855,868
- CCTA/KCTA - \$116,064
- KRESA – \$768,852
- KVCC – \$304,994
- Library – \$217,891
- School Sinking Fund - \$54,501
- School Operating & SET – \$101,911

IV. CONCLUSION

IPUSA'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"). 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 the 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 unanimously approved and recommended the application be forwarded to City Council through a formal vote on May 4, 2022.

It is recommended that the Council receive the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 11, IPUSA, 801 E.Milham and set a public hearing for August 9, 2022.

FUNDING: Please refer to financial analysis within the report and attachments.

- Attachments:**
1. IPUSA Brownfield Redevelopment Plan dated 07 14 2022
 2. IPUSA Brownfield Plan Development Agreement
 3. Brownfield Redevelopment Authority meeting minutes 05 04 2022
 4. DRAFT Brownfield Redevelopment Authority Meeting Minutes 07 11 2022
 5. City Council Resolution for Brownfield Redevelopment Plan Amendment No. 11, IPUSA

ACT 381 BROWNFIELD PLAN

**IPUSA Portage, LLC
801 E. Milham
Kalamazoo County, City of Portage
City of Portage Brownfield Redevelopment Authority**

7/14/2022

Prepared by:
Joe Agostinelli
Agostinelli Advisors, LLC
1906 Forest Drive
Portage, MI 49002
269.567.0669

Approved by the Brownfield Redevelopment Authority on _____

Approved by the Portage City Council on _____

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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed project consists of the construction of a new 240,000 square foot industrial building located on a single 35.865 acre vacant parcel in the City of Portage, which is a qualified local governmental unit ("QLGU"). The project will involve preparing the site and installing the necessary infrastructure required to bring this class A industrial & warehousing space online in the City. A proposed site plan is included as Attachment E to this brownfield plan. The development is speculative in nature and does not have a lease signed as of the drafting of this plan. Therefore, the anticipated job creation, while anticipated to be significant given the size of the project, is unable to be identified at this time.

The total capital investment on the project is expected to be approximately \$20 million. Construction on the project is planned to begin in the 2nd quarter of 2022 and will be completed by the first Quarter of 2023.

1.2 Eligible Property Information

Basis of Eligibility

Environmental investigations were conducted by SME in 1992 and 2000 while Envirologic conducted a Phase II ESA in January 2012. A soil sampling map is included as Attachment D. The results of the previously completed environmental investigations have identified the presence of selenium and arsenic in soil, as well as the presences of zinc in groundwater at concentrations in excess of the Michigan Department of Environment, Great Lakes and Energy ("EGLE") Residential cleanup criteria on the subject property.

Therefore, the Property meets the definition of a "facility as defined by Part 201 of the Natural Resources and Environmental Protection Act. Verification of Facility status is contained in Attachment C.

Location and Legal Description

801 E. Milham Ave.	Parcel ID: 00003-155-B	35.865 Acres
Portage, MI 49002		

Legal Description:

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, PORTAGE TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89°19'05" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1332.65 FEET TO THE WEST 1/8 LINE OF SAID SECTION; THENCE NORTH 00°39'17" EAST ALONG SAID WEST 1/8 LINE AND THE EAST RIGHT OF WAY OF CONCORD ST. (PUBLIC) A DISTANCE OF 999.37 FEET TO THE POINT

OF BEGINNING; THENCE CONTINUING NORTH 00°39'17" EAST ALONG SAID WEST 1/8 LINE A DISTANCE OF 1254.55 FEET TO THE SOUTH RIGHT OF WAY OF I-94 (PUBLIC); THENCE EASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 588.24 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 6345.45 FEET, A CENTRAL ANGLE OF 05°18'41" AND A CHORD BEARING NORTH 84°14'24" EAST 588.03 FEET; THENCE SOUTH 08°24'57" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 511.31 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 6395.45 FEET, A CENTRAL ANGLE OF 04°34'51" A CHORD BEARING NORTH 79°17'37" EAST 511.18 FEET; THENCE SOUTH 52°21'52" EAST A DISTANCE OF 235.31 FEET TO THE WEST RIGHT OF WAY OF NYC RAILROAD; THENCE SOUTH 00°37'18" WEST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 1124.83 FEET; THENCE NORTH 89°19'05" WEST A DISTANCE OF 734.64 FEET; THENCE SOUTH 78°19'15" WEST A DISTANCE OF 494.25 FEET; THENCE NORTH 89°19'05" WEST A DISTANCE OF 64.54 FEET TO THE POINT OF BEGINNING. CONTAINING 1,562,299 SQUARE FEET OR 35.865 ACRES.

2.0 Information Required by Section 13(2) of the Statute

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

Tax increment revenues will be used to reimburse IPUSA Portage, LLC ("Developer:") for the cost of eligible activities as authorized by the Brownfield Redevelopment Financing Act (Act 381). Only statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities including contingency are anticipated to be \$2,146,901. Authority administrative costs are anticipated to be \$348,055. Capitalization of the Local Brownfield Revolving Fund is estimated to be \$1,199,080. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Environmental Activities

Department specific activities considered under this plan include a Phase I & Phase II Environmental Site Assessment ("ESA"), a Baseline Environmental Assessment ("BEA") and a Due Care Plan.

Non-Environmental Activities

Because the City of Portage is a QLGU, additional non-environmental costs ("Michigan Strategic Fund ("MSF") Eligible Activities") can be reimbursed through a brownfield plan. This plan will provide for reimbursement of eligible demolition; lead, asbestos & mold abatement, site preparation and/or infrastructure improvements.

Authority Expenses

Actual eligible costs incurred by the City of Portage Brownfield Redevelopment Authority (PBRA) are included in this plan as an eligible expense. These expenses will be reimbursed with local tax increment revenues only.

2.2 Summary of Eligible Activities

2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A BEA was completed by Envirologic in September 2021. The total cost for these services was \$10,000. This is a cost statutorily approved for reimbursement with school taxes.

2.2..2 Demolition

Demolition activities include site demolition of existing concrete and asphalt to facilitate new construction. The total cost of demolition is estimated to be \$20,000.

2.2..3 Infrastructure Improvements

Infrastructure improvement activities will include the construction of a urban stormwater management system which will prevent the direct runoff of stormwater into Portage Creek. Costs under this category will include the excavation and construction of a stormwater collection basin and associated collection structures and piping. Infrastructure improvements will also include the construction of a new City owned watermain loop. The total cost of these infrastructure improvement is anticipated to be \$486,082.

2.2..4 Site Preparation

Site Preparation activities are expected to include surveying and staking; clearing and grubbing; strip and stockpile topsoil; cut and fill; regrade topsoil; sitework grading; geotechnical engineering; soil erosion control; security fencing; and temporary facilities. The cost of site preparation activities is estimated to be \$968,164.

2.2..5 Interest

Financing costs for the project are considered an eligible activity. This plan allows for 3% interest rate on the developer's eligible activities. The total interest associated with eligible activities is anticipated to be \$426,519.

2.2..6 Contingency

A 15% contingency is included to account for any unanticipated costs that may be encountered while conducting the eligible activities. The contingency is \$221,137.

2.2..7 Brownfield Plan and Act 381 Work Plan Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$15,000.

2.2.8 Local Brownfield Revolving Fund

The Authority intends to capture school and non-school tax increments for deposit in the local brownfield revolving fund for a full five years. This capture is estimated to be \$1,199,080.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

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

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 20 years consistent with current city policy which limits the duration of developer reimbursement to 15 years, plus five full years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of the property will be completed in 2023 and full recapture of eligible costs and eligible administrative costs of the authority through TIR will be completed by 2038. Capture of TIR is expected to begin in 2024, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 years as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

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

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

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

The property consists of a single parcel which is approximately 35.865 acres in size and is located at 801 E. Milham Ave (Parcel Identification Number 00003-155-B). A legal description of the property along with a scaled map showing eligible property dimensions, is attached as Figure 1.

According to environmental due diligence completed by Envirologic, the parcel is considered "eligible property" due to presence of selenium and arsenic in soil, as well as the presences of zinc in groundwater at concentrations in excess of the

Michigan Department of Environment, Great Lakes and Energy ("EGLE") Residential cleanup criteria on the subject property. Therefore, the property is a "Facility" as defined by Part 201.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

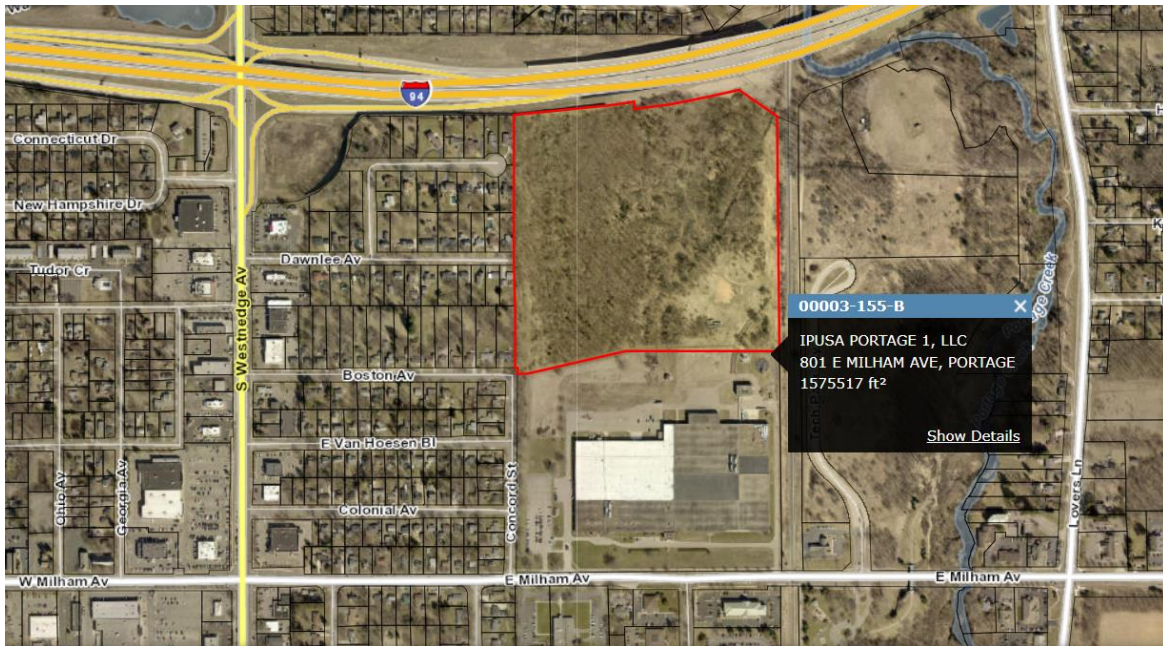
No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figure 1

Legal Description and Eligible Property Map



Legal Description:

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, PORTAGE TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89°19'05" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1332.65 FEET TO THE WEST 1/8 LINE OF SAID SECTION; THENCE NORTH 00°39'17" EAST ALONG SAID WEST 1/8 LINE AND THE EAST RIGHT OF WAY OF CONCORD ST. (PUBLIC) A DISTANCE OF 999.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°39'17" EAST ALONG SAID WEST 1/8 LINE A DISTANCE OF 1254.55 FEET TO THE SOUTH RIGHT OF WAY OF I-94 (PUBLIC); THENCE EASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 588.24 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 6345.45 FEET, A CENTRAL ANGLE OF 05°18'41" AND A CHORD BEARING NORTH 84°14'24" EAST 588.03 FEET; THENCE SOUTH 08°24'57" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 511.31 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 6395.45 FEET, A CENTRAL ANGLE OF 04°34'51" A CHORD BEARING NORTH 79°17'37" EAST 511.18 FEET; THENCE SOUTH 52°21'52" EAST A DISTANCE OF 235.31 FEET TO THE WEST RIGHT OF WAY OF NYC RAILROAD; THENCE SOUTH 00°37'18" WEST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 1124.83 FEET; THENCE NORTH 89°19'05" WEST A DISTANCE OF 734.64 FEET; THENCE SOUTH 78°19'15" WEST A DISTANCE OF 494.25 FEET; THENCE NORTH 89°19'05" WEST A DISTANCE OF 64.54 FEET TO THE POINT OF BEGINNING. CONTAINING 1,562,299 SQUARE FEET OR 35.865 ACRES.

Table 1

Eligible Activity Costs

Table 1

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities	\$ 10,000	Fall 2021
<i>Baseline Environmental Assessment</i>	\$ 10,000	
EGLE Eligible Activities Subtotal	\$ 10,000	
MSF Eligible Activities Costs and Schedule		
MSF Eligible Activities	Cost	Completion Season/Year
Demolition Sub-Total	\$ 20,000	Spring 2022
<i>Site Demolition</i>	\$ 20,000	
Infrastructure Improvements Sub-Total	\$ 486,082	Summer 2023
<i>Watermain</i>	\$ 294,966	
<i>Urban Stormwater Management</i>	\$ 191,116	
Site Preparation Sub-Total	\$ 968,164	Fall 2022
<i>Surveying and Staking</i>	\$ 10,000	
<i>Clearing and Grubbing</i>	\$ 139,920	
<i>Strip and Stockpile Topsoil</i>	\$ 57,215	
<i>Cut & Fill</i>	\$ 310,032	
<i>Regrade Topsoil</i>	\$ 72,997	
<i>Sitework Grading</i>	\$ 216,000	
<i>Geotechnical Engineering</i>	\$ 25,000	
<i>Soil Erosion Control</i>	\$ 12,000	
<i>Security fencing</i>	\$ 75,000	
<i>Temporary Facilities</i>	\$ 60,000	
MSF Eligible Activities Sub-Total	\$ 1,474,246	
Contingency (15%)	\$ 221,137	
Interest (3%)	\$ 426,519	
Brownfield Plan & Act 381 Work Preparation	\$ 15,000	Winter 2022
EGLE Eligible Activities Total Costs	\$ 10,000	
MSF Eligible Activities Total Costs	\$ 2,136,901	
Total Eligible Activities Total Costs	\$ 2,146,901	

Table 2

Tax Capture Schedule

Tax Increment Revenue Capture Estimates																							
Spec Building 801 E. Millham Portage, Michigan July 2022																							
Estimated Taxable Value (TV) Increase Rate: 1%																							
	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL	
	Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043		
	*Base Taxable Value	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$ 703,000	\$	
	Estimated New TV	\$ 7,596,000	\$ 7,671,960	\$ 7,748,680	\$ 7,826,166	\$ 7,904,428	\$ 7,983,472	\$ 8,063,307	\$ 8,143,940	\$ 8,225,380	\$ 8,307,633	\$ 8,390,710	\$ 8,474,617	\$ 8,559,363	\$ 8,644,957	\$ 8,731,406	\$ 8,818,720	\$ 8,906,907	\$ 8,995,976	\$ 9,085,936	\$ 9,176,796	\$	
	Incremental Difference (New TV - Base TV)	\$ 6,893,000	\$ 6,968,960	\$ 7,045,680	\$ 7,123,166	\$ 7,201,428	\$ 7,280,472	\$ 7,360,307	\$ 7,440,940	\$ 7,522,380	\$ 7,604,633	\$ 7,687,710	\$ 7,771,617	\$ 7,856,363	\$ 7,941,957	\$ 8,028,406	\$ 8,115,720	\$ 8,203,907	\$ 8,292,976	\$ 8,382,936	\$ 8,473,796	\$ -	
School Capture	Millage Rate	IFT Rate																					
State Education Tax (SET)	6.0000	6.0000	\$ 41,358																			\$ 41,358	
School Operating Tax	17.5695	8.7848	\$ 60,553																			\$ 60,553	
School Total	23.5695	14.7848	\$ 101,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,911	
Local Capture	Millage Rate	IFT Rate																					
City of Portage	10.6400	5.3200	\$ 36,671	\$ 37,075	\$ 37,483	\$ 37,895	\$ 38,312	\$ 38,732	\$ 39,157	\$ 39,586	\$ 40,019	\$ 40,457	\$ 40,899	\$ 41,345	\$ 83,592	\$ 84,502	\$ 85,422	\$ 86,351	\$ 87,290	\$ 88,237	\$ 89,194	\$ 90,161	\$ 1,162,380
KVCC	2.7918	1.3959	\$ 9,622	\$ 9,728	\$ 9,835	\$ 9,943	\$ 10,052	\$ 10,163	\$ 10,274	\$ 10,387	\$ 10,500	\$ 10,615	\$ 10,731	\$ 10,848	\$ 21,933	\$ 22,172	\$ 22,414	\$ 22,657	\$ 22,904	\$ 23,152	\$ 23,403	\$ 23,657	\$ 304,994
KRESA Allocated	0.1444	0.0722	\$ 498	\$ 503	\$ 509	\$ 514	\$ 520	\$ 526	\$ 531	\$ 537	\$ 543	\$ 549	\$ 555	\$ 561	\$ 1,134	\$ 1,147	\$ 1,159	\$ 1,172	\$ 1,185	\$ 1,198	\$ 1,210	\$ 1,224	\$ 15,775
KRESA Operating	2.8946	1.4473	\$ 9,976	\$ 10,086	\$ 10,197	\$ 10,309	\$ 10,423	\$ 10,537	\$ 10,653	\$ 10,769	\$ 10,887	\$ 11,006	\$ 11,126	\$ 11,248	\$ 22,741	\$ 22,989	\$ 23,239	\$ 23,492	\$ 23,747	\$ 24,005	\$ 24,265	\$ 24,528	\$ 316,224
KRESA Enhancement	1.5000	0.7500	\$ 5,170	\$ 5,227	\$ 5,284	\$ 5,342	\$ 5,401	\$ 5,460	\$ 5,520	\$ 5,581	\$ 5,642	\$ 5,703	\$ 5,766	\$ 5,829	\$ 11,785	\$ 11,913	\$ 12,043	\$ 12,174	\$ 12,306	\$ 12,439	\$ 12,574	\$ 12,711	\$ 163,869
KRESA Special ED	1.4988	0.7494	\$ 5,166	\$ 5,223	\$ 5,280	\$ 5,338	\$ 5,397	\$ 5,456	\$ 5,516	\$ 5,576	\$ 5,637	\$ 5,699	\$ 5,761	\$ 5,824	\$ 11,775	\$ 11,903	\$ 12,033	\$ 12,164	\$ 12,296	\$ 12,430	\$ 12,564	\$ 12,701	\$ 163,738
KRESA CTE	1.0000	0.5000	\$ 3,447	\$ 3,484	\$ 3,523	\$ 3,562	\$ 3,601	\$ 3,640	\$ 3,680	\$ 3,720	\$ 3,761	\$ 3,802	\$ 3,844	\$ 3,886	\$ 7,856	\$ 7,942	\$ 8,028	\$ 8,116	\$ 8,204	\$ 8,293	\$ 8,383	\$ 8,474	\$ 109,246
School Site SF	0.4989	0.2494	\$ 1,719	\$ 1,738	\$ 1,757	\$ 1,777	\$ 1,796	\$ 1,816	\$ 1,836	\$ 1,856	\$ 1,876	\$ 1,897	\$ 1,918	\$ 1,939	\$ 3,919	\$ 3,962	\$ 4,005	\$ 4,049	\$ 4,093	\$ 4,137	\$ 4,182	\$ 4,227	\$ 54,501
County Operating	4.6514	2.3257	\$ 16,031	\$ 16,208	\$ 16,386	\$ 16,566	\$ 16,748	\$ 16,932	\$ 17,118	\$ 17,305	\$ 17,495	\$ 17,686	\$ 17,879	\$ 18,074	\$ 36,543	\$ 36,941	\$ 37,343	\$ 37,749	\$ 38,160	\$ 38,574	\$ 38,992	\$ 39,415	\$ 508,148
CCTA Transport	0.7500	0.3750	\$ 2,585	\$ 2,613	\$ 2,642	\$ 2,671	\$ 2,701	\$ 2,730	\$ 2,760	\$ 2,790	\$ 2,821	\$ 2,852	\$ 2,883	\$ 2,914	\$ 5,892	\$ 5,956	\$ 6,021	\$ 6,087	\$ 6,153	\$ 6,220	\$ 6,287	\$ 6,355	\$ 81,935
KCTA Transport	0.3124	0.1562	\$ 1,077	\$ 1,089	\$ 1,101	\$ 1,113	\$ 1,125	\$ 1,137	\$ 1,150	\$ 1,162	\$ 1,175	\$ 1,188	\$ 1,201	\$ 1,214	\$ 2,454	\$ 2,481	\$ 2,508	\$ 2,535	\$ 2,563	\$ 2,591	\$ 2,619	\$ 2,647	\$ 34,129
District Library	1.4959	0.7480	\$ 5,156	\$ 5,212	\$ 5,270	\$ 5,328	\$ 5,386	\$ 5,445	\$ 5,505	\$ 5,565	\$ 5,626	\$ 5,688	\$ 5,750	\$ 5,813	\$ 11,752	\$ 11,880	\$ 12,010	\$ 12,140	\$ 12,272	\$ 12,405	\$ 12,540	\$ 12,676	\$ 163,421
Library Extra	0.4986	0.2493	\$ 1,718	\$ 1,737	\$ 1,756	\$ 1,776	\$ 1,795	\$ 1,815	\$ 1,835	\$ 1,855	\$ 1,875	\$ 1,896	\$ 1,917	\$ 1,937	\$ 3,917	\$ 3,960	\$ 4,003	\$ 4,046	\$ 4,090	\$ 4,135	\$ 4,180	\$ 4,225	\$ 54,470
County Public Safety	1.4380	0.7190	\$ 4,956	\$ 5,011	\$ 5,066	\$ 5,122	\$ 5,178	\$ 5,235	\$ 5,292	\$ 5,350	\$ 5,409	\$ 5,468	\$ 5,527	\$ 5,588	\$ 11,297	\$ 11,421	\$ 11,545	\$ 11,670	\$ 11,797	\$ 11,925	\$ 12,055	\$ 12,185	\$ 157,096
County Housing	0.7485	0.3743	\$ 2,580	\$ 2,608	\$ 2,637	\$ 2,666	\$ 2,695	\$ 2,725	\$ 2,755	\$ 2,785	\$ 2,815	\$ 2,846	\$ 2,877	\$ 2,909	\$ 5,880	\$ 5,945	\$ 6,009	\$ 6,075	\$ 6,141	\$ 6,207	\$ 6,275	\$ 6,343	\$ 81,771
County Senior	0.3477	0.1739	\$ 1,198	\$ 1,212	\$ 1,225	\$ 1,238	\$ 1,252	\$ 1,266	\$ 1,280	\$ 1,294	\$ 1,308	\$ 1,322	\$ 1,337	\$ 1,351	\$ 2,732	\$ 2,761	\$ 2,791	\$ 2,822	\$ 2,852	\$ 2,883	\$ 2,915	\$ 2,946	\$ 37,985
County 911	0.6487	0.3244	\$ 2,236	\$ 2,260	\$ 2,285	\$ 2,310	\$ 2,336	\$ 2,361	\$ 2,387	\$ 2,413	\$ 2,440	\$ 2,467	\$ 2,494	\$ 2,521	\$ 5,096	\$ 5,152	\$ 5,208	\$ 5,265	\$ 5,322	\$ 5,380	\$ 5,438	\$ 5,497	\$ 70,868
Local Total	31.8597	15.9298	\$ 109,804	\$ 111,014	\$ 112,237	\$ 113,471	\$ 114,718	\$ 115,977	\$ 117,249	\$ 118,533	\$ 119,830	\$ 121,141	\$ 122,464	\$ 123,801	\$ 250,301	\$ 253,028	\$ 255,782	\$ 258,564	\$ 261,374	\$ 264,212	\$ 267,078	\$ 269,972	\$ 3,480,549
Non-Capturable Millages	Millage Rate	IFT Rate																					
County Juvenile Home Debt	0.1620	0.0810	\$ 558	\$ 564	\$ 571	\$ 577	\$ 583	\$ 590	\$ 596	\$ 603	\$ 609	\$ 616	\$ 623	\$ 630	\$ 1,273	\$ 1,287	\$ 1,301	\$ 1,315	\$ 1,329	\$ 1,343	\$ 1,358	\$ 1,373	\$ 17,698
Portage School Debt	6.8500	3.4250	\$ 23,609	\$ 23,869	\$ 24,131	\$ 24,397	\$ 24,665	\$ 24,936	\$ 25,209	\$ 25,485	\$ 25,764	\$ 26,046	\$ 26,330	\$ 26,618	\$ 53,816	\$ 54,402	\$ 54,995	\$ 55,593	\$ 56,197	\$ 56,807	\$ 57,423	\$ 58,045	\$ 748,337
KRESA Debt	0.3650	0.1825	\$ 1,258	\$ 1,272	\$ 1,286	\$ 1,300	\$ 1,314	\$ 1,329	\$ 1,343	\$ 1,358	\$ 1,373	\$ 1,388	\$ 1,403	\$ 1,418	\$ 2,868	\$ 2,899	\$ 2,930	\$ 2,962	\$ 2,994	\$ 3,027	\$ 3,060	\$ 3,093	\$ 39,875
Total Non-Capturable Taxes	7.3770	3.6885	\$ 25,425	\$ 25,705	\$ 25,988	\$ 26,274	\$ 26,562	\$ 26,854	\$ 27,148	\$ 27,446	\$ 27,746	\$ 28,050	\$ 28,356	\$ 28,666	\$ 57,956	\$ 58,588	\$ 59,226	\$ 59,870	\$ 60,520	\$ 61,177	\$ 61,841	\$ 62,511	\$ 805,909
Total Tax Increment Revenue (TIR) Available for Capture	\$ 211,716	\$ 111,014	\$ 112,237	\$ 113,471	\$ 114,718	\$ 115,977	\$ 117,249	\$ 118,533	\$ 119,830	\$ 121,141	\$ 122,464	\$ 123,801	\$ 250,301	\$ 253,028	\$ 255,782	\$ 258,564	\$ 261,374	\$ 264,212	\$ 267,078	\$ 269,972	\$ 3,582,461		
Footnotes:																							
*Assumes 12 Year PA 198 Tax abatement																							
**Assumes Taxable value of \$31.65/sf																							

Table 3

Reimbursement Schedule

Tax Increment Revenue Reimbursement Allocation Table
Spec Building
801 E. Milham
Portage, Michigan
July 2022

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	2.5%	\$ 81,232		\$ 81,232
Local	97.5%	\$ 3,132,494		\$ 3,132,494
TOTAL		\$ 3,213,727		\$ 3,213,727
EGLE	0.6%	\$ 10,000		\$ 10,000
MSF	99.4%	\$ 1,710,382		\$ 1,710,382

Estimated Total
Years of Plan: 20

Estimated Capture	
Administrative Fees	\$ 348,055
State Brownfield Redevelopment Fund	\$ 20,679
Local Brownfield Revolving Fund	\$ 1,199,080

	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	TOTAL
Total State Incremental Revenue		\$ 101,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,911
State Brownfield Redevelopment Fund (50% of SET)		\$ (20,679)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (20,679)
State TIR Available for Reimbursement		\$ 81,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,232
Total Local Incremental Revenue		\$ 109,804	\$ 111,014	\$ 112,237	\$ 113,471	\$ 114,718	\$ 115,977	\$ 117,249	\$ 118,533	\$ 119,830	\$ 121,141	\$ 122,464	\$ 123,801	\$ 250,301	\$ 253,028	\$ 255,782	\$ 258,564	\$ 261,374	\$ 264,212	\$ 267,078	\$ 269,972	\$ 3,480,549
BRA Administrative Fee (10%)		\$ (10,980)	\$ (11,101)	\$ (11,224)	\$ (11,347)	\$ (11,472)	\$ (11,598)	\$ (11,725)	\$ (11,853)	\$ (11,983)	\$ (12,114)	\$ (12,246)	\$ (12,380)	\$ (25,030)	\$ (25,303)	\$ (25,578)	\$ (25,856)	\$ (26,137)	\$ (26,421)	\$ (26,708)	\$ (26,997)	\$ (348,055)
Local TIR Available for Reimbursement		\$ 98,824	\$ 99,913	\$ 101,013	\$ 102,124	\$ 103,246	\$ 104,379	\$ 105,524	\$ 106,680	\$ 107,847	\$ 109,027	\$ 110,218	\$ 111,421	\$ 225,271	\$ 227,725	\$ 230,204	\$ 232,708	\$ 235,236	\$ 237,790	\$ 240,370	\$ 242,975	\$ 3,132,494
Total State & Local TIR Available		\$ 180,056	\$ 99,913	\$ 101,013	\$ 102,124	\$ 103,246	\$ 104,379	\$ 105,524	\$ 106,680	\$ 107,847	\$ 109,027	\$ 110,218	\$ 111,421	\$ 225,271	\$ 227,725	\$ 230,204	\$ 232,708	\$ 235,236	\$ 237,790	\$ 240,370	\$ 242,975	
DEVELOPER	Beginning Balance																					\$ -
DEVELOPER Reimbursement Balance	\$ 1,720,382	\$ 1,611,558	\$ 1,511,645	\$ 1,410,632	\$ 1,308,508	\$ 1,205,263	\$ 1,100,883	\$ 995,360	\$ 888,680	\$ 780,833	\$ 671,806	\$ 561,589	\$ 450,168	\$ 224,897	\$ 423,691	\$ 193,487	\$ 193,487	\$ 193,487	\$ 193,487	\$ 193,487	\$ 193,487	\$ -
																						\$ -
MSF Non-Environmental Costs	\$ 1,710,382																					\$ -
State Tax Reimbursement			\$ -	\$ -	\$ -																	\$ -
Local Tax Reimbursement		\$ 98,824	\$ 99,913	\$ 101,013	\$ 102,124	\$ 103,246	\$ 104,379	\$ 105,524	\$ 106,680	\$ 107,847	\$ 109,027	\$ 110,218	\$ 111,421	\$ 225,271	\$ 224,897							\$ 1,710,382
Total MSF Reimbursement Balance		\$ 1,611,558	\$ 1,511,645	\$ 1,410,632	\$ 1,308,508	\$ 1,205,263	\$ 1,100,883	\$ 995,360	\$ 888,680	\$ 780,833	\$ 671,806	\$ 561,589	\$ 450,168	\$ 224,897	\$ -							\$ -
EGLE Environmental Costs	\$ 10,000	\$ -																				\$ -
State Tax Reimbursement		\$ 10,000																				\$ 10,000
Local Tax Reimbursement		\$ -																				\$ -
Total EGLE Reimbursement Balance		\$ -																				\$ -
Interest Accrual	3%	\$ -																				\$ -
Accrued Interest		\$ 51,611	\$ 48,347	\$ 45,349	\$ 42,319	\$ 39,255	\$ 36,158	\$ 33,027	\$ 29,861	\$ 26,660	\$ 23,425	\$ 20,154	\$ 16,848	\$ 13,505								\$ 426,519
Interest Reimbursement													\$ -	\$ -	\$ 2,828	\$ 230,204						\$ -
Interest Balance		\$ 51,611	\$ 99,958	\$ 145,308	\$ 187,627	\$ 226,882	\$ 263,040	\$ 296,066	\$ 325,927	\$ 352,587	\$ 376,012	\$ 396,167	\$ 413,014	\$ 426,519	\$ 423,691	\$ 193,487						\$ -
Total Annual Developer Reimbursement		\$ 108,824	\$ 99,913	\$ 101,013	\$ 102,124	\$ 103,246	\$ 104,379	\$ 105,524	\$ 106,680	\$ 107,847	\$ 109,027	\$ 110,218	\$ 111,421	\$ 225,271	\$ 227,725	\$ 230,204	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,953,415
LOCAL BROWNFIELD REVOLVING FUND																						
LBRF Deposits *																						
State Tax Capture	\$ -	\$ 10,000																				\$ 10,000
Local Tax Capture	\$ -	\$ -																				\$ 1,189,080
Total LBRF Capture	\$ 10,000														\$ -	\$ -	\$ 232,708	\$ 235,236	\$ 237,790	\$ 240,370	\$ 242,975	\$ 1,199,080

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

Attachment A

Brownfield Plan Resolutions

Attachment B

Reimbursement Agreement

Attachment C

Verification of Facility Status



**BASELINE ENVIRONMENTAL ASSESSMENT
CONDUCTED PURSUANT TO SECTION 20126(1)(C) OF 1994 PA 451, PART 201,
AMENDED, AND THE RULES PROMULGATED THEREUNDER**

FOR

**APPROXIMATELY 34-ACRE NORTHERN PORTION OF
701 EAST MILHAM AVENUE
PORTAGE, MICHIGAN**

SEPTEMBER 16, 2021

Prepared for:

**IPUSA Portage, LLC
112 W. Jefferson Blvd., Suite 200
South Bend, Indiana 46601**

Prepared by:

**ENVIROLOGIC TECHNOLOGIES, INC.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100**

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1. INTRODUCTION AND DISCUSSION

A. Owner/Operator Information

Current Owner	Current Operator
FLM Holdings, LLC	FLM Holdings, LLC
Prospective Owner	Prospective Operator
IPUSA Portage, LLC	IPUSA Portage, LLC

B. Intended Use of Property

IPUSA Portage, LLC intends to acquire the subject property and redevelop the site with a 270,000-square-foot industrial building. Additional improvements will include a stormwater basin and asphalt parking lot. The initial development will occur in the southwestern portions of the parcel.

The future use of the site will not involve the significant use of hazardous substances. Therefore, the potential future detection of hazardous substances on site would not be an indication of a new release and would be attributable to historic operations.

C. Phase I ESA Summary – Recognized Environmental Conditions

The property subject to this Phase I ESA consists of approximately 34 acres of the parent parcel occupying the northern portion of the site, north of the existing fence line. Two rail spurs are present in the southeastern portion of the site, which extend southward through the gated fence to the adjacent off-site parcel to the south. A clearing is present in the south/central portion of the site, immediately north of the fence line. Remnant asphalt from a semicircular drive associated with the former wastewater treatment plant is present north of the rail spur in the eastern portion of the site. A stormwater drainage ditch is located west-northwest of the former wastewater treatment plant. The majority of northern portions of the site consist of wooded land with some scrub and brush ground cover.

An ASTM E1527-13 Phase I Environmental Site Assessment (ESA) of the subject property was completed by Envirologic on June 18, 2021. The following Recognized Environmental Condition (REC) was identified in the Phase I ESA:

- The subject property formerly operated as a wastewater treatment plant that utilized two rail spurs from c. 1954 to 1991. Further, an approximately 1-acre area of fill material was located near the northeast corner of the subject property. Previous environmental investigations conducted on the subject property identified concentrations of selenium and arsenic in soil and concentrations of zinc in groundwater in excess of Part 201 Residential cleanup criteria.

D. Exceptions/Deletions from ASTM 1527-13

No exceptions to or deletions from the ASTM 1527-13 Phase I ESA standard were identified.

E. Phase I ESA Data Gaps Discussion

A data gap is the inability to obtain information within the scope of the Phase I ESA. No data gaps were encountered during the course of the Phase I ESA.

A data failure is the absence of information typically used to complete a Phase I ESA. No data failures were encountered during the course of the Phase I ESA.

F. Sampling Discussion—Purpose/Methods

Soil and Material Engineers (SME) completed an investigation of the former wastewater treatment facility on behalf of Upjohn in June 1992, subsequent to the completion of demolition of the facility structures. This investigation included the installation of 11 soil borings within the area of the former wastewater treatment plant and eight borings within two fill soil stockpiles associated with the former wastewater treatment plant. A total of 25 discreet soil samples, eight composite samples from the two soil piles, and three groundwater samples were collected in association with the investigation. The discreet soil sampling included the vertical characterization of soils through the collection of samples from multiple intervals within select borings: 0–2 feet, 4–6 feet, 6–8 feet, 10–12 feet, and 12–14 feet. The groundwater samples were collected from temporary monitoring wells set to straddle the shallow water table.

SME completed Phase II ESA activities on a portion of the subject property referred to as “Parcel D” in January of 2000. The Phase II ESA was completed at the request of Pharmacia & Upjohn in order to investigate the potential for impact associated with the presence of fill material on the subject property. The Phase II ESA was also conducted in order to investigate the presence of an 8-inch clay pipe associated with the former wastewater treatment plant that discharged to the

drainage ditch located on site. The reference to “Parcel D” does not represent a specific legal parcel, and limited documentation was provided in the Phase II ESA regarding the specific location of assessment activities. However, based upon a review of historic aerial photographs from 2000 and additional documentation regarding historic operations, it has been concluded that the area subject to the January 2000 SME Phase II ESA was an approximately 1-acre area located north of the former wastewater treatment plant near the eastern boundary of the subject property.

The January 2000 SME Phase II ESA included the removal of 50 feet of the clay pipe from near the drainage ditch extending to the southeast toward the former wastewater treatment plant, the use of an excavator and backhoe to characterize areas of fill material, and the installation of 20 GeoProbe soil borings. Two soil samples from beneath the former pipe were collected subsequent to pipe removal and analyzed for polychlorinated biphenyls (PCBs). The PCBs analysis was based upon the 1991 detection of PCBs at the outfall of the pipe. The concentration of PCBs identified at the pipe outfall in 1991 was below current Residential cleanup criteria. PCBs were not identified in the two soil samples collected from beneath the former pipe as part of the 2000 Phase II ESA.

The presence of concrete, asphalt, coal pieces, and metal scrap was noted during excavator/backhoe investigation of fill materials. Where encountered within the fill, scrap metal was reportedly removed from the subject property.

For the purposes of the January 2000 GeoProbe boring installation, the 1-acre area of fill was separated into four separate “cells” or sampling units. Five borings were installed within each of the four cells. A single soil sample was prepared from each cell through the compositing of soils from the five borings installed within an individual cell. The soil samples were generally collected from beneath fill material at a depth of approximately 4 to 7 feet bgl. Two groundwater samples were collected from the central and northern portions of the 1-acre fill area. The soil and groundwater samples were analyzed for a broad range of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), and Michigan 10 metals. The soil samples were additionally analyzed for PCBs.

Envirologic completed Phase II ESA investigation activities in January 2012, subsequent to the completion of a Phase I ESA on the larger parent parcel from which the subject property is being split. The Phase II ESA investigation activities were conducted to investigate the potential for impact and document site conditions at the subject property and southern adjoining property

relative to the identified RECs of the Phase I ESA. The Phase II ESA activities specific to the property subject to this Phase I ESA consisted of the installation of 12 GeoProbe soil borings and one hand-auger soil boring for the collection and analysis of nine soil samples and two groundwater samples. Based upon the identified site use history, all soil and groundwater samples were analyzed for a broad range of VOCs (EPA Method 8260B), PNAs (EPA Method 8270C), and Michigan 10 Metals (EPA Methods 6020/7471A). The samples submitted in association with the former wastewater treatment plant and 1-acre fill area were additionally analyzed for PCBs (EPA Method 8270). The collected soil and groundwater samples were submitted to KAR Laboratories, Inc. of Kalamazoo, Michigan, for laboratory analysis. The sample containers were placed into a chilled cooler for transportation to the laboratory using standard chain-of-custody procedures.

G. Known Contamination—Locations and Environmental Media

The analytical results of SME's June 1992 investigation of the former wastewater treatment facility indicate the presence of arsenic in soil at concentrations in excess of the current Residential Drinking Water Protection criterion. Specifically, arsenic was identified in excess of the Residential Drinking Water Protection criterion at the following locations: B5 (4–6 feet below ground surface [bgs]); B2, B5, B6, and B7 (6–8 feet bgs); and B8 (10–12 feet bgs). The metal zinc was identified in excess of the current Residential Drinking Water criterion within two unfiltered metals samples collected from former monitoring wells MW-4 and MW-5, with screens set at 16–20 feet bgs and 11–15 feet bgs, respectively. Subsequent re-sampling of the wells for filtered dissolved metals resulted in the continued detection of zinc in excess of the Residential Drinking Water criterion from MW-4 and below current criterion from MW-5. Based upon the lack of detailed documentation, the specific location of MW-4 and MW-5 within the property subject to this Phase I ESA is not known. However, MW-4 is depicted as being located within the former footprint of a clarifier tank, and MW-5 was located within the westernmost sand filter bed.

The analytical results of SME's January 2000 Phase II ESA investigation indicated that no contaminants of concern were identified above Statewide Default Background Levels and/or Residential cleanup criteria in the soil and groundwater samples collected.

The analytical results of Envirologic's January 2012 Phase II ESA investigation resulted in the identification of selenium in shallow soil on the subject property at concentrations exceeding the Groundwater-Surface Water Interface Protection (GSIP) criterion at two locations in the

northeastern portion of the subject property: the outfall of a former clay pipe (outfall – surface sample) and the northernmost sample collected from the 1-acre fill area (GSB-30 @ 1.5 ft.).

Refer to Figure 3 for a site plan of the subject property which details the locations and concentrations of contaminants exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Residential cleanup criteria.

H. “Facility” Demonstration

As detailed on Figure 3, the results of the previously completed environmental investigations have identified the presence of selenium and arsenic in soil, as well as the presence of zinc in groundwater, at concentrations in excess of EGLE Residential cleanup criteria on the subject property. Therefore, the subject property meets the definition of a “facility” as defined by Part 201 of NREPA.

2. PROPERTY INFORMATION

A. Property Legal Description

The subject property is located at the northern portion of 701 East Milham Avenue, Portage, Michigan 49002. The tax identification number for the parent parcel of the subject property is 00003-155-O. The legal description of the 701 East Milham Avenue parent parcel, obtained from the City of Portage, is as follows:

SEC 3-3-11 E 1/2 SW 1/4 SEC 3 EXC NYC RR ROW

B. Survey Map, Property Tax Identification Number(s)

A scaled site map detailing the subject property boundaries is presented as Figure 2.



I-94

APPROXIMATE PROPERTY BOUNDARY

APPROXIMATE PROPERTY BOUNDARY

APPROXIMATE PROPERTY BOUNDARY

APPROXIMATE PROPERTY BOUNDARY

NORTHERN PORTION OF
PARCEL #00003-155-O



SCALE 1" = 150'
0 50 100 150 300

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.

VACANT PROPERTY

NORTHERN PORTION OF
701 EAST MILHAM AVE
PORTAGE, MI 49002

SITE PLAN



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

PROJECT NO.
210099

FIGURE No.

2

C. Site Map with Sampling Results

A site plan detailing the location of the concentrations of “facility” contaminants is presented below as Figure 3. Additional figures and tables associated with the previous environmental investigations of the subject property and southern adjoining property from 1992 to 2012 detailing sample locations, depths (where available), and facility contaminants are presented in Appendix H of the ASTM E1527-13 Phase I ESA of the subject property. Additional documentation is also available through EGLE.





LEGEND

- SOIL BORING/ MONITORING WELL (1991/1992 SME)
- SOIL PROBE LOCATION (2000 SME)
- GEOPROBE SOIL BORING LOCATION (2012 ENVIROLOGIC)
- SAMPLE POINT AT OUTFALL (2012 ENVIROLOGIC)



SCALE 1" = 150'

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.

VACANT PROPERTY

NORTHERN PORTION OF
701 EAST MILHAM AVE
PORTAGE, MI 49002

SITE PLAN w/ ANALYTICAL
DATA OF FACILITY
CONTAMINANTS



environmental consulting + services

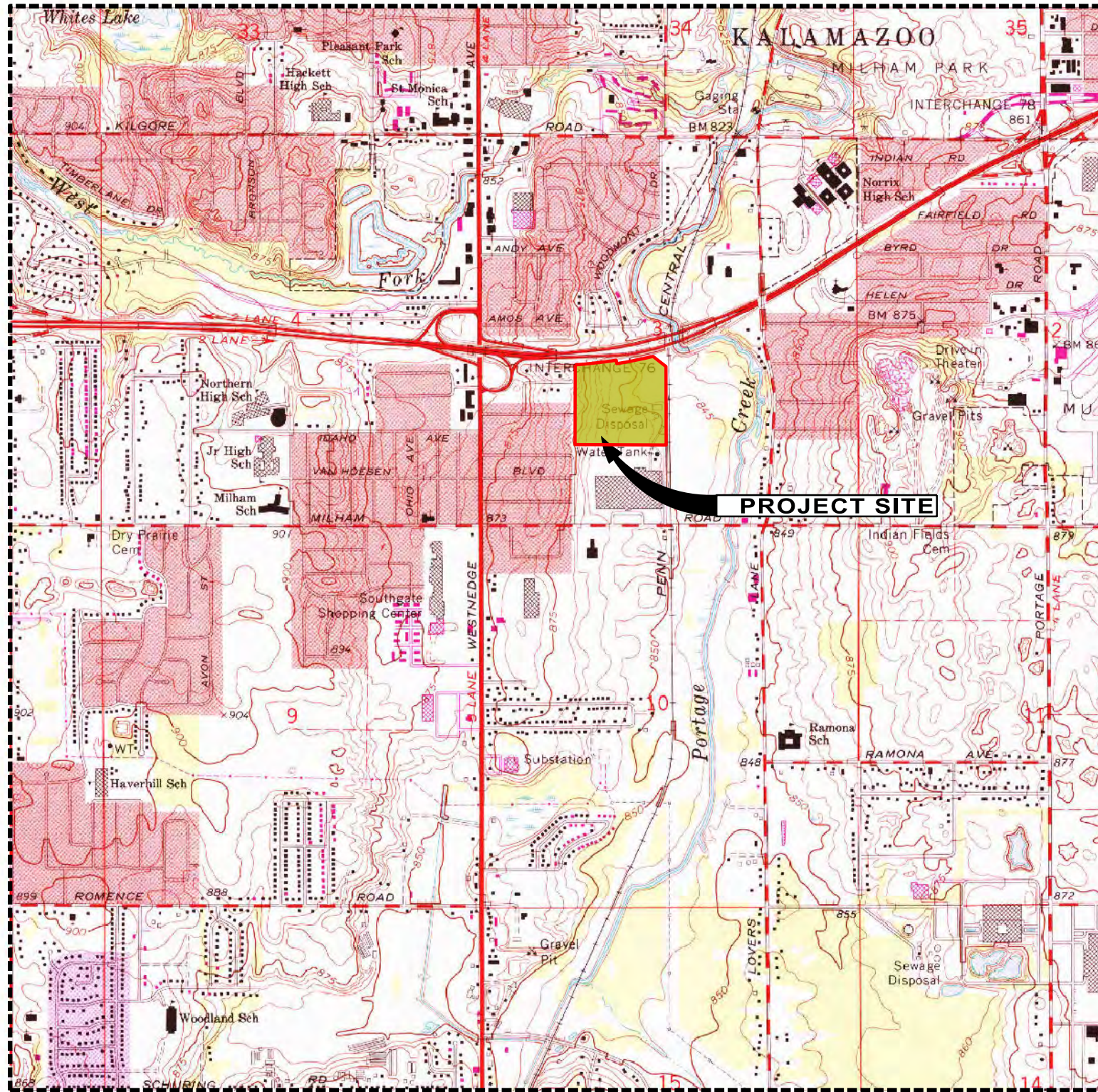
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
210099

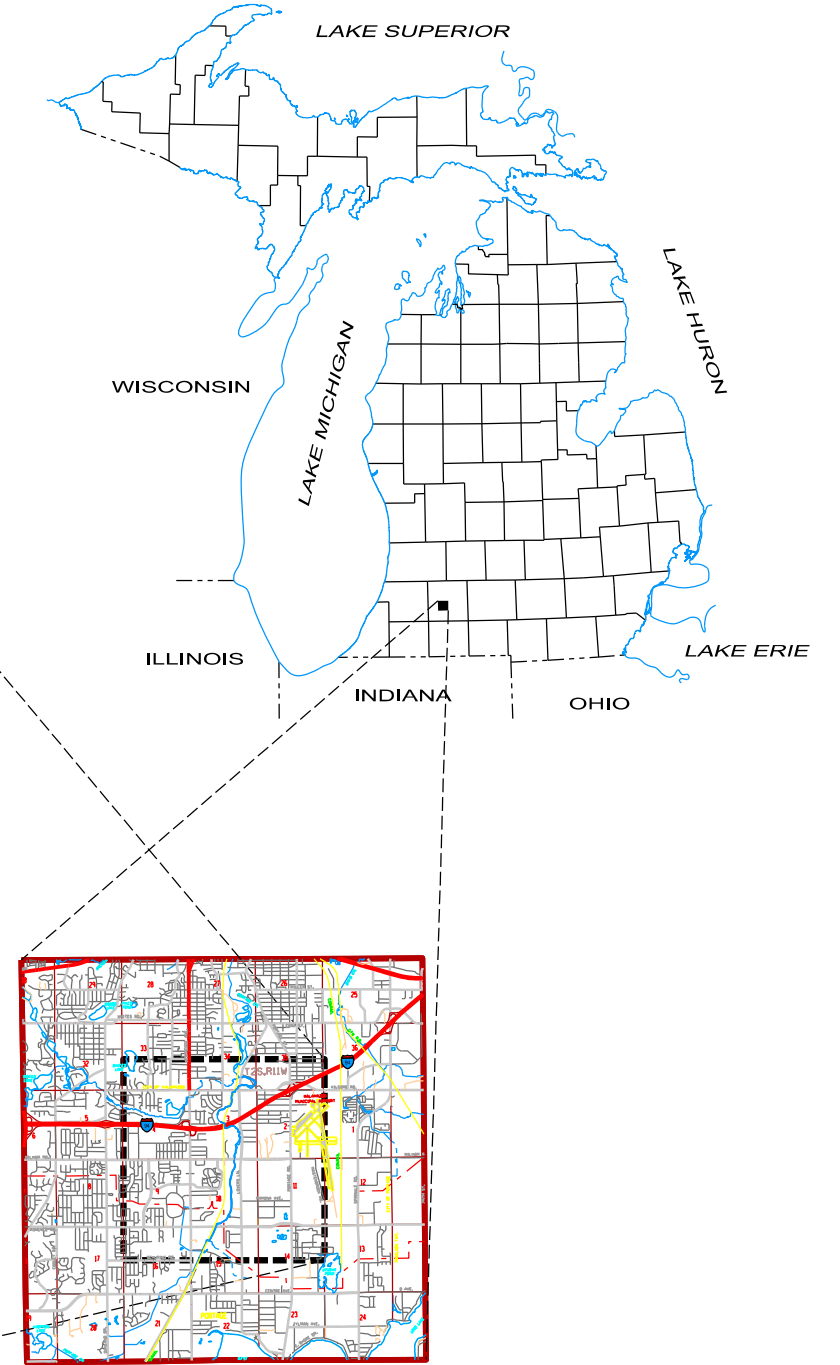
FIGURE No.

3

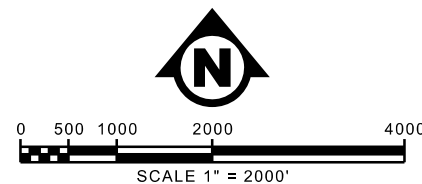
D. Location Map



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 COUNTY
 PORTAGE, MICHIGAN



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

VACANT PROPERTY
 NORTHERN PORTION OF
 701 EAST MILHAM AVE
 PORTAGE, MI 49002
LOCATION MAP

PROJECT NO.
 210099

FIGURE NO.

1

E. Property Location

Envirologic has conducted a Baseline Environmental Assessment (BEA) of the approximately 34-acre northern portion of 701 East Milham Avenue, Portage, Michigan 49002. The property location is depicted on Figure 1 above.

F. Spatial Data

Table 1: Spatial Data

County	City/Village/ Township	Town	Range	Section	Quarter	Quarter- Quarter	Latitude	Longitude
Kalamazoo County	City of Portage	3S	11W	3	SW ¼	NE ¼ of SW ¼	42.234944°	-85.582349°

Latitude and longitude information was obtained from Google Earth.

3. FACILITY STATUS

A. Analytical Table

Table 2: Summary of Contaminants

Hazardous Substance	CAS Number	Maximum Concentration	Sample Location and Depth	Media Affected
Arsenic	7440382	11,000 µg/kg	B-7 @ 6.0' – 8.0'	Soil
Selenium	7782492	1,300 µg/kg	GSB-30 @ 1.5'	Soil
Zinc	7440666	7,250 µg/L	MW-5 @ 11' – 15'	Groundwater

B. Laboratory Analytical Data Sheets and Chain of Custody

Laboratory data sheets and chains of custody from the previous investigations at the subject property are available in the previous environmental investigations, which are located in Appendix H of the ASTM E1527-13 Phase I ESA of the subject property. Additional documentation is available through EGLE.

Attachment D

Soil Sampling Map



LEGEND

- SOIL BORING/ MONITORING WELL (1991/1992 SME)
- SOIL PROBE LOCATION (2000 SME)
- GEOPROBE SOIL BORING LOCATION (2012 ENVIROLOGIC)
- SAMPLE POINT AT OUTFALL (2012 ENVIROLOGIC)

SCALE 1" = 150'

0 50 100 150 300

NOTE:
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VACANT PROPERTY

NORTHERN PORTION OF
701 EAST MILHAM AVE
PORTAGE, MI 49002

**SITE PLAN w/ ANALYTICAL
DATA OF FACILITY
CONTAMINANTS**

PROJECT NO.
210099

FIGURE No.
3

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

Attachment E

Site Plan

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on _____, 2022 between the **CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 7900 S. Westnedge Ave, Portage, Michigan 49002 (the “Authority”), and **IPUSA PORTAGE 1, LLC**, a Michigan limited liability company having an address of 3700 E. Milham Avenue, Portage, Michigan 49002 (the “Developer”).

RECITALS

WHEREAS, the Authority and City of Portage (the "City") have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

WHEREAS, City of Portage has established a Brownfield Redevelopment Authority and the Authority and the City have adopted a Brownfield Plan specifically for this site (the “Plan”), pursuant to the provisions of Act 381.

WHEREAS, the Authority and the City have designated certain properties that have conditions of environmental contamination, blight or obsolescence as appropriate sites for creating a Plan.

WHEREAS, Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the “Tax Increment Revenue”) to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as “Eligible Costs”) and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.

WHEREAS, Developer owns property in the City of Portage located at 801 E. Milham Ave (the “Property”) and legally described on the attached Exhibit A.

WHEREAS, the Property has been included in the Plan and qualified as an “Eligible Property” under the terms of Act 381.

WHEREAS, Developer intends to redevelop approximately 35.86 acres located at the Property. The Developer is proposing the construction of a new 240,000 square foot speculative industrial building (the “Project”).

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including environmental due diligence, site preparation, and infrastructure improvements which may require the services of various contractors, engineers,

environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed \$1,720,382, together with Interest thereon, as provided in Paragraph 5).

WHEREAS, the parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, 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. The Plan. The Plan, approved by the Authority and the City Council is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. Term of Agreement. Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property. Capture will begin in the first year after completion of the Project and will continue until the earlier of (hereinafter, the "End Date"):

3.1 Full reimbursement to the Authority of its Administrative Costs, plus reimbursement to the Developer of the Property as outlined in the Plan, including reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount") such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or

3.2 Twenty (20) years. With five (5) of the twenty (20) years designated for Local Fund only.

4. Evidence of Ownership. Prior to the execution of this Agreement, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, shall reflect that all material conditions to the issuance of a policy thereunder have been satisfied, and shall otherwise be in form and substance satisfactory to the Authority.

5. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this Project in the Plan and may include environmental due diligence and Due Care Activities, demolition, site preparation, and infrastructure improvements which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. Simple interest at the rate of five percent (3%) per annum ("**Interest**") shall accrue on all approved Eligible Costs as described in the Plan, in each case calculated from the date that Authority approves the

Developer's request for reimbursement for the pertinent Eligible Costs until such eligible costs are reimbursed in full. Interest will be calculated at the end of each calendar year based on the total unreimbursed Eligible Costs outstanding at the time (other than accrued Interest). Principal amounts of the Eligible Costs shall be reimbursed to Developer prior to Interest accruing thereon. After disbursement of the incremental tax revenues as described above, if any additional incremental tax revenues are generated by the Project, they shall be deposited into the Local Site Remediation Revolving Fund, to the extent permitted by law.

6. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all available Tax Increment Revenues collected from the real and personal property taxes on the Property,

7. Reimbursement Process.

7.1 Cost Reimbursement Request. The Developer will provide sufficient documentation of the Eligible Costs incurred including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, sworn statements, lien waivers and other back up documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs". Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 7.2, may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

7.2 Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall make the determination of whether the costs are eligible for reimbursement. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within 15 days of receipt of Authority's written determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against The City of Portage or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

7.4 Method of Reimbursement. The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to and delivered by certified mail to the address above (or through electronic transfer if available through Developer) to such instructions as may be provided by Developer, by written notice to the Authority with respect to this Agreement from time to time)

8. Adjustments. The parties acknowledge that adjustments regarding the amount of Tax Increment Revenue paid to the Developer may occur under any of the following circumstances:

8.1 Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all of the City's and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the City's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

8.2 Property Tax Appeal: In the event the Developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of the Property, the Authority shall do the following:

- a. The Authority will remit Tax Increment Revenue reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal;
- b. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is adjudicated;
- c. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or will make payments pursuant to Section 7 of this Agreement.

8.3 Reduction of Property Assessments: If the Authority (i) incurs Administrative Costs on behalf of the Developer with respect to the Project, Site or Application and (ii) the Developer initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for the Project from that projected and along the same term as contained within the Plan, the Developer indemnifies and will fully reimburse the Authority within 30 days of notification from the Authority as to the amount and the due date for all Administrative Costs as defined within the Plan, expenses or reduction in revenue from what was projected as the tax increment capture.

9. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following:

9.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and to demolish the existing buildings on the Property and construct the Project. The Developer intends to transform the property into a new 240,000 square foot speculative industrial building. The new investment planned for this site is approximately \$20,000,000. The redevelopment of the Property shall commence no later than September 30, 2022 and shall be completed no later than December 31, 2023. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

9.2 Employment Opportunities. Make every reasonable effort to work with the City and community employment agencies to hire City residents for new employment opportunities created by the Project, and to encourage the local contracting of construction and site related work.

9.3 Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The redevelopment of the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

9.4 Project Sign. Place on the Property during rehabilitation/redevelopment a development sign provided by the Authority to promote the Project and the Authority's participation in it. Upon completion of the Project, the sign will be returned to the Authority.

9.5 Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

9.6 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

9.7 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees are not paid to the Authority from Tax Increment Revenues, the Developer shall reimburse the Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the Plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expense. Developer shall reimburse the Authority for such expenses within 30 days from the date that the Authority sends an invoice and request for payment to Developer, provided Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from Tax Increment Revenues.

10. Responsibilities of the Authority. In consideration of the preceding commitments of Developer the Authority further agrees to:

10.1 Agency Contacts. Provide Developer with appropriate service/employment agency contacts for the identification of City residents to interview for potential employment; and

10.2 Cooperation. Cooperate and utilize its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

11. Developer's Representations, Warranties and Covenants. The Developer hereby makes the following representations, warranties and covenants:

11.1 Eligible Property. The Property is "eligible property" as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.

11.2 Eligible Costs. The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that it has reasonably determined are "Eligible Costs" within the meaning of Act 381.

11.3 Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

12. Events of Default. Each of the following shall constitute an event of default:

12.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

12.2 The Developer fails to observe or perform any covenant or agreement contained in this Agreement for 30 days after written notice of such failure shall have been given to the Developer by the Authority.

12.3 The Developer abandons or withdraws from the reuse and redevelopment of the Property prior to completion of the Project or indicates its intention to do so.

12.4 The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 78hereof.

12.5 The Developer terminates its existence.

12.6 Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; or the Developer denies that it is bound by this Agreement.

13. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days after written notice of default from the Authority, the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

- (a) Terminate this Agreement effective immediately upon notice to the Developer;
- (b) Receive reimbursement from the Developer for all costs which the Authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and
- (c) All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement, or if Developer otherwise defaults prior to substantial completion of the Project, Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise.

Following a default by Developer, or following expiration or termination of this Agreement for any reason, Developer shall then be responsible for all subsequent Project costs, including Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

14. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible

Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

15. Freedom of Information Act. Developer stipulates that all petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or petitions and supporting documentation.

16. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under the Act by mutual agreement of the parties.

17. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, shall be deemed given when delivered, and shall be sent by personal delivery, overnight courier, or registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: IPUSA Portage 1, LLC
3700 E. Milham Avenue, Portage, Michigan 49002

If to the Authority: City of Portage Brownfield Redevelopment Authority
7900 S. Westnedge Ave
Portage, Michigan 49002

With copy to: Authority Attorney

18. Indemnification. Developer shall defend, indemnify and hold harmless the Authority and the City, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement, and (ii) the Project.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

20. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

21. Waiver. No failure of either party to complain of any act or omission on the part of the other party, no matter how long this same may continue, is considered as a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

22. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

23. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

24. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

25. Definitions. The following capitalized terms are used in this Agreement with the following meanings:

"Administrative Costs" means the Authority's out-of-pocket costs associated with the Project (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Project (including allocation of the fixed costs of the Authority staff.)

"Brownfield Plan" is defined by Section 2(e) of Act 381;

"Due Care Activities" is defined by Section 2(m) of Act 381;

"Eligible Activities" is defined by Section 2(o) of Act 381;

"Eligible Property or Properties" is defined by Section 2(p) Act 381;

"Tax Increment Revenues" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

CITY OF PORTAGE BROWNFIELD
REDEVELOPMENT AUTHORITY

By _____

Title _____

Date _____

DEVELOPER
IPUSA PORTAGE 1, LLC
By: Industrial Partners USA, LLC
Its: Manager

By_____

Title_____

Date_____

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

EXHIBIT A

LEGAL DESCRIPTION OF THE ELIGIBLE PROPERTY

PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, PORTAGE TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1332.65 FEET TO THE WEST 1/8 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 39 MINUTES 17 SECONDS EAST ALONG SAID WEST 1/8 LINE AND THE EAST RIGHT OF WAY OF CONCORD STREET (PUBLIC) A DISTANCE OF 999.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 39 MINUTES 17 SECONDS EAST ALONG SAID WEST 1/8 LINE A DISTANCE OF 1254.55 FEET TO THE SOUTH RIGHT OF WAY OF I-94 (PUBLIC); THENCE EASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 588.24 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 6345.45 FEET, A CENTRAL ANGLE OF 05 DEGREES 18 MINUTES 41 SECONDS, AND A CHORD BEARING NORTH 84 DEGREES 14 MINUTES 24 SECONDS EAST 588.03 FEET; THENCE SOUTH 08 DEGREES 24 MINUTES 57 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 511.31 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 6395.45 FEET, A CENTRAL ANGLE OF 04 DEGREES 34 MINUTES 51 SECONDS, A CHORD BEARING NORTH 79 DEGREES 17 MINUTES 37 SECONDS EAST 511.18 FEET; THENCE SOUTH 52 DEGREES 21 MINUTES 52 SECONDS EAST A DISTANCE OF 235.31 FEET TO THE WEST RIGHT OF WAY OF NYC RAILROAD; THENCE SOUTH 00 DEGREES 37 MINUTES 18 SECONDS WEST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 1124.83 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 734.64 FEET; THENCE SOUTH 78 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 494.25 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 64.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT DESCRIBED AS:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, PORTAGE TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89°19'05" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1332.65 FEET TO THE WEST 1/8 LINE OF SAID SECTION; THENCE CONTINUING SOUTH 89°19'05" EAST ALONG THE SAID SOUTH LINE A DISTANCE OF 1282.65 FEET; THENCE NORTH 00°37'18" EAST A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY OF E. MILHAM AVE.(66'

PUBLIC) AND THE POINT OF BEGINNING; THENCE NORTH 89°19'05" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 93.00 FEET; THENCE NORTH 00°37'18" EAST A DISTANCE OF 154.69 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 27.64 FEET; THENCE NORTH 43°21'29" EAST A DISTANCE OF 30.01 FEET; THENCE NORTH 00°37'18" EAST PARALLEL TO THE WEST RIGHT OF WAY OF NYC RAILROAD A DISTANCE OF 895.09 FEET; THENCE SOUTH 89°19'05" EAST A DISTANCE OF 45.00 FEET TO THE WEST RIGHT OF WAY OF NYC RAILROAD; THENCE SOUTH 00°37'18" WEST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 1072.17 FEET TO THE POINT OF BEGINNING. CONTAINING 55,909 SQUARE FEET OR 1.283 ACRES. SUBJECT TO ANY EASEMENTS, OR RIGHTS OF WAY OF RECORD.

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

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY

Monday July 11, 2022

8:00AM Portage

City Hall Conference Room 1

The City of Portage Brownfield Redevelopment Authority meeting of July 11, 2022 was called to order by Chair Barker at 8:04am.

In Attendance

Adam Herringa, Acting City Manager

Elliott Berlin, City Brownfield Attorney

Andrew Falkenberg, Deputy Assessor

Kelly Peterson, Director of Community Development

Biqi Zhao, Deputy Director of Planning and Zoning

Introductions

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

Roll Call

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

Approval of Minutes

Motion by Mr. Herberg to approve the BRA Meeting Minutes of May 4, 2022. The motion was seconded by Mr. Barker. Motion carried 6-0.

New Business

Attorney Berlin provided a brief overview of the IPUSA Portage, LLC (801 E. Milham) Development Agreement, presented to the Authority for approval following the brownfield plan approval at the May 4, 2022 meeting. Mr. Galin inquired if there were any substantial changes to the project. The applicant's representative Joe Agostinelli confirmed there were none. Mr. Galin moved to approve the development agreement. Mr. Herberg seconded the motion. The Authority voted 6-0 to approve.

Mr. Greg Dobson, representing Tall Timbers Portage LLC (applicant) commenced a presentation on the Tall Timbers brownfield plan submitted to the Authority for review. He provided a brief project history of the collaboration between AVB and Hinman Co. to facilitate Tall Timbers at

3413 W. Centre Ave, which will be a residential-only phase of the existing Greenspire development. Mr. Dobson discussed that the residential project intends to address the City Council's goal of expanding housing availability in Portage, meet a broad range of demographic needs, offers a higher density development with walkable amenities that yields better land use, and will feature key elements including 10% workforce housing units, and LEED Certification that also support the City Council's strategic goals. He detailed some of the residential developments key features and infrastructure in relation to the brownfield application.

The Authority posed several questions about the adjacent state forest land, access management, utilities, green roofs on the top of external garages, property maintenance, site dewatering, and site history. Mr. Lewandowski inquired about the source of contamination. Mr. Dobson noted the presence of arsenic, iron, chromium and lead and confirmed the source was unknown but could be related to a previous use (homes along W. Centre Ave) that were located as late as 1999. He advised the developer intended to obtain the limits of contamination and if possible, scoop and remove them from the site. Mr. Barker inquired about the accrued \$2.3 million in interest in relation to reimbursable activities. Mr. Dobson confirmed the accrued interest would be related to eligible expenses. Mr. Lenehan inquired about the completion date, which was confirmed by the applicant to be Summer 2024, with a phased approach to bringing the residential towers on line to make units available as expeditiously as possible. Project representative Rich MacDonald (Hinman Co.) discussed the involvement of the Michigan Economic Development Corporation (MEDC) from which the applicant will also be seeking approval of a state brownfield plan, and advised that this is one of the first residential-only projects in non-core, non-urban areas in this region that MEDC has expressed a willingness to support.

Mr. Barker inquired about the analyses and impacts to the school millage revenue forgone versus the expected capture from the 180 residential units. Mr. Dobson advised the tax capture doesn't begin until after the 1st year. Mr. Galin advised that funding will be returned to the school district, as is standard, on a per pupil basis. Acting City Manager Herringa advised the Authority that the Administration is supporting this project as an exception to the City's current brownfield redevelopment incentive policy (which currently does not allow for residential projects) as it helps meet City goals, that the City is currently developing an updated policy to accommodate a broader set of needs, noting this project sets a high bar for future projects of this nature. He reminded the Authority that they are not only voting for the project, but also supporting an exception to the current policy in the recommendation to Council.

Mr. Galin inquired if it the Authority was within its rights to vote to approve a project outside of the City's current policy. Attorney Berlin confirmed that the current policy is in the process of being amended, but due to the timing of the applicant's state brownfield application timeline and the policy modifications currently underway, the Authority can be asked to make an exception. Mr. Herberg inquired about a potential date for the modified policy. Acting City Manager Herringa advised that it is anticipated a modified policy would be drafted and shared with the City Council this fall. Mr. Herberg wanted to confirm that there were no legal ramifications for violating or making an exception to the stated policy. Attorney Berlin advised that the City's policy is stricter than what the state brownfield law permits. He advised that as long as the

Authority is complying with the law, an exception to the current policy is effectively a temporary amendment to the policy. This is the same result that would occur if City Council moves to approve the project as an exception to the current City policy. Attorney Berlin advised that all brownfield applications are always discretionary to the Authority and Council. Mr. Herberg asked for confirmation that the Michigan state law currently allows brownfield plans for residential projects. Attorney Berlin confirmed that yes, residential projects are currently allowed within the state law.

Mr. Lewandowski made inquiries about the project's LEED certification components and inquired about use of Consumers Energy Rebates. Mr. Dobson described the focus on mechanical and electrical systems, as well as aspects like green roofs and electric charging stations, and confirmed that the applicant will complete the process for LEED Certification and will consider utilizing rebates where applicable. Mr. Lewandowski inquired about future planned phases. Mr. Dobson described a remaining parcel, known as Phase 8 (located on Parcel B in the proposed brownfield application), approved by the Council that is anticipated to have 120 residential units over 30,000 square feet of retail, and parking which may front W. Centre and create additional walkable, mixed-use amenities in a suburban environment. Attorney Berlin provided clarification to the Authority about Parcel A and Parcel B in the submitted brownfield plan, confirming that the current Development Agreement under review by the Authority only applies to Parcel A, which will be the site of Tall Timbers.

Mr. Lewandowski moved to approve the application for Tall Timbers as presented. Acting City Manager reminded the Authority to make a motion with the recommended language in the City's report, detailing that the application is approved as an exception to the current City policy. Mr. Lewandowski made a motion to approve the project using the recommended motion language which was to approve and recommend to City Council the Tall Timbers Portage LLC brownfield application as an exception to the current City of Portage Brownfield Redevelopment Incentive Policy, with a condition to execute a mutually agreed upon development or reimbursement agreement. Mr. Herberg seconded the motion. The Authority voted to approve 6-0.

The meeting was adjourned at 9:18am.

Respectfully submitted,

K. Peterson
Director of Community Development

CITY OF PORTAGE, KALAMAZOO COUNTY

**RESOLUTION APPROVING AN AMENDED REDEVELOPMENT PLAN
BY ADDING BROWNFIELD PLAN NO. 11 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 _____ 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 the property located at 801 E. Milham in the City of Portage, Kalamazoo County, Michigan (the "Site"), as shown in Figures 1 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 the 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 20 years.

NOW, THEREFORE BE IT RESLOVED 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 or 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)

)

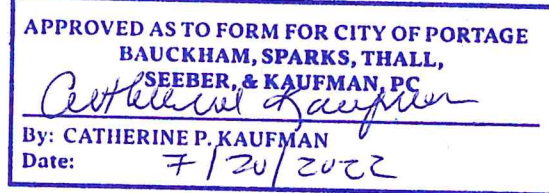
CITY OF PORTAGE)

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 this _____ day of _____ 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 _____ 2022.

Erica Eklov, City Clerk

Patricia M. Randall, Mayor



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Fire Apparatus Maintenance and Police/Fire Vehicle Retrofitting Contract

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

ACTION RECOMMENDED: Approve a one-year contract with Emergency Vehicle Products of Kalamazoo, Michigan, for Fire Division apparatus maintenance and police/fire vehicle retrofitting as-needed, with the option for three one-year renewals, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

In November 2007, the City of Portage awarded a five-year contract with three one-year renewals for police/fire vehicle retrofitting to Emergency Vehicle Products of Kalamazoo, Michigan. In 2015, that contract was extended by mutual consent of both parties and is set to expire on July 31, 2022.

Police and Fire Division vehicles require retrofitting to accommodate department use. Standard retrofitting involves the fabrication and installation of warning sirens, partitions and panels, emergency lighting and colored flashers, as well as specialized electronics wiring for in-car video cameras and K-9 equipment. Specialized training is required to work on certain emergency vehicle components of Fire Division apparatus due to their size and application. The Fire Division has historically solicited bids from third party outside vendors to complete preventative and non-routine maintenance on these vehicles to maintain their state of readiness.

Due to the monetary value over the course of this contract, sealed bids were requested from potential vendors. The Request for Proposal (RFP) was posted to the Kalamazoo Gazette, City of Portage social media (Twitter and LinkedIn), as well as BidNet, to which 56 suppliers were matched and notified. Additionally, two local vendors were notified of this project. One proposal was received from Emergency Vehicle Products (EVP) of Kalamazoo, Michigan. After review, the pricing was determined to be favorable as the labor hourly rates did not increase from the previous contract and that rate is guaranteed not to increase in the next four (4) years. In addition, there is no upcharge for overtime hours and the 30% parts markup is well below industry standards.

It is recommended that City Council approve a one-year contract with Emergency Vehicle Products of Kalamazoo, Michigan, for Fire Division apparatus maintenance and police/fire vehicle retrofitting as-needed, with the option for three one-year renewals, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

FUNDING: The Department of Public Safety - Police and Fire Divisions have sufficient funds in their respective FY22/23 budgets for the maintenance of fire apparatus and the retrofitting of police/fire vehicles.

- Attachments:**
1. Bid Tab
 2. Emergency Vehicle Products, Inc. Bid

**2022 RFP EMERGENCY VEHICLE MAINTENANCE AND REPAIR
PROFESSIONAL SERVICES
PROPOSAL TABULATION**
BID/PROPOSAL OPENING ON JULY 7, 2022 AT 3PM

Emergency Vehicle Products, Inc.
2975 Interstate Pkwy
Kalamazoo, MI 49048

See RFP Exhibit C for Hourly Rates.

Opened by: 
Victoria Barboza, Purchasing Manager

EXHIBIT C – PRICING SCHEDULE

LOT 1: DIVISION A-1			Base Year	1st Option Year	2nd Option Year	3rd Option Year
Item	Unit of Measure	Amount	Unit Price	Unit Price	Unit Price	Unit Price
Standard Hourly Rate	Per Hour	1	\$95	\$100	\$120	\$130
Emergency Hourly Rate	Per Hour	1	\$85	\$85	\$85	\$85
Parts Mark-up (%) . Maximum Percentage Parts Mark-up	Percentage	1	30%	30%	30%	30%
Road Call Hourly Rate	Per Hour	1	\$85	\$85	\$85	\$85
Road Call Overtime Hourly Rate	Per Hour	1	\$85	\$85	\$85	\$85
Preventative Maintenance Services List lump sum price for performing each preventative maintenance service. Unit Price should include all costs.						
1. Rescue Pumpers	Per Apparatus	4	\$2,195	\$2,195	\$2,250	\$2,250
2. 2017 Pierce 107' Aerial	Per Apparatus	1	\$3,200	\$3,200	\$3,500	\$3,500
3. 1998 E-One 100 Aerial	Per Apparatus	1	\$3,200	\$3,200	\$3,500	\$3,500
Road Call						
Minimum Charge			\$85	\$85	\$85	\$85
Hourly Rate			\$85	\$85	\$85	\$85
Overtime Hourly Rate			\$85	\$85	\$85	\$85

LOT 2: DIVISION A-2			Base Year	1st Option Year	2nd Option Year	3rd Option Year
Item	Unit of Measure	Amount	Unit Price	Unit Price	Unit Price	Unit Price
Police Division Vehicle Labor	Per Hour	1	\$85	\$95	\$95	\$100
Parts Mark-up (%) . Maximum Percentage Parts Mark-up	Percentage	1	30%	30%	30%	30%
Fire Division Vehicle Labor	Per Hour	1	\$85	\$95	\$95	\$100
Parts Mark-up (%) . Maximum Percentage Parts Mark-up	Percentage	1	30%	30%	30%	30%

**CITY OF PORTAGE
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL (RFP) COVER PAGE
2022 RFP EMERGENCY VEHICLE MAINTENANCE AND REPAIR**

Submit this Completed Form as the Cover Page of Your Proposal.

Contractor Name: Emergency Vehicle Products, Inc
Address: 2975 Interstate PKwy, Kalamazoo MI 49048
Telephone: 269-342-1845
Website: _____

Representative Authorized to Sign Offer and Contract:

Name: Craig McDonald Title: Owner/President
Email: mbarrett@mcDonaldstowing.com Telephone: 269-808-4800
Address: 2975 Interstate PKwy Kalamazoo MI 49048

Authorized Point of Contact (POC)/Project Supervisor:

Name: Craig McDonald Title: owner/President
Email: mbarrett@mcDonaldstowing.com Telephone: 269-808-4800
Address: 2975 Interstate PKwy Kalamazoo MI 49048

*City communications to Contractor regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

SIGNATURE

I certify that I am authorized to execute and submit this proposal on behalf of the Contractor listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, evaluation criteria, submittal requirements, terms and conditions and any other information provided by the City has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Contractor, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

Craig McDonald
Authorized Representative Signature

7/6/22
Date

EMERGENCY VEHICLE PRODUCTS

2975 Interstate Parkway, Kalamazoo MI 49048

Tel #269-342-1845

July 1, 2022

City of Portage
Dept of Finance and Purchasing
7900 S. Westnedge Avenue
Portage, MI 49002

RE: 2022 RFP Emergency Vehicle Maintenance and Repair

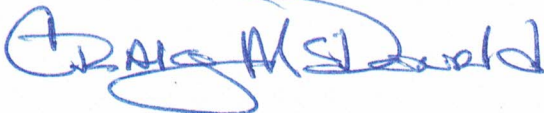
Emergency Vehicle Products, Inc. (EVP) submits the following proposal for RFP Emergency Vehicle Maintenance and Repair. We agree to all terms and conditions of the bid. We currently are and have repaired the listed fire apparatus since 2003. Our current facility will provide the same excellent service above and beyond the specifications, you have become accustomed to.

EVP is an authorized service center for Pierce Manufacturing, for the west side of Michigan. We offer pump testing in house and arial recertification by a third party.

EVP is registered and certified with Central Contractor Database (CCR). This is the primary database for the United States Federal Government, Department of Defense, NASA, DOT, Department of Treasury, VA, etc. Our registration will be supplied upon request.

We thank you for the opportunity to bid this project and look forward to continuing to do business with the City of Portage.

Sincerely,
Emergency Vehicle Products, Inc.



Craig S. McDonald
President

Attachments

- 1.1 Please see attached list of Clients/Similar Projects
- 1.2 Please see attached list of Clients/Similar Projects
- 2. Reference Letters – attached
 - 2.1 Subcontractors
 - 2.1.1 N/A – No subcontractors to be used
 - 2.2 Key Personnel Resumes
 - 2.2.1 Please see attached list of Key Personnel & Experience, w/ Certificates
- 3. Technical Approach
 - 3.1 The company agrees to the requirements in Exhibit A – Statement of Work (SOW) as provided.
 - 3.1.1 No exceptions to any requirements stated in Exhibit A
 - 3.2 Repairs and maintenance per the manufacturer recommendations and procedures and the City of Portage specifications
 - 3.3 Road Calls
 - 3.3.1 Road Service is available
 - 3.3.2 Overtime Road Call Rate: per attached rate schedule
 - 3.3.3 Overtime in Effect: No additional
- 4. Pricing
 - 4.1 Exhibit C – Pricing Schedule attached
- 5. Terms and Conditions/Compliance. Agreed, no exceptions
- 6. YES. Company agrees to City terms and conditions and compliance per the bid specifications, including insurance requirements. No exceptions.

1.2
and
1.3

1.2 Similar Scope of Projects for City Government Clients (list below)

1.3 Clients With Similar Scope to that of City (list below)

Kalamazoo County Sheriff 1500 Lamont Kalamazoo, MI John Goodrich	Police/Specialty Vehicle 2010 – Present 269-929-1433
St. Joseph County Sheriff 650 E. Main Centreville, MI T.J. Baker	Police/Specialty Vehicle 2010 – Present 269-506-9662
Kalamazoo Township Police 1720 Riverview Dr. Kalamazoo, MI Darien Smith	Police/Specialty Vehicle 2015 – Present 269-567-7523
Lawrence Police Dept. 157 N. Paw Paw St. Lawrence, MI Paul Bianco	Police/Specialty Vehicle 2018 – Present 269-539-1580
Lawrence Fire Dept. 205 N. Paw Paw St. Lawrence, MI Mike Anchor	Fire/Specialty Vehicle Build/Rpr/Maint. 2015 – Present 269-674-8833
Oshtemo Fire 7275 W. Main Kalamazoo, MI Greg Macomb	Fire/Specialty Vehicle Build/Rpr/Maint. 2007 – Present 269-216-5245
City of Marshall 1201 Arm St. Marshall, MI Marty Erskine	Fire/Police Specialty Vehicle/Build/Rpr/Maint. 2018 – Present 269-781-3922
Holland Township Fire 353 N. 120 Holland, MI Jim Kohsel	Fire/Specialty Vehicle/Build/Rpr/Maint. 2010 – Present 616-953-9440

2.2

2.2 Key Personnel Assigned to Project (Resumes and Certifications attached)

Ben Hilton

Mechanic with 20(+) years of experience with Fire & Heavy Trucks

Jonathon Hiscock

Mechanic with 25(+) years of experience with Fire & Police Installer

Randy Aho

Mechanic with 20(+) years of experience with Pierce and Fire

Jeff Levandoski

Mechanic with 20(+) years of experience with Fire & Heavy Trucks

Chris Davis

Mechanic with 5(+) years of experience with Fire/Heavy Trucks and Police Vehicles

Jacob Matthies

Installer Police & Lighting with 3 years of experience

EXHIBIT C – PRICING SCHEDULE

LOT 1: DIVISION A-1						
Item	Unit of Measure	Amount	Base Year	1st Option Year	2nd Option Year	3rd Option Year
			Unit Price	Unit Price	Unit Price	Unit Price
Standard Hourly Rate	Per Hour	1	95.00	100.00	120.00	130.00
Emergency Hourly Rate	Per Hour	1	85.00	85.00	85.00	85.00
Parts Mark-up (%).	Percentage	1	30%	30%	30%	30%
Maximum Percentage Parts Mark-up						
Road Call Hourly Rate	Per Hour	1	85.00	85.00	85.00	85.00
Road Call Overtime Hourly Rate	Per Hour	1	N/A	N/A	N/A	N/A
Preventative Maintenance Services						

Preventative Maintenance Services

List lump sum price for performing each preventative maintenance service. Unit Price should include all costs.

1. Rescue Pumps	Per Apparatus	4	2195.00 EA	2195.00 EA	2250.00 EA	2250.00 EA
2. 2017 Pierce 107' Aerial	Per Apparatus	1	3200.00	3200.00	3500.00	3500.00
3. 1998 E-One 100 Aerial	Per Apparatus	1	3200.00	3200.00	3500.00	3500.00
Road Call						
Minimum Charge			85.00	85.00	85.00	85.00
Hourly Rate						
Overtime Hourly Rate			N/A	N/A	N/A	N/A

LOT 2: DIVISION A-2							
Item		Unit of Measure	Amount	Base Year	1st Option Year	2nd Option Year	3rd Option Year
Police Division Vehicle Labor		Per Hour	1	Unit Price 85.00	Unit Price 95.00	Unit Price 95.00	Unit Price 100.00
Parts Mark-up (%).		Percentage	1	30%	30%	30%	30%
Maximum Percentage Parts Mark-up							
Fire Division Vehicle Labor		Per Hour	1	Unit Price 85.00	Unit Price 95.00	Unit Price 95.00	Unit Price 100.00
Parts Mark-up (%).		Percentage	1	30%	30%	30%	30%
Maximum Percentage Parts Mark-up							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Campbell Group 4808 Broadmoor Ave SE Kentwood MI 49512		CONTACT NAME: Sarah Bednarsky PHONE (A/C, No, Ext): 800-748-0351 ext 1379 FAX (A/C, No): 800-847-3129 E-MAIL: sarahbednarsky@thecampbellgrp.com ADDRESS: sarahbednarsky@thecampbellgrp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Fremont Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1953688520 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPP 0102840	12/24/2021	12/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		CAP 0036440	12/24/2021	12/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP 0036534	12/24/2021	12/24/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP 0028840	12/3/2021	12/3/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Garagekeepers OnHook/ Cargo			CPP 0102840	12/24/2021	12/24/2022	1,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OnHook/ Cargo Deduct: \$5,000

Garage Keepers' Locations:
2975 Interstate Parkway; Kalamazoo, MI 49048 - \$1,000,000
2515 Burdick Street; Kalamazoo, MI 49048 - \$100,000
60631 County Rd 365; Lawrence, MI 49064 - \$25,000

See Attached...

CERTIFICATE HOLDER

The City of Portage, It's Agents,
Employees and Elected Officials
7900 South Westledge Avenue
Portage MI 49002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bob R. Kelenberg



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Campbell Group		NAMED INSURED Emergency Vehicle Products, Inc. 2975 Interstate Parkway Kalamazoo MI 49048	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Garage Keepers' Comp Deduct: \$5,000 per auto; \$10,000 max per claim
Garage Keepers' Coll Deduct: \$5,000

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY

---- CG FM 30 (04/14)

- Blanket Additional Insured - By Contract, Agreement or Permit
- Blanket Primary and Non-Contributory
- Blanket Waiver of Subrogation

AUTO LIABILITY

--- CG FM 35 (10/13)

- Blanket Additional Insured - By Contract, Agreement or Permit
- Blanket Primary and Non-Contributory
- Blanket Waiver of Subrogation

EXCESS LIABILITY - Following Form

THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation) are included as additional insured.

Charter **Township** of Kalamazoo

FIRE DEPARTMENT

Emergency: 911
Telephone: (269) 381-8080
Fax: (269) 381-3550

General Fire E-Mail: "Fire@kalamazootownship.org"
Internet: "http://www.kalamazootownship.org/"

1720 Riverview Drive
Kalamazoo, Michigan 49004-1099

July 10, 2006

Craig McDonald
Emergency Vehicle Products
2575 Interstate Parkway
Kalamazoo, Michigan 49048

Dear Craig:

I have reviewed the current maintenance program that Kalamazoo Township Fire Department is working with your company and I find the results very favorable. After our initial inspection and repair of the fleet, we are seeing that our apparatus is available more than what it was previously to you working on it.

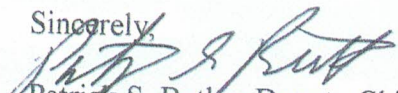
I feel this is due to several reasons: (1) Quality of workmanship and looking at preventing problems rather than waiting repair something after it has failed. (2) Consistency with getting equipment repaired and scheduling equipment in for preventative maintenance.

Kalamazoo Township is very satisfied with the level of service we are receiving on the maintenance of our apparatus. Feel free to use my name if anyone inquires about references regarding the quality of work and service you can provide.

Again, thank you for the great job, I believe we are on the correct track to maintaining our equipment and that is a direct reflection on your professionalism and dedication to the fire service.

BE SAFE

Sincerely,


Patrick S. Butler, Deputy Chief of Operations
Kalamazoo Township Fire Department

"A Quality Township Striving to Meet the Needs of Its Citizens."
Charter Township of Kalamazoo Fire Department

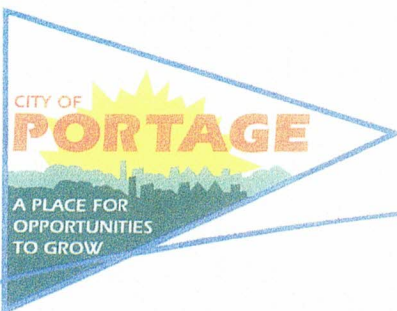
Fire Chief Jack R. Gould / FireChief@kalamazootownship.org / (269)381-8080 ext. 115 / Fax: 381-3550

Fire Marshal/Dep. Chief Ronald R. Farr / FireMarshalChf@kalamazootownship.org / (269)381-8080 ext. 124 / Fax: 381-3550

Northwood Station 1 / Batt. Chief Russell J. Kloosterman / BattChfStation1@kalamazootownship.org / (269)344-1466 / Fax: 344-9904 / 2617 N. Burdick St., Kalamazoo, Mi. 49007

Eastwood Station 2 / Dep. Chief Patrick S. Butler / DepChfStation2@kalamazootownship.org / (269)345-0313 / Fax: 345-6398 / 2703 E. Main St., Kalamazoo, Mi. 49004

Westwood Station 4 / Dep. Chief Michael J. Weidemann / DepChfStation4@kalamazootownship.org / (269)343-1811 / Fax: 343-1713 / 1310 Nichols Rd., Kalamazoo, Mi. 49006



Portage Fire Department

July 6, 2006

To Whom It May Concern;

Please accept this correspondence to serve as a letter of reference for the repair work that is provided by Mc Donald's Towing on our fire apparatus. The City of Portage has been contracting our repair work with Craig Mc Donald for approximately three years now. During this time period, we have experienced an ever increasing amount of in-service operation of our fire apparatus. By this I mean that there has been very limited numbers of events where our apparatus have had to be taken out of service for emergency mechanical issues.

The program that Craig developed for our apparatus involving scheduled routine maintenance, along with our personnel following his recommendation for monthly cleaning, inspecting and lubrication of pump valves, door handles, compartment hinges and slides has also proven very effective in the reduction of maintenance issues.

The entire staff at Mc Donald's Towing that have provided mechanical work on our fleet have been professional, courteous and timely in their repairs. During the three year relationship with Mc Donald's Towing, we have been able to better calculate and estimate needed repairs which has improved our budget forecasting.

If you have any questions concerning the information I have provided you, please feel free to contact me.

Sincerely,

John Podgorski
Deputy Fire Chief/Administration
269-329-4483 Direct Office Line

Cc: Randolph Lawton, Fire Chief

**CITY OF PORTAGE
COMMUNICATION**

TO: City Manager Administration
14, 2006

DATE: September

FROM: John Podgorski, Deputy Fire Chief

SUBJECT: Excellent Customer Service

I encountered a rather unique issue this week, that resulted in a very "positive customer service" outcome for the city. I was notified by the Battalion Chief Tuesday the 12th at approximately 11:50 a.m. that one of our fire apparatus had encountered a mechanical issue involving the loss of diesel fuel and was parked in a business parking lot on S. Westnedge.

Prior to leaving my office, I notified our contract vendor for apparatus maintenance, McDonald's Towing & Rescue. Craig McDonald immediately sent two of his mechanics and a large wrecker to the location of the apparatus to assess the needed repairs. Upon the arrival of the mechanics and wrecker, it was determined that a gasket within the priming valve had deteriorated and would need to be repaired at the shop and not in the parking lot. The mechanic immediately notified Craig McDonald of the parts needed and then proceeded to prepare the fire apparatus for towing. McDonald's personnel also brought additional oil dry material with them to spread on the diesel fuel that spilled to help absorb of it from the parking lot.

By 3:30 that afternoon, approximately 3-1/2 hours after being notified by me, Craig McDonald had the apparatus repaired and ready for service to our community. The unique part of this whole incident, is that this was an unscheduled repair call that he handled along with the completion of scheduled maintenance on another one of our units. I had both apparatus in their appropriate stations ready for use by 4:00 p.m. This resulted in a very limited time period that our fire apparatus were not ready for immediate response to any type of emergency within our city.

I was very impressed by the quick response by McDonald's Towing personnel, including the fact that the foresight was used to send a large wrecker in case repairs could not be made at the location the truck was at, and the fact that they brought along additional absorbing material to minimize the impact of the leaking diesel fuel. Most impressive, was the limited time that the truck was not available for responses in our community.

Cc: Randy Lawton, Fire Chief
Greg Vlietstra, Deputy Director of Purchasing



June 21, 2022

To Whom it may concern,

Whelen Engineering is pleased to announce that Emergency Vehicle Products, located at 2975 Interstate Parkway, Kalamazoo, MI 49048 is a Whelen Authorized Master Distributor with the ability to sell, service and install Whelen products. Emergency Vehicle Products currently employs 2 technicians certified in the latest Whelen Command programming software via Whelen's MasterTech training programs.

If further information is needed, please do not hesitate to contact me.

Sincerely,

Michael Young
Central Regional Sales Manager
Whelen Engineering Company, Inc.
C: 317-361-9343
myoung@whelen.com



HALT FIRE
INCORPORATED

Heroes.
They Deserve The Best

June 30, 2022

City of Portage
Portage, Michigan

Subject: Emergency Vehicle Products

To whom it may concern,

Emergency Vehicle Products, under the ownership of Craig McDonald, is approved through Halt Fire, Inc. to be the Authorized Pierce Service Center for the west side of the lower Peninsula of Michigan.

Emergency Vehicle Products has proven to be a great partner to Halt Fire and has provided exceptional customer service for our west side customers since 2006.

Halt Fire, Inc. is the Authorized Sales and Service Center for Pierce Manufacturing, Inc. and has been representing Pierce Manufacturing, Inc. since 1973. Besides Halt Fire and Emergency Vehicle Products is the only other Authorized Pierce Service Center in the State of Michigan.

Please call if you have any questions.

Sincerely,

Todd Lincoln, President
Halt Fire, Inc.

50168 W. Pontiac Trail • Unit 5
Wixom, MI 48393

Office: 248.669.0800
Facsimile: 248.669.8120



MICHIGAN DEPARTMENT OF STATE

MOTOR VEHICLE REPAIR FACILITY REGISTRATION

DISPLAY IN A CONSPICUOUS PLACE

This motor vehicle repair facility registration is issued to the repair facility named below by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309).

EMERGENCY VEHICLE PRODUCTS INC
EVP
2975 INTERSTATE PKWY
KALAMAZOO MI 49048-9600

REGISTRATION NUMBER: F161733
EXPIRATION DATE: 07/31/2023

MICHIGAN DEPARTMENT OF STATE

MOTOR VEHICLE MECHANIC CERTIFICATE

DISPLAY IN A CONSPICUOUS PLACE

RECERT YEAR

REPAIR SPECIALTY

HDT Engine Repair - Diesel
HDT Drive Train
HDT Brakes and Braking Systems
HDT Suspension/Steering Systems
HDT Electrical Systems



CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED
M272958	01/20/2023	03/16/2022
NAME		
BENJAMIN RICHARD HILTON		

This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.



2019
DIAMOND | **TRUCK**
CERTIFIED

BEN HILTON

Has successfully completed all the requirements and is hereby 2019 certified in the following categories:

- FOUNDATION • BASICS • ELECTRICAL/ELECTRONICS • INTERNATIONAL® TRUCK
- BRAKES • STEERING & SUSPENSION • PERFORMANCE PM • DRIVE TRAIN
- HVAC • MEDIUM DUTY ENGINE • HEAVY DUTY ENGINE


John J. Pfennig Jr.
Director, Global Development

November 1, 2018
Date



0000434233
TMT101803EN



2019
MASTER | **BUS**
CERTIFIED

BEN HILTON

Has successfully completed all the requirements and is hereby 2019 certified in the following categories:

- FOUNDATION • BASICS • ELECTRICAL/ELECTRONICS • IC BUS® • BRAKES BUS
- STEERING & SUSPENSION BUS • DRIVETRAIN BUS • MEDIUM DUTY ENGINE
- 8.8L ENGINE BUS


John J. Pfennig Jr.
Director, Global Development

November 1, 2018
Date



0000434233
TMT101805EN

THIS DOCUMENT HEREBY CONFIRMS

BENJAMIN HILTON

**has successfully completed
the ASE Refrigerant Recovery & Recycling
Review and Quiz.**

November 18, 2015

Identification Number

C268275 MVAC



Timothy A. Zilke
President, ASE

This program meets Section 609 Requirements from the U.S. EPA.

**EVERY
SKILL.**



Ben Hilton
1046561

Has demonstrated skill & knowledge
competencies for :

ISX 15 CM 2250 (2009-37Q)

ISX 15 CM 2350 (2012-22Q)

X 15 CM 2350 (2016-27Q)

Full Service Qualification

May 4, 2018

A handwritten signature in black ink, appearing to read "Brian Bair".

Brian Bair, Cummins Inc.



**EVERY
SKILL.**



Ben Hilton

*Has demonstrated skill & knowledge
competencies for :*

**Mid Range ISB, ISC, ISL
CM2150, CM2250 and CM2350
Full Service Qualification**

September 23rd, 2016

A handwritten signature in black ink, appearing to read 'Ryan Snyder'.

Ryan Snyder
Service Training Instructor
Cummins Inc.



**EVERY
SKILL.**



Ben Hilton

*This certificate of Achievement
has been awarded for the successful
completion of the Cummins Inc. Course on:*

**Cummins ISX15 CM2350 X101
& ISX15 CM2250
Full Service Qualification**

October 7, 2016

A handwritten signature in black ink, appearing to read 'Rodney Nicholson'.

**Rodney Nicholson
SERVICE TRAINING INSTRUCTOR
Cummins Inc.**



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

BEN HILTON

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.



MASTER MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

DIESEL ENGINES

DRIVE TRAIN

BRAKES

SUSPENSION AND STEERING

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING, VENTILATION, AND A/C

PREVENTIVE MAINTENANCE AND INSPECTION

*** ** ** ** **

EXPIRES

JUNE 30, 2022

JUNE 30, 2022

JUNE 30, 2022

JUNE 30, 2022

JUNE 30, 2022

JUNE 30, 2022

JUNE 30, 2022

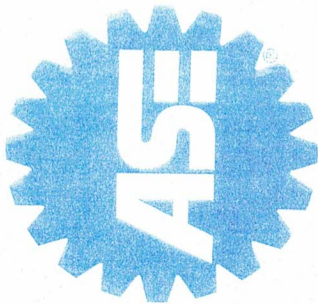
GIVEN THIS 13TH DAY OF JANUARY 2017, AT LEESBURG, VIRGINIA

ASE-1911-8777

ASE IDENTIFICATION NUMBER

Timothy A. Zilke

TIMOTHY A. ZILKE, President



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

BEN HILTON

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

ADVANCED LEVEL SPECIALIST

AREAS OF DEMONSTRATED ACHIEVEMENT

ELECTRONIC DIESEL ENGINE DIAGNOSIS

** ** ** ** **

EXPIRES

JUNE 30, 2022

** ** ** ** **

GIVEN THIS 20TH DAY OF JANUARY 2017, AT LEESBURG, VIRGINIA

ASE-1911-8777

ASE IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A. ZILKE, President



Certificate of Completion

this certifies that

Jonathan Hiscock

has met the standards required for completion of

Section 609 Certification Online Test

3/25/2018

and has successfully passed the Section 609 certification

Passing Score: 84%

Actual Score: 88%

Certificate Number: 1143661

This is a temporary certificate. Expires 90 days after issue. Please notify us if your credentials are not received by mail.

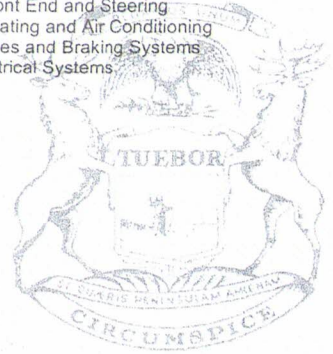
MOTOR VEHICLE MECHANIC CERTIFICATE

DISPLAY IN A CONSPICUOUS PLACE

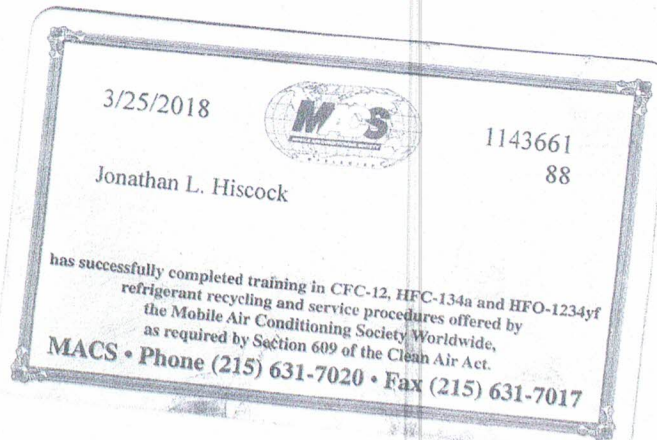
CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED
M235579	12/06/2022	02/22/2022
NAME		
JONATHAN LEE-WILLIAM HISCOCK		

REPAIR SPECIALTY

AUTO Engine Repair
AUTO Front End and Steering
AUTO Heating and Air Conditioning
HDT Brakes and Braking Systems
HDT Electrical Systems

RECERT YEAR

This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.



EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

Jonathan Hiscock

is certified in the areas listed below:

Expires:

08/09/2012

Law Enforcement Vehicle Installation Technician



Stephen Wilde

Stephen Wilde, President

EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

Jonathan Hiscock

is certified in the areas listed below:

expires:

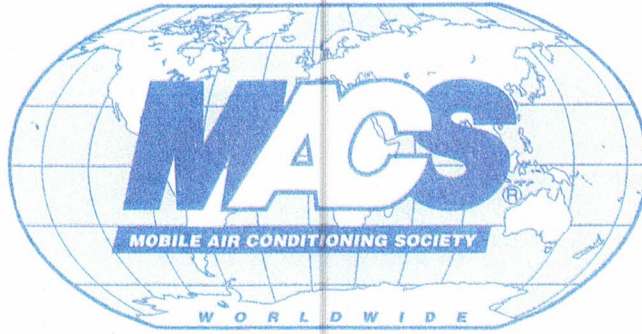
FIRE APPARATUS ELECTRICAL SYSTEMS

08/17/2011



Stephen Wilde

Stephen Wilde, President



3/25/2018

1143661

Jonathan L. Hiscock

has successfully completed training in CFC-12, HFC-134a and HFO-1234yf refrigerant recycling and service procedures offered by the Mobile Air Conditioning Society Worldwide, as required by Section 609 of the Clean Air Act.

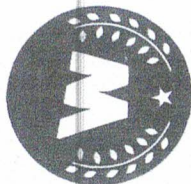


Elvis Hoffpauir, President



WHELEN TRAINING & EDUCATION

Jonathon Hiscock



Is certified in the following...

Whelen Master Technician

Expires 06/30/2022

A handwritten signature in black ink, appearing to read "Bryan M. Mather".

Bryan M. Mather
Technical Training & Customer Service Manager
Wheelen Engineering Company, Inc.

Road Safety[®] CERTIFIED

Jon Hiscock

Successfully demonstrated the expertise required to achieve the status of:

Road Safety Certified Installer

Area of achievement:

Road Safety 4000 Installation

Expires: 5 YEARS

7/25/16

Date presented



Colby Bock, Vice President of
Operations



Certificate of Achievement

Jonathan Hiscock

has been trained and certified on the
in-vehicle installation of the
MK I Arbitrator Digital Video System
by

Panasonic Computer Solutions Company

July 2008

Signature

Greg Perott

National Sales Manager, Arbitrator

Date 07/07/2008

Panasonic ideas for life

bluePRINT[®] TRAINING

Jonathan Hiscock

Emergency Vehicle Products

has attended the necessary bluePRINT Control System training class, dated June, 2020.

SoundOff
Signal[®]

Damon Mirate

Damon Mirate, Lead Product Trainer

MOTOR VEHICLE MECHANIC CERTIFICATE
DISPLAY IN A CONSPICUOUS PLACE

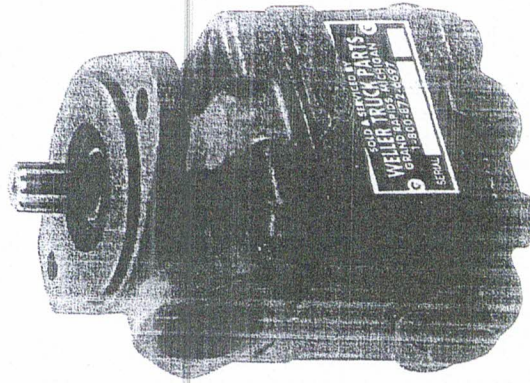
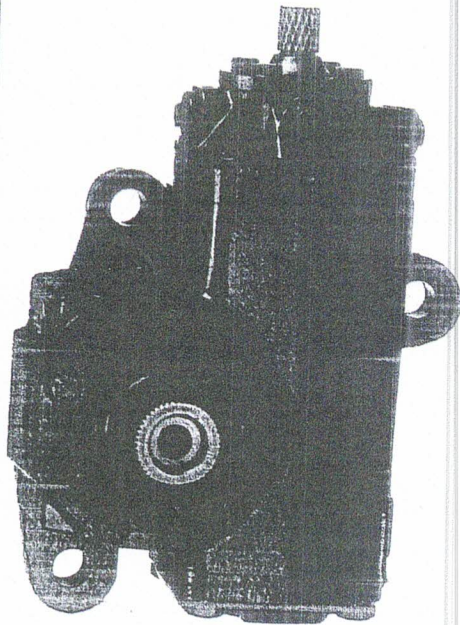
CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED
M151321	05/31/2023	05/31/2022
NAME		
RANDALL ALAN AHO		

Master Heavy Duty Mechanic

- | REPAIR SPECIALTY | RECERT YEAR |
|-------------------------------------|-------------|
| AUTO Engine Repair | |
| AUTO Automatic Transmission | |
| AUTO Manual Trans and Axles | |
| AUTO Front End and Steering | |
| AUTO Heating and Air Conditioning | |
| Pre-1973 Vehicles | |
| Collision-Related Mechanical Repair | |
| Recreational Trailer | |
| HDT Engine Repair- Gasoline | |
| HDT Engine Repair - Diesel | |
| HDT Drive Train | |
| HDT Brakes and Braking Systems | |
| HDT Suspension/Steering Systems | |
| HDT Electrical Systems | |

This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.

CERTIFICATE OF ACHIEVEMENT



This certificate is awarded to

Randy Aho

Steering Familiarization Class

Tom McCarthy

Tom McCarthy—Weller Trainer

March 19, 2014

Date

WELLER
REMAN CENTER

Certificate of Completion

Haldex

Air Brake System-Heavy and Medium Duty Truck

This certifies that:

Randy Aho

Has successfully completed the prescribed course instruction

Lakewood Truck and Trailer Parts

Location

May 7th, 2012

Date

Chuck Cross

Instructor

The Customer Service staff of

Pierce Manufacturing Inc.

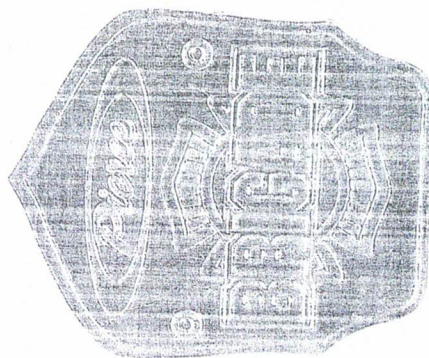
hereby certify that

Randy Aho

has attended the

All Wheel Steer I Maintenance

conducted 12/09/08 through 12/10/08.



Daniel Bailey

Daniel Bailey, Training Coordinator

Pierce

Authorized Sales and Service

The Customer Service staff of

Pierce Manufacturing Inc.

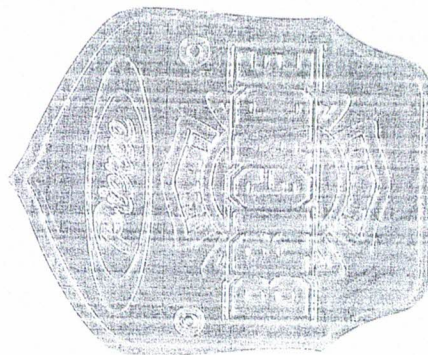
hereby certify that

Randy Aho

has attended the

PUC Maintenance

conducted 10/10/2008 through 10/10/2008.



Daniel Bailey

Daniel Bailey, Training Coordinator

Pierce

Authorized Sales and Service

The Customer Service Staff of

Pierce Manufacturing Inc.

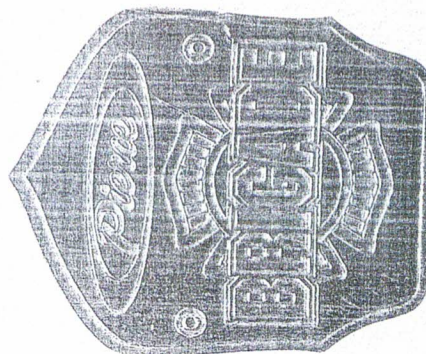
hereby certify that

Randy Aho

has attended the

Preventive Maintenance

conducted 10/10/2008 through 10/10/2008.



Daniel Bailey

Daniel Bailey, Training Coordinator

Pierce

Authorized Sales and Service



This is to certify that

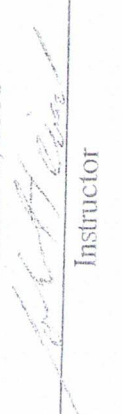
Randy Aho

Has successfully completed

Annual Inspection Certification Training

Has completed the required training at FVTC to perform annual inspections in accordance with the inspection criteria set forth in FMCSR Part 393, Part 396.17, 3.96.19, 396.21, 396.23 and Appendix G to Sub Chapter B.

On October 8, 2008


Instructor

The Customer Service staff of

Pierce Manufacturing Inc.

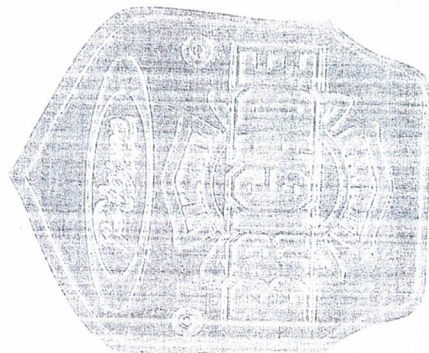
hereby certify that

Randy Aho

has attended the

Command Zone II

conducted 10/8/2008 through 10/9/2008.



Daniel Bailey

Daniel Bailey, Training Coordinator

Pierce

Authorized Sales and Service

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

has attended the

Air Conditioning Troubleshooting Training

conducted 11/14/2007 through 11/14/2007.



Authorized Sales and Service

David Hargbell

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

Hall Fire Inc

has completed the

**Comprehensive Springboard Parts & Policy
Certification**

conducted August 2007.



Authorized Sales and Service

David Hargrave

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby states that

Randy Aho

is now certified in the service of

Side Roll Protection

Training conducted 8/1/2007 through 8/3/2007.



Authorized Sales and Service

David Hargbell

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

has attended the

Command Zone "D" Module Training

conducted 8/1/2007 through 8/3/2007.



Authorized Sales and Service

David Hargbold

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

has attended the

TAK-4 Suspension Maintenance Training

conducted 11/3/2006 through 11/3/2006.



Authorized Sales and Service

David Hargbrett

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

has attended the

Chassis Electrical Training

conducted 11/1/2006 through 11/2/2006.



Authorized Sales and Service

David Hanzfeldt

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

has attended the

Policy Certification Training

conducted 10/31/2006.



Authorized Sales and Service

David Hargreaves

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

has attended the

Warranty Certification Training

conducted 2/20/2004.



Authorized Sales and Service

David Hargreaves

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Randy Aho

has attended the

Service Parts Certification Training

conducted 2/19/2004.



Authorized Sales and Service

David Hargfeld

Director of Training

MICHIGAN CENTER FOR TRUCK SAFETY

awards this certificate to

Randy Aho

Computer and Engineering Services

for successful completion of the

PERIODIC INSPECTION TRAINING SEMINAR

MAY 1 - 3, 2001

Michael T. Inghin, Instructor

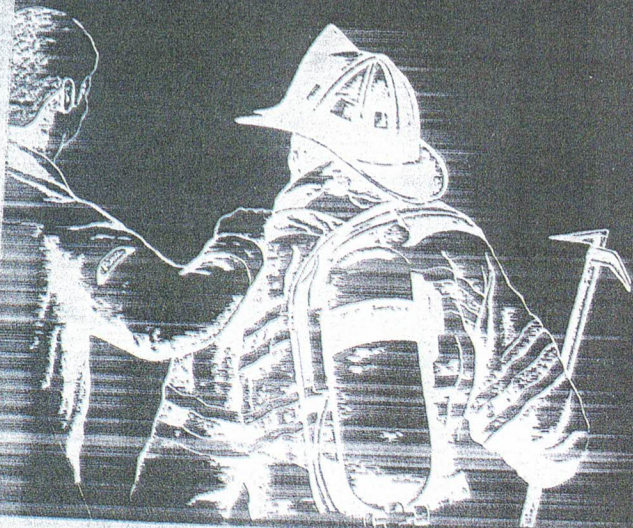


*Central Region
Service Representative of the Year*

Presented to

RANDY AHO

*For your exemplary efforts and knowledge as
a Pierce Service Representative.*



*"One must spend time in gathering
knowledge to give it out richly."*

~Edward C. Steadman



Emergency Vehicle Technician

Certification Commission, Inc.



Jeffrey Levandoski

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Fire Apparatus

Allison Automatic Transmissions

Expires:

06/16/2023

06/11/2021

Kevin Roberts, President

This is to certify that

JEFF LEVANDOSKI

of

WILLIAMS DETROIT DIESEL-ALLISON

*has successfully completed
a training program on*

WORLD TRANSMISSION OVERHAUL

April 8, 1997

through

April 11, 1997

CONDUCTED BY

WILLIAMS DETROIT DIESEL-ALLISON MIDWEST, INC.

Alan W. Cable





DETROIT DIESEL



TRAINING CENTER

This is to certify that
Jeff Levandoski

of

Williams Detroit Diesel

has successfully completed a
course of instruction on

Series 2000 Overhaul

this 22nd day of October, 1999

Bob Stewart
TRAINER

T.A. Caruana
THOMAS A. CARUANA
Manager

Jeffery A. Moses
JEFFERY MOSES
Administrator

Mike Stewart
MIKE STEWART
UAW Training Coordinator

SERIES 60 CERTIFICATIONS



SERIES 60 SYSTEMS CERTIFIED

SERIES 60 EXPERT CERTIFIED



This is to certify that

JEFF LEVANDOSKI

of

WILLIAMS DETROIT DIESEL-ALLISON

*has successfully completed an
Accredited Training Program on*

DDEC III, 50/60 SERIES TROUBLESHOOTING & MAINTENANCE

April 22, 1996

through

April 24, 1996

CONDUCTED BY

Williams Detroit Diesel-Allison

Earl Perry

INSTRUCTOR



T.A. Caruana

THOMAS A. CARUANA
MANAGER

TRAINING & ORGANIZATIONAL DEVELOPMENT
DETROIT DIESEL CORPORATION

Dave Andrus

DAVE ANDRUS
ADMINISTRATOR
PRODUCT TRAINING
DETROIT DIESEL CORPORATION

Certificate

Mr. **JEFFREY LEVANDOSKI**

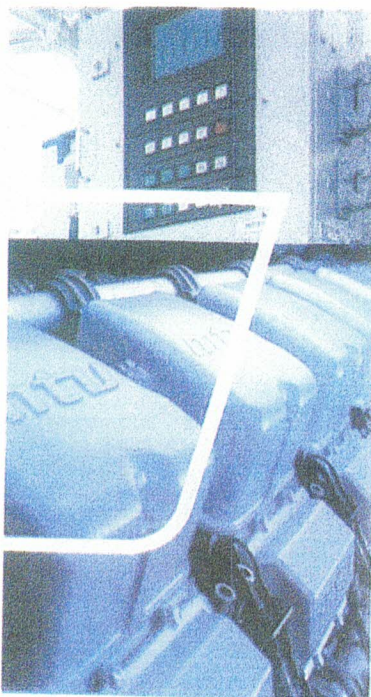
of **W. W. Williams Company**

attended from **April 30, 2007**
to **May 4, 2007**

a full-time course on **M1/E MDEC/C&I**
course Number **2007D029**

including the following topics

Design and function of MDEC
Troubleshooting/fault codes
Component replacement
Handling of dialogue system and
Service tools
System check
Test (verification of success)



Detroit, May 4, 2007

David W. Sears
VP Customer Assurance

Wolfgang Griener
Manager of Training

Trainer



DETROIT DIESEL



Certificate

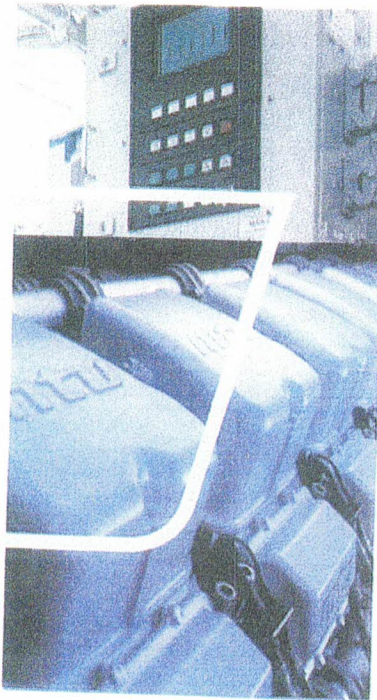
Mr. **JEFF LAVANDOSKI**

of **W. W. Williams Company**

attended from **July 10, 2006**
to **July 14, 2006**

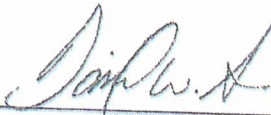
a full-time course on **Mercedes-Benz Full Service for
Series 457/460 and Series 500**

including the following topics

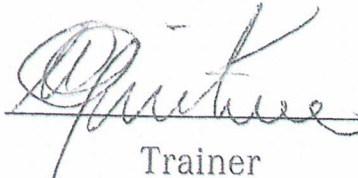


- Mercedes-Benz engine program overview
- Technical engine data overview
- Design group structures, SA (special options) structures
- DCX Service Literature
- Fluids and lubricants overview
- Explanation of PLD and ADM systems
- Explanation of diagnostic tool Mini-Diag 2
- Mini-Diag 2 diagnostic exercises (electronic troubleshooting)
- Special tools overview
- Maintenance and adjustment routines
- Fuel system explanation
- Intake and exhaust system explanation
- Turbocharger and CAC system overview
- Lubrication system overview
- Cooling system overview
- R&R of engine components such as:
Cylinder heads, piston and liner, front/rear crank seal, oil pan etc.

Detroit July 14, 2006


David W. Sears
VP Customer Assurance


Wolfgang Griener
Manager of Training


Trainer



DETROIT DIESEL



Certificate of Completion

In honor of outstanding performance and dedication
we gladly present this award to

Jeff Levandoski

Restoration Diesel, LLC

*for completion of the requirements for Fire Apparatus Maintenance
and Fire Pump Testing with the
Draft Commander 3000® Mobile Fire Pump Testing & Training unit
per NFPA 1911-2012 Standards*

Authorized by: SA J

Steven Robertson, Weis Fire & Safety Equipment Co., Inc.
Draft Commander Manufacturer/Sales/Training

Date of award: _____

July 20, 2016



MICHIGAN DEPARTMENT OF STATE

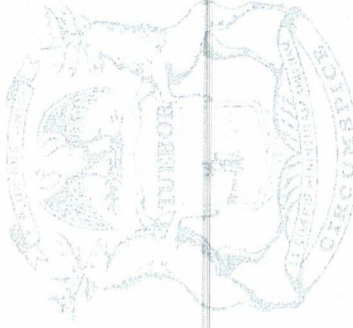
MOTOR VEHICLE MECHANIC CERTIFICATE

DISPLAY IN A CONSPICUOUS PLACE

CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED
M223566	02/05/2023	03/03/2022
NAME		
JEFFREY M LEVANDOSKI		

REPAIR SPECIALTY
HDT Engine Repair - Diesel

RECERT YEAR



This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.

Emergency Vehicle Technician

Certification Commission, Inc.



Chris Davis

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Fire Apparatus

Expires:

11/17/2022

Stephen Wilde
Stephen Wilde, President

Emergency Vehicle Technician

Certification Commission, Inc.



Chris Davis

is certified in the areas listed below:

Law Enforcement Vehicle Installation Technician

Expires:
11/17/2022

Stephen Wilde
Stephen Wilde, President



WHELEN TRAINING & EDUCATION

Jacob Matthies



Is certified in the following...

Whelen Master Technician

Expires 6/30/2023

Austin Cobb

Austin Cobb
Senior Training Specialist
Whelen Engineering Company, Inc.

bluePRINT[®] TRAINING

Jacob Matthies

Emergency Vehicle Products

has attended the necessary bluePRINT Control System training class, dated June, 2020.

SoundOff
Signal III[®]

Damon Mirate

Damon Mirate, Lead Product Trainer

Certificate of Achievement

Craig McDonald

has been trained and certified on the
in-vehicle installation of the
MK I Arbitrator Digital Video System
by

Panasonic Computer Solutions Company

July 2008

Signature

Grieg Peratt

National Sales Manager, Arbitrator

Date 07/07/2008

Panasonic ideas for life

EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

Craig McDonald

is certified in the areas listed below:

expires:

08/25/2010

LAW ENFORCEMENT VEHICLE INSTALLATION
TECHNICIAN



Stephen Wilde

Stephen Wilde, President

EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

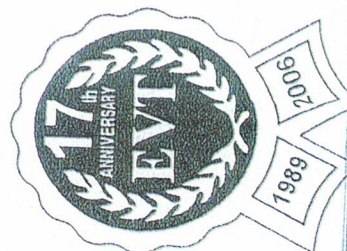
Craig McDonald

is certified in the areas listed below:

expires:

08/17/2011

MANAGEMENT-LEVEL 1 SUPERVISOR



Stephen Wilde

Stephen Wilde, President

DESIGN
RESERVED

LITHO IN

EMERGENCY VEHICLE TECHNICIAN CERTIFICATION COMMISSION, INC.

Craig McDonald

is certified in the areas listed below:

AMBULANCE ELECTRICAL SYSTEMS

expires:

08/17/2011



Stephen Wilde

Stephen Wilde, President

EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

Craig McDonald

is certified in the areas listed below:

Fire Pumps and Accessories

Fire Apparatus Electrical Systems

Expires:

08/06/2014

08/06/2014



Stephen Wilde

Stephen Wilde, President

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Sole Source Purchase of 800 MHz Dual-Band Radios

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

ACTION RECOMMENDED: Approve the sole source purchase of 800 MHz Dual-Band Radios from Motorola Solutions/Roe-Comm in the amount of \$445,248.07, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

Effective radio communications are essential for firefighters to safely operate at fire/rescue incidents. It is equally important that our Police and Fire Divisions are able to effectively communicate with one another. The Fire Division's current fleet of radios is over 15 years old, and the majority can no longer be repaired and must be replaced when they fail. The Kalamazoo County Central Dispatch Authority (KCCDA) continues to maintain VHF radio communications for a majority of the fire agencies in the county. However, they have indicated that in an effort to standardize communications across the county, they would like to have all fire agencies on the 800 MHz system in the near future. Additionally, the Portage Police Division is currently utilizing VHF communications and is slated to transfer over to the 800 MHz system by the end of 2022.

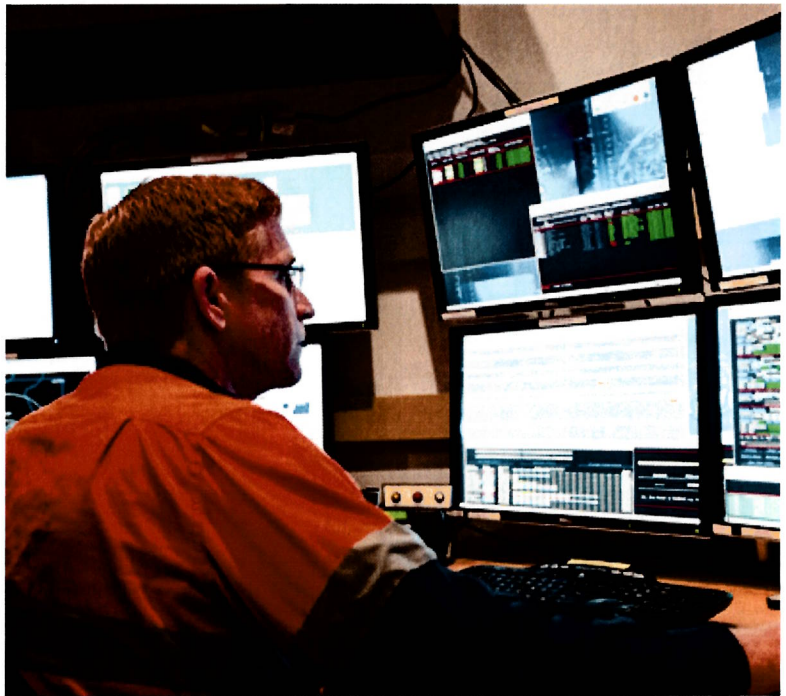
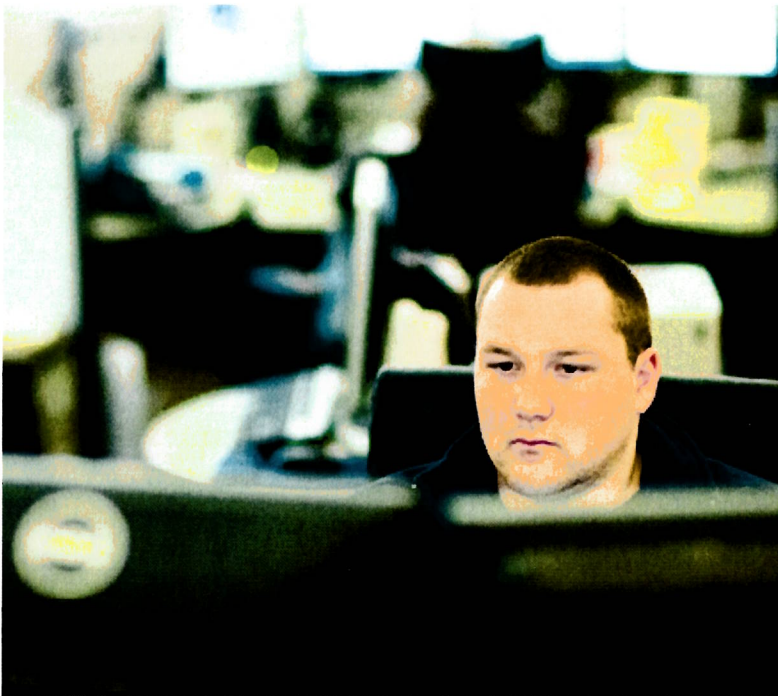
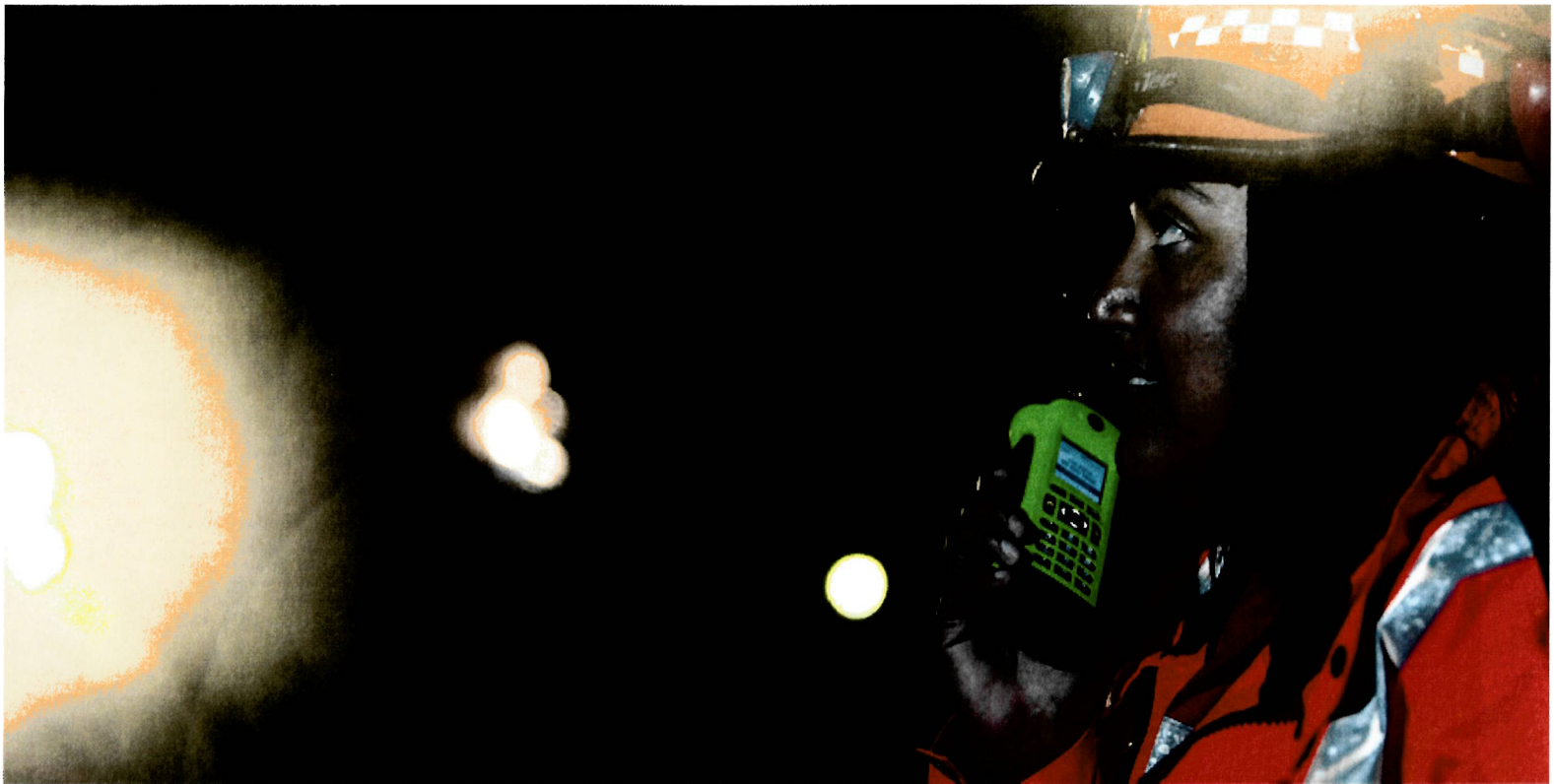
The transition to the 800 MHz system will not only address the end-of-life concerns with our current communications equipment, but also allow for better communication between divisions, as well as with the City of Kalamazoo during mutual/automatic aid responses and will also put Portage in a better position with the inevitable transition to the 800 MHz system for all fire agencies. Alternatives would be to purchase a brand other than Motorola; however, in addition to compatibility issues, this will lead to increased labor costs to install as all fire apparatus currently utilize Motorola technology and would have to be completely re-configured for a different system leading to high installation and ultimately higher overall project costs.

The Portage Fire Division attempted to search for potential providers of these 800 MHz radios but was unsuccessful due to Motorola having established pricing for all distributors of its products in the State of Michigan through the Michigan Delivering Extended Agreements Locally (MiDEAL) program. Through this program, the State of Michigan negotiated with Motorola that all distributors must sell Motorola products at contract pricing. (MiDEAL # 35115 – STATE OF MICHIGAN, MA# 190000001544 (Michigan MiDEAL State Contract Pricing)).

It is recommended that City Council approve the sole source purchase of 800 MHz dual-band radios from Motorola Solutions/Roe-Comm in the amount of \$445,248.07, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

FUNDING: The replacement of the Fire Division radio communications has been approved in the FY 2022-23 CIP Budget (400-3345-732.9501-23FD02).

Attachments: 1. Mototrola Quote



PORTAGE, CITY OF

05/26/2022

05/26/2022

PORTAGE, CITY OF
7900 S WESTNEDGE AVE
PORTAGE, MI 49081

Dear ,

Motorola Solutions is pleased to present PORTAGE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

35115 - STATE OF MICHIGAN, MA# 190000001544 (Michigan MiDeal State Contract Pricing)

This information is provided to assist you in your evaluation process. Our goal is to provide PORTAGE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Rick Hochstedler at rhochstedler@roecomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Rick Hochstedler

Motorola Solutions Manufacturer's Representative

Billing Address:
 PORTAGE, CITY OF
 7900 S WESTNEDGE AVE
 PORTAGE, MI 49081
 US

Quote Date:05/26/2022
 Expiration Date:08/24/2022
 Quote Created By:
 Rick Hochstedler
 rhochstedler@roecomm.com

End Customer:
 PORTAGE, CITY OF

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000					
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	50	\$7,108.00	\$4,975.60	\$4,975.60	\$248,780.00
1a	H869BW	ENH: MULTIKEY	50	\$363.00	\$254.10	\$254.10	\$12,705.00
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	50	\$567.00	\$396.90	\$396.90	\$19,845.00
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	50	\$330.00	\$231.00	\$231.00	\$11,550.00
1d	Q15AJ	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	50	\$879.00	\$615.30	\$615.30	\$30,765.00
1e	QA05509AA	DEL: DELETE UHF BAND	50	-\$800.00	-\$560.00	-\$560.00	-\$28,000.00
1f	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	50	\$0.00	\$0.00	\$0.00	\$0.00
1g	H38BS	ADD: SMARTZONE OPERATION	50	\$1,650.00	\$1,155.00	\$1,155.00	\$57,750.00
1h	QA01427AG	ALT: APX8000/XE HOUSING GREEN	50	\$28.00	\$19.60	\$19.60	\$980.00
2	LSV00Q00202A	DEVICE PROGRAMMING	50	\$75.00	\$75.00	\$75.00	\$3,750.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
3	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	50	\$665.28	\$498.96	\$498.96	\$24,948.00
4	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	18	\$179.30	\$134.48	\$134.48	\$2,420.64
5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$169.56	\$127.17	\$127.17	\$508.68
6	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	3	\$1,420.20	\$1,065.15	\$1,065.15	\$3,195.45
	APX™ 8500						
7	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	4	\$5,667.00	\$3,966.90	\$3,966.90	\$15,867.60
7a	G851AG	ADD: AES/DES-XL/DES- OFB ENCRYPT APX AND ADP	4	\$879.00	\$615.30	\$615.30	\$2,461.20
7b	G832AD	ADD: SPKR 7.5W WTR RST APEX	4	\$67.00	\$46.90	\$46.90	\$187.60
7c	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	4	\$110.00	\$77.00	\$77.00	\$308.00
7d	G51AT	ENH:SMARTZONE	4	\$1,650.00	\$1,155.00	\$1,155.00	\$4,620.00
7e	GA05509AA	DEL: DELETE UHF BAND	4	-\$800.00	-\$560.00	-\$560.00	-\$2,240.00
7f	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	4	\$0.00	\$0.00	\$0.00	\$0.00
7g	G89AC	ADD: NO RF ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00	\$0.00
7h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00	\$0.00
7i	G67EH	ADD: REMOTE MOUNT E5 MP	4	\$327.00	\$228.90	\$228.90	\$915.60
7j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	4	\$0.00	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
7k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4	\$567.00	\$396.90	\$396.90	\$1,587.60
7l	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$717.00	\$501.90	\$501.90	\$2,007.60
7m	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$55.30	\$55.30	\$221.20
7n	W969BG	ADD: MULTIKEY OPERATION	4	\$363.00	\$254.10	\$254.10	\$1,016.40
7o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	4	\$330.00	\$231.00	\$231.00	\$924.00
8	LSV00Q00202A	DEVICE PROGRAMMING APX™ 8500	4	\$75.00	\$75.00	\$75.00	\$300.00
9	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	3	\$5,667.00	\$3,966.90	\$3,966.90	\$11,900.70
9a	G851AG	ADD: AES/DES-XL/DES- OFB ENCRYPT APX AND ADP	3	\$879.00	\$615.30	\$615.30	\$1,845.90
9b	G832AD	ADD: SPKR 7.5W WTR RST APEX	6	\$67.00	\$46.90	\$46.90	\$281.40
9c	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	3	\$110.00	\$77.00	\$77.00	\$231.00
9d	G609AC	ADD: REMOTE MOUNT CABLE 50 FT APX	3	\$39.00	\$27.30	\$27.30	\$81.90
9e	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	3	\$17.00	\$11.90	\$11.90	\$35.70
9f	G51AT	ENH:SMARTZONE	3	\$1,650.00	\$1,155.00	\$1,155.00	\$3,465.00
9g	GA00092AU	ADD: APXM DUAL E5 CH	3	\$627.00	\$438.90	\$438.90	\$1,316.70
9h	GA05509AA	DEL: DELETE UHF BAND	3	-\$800.00	-\$560.00	-\$560.00	-\$1,680.00
9i	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	3	\$0.00	\$0.00	\$0.00	\$0.00
9j	G89AC	ADD: NO RF ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00	\$0.00
9k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
9l	G67EH	ADD: REMOTE MOUNT E5 MP	3	\$327.00	\$228.90	\$228.90	\$686.70
9m	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	3	\$0.00	\$0.00	\$0.00	\$0.00
9n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	3	\$567.00	\$396.90	\$396.90	\$1,190.70
9o	GA01670AA	ADD: APX E5 CONTROL HEAD	3	\$717.00	\$501.90	\$501.90	\$1,505.70
9p	W22BA	ADD: STD PALM MICROPHONE APX	6	\$79.00	\$55.30	\$55.30	\$331.80
9q	W969BG	ADD: MULTIKEY OPERATION	3	\$363.00	\$254.10	\$254.10	\$762.30
9r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	3	\$330.00	\$231.00	\$231.00	\$693.00
10	LSV00Q00202A	DEVICE PROGRAMMING	3	\$75.00	\$75.00	\$75.00	\$225.00

Grand Total

\$440,248.07(USD)

Notes:

Installation
@ EVP
not to exceed \$5,000
= \$445,248.07

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Ice Control Salt Purchase

SUPPORTING PERSONNEL: Rodney Russell, Director of Public Works

ACTION RECOMMENDED: Award contracts in the amount of \$107,967 (\$63.51 per ton for 1,700 tons) for early delivery ice control salt from Detroit Salt and in the amount of \$66,480 (\$66.48 per ton for 1,000 tons) for seasonal backup ice control salt on an as-needed basis from Detroit Salt, and authorize the City Manager to execute all documents related to these contracts on behalf of the city.

Each year, the city participates in the Michigan Delivering Extended Agreements Locally (MiDEAL) program for the procurement of winter ice control salt. The purchasing program provides the city with excellent economic savings due to the large-volume purchasing power of the State of Michigan. The state ice control salt bids are structured for early deliveries, as well as for seasonal backup quantities delivered on an as-needed basis. Salt continues to be the most cost-effective deicing agent for assuring safe roadway travel during the winter months.

In FY 2021-2022, the city purchased 1,400 tons of ice control salt at \$62.26 per ton for the early release and 1,500 tons at \$67.98 per ton for the seasonal backup. For FY 2022-2023, \$453,800 has been appropriated for the purchase of salt with funds being used from Act 51 - Michigan Transportation Funds.

It is recommended that City Council award contracts in the amount of \$107,967 (\$63.51 per ton for 1,700 tons) for early delivery ice control salt from Detroit Salt and in the amount of \$66,480 (\$66.48 per ton for 1,000 tons) for seasonal back-up ice control salt on an as-needed basis from Detroit Salt, and authorize the City Manager to execute all documents related to these contracts on behalf of the city.

FUNDING: Fund are budgeted and available for this purchase in the FY 2022-2023 Major and Local Streets budgets.

Attachments: None

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Cooley Drive Reconstruction Project - Tabulation of Proposals

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Award a contract to perform engineering services for the Cooley Drive Reconstruction Project to Prein&Newhof, Kalamazoo, Michigan in the amount not to exceed \$136,600 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The Fiscal Year 2022 – 2023 Capital Improvement Program budget includes funding for the Major Street Reconstruction Program. Major street reconstruction projects are selected based on pavement condition, average daily traffic, federal aid eligibility, as well as potential development activities. Future work will focus on preserving and restoring pavement conditions on major streets, which will allow additional roadway mileage to be restored yearly. Cooley Drive from West Centre Avenue to Old Centre Road is included in the Major Street Reconstruction Program. The project cost is \$785,000 and will be financed through the Municipal Street Fund.

On July 14, 2022, three proposals were received for design and construction engineering services for the Cooley Drive Reconstruction Project. Based upon review of the proposals, staff has determined that the proposal of Prein&Newhof best fits the needs of the project. Prein&Newhof has significant experience with the city's policies and procedures and is pre-qualified with the Michigan Department of Transportation.

It is recommended that City Council award a contract to Prein&Newhof to perform engineering services for the Cooley Drive Reconstruction Project in the amount not to exceed \$136,600 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funds are available through the FY 2022-2023 Capital Improvement Program.

Attachments: 1. PCES For Cooley Drive Reconstruction - Tabulation of Proposals

2022 RFP - PCES FOR COOLEY DRIVE RECONSTRUCTION
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
PROPOSAL TABULATION
PROPOSAL OPENING ON JULY 14, 2022 AT 3 PM

Prein&Newhof 1707 South Park St, Ste 200 Kalamazoo, Michigan, 49001	\$	136,600.00
Williams & Works 549 Ottawa Ave NW, Ste 310 Grand Rapids, Michigan, 49503	\$	152,800.00
Abonmarche 700 Mall Drive, Ste C Portage, Michigan, 49024	\$	214,700.00

Opened by: _____



Victoria Barboza, Purchasing Manager

Minutes of Boards & Commissions

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

City of Portage
Historic District Commission
Wednesday, May 4, 2022
City Hall Conference Room 2

Meeting Called to Order: 8:35am Chair Katie VanLonkhuyzen called the meeting to order.

Members Present: Nick Meyle, Laura Glass, Katie VanLonkhuyzen, Becky Lopez, and Suzanne M. Nemeth

Members Absent (excused): Jessie Duniphin and Martha Deming Maytnier

Staff: Biqi Zhao, Deputy Director of Planning and Zoning, and Daniel Harrington, City Planner-GIS

Approval of Minutes: Nick Meyle made the motion, seconded by Laura Glass, to approve the April 6, 2022, meeting minutes as submitted; motion approved 5-0.

Discussion:

- Draft sample letter to HD property owners: HDC had a brief discussion and confirmed the Portage Historic District was created in 1991. Becky Lopez made the motion, seconded by Laura Glass, to approve the sample letter to HD property owners, and HDC & staff will sign each letter in next (June 1st) HDC meeting. Motion approved 5-0.
- Draft HDC Annual Report to City Council: May 24th, 2022, City Council meeting: HDC reviewed and approved the annual report to be submitted to May 24th City Council Meeting. Chair Katie VanLonkhuyzen will attend the City Council meeting to present the annual report. Katie VanLonkhuyzen suggested updating *Where the Trails Crossed* book and draft design guidelines for HD. Staff responded to add these to FY 2022-2023 HDC Goals and Objectives. HDC brainstormed on how to update *Where the Trails Crossed* book and how to sell/donate the current version hard copies of the book. HDC inquired if the City can pay the cost of printing hard copies of new version of the book and hiring a graphic designer. Staff responded to check with the City.
- Historic Preservation Presentation: Staff Biqi Zhao asked HDC to contribute pictures for the flyer in Portager for Historic Preservation presentation on May 21st as staff couldn't get Steve Rossio's response. Martha Deming Maytnier presented her slide of Steve Rossio's photo published on the cover of Encore Magazine, and HDC decided to use this slide for the flyer of Historic Preservation presentation to be published on Portager.

New Business:

Public Comments:

Member Comments:

- Laura Glass reported to HDC of the participation of May 1st Green-A-Thon Event and stated that HDC handed out the flyers for May 21st presentation, made good connections, and received an inquiry from Parks & Recreation's staff for bike trail program connecting Historic District. HDC opposed to have bike trails through Historic District homes since most of them are private residences. HDC would support bike trails to connect the City's historical cemeteries and other historical sites.
- Katie VanLonkhuyzen read Jessie Duniphin's email for May 21st event preparation and to support Parks & Recreation Fall Festival on September 18th. HDC requested the City for video recording Steve's presentation as HDC document on the City's website. HDC also requested to open the historical buildings

in Celery Flats Park after the presentation for this event. HDC volunteers will be present for each building that is available to tour. Staff Biqi Zhao responded to check with the City for these requests.

- Nick Meyle inquired on the rehabilitation of 1521 East Centre Avenue. Staff Biqi Zhao will check the record if the rehabilitation has no change to the original materials and design/appearance of the building.
- Staff Biqi Zhao circulated the information on Historic Preservation Network annual statewide conference on May 11-14, 2022, Holly, Michigan, Michigan Historic Network 2020 Annual report, and Historic Resource Council 2021 directory and this information can be obtained from their website.
- Staff Daniel Harrington mentioned CDBG program and Housing Mileage might be good resources for rehabbing historical properties.

Adjournment: There being no further comments or business, Nick Meyle made the motion to adjourn the meeting at 9:15 a.m. Becky Lopez seconded the motion.

Respectfully submitted,

A handwritten signature in cursive script that reads "Biqi Zhao".

Biqi Zhao, Ph.D., AICP
Deputy Director of Planning and Zoning

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT Rezoning Application #21/22-2 and Tentative Plan for Woodway Condominiums at 7425
: Oakland Drive

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: Subsequent to the public hearing, consider approving Rezoning Application #21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive.

Overview

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

Proposed Development

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

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

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

The buildings would be located 42 feet from the front lot line (Oakland Drive), 53 feet from the northern lot line, 20 feet from the east lot line, and 10 feet from the southern lot line. A proposed driveway off Oakland Drive will provide access to the entire development for vehicular access, as well as a sidewalk

connecting to Oakland Drive for pedestrian access. Landscaping will be provided around the primary driveway and throughout the entire site. Landscape screening is also proposed between the southern property line and the proposed condominiums.

Rezoning to Planned Development

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

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

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

Public Hearings

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

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

The requested information was provided to the Commission in a memo prior to the June 2, 2022, Planning Commission meeting. The information is summarized below, and the full memo and data are provided as an attachment to this agenda item. The Commission requested information regarding the density of existing condominiums along Oakland Drive, specifically 'Whisper Rock Condominiums', 'Eagle Meadows Condo', and 'The Village at Brighton Lane'. The density, acreage, and total units of those condominium projects (as well as the proposed Woodway Condominiums for comparison) are shown here:

Whisper Rock Condominiums

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

The Village at Brighton Lane

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

Eagle Meadows Condo

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

Proposed Woodway Condominiums

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

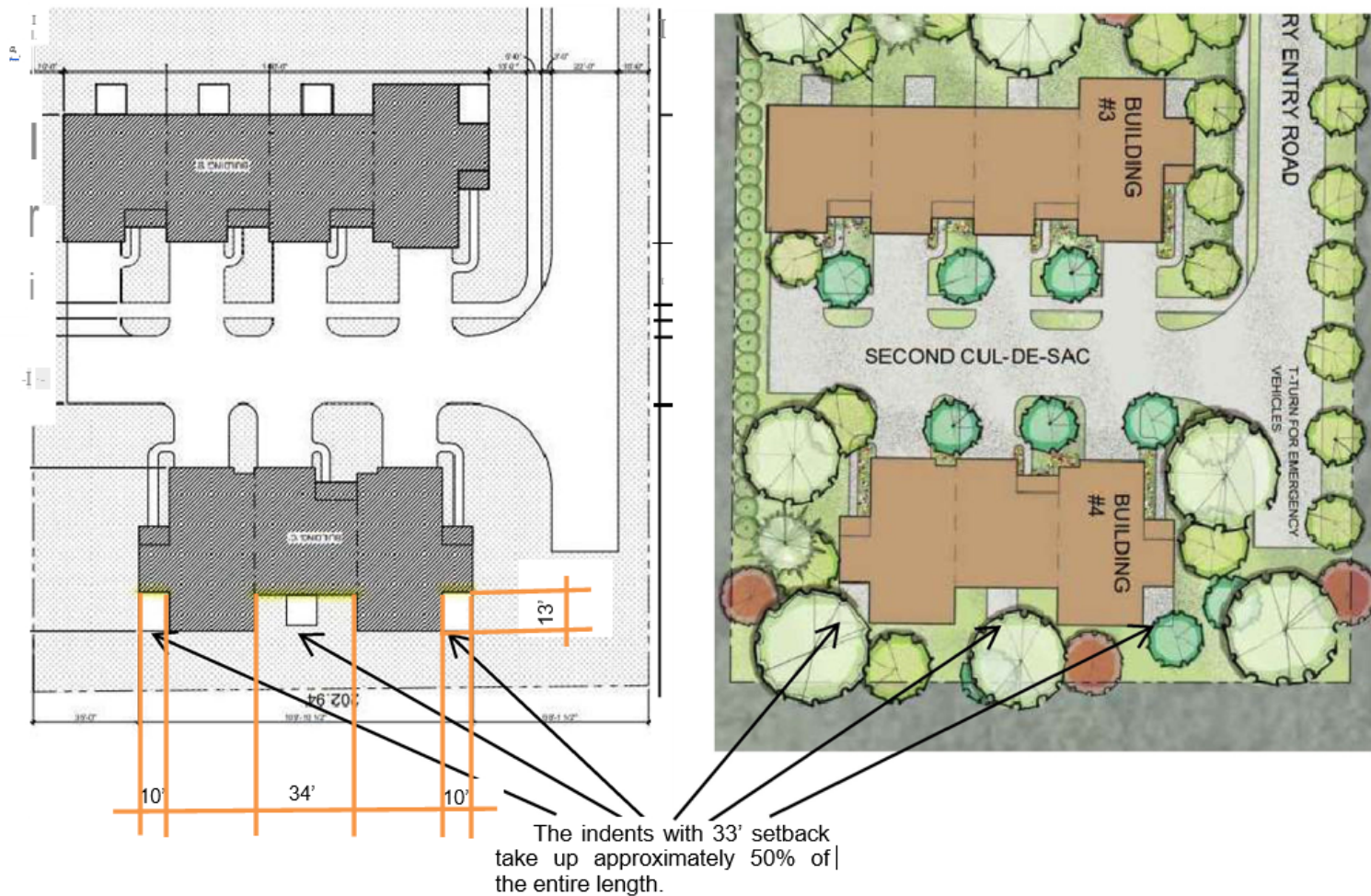
A second public hearing related to this rezoning application was opened at the June 2, 2022, Planning Commission meeting. The applicant's representative, Aswar Madi of J&A Architecture Engineering, was present to support the application and explain the project. Four additional public comments were received,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

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

Additional Information Regarding Proposed Setbacks

In response to Council questions at the June 28, 2022 City Council meeting regarding the proposed setbacks of this development relative to abutting single-family residential property, the following information is provided. Per *"Sec. 42-374. - Site development requirements. Setbacks: a. Perimeter setback requirements. In a planned development that abuts property and that permits developments of less intensity than permitted by the planned development, a peripheral transition area shall be incorporated in the planned development that provides development similar in density to that existing or permitted on the abutting land."* A peripheral transition area has been incorporated in the proposed Tentative Plan highlighted as follows:

- Building C, which is the only building to abut residential property, is proposed to have 3 units, 1 unit less than the other buildings, providing more open space at the northeast and southeast corners abutting single-family residential homes; and
- In addition to the proposed 20' setback from the rear property line that will include landscaping, Building C has a series of additional 13' indents in the building design, realizing a greater setback of 33' from the rear property line for 54' in distance (approx. 50% of the entire building length).
- The building will be 2 stories with an estimated height of 27', similar to the existing or permitted heights on the abutting residential properties.
- The site is sloping from east to west towards Oakland Drive, which means neighboring properties to the east are on higher ground than the subject site.



Recommendation

It is therefore recommended that City Council, 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.

FUNDI Not Applicable

NG:

- Attachment s:**
1. Planning Commission report dated May 19, 2022 with attachments and public comments
 2. Planning Commission Minutes dated May 19, 2022
 3. Planning Commission report dated June 2, 2022 with attachments
 4. Planning Commission Transmittal dated June 16, 2022
 5. Planning Commission Minutes dated June 2, 2022
 6. 7425 Oakland Drive Adoption notice

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

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

II. BACKGROUND INFORMATION:**Existing Conditions**

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

The following table summarizes existing conditions in the area:

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

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

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

Proposed Development

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

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

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

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

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

Rezoning to Planned Development

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

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

III. ANALYSIS:

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

Comprehensive Plan

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

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

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

Preliminary Evaluations from the Development Review Team (DRT)

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

Planned Development - Sec 42-374 Site Development Requirements.

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

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

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

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

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

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

The site is within walking distance of Oakland Drive Park.

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

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

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

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

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

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

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

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

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

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

additional landscaping for buffering and beautification;

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

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

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

Public Noticing Requirement

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

IV. RECOMMENDATION:

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

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

Attachments:

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



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

April 28, 2022

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

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

1. A statement of purpose and objectives

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

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

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

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

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

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

4. The time schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project will meet all easement requirements for the property.

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

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

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

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

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

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

Thank you,

E. Ashley Fegley, RA



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

April 28, 2022

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

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

Dear Kelly Peterson,

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

Community Development:

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

City Assessor:

1. Acknowledge the additional frontage benefit charges.

Fire Department:

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

Building Services:

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

Engineering & Utilities:

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

Thank you,

E. Ashley Fegley, RA

APPLICATION FOR ZONING AMENDMENT

Application number _____

Date March 14, 2022

APPLICATION INFORMATION:

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

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

TO THE PLANNING COMMISSION:

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

ZONING MAP AMENDMENT

1. a. Platted Land:

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

b. Unplatted Land:

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

N/A

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

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

Address 7425 Oakland Drive, Portage, MI 49024

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

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

ZONING TEXT AMENDMENT

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

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

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

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

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

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



COMMERCIAL DEVELOPMENT APPLICATION

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

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

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

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

1) PROJECT INFORMATION

Project Description Condominium development	Address 7425 Oakland Drive, Portage, MI 49024
--	--

2) IDENTIFICATION (OWNER)

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

3) ARCHITECT OR ENGINEER

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

4) BUILDING CONTRACTOR

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

5) TYPE OF DEVELOPMENT PROJECT

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

☐ Other: _____

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

6) TYPE OF IMPROVEMENT

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

7) DESCRIPTION OF WORK

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

B) Valuation of Project: \$ _____

8) CHARACTERISTICS OF THE BUILDING

A) Water Meter Size

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

B) Electric Service Size

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

C) Type of Mechanical

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

9) CONSTRUCTION PLANS SUBMITTED

Required submittals for plan review:

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

Type of Plan Submitted:

☒ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Energy

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

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

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

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

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

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

APPLICANT INFORMATION

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

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

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

Signature of Applicant: _____ Date: _____

FOR DEPARTMENTAL USE ONLY

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

CHARACTERISTICS OF BUILDING

Frame:

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

Heating System:

- ☒ Gas
 ☐ Electricity
 ☐ Solar
 ☐ Other _____

New Sewer Connection:

- ☒ Yes
 ☐ No

New Water Connection:

- ☒ Yes
 ☐ No

Type of Mechanical:

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

DIMENSIONS / DATA

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

Number of Occupants 15 DWELLING UNITS (3) BEDROOM UNITS

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

SEE SUBMITTED PLANS FOR GARAGE S.F.

GOVERNING CODES
2015 MICHIGAN RESIDENTIAL BUILDING CODE (MRBC) :TOWNHOUSE
2015 MICHIGAN UNIFORM ENERGY CODE (MUEC)
TENANT SEPARATION: 2 HOUR RATED WALL ASSEMBLY

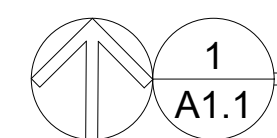
ZONED: R-18 ONE FAMILY RESIDENTIAL
PROPOSED REZONING: PD PLANNED DEVELOPMENT
LEGAL DESCRIPTION: COMMENCING AT THE SW CORNER OF THE E 1/2
OF THE NE 1/4 OF SECT 17, TOWN 3 S, RANGE 11 W; TH N 00
DEG-15-05" E 233 FT ALONG THE W LINE OF THE E 1/2 OF THE
NE 1/4 OF SAID SECT, TH CONTINUING N 00 DEG-15-05" E
202.94 FT, TH S 89 DEG-25-20" E 495 FT PARALLEL WITH THE E
AND W 1/4 LINE OF SAID SECT; TH S 00 DEG-15-05" W 202.94
FT; TH N 89 DEG-25-20" W 495 FT TO THE PLACE OF BEG

15 DWELLING UNITS - AVERAGE 7 PER ACRE
ALL 3 BEDROOM SINGLE FAMILY DWELLING UNITS
UNIT DENSITY: 15 D.U. / 2.15 ACRES = 6.97 D.U. PER ACRE

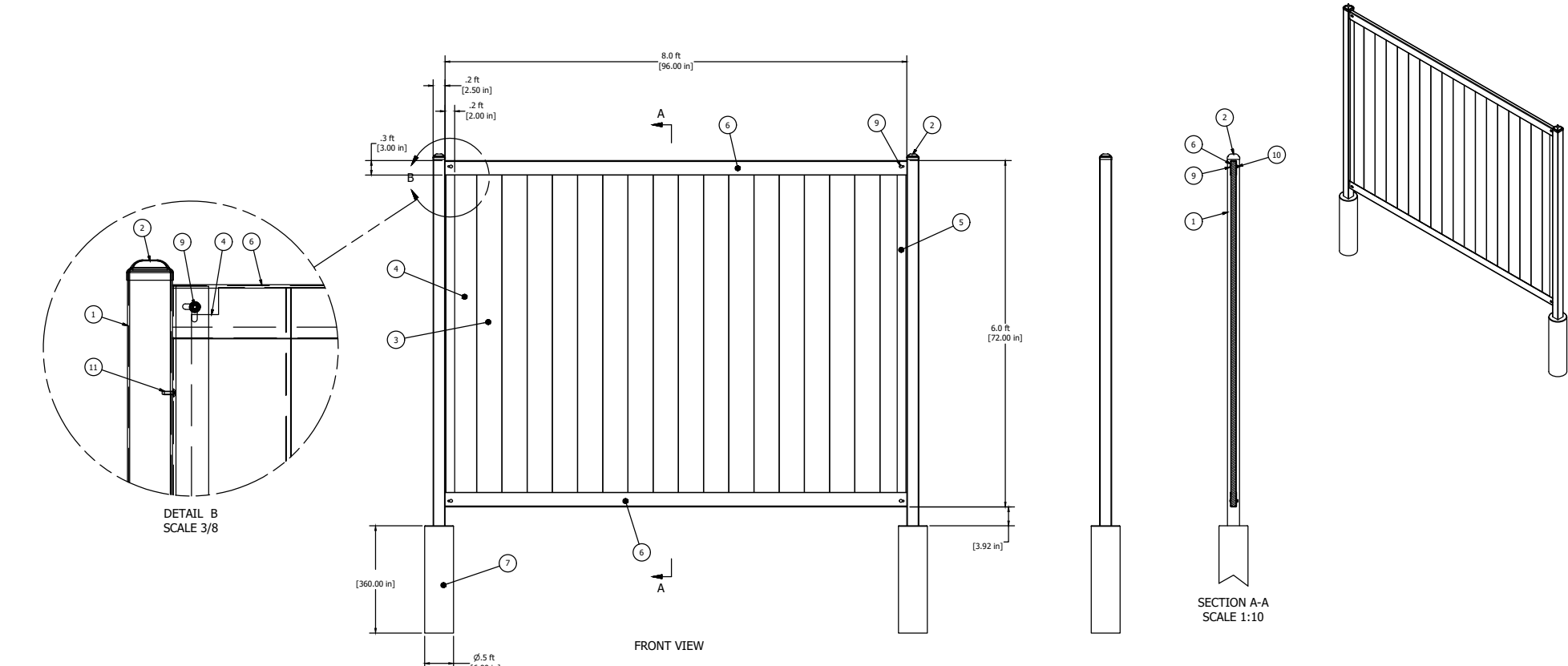
TOTAL 60 PARKING SPACES

OVERALL SITE AREA : 93,758 S.F. (2.15 ACRES)
STREETS/HARDSCAPE: 29,367 S.F. 31%
BUILDINGS : 22,157 S.F. 24%
OPEN SPACE : 42,234 S.F. 45%

2. PEDESTRIAN CIRCULATION. THE PEDESTRIAN CIRCULATION SYSTEM AND ITS RELATED WALKWAYS SHALL BE INSULATED AS COMPLETELY AND AS REASONABLY AS POSSIBLE FROM THE VEHICULAR STREET SYSTEM IN ORDER TO PROVIDE SEPARATION OF PEDESTRIAN AND VEHICULAR MOVEMENT. THIS SHALL INCLUDE, WHEN DEEMED TO BE NECESSARY, A PEDESTRIAN UNDERPASS OR OVERPASS IN THE VICINITY OF SCHOOLS, PLAYGROUNDS, LOCAL SHOPPING AREAS, NONRESIDENTIAL AREAS AND OTHER NEIGHBORHOOD USES WHICH GENERATE A CONSIDERABLE AMOUNT OF PEDESTRIAN TRAFFIC.



SCALE: 1" = 20'-0"



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

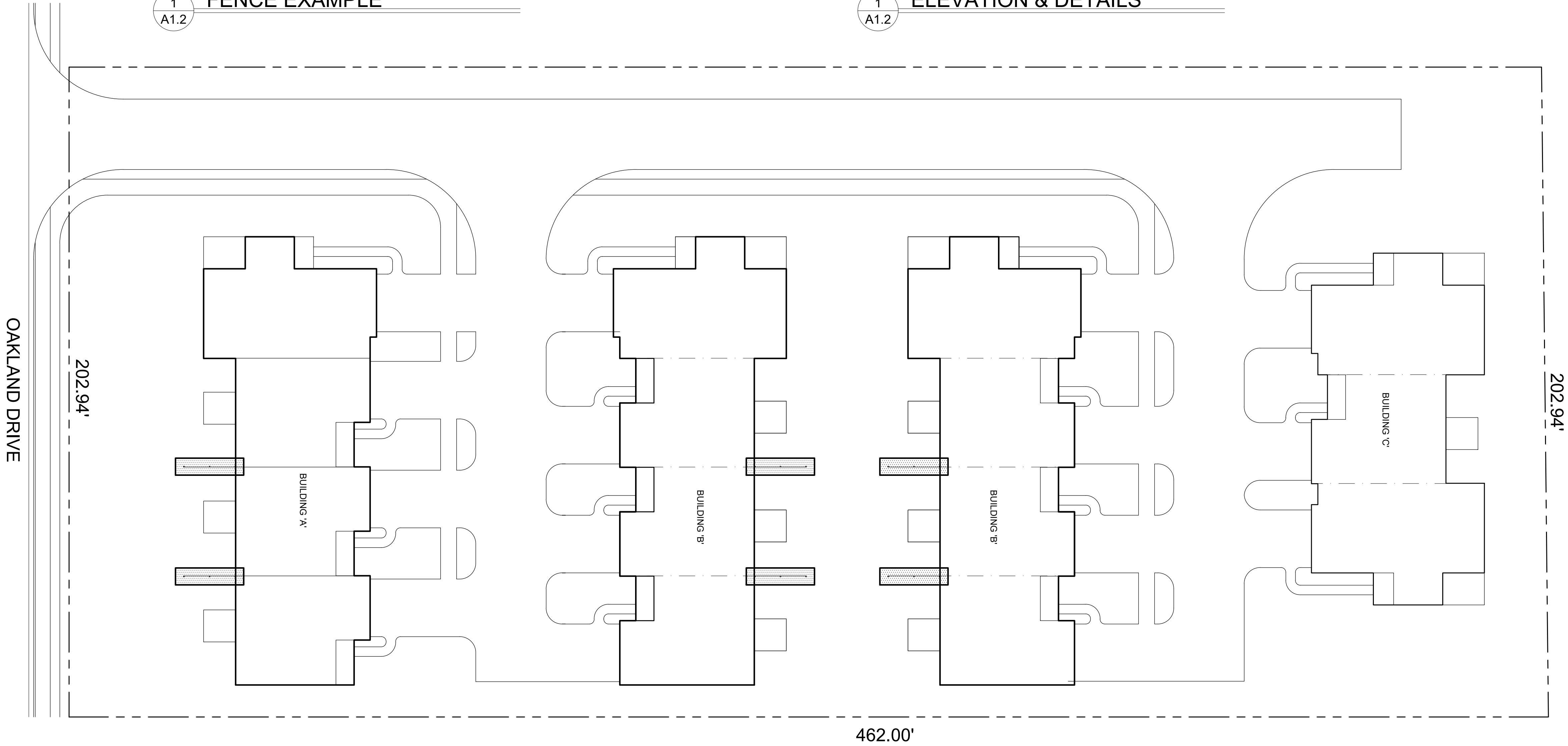
GENERAL NOTES

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

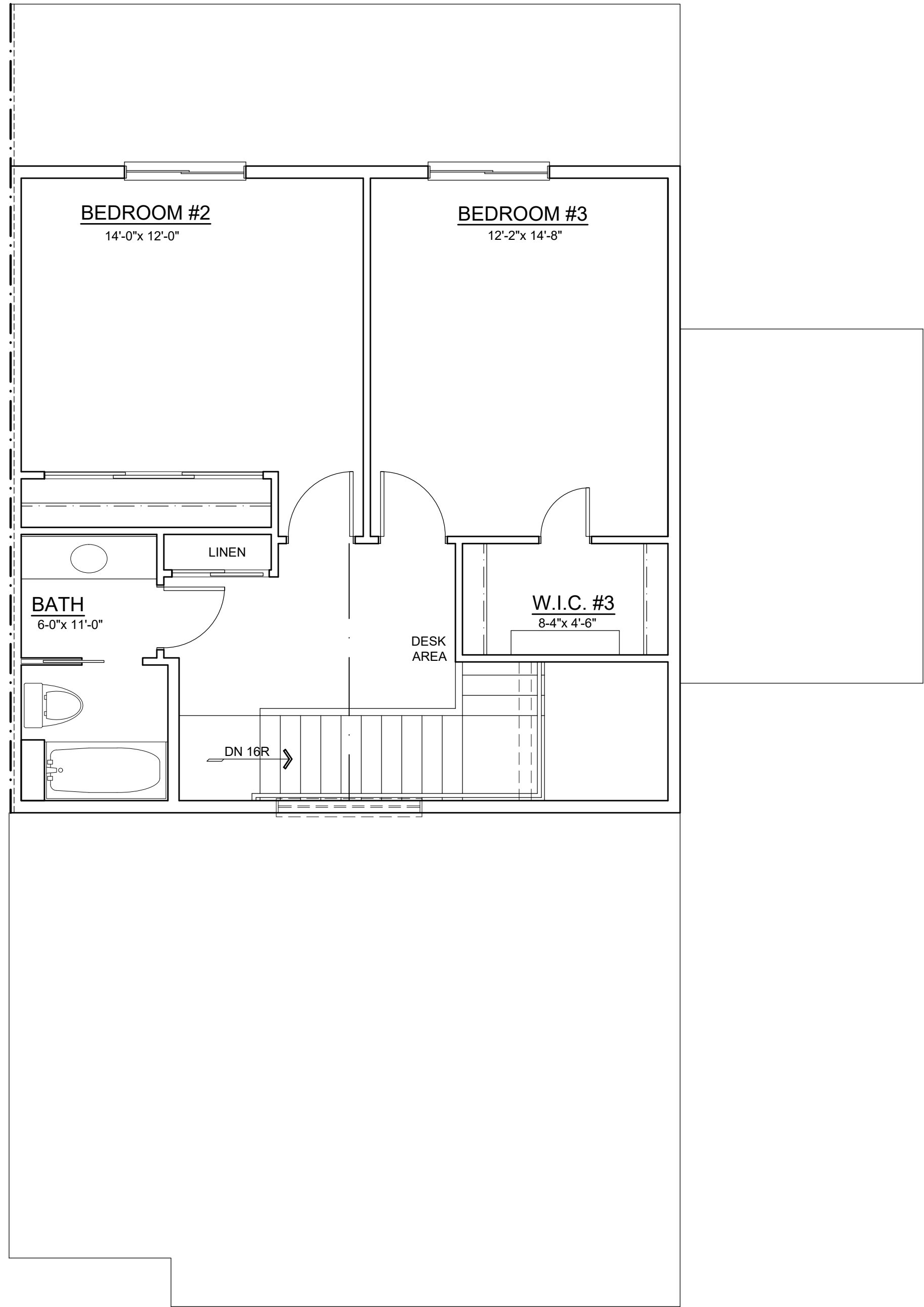
FENCE LOCATIONS
(2) 8'-0" SECTIONS AT 6'-0" HIGH - TYP.
(6) INSTALLATIONS

1 FENCE EXAMPLE
A1.2

1 ELEVATION & DETAILS
A1.2



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



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



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

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



J & A ARCHITECTURAL
ENGINEERING
3250 W. BIG BEAVER RD.
SUITE 510
TROY, MI 48064
P. 248.282.6475
F. 248.590.0257
azhermatty@gmail.com

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

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

NOTES:
1.

Statement of Intellectual Property
The ideas, concepts, drawings and thoughts conveyed
herein are the intellectual property of
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Troy, MI 48064
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DESIGN PROFESSIONAL IN
CHARGE:

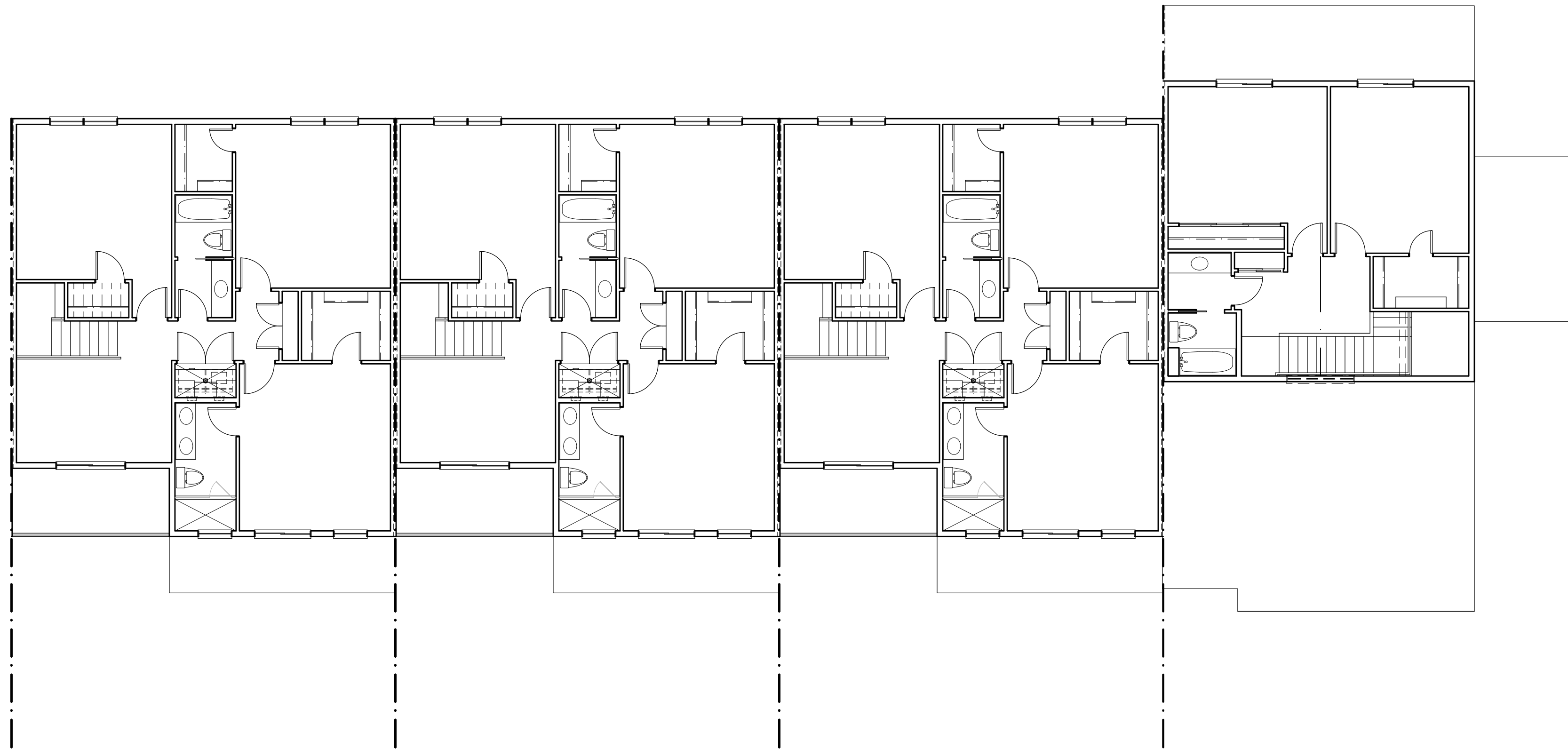


SHEET NAME:
END UNIT
FIRST FLOOR OWNER'S
BEDROOM DWELLING
UNIT

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

A2.1

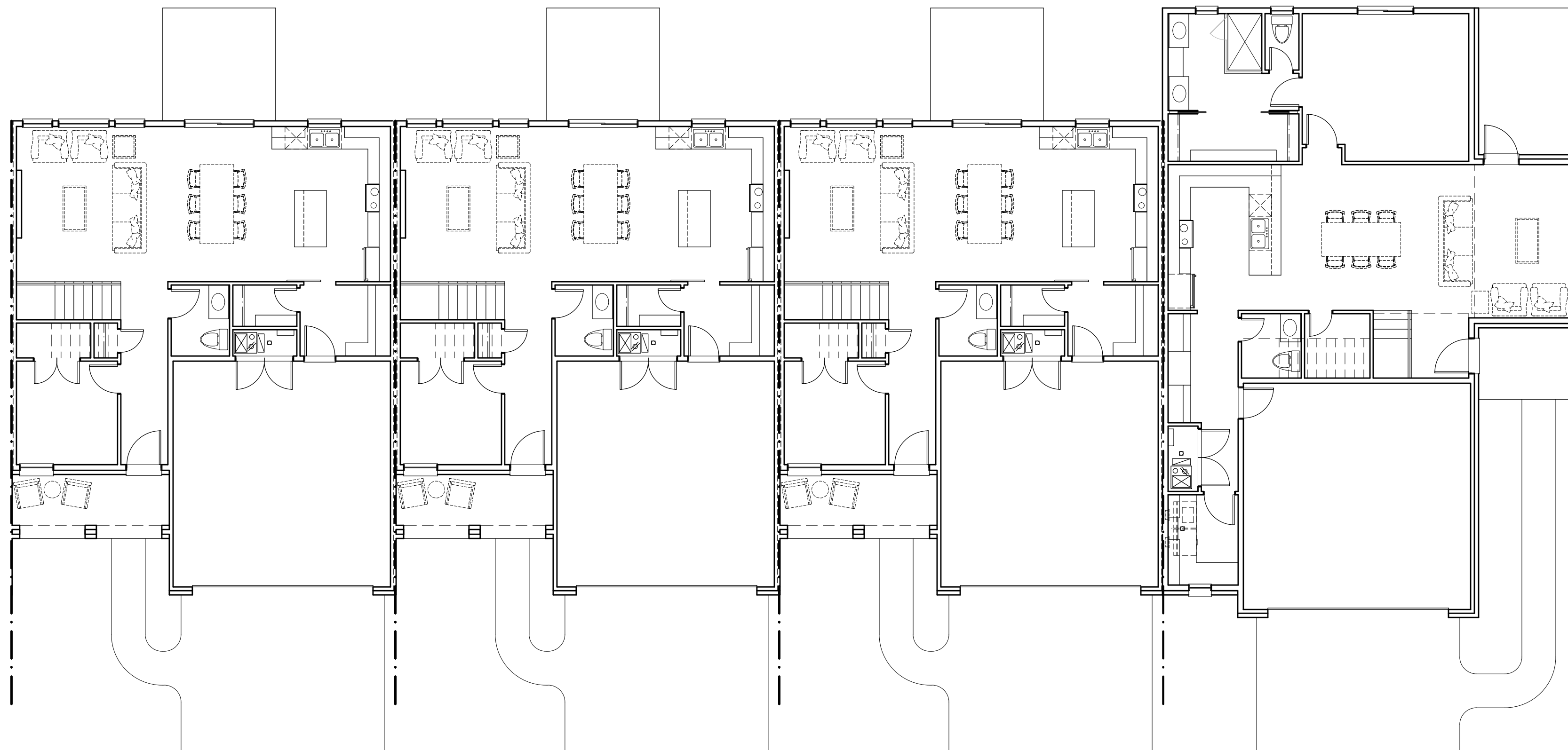
SCALE: 1/4" = 1'-0"



2
A2.2

SECOND FLOOR PLAN - BUILDING TYPE 'A'

SCALE: 1/8"= 1'-0"



1 FIRST FLOOR PLAN - BUILDING TYPE 'A'
A2.2 SCALE: 1/8"= 1'-0"

[illegible]

NOTES:
1.

Statement of Intellectual Property
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herein are the intellectual property of
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Troy, MI 48064
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DESIGN PROFESSIONAL IN CHARGE:



SHEET NAME:
OVERALL BUILDING
PLANS
BUILDING TYPE 'A'

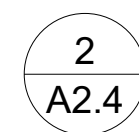
DATE :	10-21-2021
DRAWN BY :	EAF
CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

A2.2

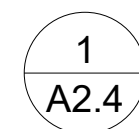
SCALE: $1/8" = 1'-0"$



SCALE: $1/8" = 1'-0"$



SCALE: 1/8"= 1'-0"



SCALE: 1/8"= 1'-0"

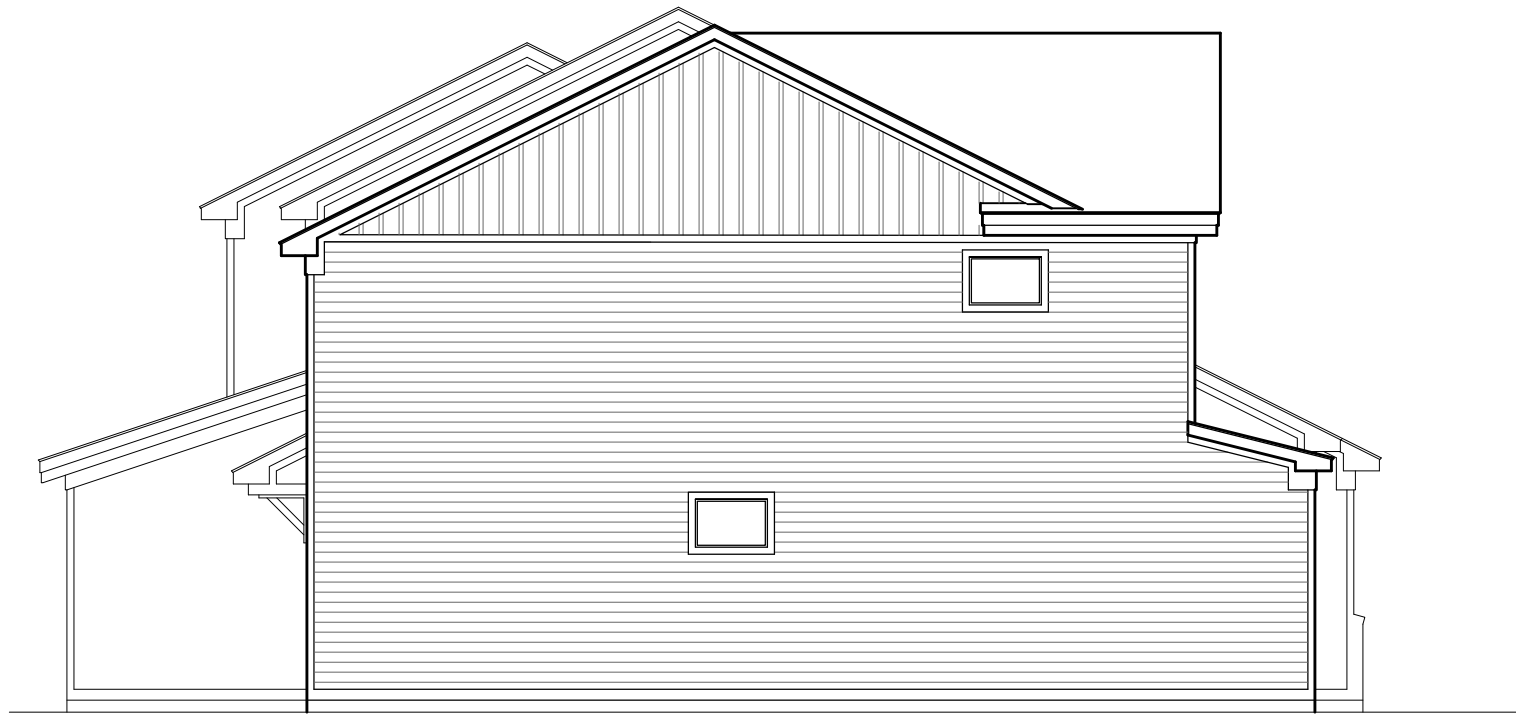
NOTE #1

BUILDING 'A' & BUILDING 'C' ELEVATIONS SIMILAR.



4 REAR ELEVATION - BUILDING 'B'

A4.0 SCALE: 1/8"= 1'-0"



3 RIGHT SIDE ELEVATION - BUILDING 'B'

A4.0 SCALE: 1/8"= 1'-0"



2 LEFT SIDE ELEVATION - BUILDING 'B'

A4.0 SCALE: 1/8"= 1'-0"



1 FRONT ELEVATION - BUILDING 'B'

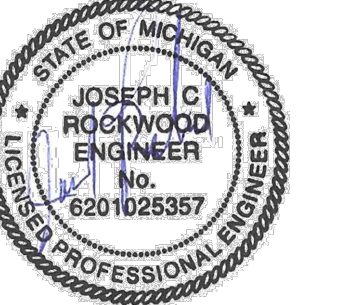
A4.0 SCALE: 1/8"= 1'-0"

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

NOTES:
1.

Statement of Intellectual Property
The ideas, concepts, drawings and thoughts conveyed
herein are the intellectual property of
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3250 W. Big Beaver Road
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DESIGN PROFESSIONAL IN
CHARGE:



SHEET NAME:
OVERALL BUILDING
ELEVATIONS
BUILDING 'B'

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

A4.0

SCALE: 1/8" = 1'-0"



NOTE #1

FINAL COLOR SELECTION MAY VARY.

J&H ARCHITECTURAL ENGINEERING

**& A ARCHITECTURAL
ENGINEERING**
250 W. BIG BEAVER RD.
SUITE 510
TROY, MI 48084
P. 248.282.6475
F. 248.590.0257
azhermatty@gmail.com

WOODWAY HOME, LLC
7425 OAKLAND DRIVE
PORTAGE, MI 49024

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

NOTES:
1.

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DESIGN PROFESSIONAL IN CHARGE:



SHEET NAME:
OVERALL BUILDING
ELEVATIONS
BUILDING 'B'
RENDERINGS

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

A4.1

SCALE: 1/8" = 1'-0"



3 RIGHT SIDE ELEVATION - BUILDING 'B'
A4.1 SCALE: 1/8"= 1'-0"

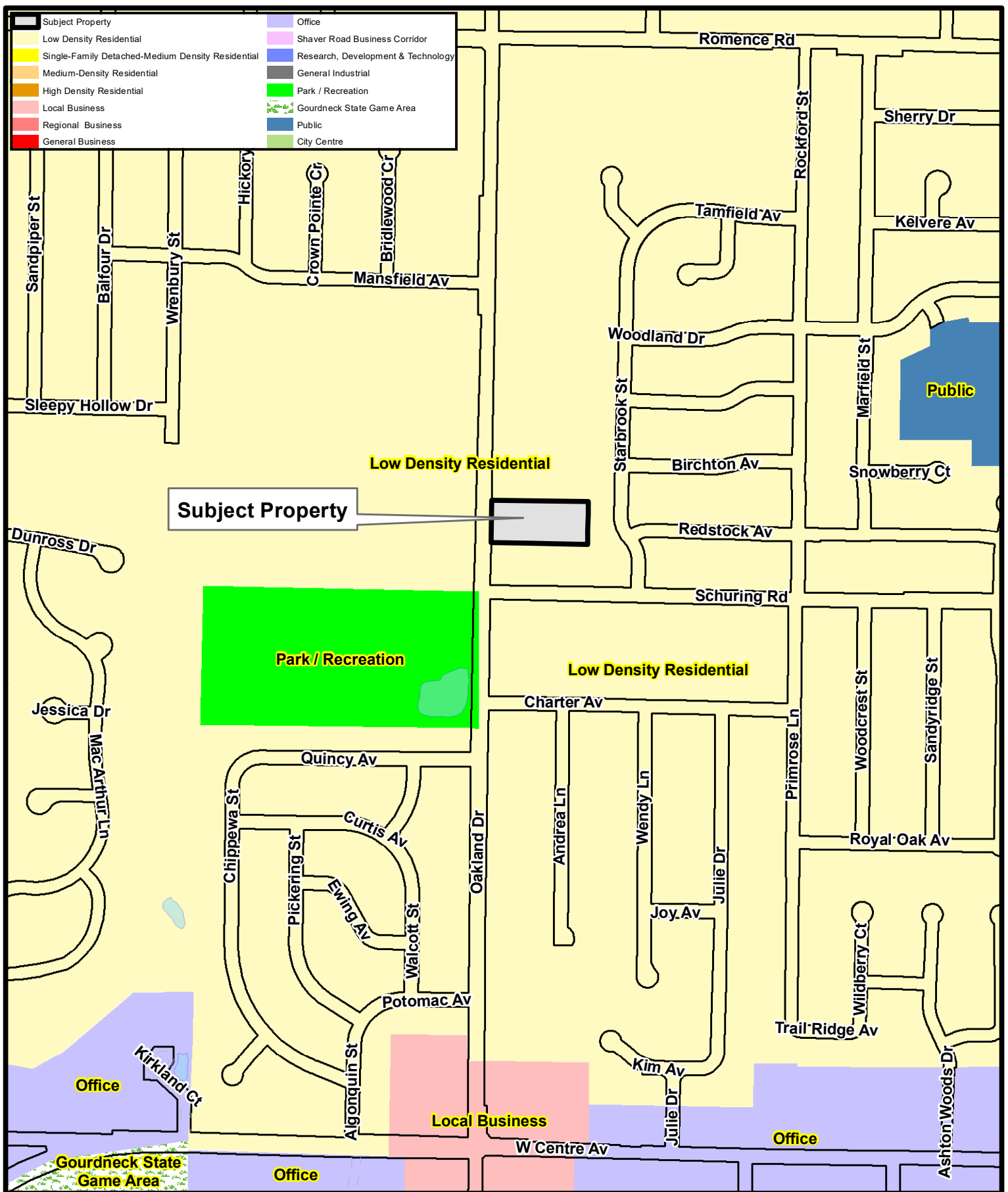


2 LEFT SIDE ELEVATION - BUILDING 'B'

A4.1 SCALE: 1/8"= 1'-0"



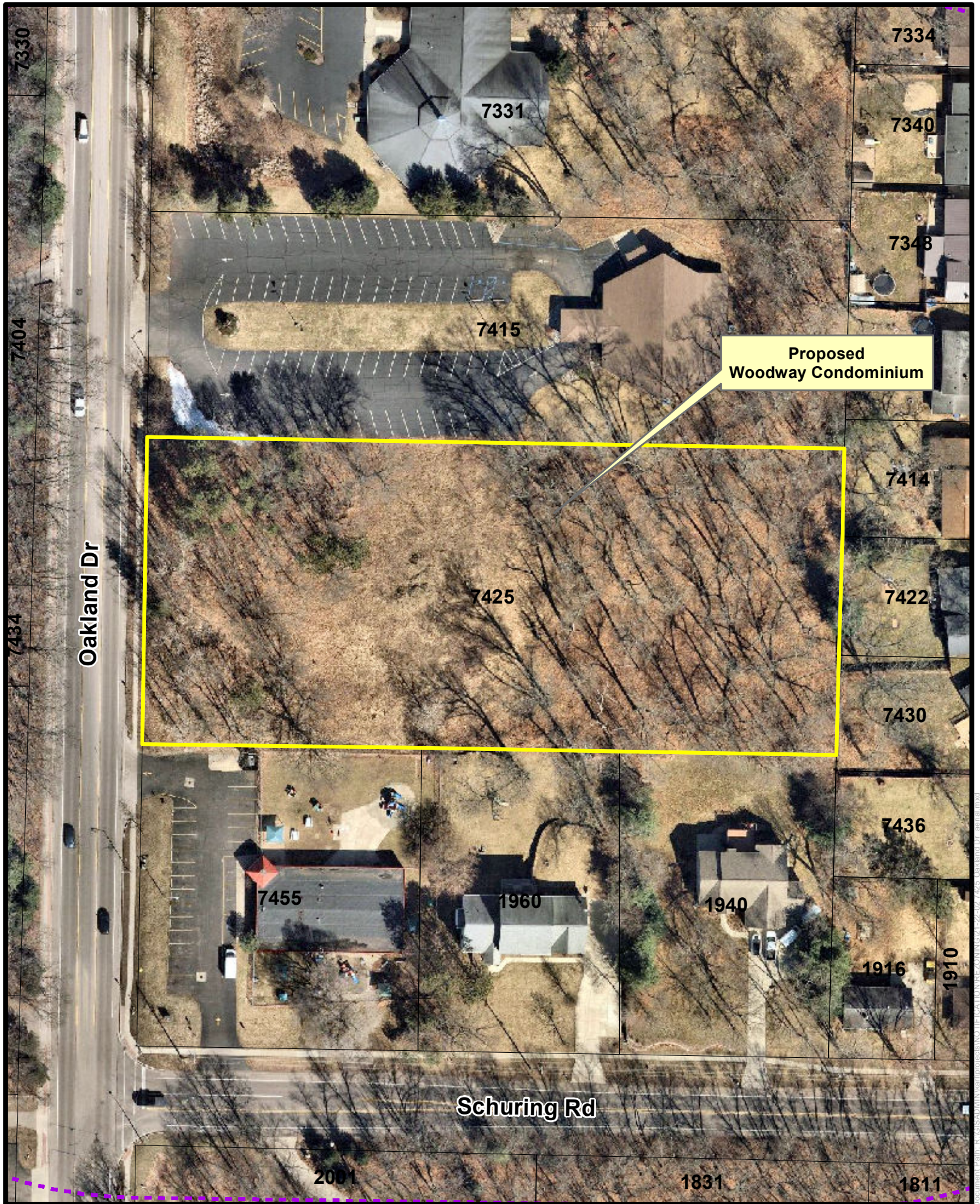
1 FRONT ELEVATION - BUILDING 'B'
A4.1 SCALE: 1/8"= 1'-0"



Future Land Use Map 7425 Oakland Drive



1 inch = 600 feet



 Subject Property
2021 Nearmap Imagery

Aerial Photography
7425 Oakland Drive



1 inch = 80 feet
Date: 4/29/2022
(288)

Staff's Picture Map





Picture 1. Looking east along Oakland Drive. Subject site is forested lands to the left (north) of sidewalk, beyond the parking lot. Picture taken May 4, 2022.



Picture 2. Looking north toward subject site containing forested lands. Kingdom Hall of Jehovah's Witnesses shown to the left. Picture taken May 4, 2022.



Picture 3. Looking north across subject site. Homes along Starbrook Street shown in background. Picture taken May 4, 2022.



Picture 4. Looking north toward subject site containing forested lands. ‘A Touch of Home Childcare’ daycare center to the right (beyond picture). Picture taken May 4, 2022.



Picture 5. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and two single family homes along Schuring Road shown in background. Picture taken May 4, 2022.



Picture 6. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and a single-family home along Schuring Road shown in background. Parking lot of Kingdom Hall of Jehovah’s Witness in foreground. Picture taken May 4, 2022.

Tamara Stephens

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, May 19, 2022 9:50 AM
To: Eric Feldt
Subject: 7425 Oakland / Woodway Condo Rezoning Comments

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hi Eric,

Below please find the statement that my wife and I prepared for today's rezoning meeting. Please let me know if you prefer it to be in an attached document, and I can send that over.

Regards,
Steve

My wife and I live at 7422 Starbrook St, the central property that borders the lot in question on its Eastern/rear side. We chose our house because there is a great sense of space and privacy in the backyard. We spend a lot of time in our yard, and very much appreciate our privacy. The lot in question is a good size for a nice house, but we believe it to be too small for the proposed project. That is evident by the fact they plan to put a building 20 ft from our property line, which will be clearly visible above our privacy fence, overshadowing our backyard and taking away our sense of space and privacy. As it is currently zoned, the minimum rear setback for any residential lot is 40-ft, which would be much more appropriate in this case, rather than the proposed 20-ft.

There are 5 houses in total, whose backyards butt against this lot, so I know we are not the only ones who are concerned. It is a beautiful lot, and we expect something will be built there eventually, but we really hope it will be a house with a backyard of its own, providing more space than 20-ft to our back fence.

In the *Existing Conditions* section, it is mentioned that the Southern border consists of the child care center, when in fact, there are also 2 homes whose entire rear property line borders this lot. Similarly for the Eastern border, only my home is listed, though there are 2 other homes whose entire rear property line also border this lot. The impact on the surrounding neighborhood has been under-emphasized in this section.

If the rezoning is approved and the project moves forward, my wife and I will likely begin seeking other living arrangements.

Respectfully,
Steve and Kim Walsh

May 19, 2022

City of Portage
Department of Community Development
7900 South Westnedge Avenue
Portage, Michigan 49024

Dear Council,

We are writing to express our strong opposition to the proposed rezoning of the property located at 7425 Oakland Drive from R-1B to Planned Development for condominiums.

We are absolutely opposed to the addition of multi-family housing that will cause traffic and safety problems, and potentially lower the property values of the existing community.

We urge you to disapprove the proposed rezoning.

Thank you for your continued service and support of our communities.

Best regards,

Dan and Sheila Mowry
1940 Schuring Road

I have talked to Omar ~~Abdalla~~ ^{about} the Woodway
condemning on their different occasions and I
and I support ~~their~~ his plan to develop property on Oakland
Ave. ~~As a~~ resident of the adjoining property, I
now live ~~there~~ here since 1963 I believe the
proposed development will ~~be~~ have a positive
impact on the neighborhood & city.

Jane Froehner 5/14/2022
7414 Starbrook, Portage, Michigan

CITY OF PORTAGE PLANNING COMMISSION

Thursday, May 19, 2022

7:00 PM Portage

City Hall Council Chambers

The City of Portage Planning Commission meeting of May 19, 2022 was called to order by Chairman Corradini at 7:00 p.m.

IN ATTENDANCE

Eric Feldt, City Planner

Seth Koches, Assistant City Attorney

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Joshi (yes); Fries (yes); Pezzoli (yes); Baldwin (yes); Adams (yes); O'Dell (yes); Youngs (yes); and Freiman (excused).

Commissioner Baldwin motioned to excuse Commissioner Freiman. Commissioner Fries supported the motion. Motion passed unanimously.

APPROVAL OF MINUTES:

A motion was made by Vice Chair Joshi, supported by Commissioner Baldwin to approve the April 21, 2022 meeting minutes. The motion was approved unanimously.

Public Hearings:

A Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. Mr. Feldt stated that the applicant is asking for rezoning and tentative plan for 15 single-family housing units. He described the neighboring properties, zoning, and specifications of the housing units. Staff received one letter of support and two letters of opposition on May 19 which were transmitted to the Commission. The letters of opposition expressed perceived concerns about impacts to traffic and safety, impacts to property values, setback distances, and viewsheds. Staff recommended approval for the tentative plan and rezoning. Vice Chair Joshi asked about location of property lines and if lefthand turns onto Oakland Drive would be an issue. Mr. Feldt stated concerns about left turns did not arise during internal staff review of the project, and that the driveway location was adjusted following the internal review process. Chair Corradini inquired if a traffic study was conducted. Mr. Feldt stated that Department of Transportation staff assessed the project and did not determine a traffic impact study was warranted.

The applicant's architect, Ashley Fegley, of 173 Cherokee Road, Pontiac Michigan, stepped forward. She stated that she did not have any additional comments and was open to answering questions about the project. Vice Chair Joshi asked about increasing setbacks for the plan. The applicant's architect stated the proposed plan has a greater setback than what would be required in the current R1-B zoning.

Chair Corradini opened the public hearing.

Public testimony was received. Angelique McGuire, of 7470 Oakland Drive, stated that she perceived this project may cause traffic issues for properties across the street. She requested a traffic impact study. She expressed that other neighbors were in opposition to the project. Chair Corradini stated that there will be opportunities in the future for public comment. Rebekah Ellwitz, 7418 Oakland Drive, stated concerns about traffic and accidents on Oakland Drive, and requested additional traffic analysis.

There being no further public comment, Vice Chair Joshi motioned to adjourn the public hearing to the June 2nd meeting. Commissioner Pezzoli supported the motion. Motion passed unanimously.

Mr. Feldt inquired if additional materials were requested by the Commission for the continuation of the public hearing at the June 2nd meeting. Vice Chair Joshi requested that City Traffic Engineer, Mr. Muhammad Arif, be invited and that additional information related to traffic and safety concerns be provided. Commissioner Adams asked how this development compares to the Whispering Rock development and other Planned Development townhouse developments along Oakland Drive. Mr. Feldt said he would gather information on the traffic and developments information requested by Commissioners.

NEW BUSINESS

Chair Corradini thanked Commissioner Spencer O'Dell for his time and work on the Planning Commission. He stated that interviews for open board positions will take place next Tuesday, May 24.

OLD BUSINESS

None.

STATEMENT OF CITIZENS

None.

STATEMENT OF COMMISSIONERS

None.

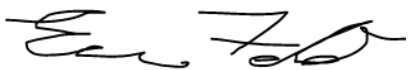
STATEMENT OF STAFF

None.

ADJOURNMENT:

There being no further business to come before the Commission, Chairman Corradini adjourned the meeting at 7:40 p.m.

Respectfully submitted,



Eric Feldt, AICP, CFM
City Planner/Project Manager

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

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

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

II. BACKGROUND INFORMATION:**Existing Conditions**

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

The following table summarizes existing conditions in the area:

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

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

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

Proposed Development

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

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

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

parking. The planned development includes common open space with sidewalks for all residences. The proposed buildings were designed to optimize outdoor space, both private and common, for residents and sidewalks are provided for connectivity. Additionally, each unit will have a front porch and back patio area. No basements are proposed.

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

Rezoning to Planned Development

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

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

III. ANALYSIS:

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

Comprehensive Plan

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

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

amenities. Therefore, a moderately higher density proposed is appropriate at this site, with consideration given to building and site design to ensure harmony with the existing neighborhood and commercial uses.

Preliminary Evaluations from the Development Review Team (DRT)

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

Planned Development - Sec 42-374 Site Development Requirements.

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

- The attached project narrative and site plan addresses items under this ordinance.
- The proposal consists of 15, two-story attached units. Each unit will include a two-car garage and a paved driveway.
- Select units will offer a ground-level 'owner's suite' to provide for and attract senior citizens.
- City water and sewer will be extended from Oakland Drive. Stormwater will be managed on-site with an anticipated mix of aboveground and underground facilities.
- The project provides vehicular and non-motorized access throughout the site. A new, private driveway will serve the development and guide residents to each attached housing unit. Pedestrian connections will be provided via sidewalks internally throughout the development and connect to the existing sidewalk on Oakland Drive, consistent with the City's Complete Streets policy.
- The site is within walking distance of Oakland Drive Park.
- Landscaping will be provided around the perimeter and interior of the development.
- Open spaces in the northeast and southern corners will also be landscaped.
- Landscape screening along the southern and eastern property lines will add a more natural feature between the proposed development and the existing residences to the south and east.
- Each row of buildings is designed at two-stories, similar in height to the existing two-story homes in the neighborhood.
- The proposed density of 7 units/ acre is consistent with the PD district.
- The separation distances noted on the site plan provide the setbacks from abutting property lines.

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

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

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

The site is currently zoned R-1B, and is 2.15 acres, thus this property is allowed a maximum of 9.7

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

- Additional landscaping for buffering and beautification.
- The proposed two-story building height is similar to the height of nearby single family homes.
- Each housing unit will have an attached garage and consists of a 3-bedroom, 2-bathroom layout, similar to abutting single family homes to the east and south.
- The development will establish a homeowners' association board to oversee the maintenance of the private driveway, general site and landscaping conditions.
- The development is expected to have little to no impact on the abutting commercial uses to the north and south.

Public Noticing Requirement

Required public notice was sent to all property owners/occupants within 300 feet of the subject property on May 4, 2022. A public notice was published in the Kalamazoo Gazette on May 4, 2022. As of the date of this report, staff received three public comments.

May 19, 2022 Planning Commission Update

Planning Commission voted to continued public hearing until June 2, 2022 after hearing public testimony regarding concerns about traffic safety. Planning Commission requested staff to:

- Research the density levels of existing condominiums along Oakland Drive, and
- to have the City Transportation and Utility Department provide any additional comments about resulting traffic impacts from this project.

The above requested information is provided in the attachments.

IV. RECOMMENDATION:

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

Attachments:

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

7. Staff's Picture Map
8. 2022 05 19 Final Agenda packet including public comments received
9. PC Communication_ Additional Information Requested_ Woodway Condos_05 27 2022
10. Communication from Katie MCCoy dated May 31, 2022
11. Communication from Barbara & Mikel Sagara
12. Communication from Steve and Kim Walsh dated June 2, 2022
13. Communication from Patti Chen dated June 2, 2022



J&A ARCHITECTURAL ENGINEERING

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

April 28, 2022

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

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

1. A statement of purpose and objectives

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

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

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

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

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

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

4. The time schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project will meet all easement requirements for the property.

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

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

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

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

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

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

Thank you,

E. Ashley Fegley, RA



J&A ARCHITECTURAL ENGINEERING

3250 w. Big Beaver Road
Suite 510
Troy, MI 48084
313.600.1373
eafegley.arch@gmail.com

April 28, 2022

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

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

Dear Kelly Peterson,

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

Community Development:

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

City Assessor:

1. Acknowledge the additional frontage benefit charges.

Fire Department:

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

Building Services:

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

Engineering & Utilities:

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

Thank you,

E. Ashley Fegley, RA

APPLICATION FOR ZONING AMENDMENT

Application number _____

Date March 14, 2022

APPLICATION INFORMATION:

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

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

TO THE PLANNING COMMISSION:

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

ZONING MAP AMENDMENT

1. a. Platted Land:

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

b. Unplatted Land:

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

N/A

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

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

Address 7425 Oakland Drive, Portage, MI 49024

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

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

ZONING TEXT AMENDMENT

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

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

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

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

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

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



COMMERCIAL DEVELOPMENT APPLICATION

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

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

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

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

1) PROJECT INFORMATION

Project Description Condominium development	Address 7425 Oakland Drive, Portage, MI 49024
--	--

2) IDENTIFICATION (OWNER)

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

3) ARCHITECT OR ENGINEER

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

4) BUILDING CONTRACTOR

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

5) TYPE OF DEVELOPMENT PROJECT

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

☐ Other: _____

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

6) TYPE OF IMPROVEMENT

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

7) DESCRIPTION OF WORK

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

B) Valuation of Project: \$ _____

8) CHARACTERISTICS OF THE BUILDING

A) Water Meter Size

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

B) Electric Service Size

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

C) Type of Mechanical

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

9) CONSTRUCTION PLANS SUBMITTED

Required submittals for plan review:

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

Type of Plan Submitted:

☒ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Energy

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

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

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

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

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

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

APPLICANT INFORMATION

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

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

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

Signature of Applicant: _____ Date: _____

FOR DEPARTMENTAL USE ONLY

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

CHARACTERISTICS OF BUILDING

Frame:

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

Heating System:

- ☒ Gas
 ☐ Electricity
 ☐ Solar
 ☐ Other _____

New Sewer Connection:

- ☒ Yes
 ☐ No

New Water Connection:

- ☒ Yes
 ☐ No

Type of Mechanical:

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

DIMENSIONS / DATA

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

Number of Occupants 15 DWELLING UNITS (3) BEDROOM UNITS

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

SEE SUBMITTED PLANS FOR GARAGE S.F.

GOVERNING CODES
2015 MICHIGAN RESIDENTIAL BUILDING CODE (MRBC) :TOWNHOUSE
2015 MICHIGAN UNIFORM ENERGY CODE (MUEC)
TENANT SEPARATION: 2 HOUR RATED WALL ASSEMBLY

ZONED: R-18 ONE FAMILY RESIDENTIAL
PROPOSED REZONING: PD PLANNED DEVELOPMENT
LEGAL DESCRIPTION: COMMENCING AT THE SW CORNER OF THE E 1/2
OF THE NE 1/4 OF SECT 17, TOWN 3 S, RANGE 11 W; TH N 00
DEG-15-05" E 233 FT ALONG THE W LINE OF THE E 1/2 OF THE
NE 1/4 OF SAID SECT, TH CONTINUING N 00 DEG-15-05" E
202.94 FT, TH S 89 DEG-25-20" E 495 FT PARALLEL WITH THE E
AND W 1/4 LINE OF SAID SECT; TH S 00 DEG-15-05" W 202.94
FT; TH N 89 DEG-25-20" W 495 FT TO THE PLACE OF BEG

15 DWELLING UNITS - AVERAGE 7 PER ACRE
ALL 3 BEDROOM SINGLE FAMILY DWELLING UNITS
UNIT DENSITY: 15 D.U. / 2.15 ACRES = 6.97 D.U. PER ACRE

TOTAL 60 PARKING SPACES

AREA CALCULATIONS

OVERALL SITE AREA	: 93,758 S.F.	(2.15 ACRES)
STREETS/HARDSCAPE	: 29,367 S.F.	31%
BUILDINGS	: 22,157 S.F.	24%
OPEN SPACE	: 42,234 S.F.	45%

1. HOUSING TYPES: THE PLAN MAY PROVIDE FOR A VARIETY OF HOUSING TYPES.

2. NONRESIDENTIAL USES: A MAXIMUM OF 20 PERCENT OF THE TOTAL AREA MAY BE USED FOR NONRESIDENTIAL USES, INCLUDING ACCESS ROADS AND PARKING ASSOCIATED WITH SUCH NONRESIDENTIAL USES.

3. COMPLIANCE WITH SUBDIVISION REGULATIONS, WATER AND SEWER SERVICE, PEDESTRIAN WAYS, EACH PROVIDED FOR A PLANNED DEVELOPMENT CONCERNING THE SPECIFICATIONS FOR THE WIDTH AND SURFACING OF ALLEYS AND HIGHWAYS, ALLEYS AND WAYS FOR PUBLIC UTILITIES, CURBS, GUTTERS, STREETLIGHTS, PUBLIC PARKS AND PLAYGROUNDS, SCHOOL GROUNDS, STORM WATER DRAINAGE AND OTHER IMPROVEMENTS SHALL BE SUBJECT TO THE SPECIFICATIONS ESTABLISHED IN THE SUBDIVISION REGULATIONS (ARTICLE 5 OF THIS CHAPTER.)

B. SPECIFIC REQUIREMENTS OF A PLANNED DEVELOPMENT ARE AS FOLLOWS:

1. WATER SUPPLY AND SEWAGE COLLECTION. THE PLANNED DEVELOPMENT SHALL BE SERVED BY THE CITY WATER SUPPLY SYSTEM AND SEWAGE COLLECTION SYSTEM.

2. PEDESTRIAN CIRCULATION. THE PEDESTRIAN CIRCULATION SYSTEM AND ITS RELATED WALKWAYS SHALL BE DESIGNED TO COMPLY WITH THE REQUIREMENTS OF THE REGIONAL AND CITY SYSTEMS. WHEN ORDERED TO PROVIDE SEPARATION OF PEDESTRIAN AND VEHICULAR MOVEMENT, THIS SHALL INCLUDE, WHEN DEEMED TO BE NECESSARY, A PEDESTRIAN UNDERPASS OR OVERPASS IN THE VICINITY OF SCHOOLS, PLAYGROUNDS, LOCAL SHOPPING AREAS, NONRESIDENTIAL AREAS AND OTHER NEIGHBORHOOD USES WHICH GENERATE A CONSIDERABLE AMOUNT OF PEDESTRIAN TRAFFIC.

C. NON-APPLICABILITY OF OTHER ZONING REGULATIONS; MIXTURE OF HOUSING TYPES: THE APPLICANT FOR A PLANNED DEVELOPMENT MUST DEMONSTRATE THAT THE PROPOSED PLAN CANNOT BE DEVELOPED FOR OTHER SECTIONS OF THIS ARTICLE OR PROVIDE FOR A MIXTURE OF AT LEAST TWO OF THE FOLLOWING THREE HOUSING TYPES: ONE-FAMILY ATTACHED OR DETACHED, TWO-FAMILY OR MULTIFAMILY.

D. DENSITY:

A. THE AVERAGE DENSITY IN A PROPOSED PLANNED DEVELOPMENT SHALL NOT EXCEED SEVEN UNITS PER ACRE.

B. IN THE EVENT OF A PROPOSED PHASE DEVELOPMENT, NO ONE PHASE SHALL EXCEED A DENSITY OF 12 UNITS PER ACRE.

C. THE DENSITY OF PHASES DEVELOPED AT ANY GIVEN TIME, INCLUDING PHASES ALREADY DEVELOPED, SHALL NOT EXCEED SEVEN UNITS PER ACRE.

D. IN ONE-FAMILY RESIDENTIAL AREAS OF A PLANNED DEVELOPMENT, THE AVERAGE LOT SIZE SHALL BE NOT LESS THAN 6,500 SQUARE FEET, WITH A MINIMUM OF 5,000 SQUARE FEET.

E. SETBACKS:

A. PERMITTER SETBACK REQUIREMENTS: IN A PLANNED DEVELOPMENT THAT ABUTS PROPERTY AND THAT PROVIDES DEVELOPMENTS OF LESS INTENSITY THAN PERMITTED BY THE PLANNED DEVELOPMENT, A PERIPHERAL TRANSITION AREA SHALL BE INCORPORATED IN THE PLANNED DEVELOPMENT THAT PROVIDES DEVELOPMENT SIMILAR IN DENSITY TO THAT EXISTING OR PERMITTED ON THE ABUTTING LAND.

B. INTERNAL SETBACKS FOR MULTIFAMILY RESIDENTIAL STRUCTURES: INTERNAL SETBACKS FOR MULTIFAMILY RESIDENTIAL STRUCTURES SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN DIVISION 4, SUBDIVISION 10.

C. INTERNAL SETBACKS FOR DUPLEX AND ONE-FAMILY RESIDENTIAL STRUCTURES: INTERNAL SETBACKS FOR

DUPLEX AND ONE-FAMILY RESIDENTIAL STRUCTURES SHALL BE BASED ON THE PROVISION OF ADEQUATE LIGHT, VENTILATION AND PARKING.

F. HEIGHT OF BUILDINGS: THE HEIGHT OF PARTICULAR BUILDINGS SHALL NOT BE A BASIS FOR APPROVAL OR DENIAL OF A PLAN, PROVIDED THAT ANY STRUCTURE IN EXCESS OF 45 FEET SHALL BE DESIGNED TO BE CONSISTENT WITH THE REASONABLE ENJOYMENT OF NEIGHBORING PROPERTY, THE ENTIRE PLANNED DEVELOPMENT AND THE EPISCOPAL CATHEDRAL DISTRICTS PUBLIC SERIES.

G. OFF-STREET PARKING: PARKING SHALL BE CONVENIENTLY ACCESSIBLE TO ALL DWELLING UNITS AND OTHER USES, AND SHALL BE PROVIDED PURSUANT TO THE MINIMUM REQUIREMENTS OF DIVISION 6, SUBDIVISION 1. SCREENING OF PARKING AND SERVICE AREAS IS REQUIRED THROUGH AMPLE USE OF TREES, SHRUBS, EARTH BERMS, HEDGES AND SCREENING WALLS.

H. SCREENING: WHEN NONRESIDENTIAL USES OR STRUCTURES IN A PLANNED DEVELOPMENT ABUT RESIDENTIAL STRUCTURES, APPROPRIATE SCREENING OF ALL PARKING AND LOADING AREAS SHALL BE PROVIDED AS FOLLOWS:

A. A SOLID MASONRY OR STOCKADE FENCE WITH A MAXIMUM HEIGHT OF SIX FEET; OR

B. DENSELY PLANTED MATURE SHRUBBERY HAVING A MINIMUM HEIGHT, AT THE TIME OF PLANTING, OF SIX FEET.

CONFORMANCE WITH THE HEIGHT AND LOCATION OF COMMON OPEN SPACE SHALL BE CONSISTENT WITH THE DECLARED FUNCTION OF THE COMMON OPEN SPACE AS SET FORTH IN THE APPLICATION FOR THE PLANNED DEVELOPMENT, AND THERE SHALL BE SUCH PROVISIONS FOR THE OWNERSHIP AND MAINTENANCE OF THE COMMON OPEN SPACE AS ARE REASONABLE TO ENSURE ITS CONTINUITY AND CONSERVATION.

J. ACCESSORY STRUCTURES: ACCESSORY STRUCTURES, BUILDINGS AND USES SHALL BE SUBJECT TO THE REGULATIONS CONTAINED IN SECTION 42-121.



SCALE: 1" = 20'-0"

PROJECT

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

NOTES:
1.

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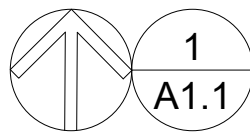
SHEET NAME:

**SITE PLAN &
PRELIMINARY
FLOOR PLANS**

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

A1.0

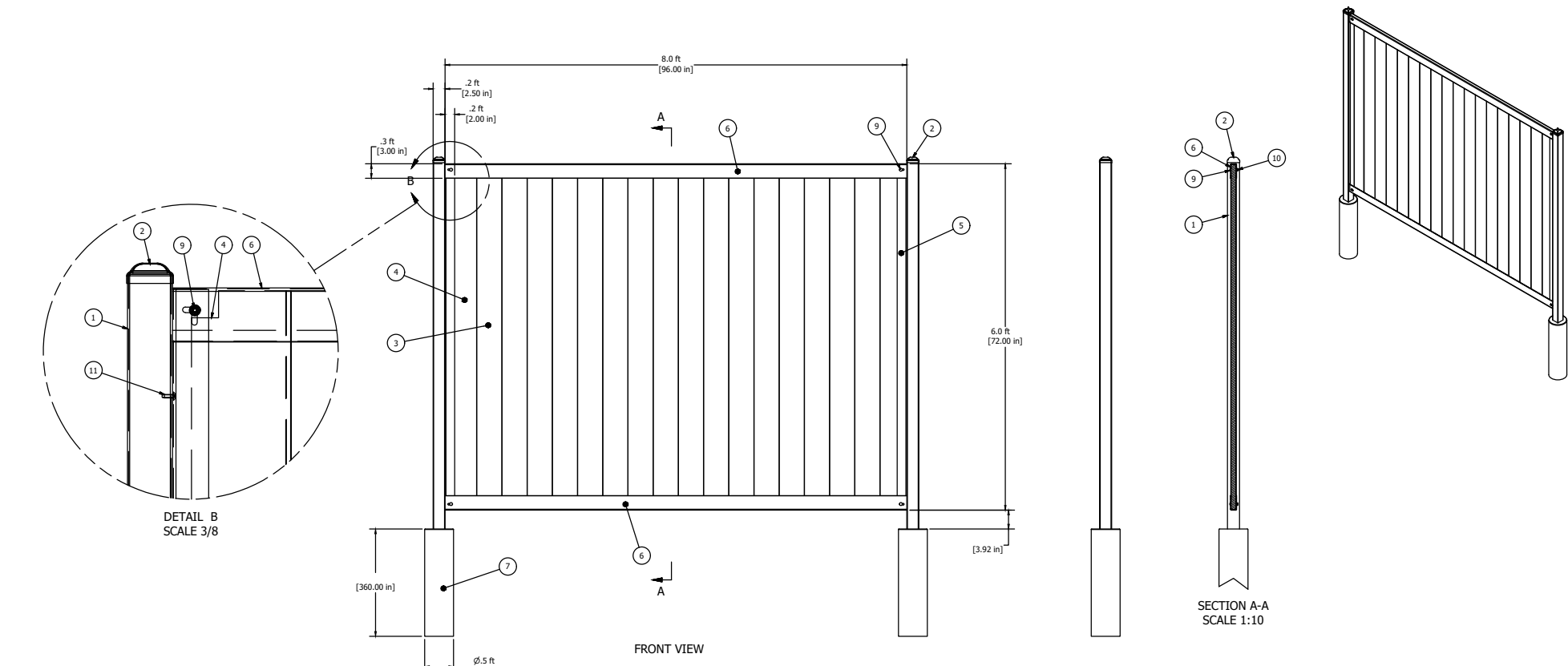
SCALE: 1" = 20'-0"



CONCEPTUAL LANDSCAPE PLAN

SCALE: 1" = 20'-0"





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

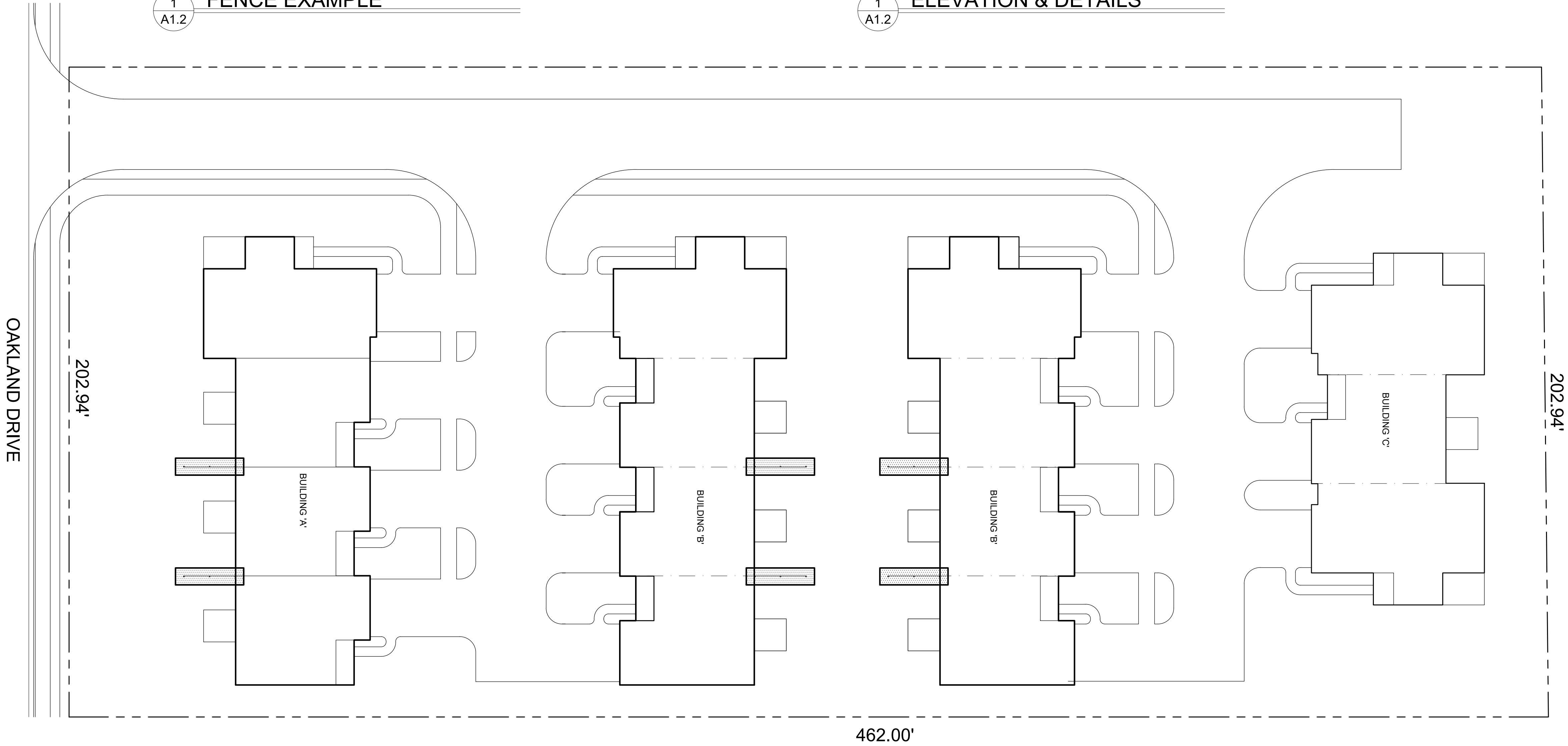
GENERAL NOTES

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

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

1 FENCE EXAMPLE
A1.2

1 ELEVATION & DETAILS
A1.2



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

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

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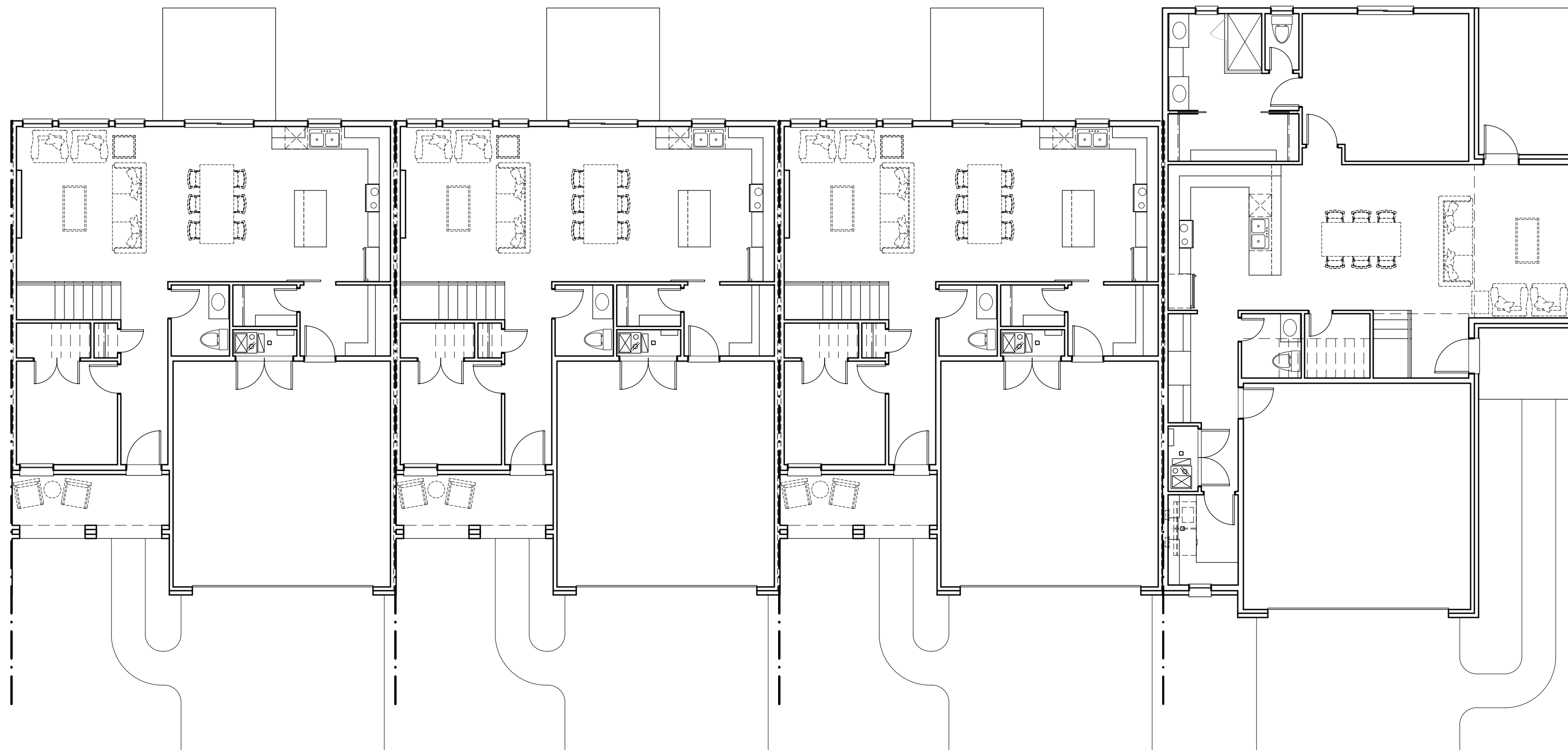
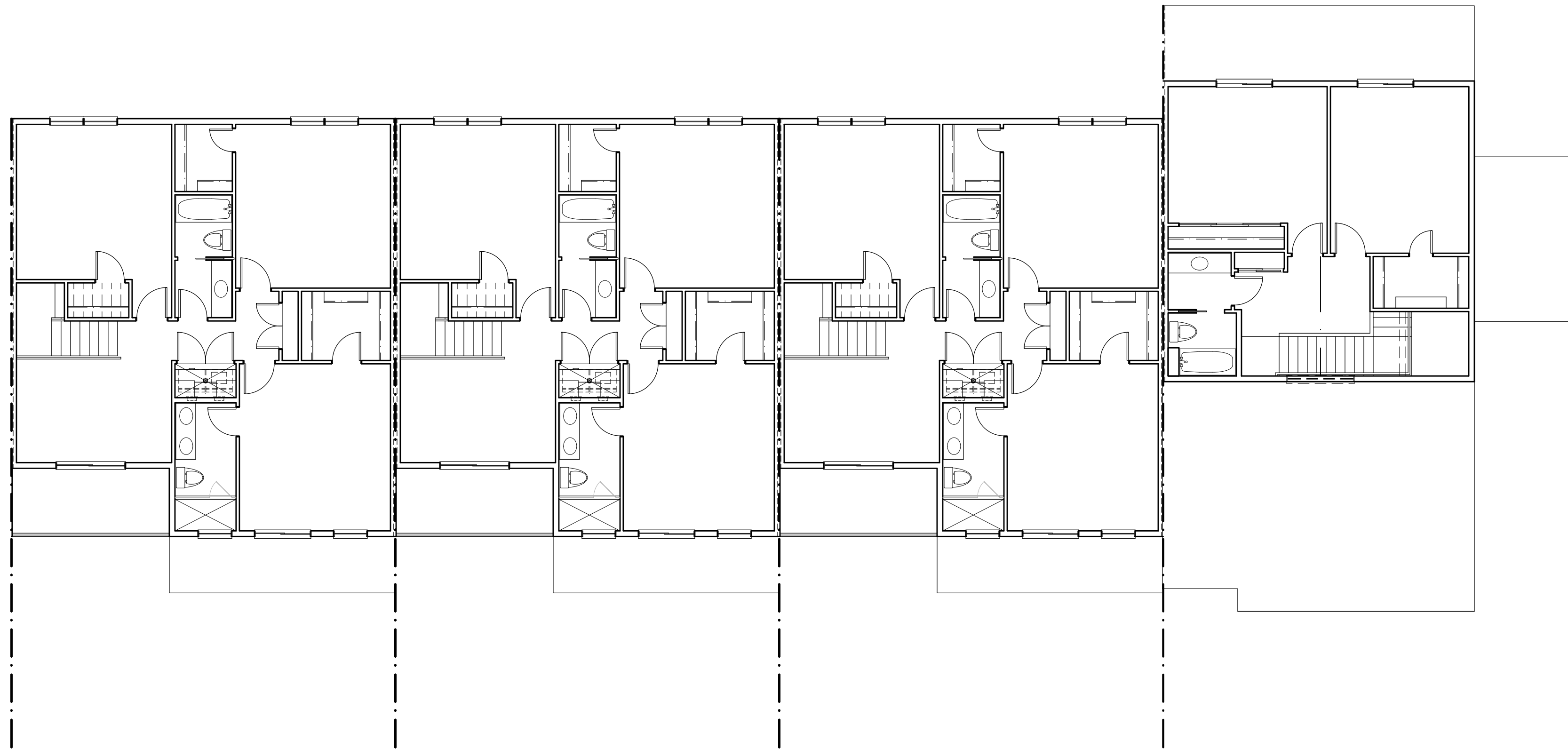


SHEET NAME:
PRIVACY FENCE
DETAILS

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

A1.2

SCALE: AS SHOWN

[illegible]

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DESIGN PROFESSIONAL IN CHARGE:



SHEET NAME:
OVERALL BUILDING
PLANS
BUILDING TYPE 'A'

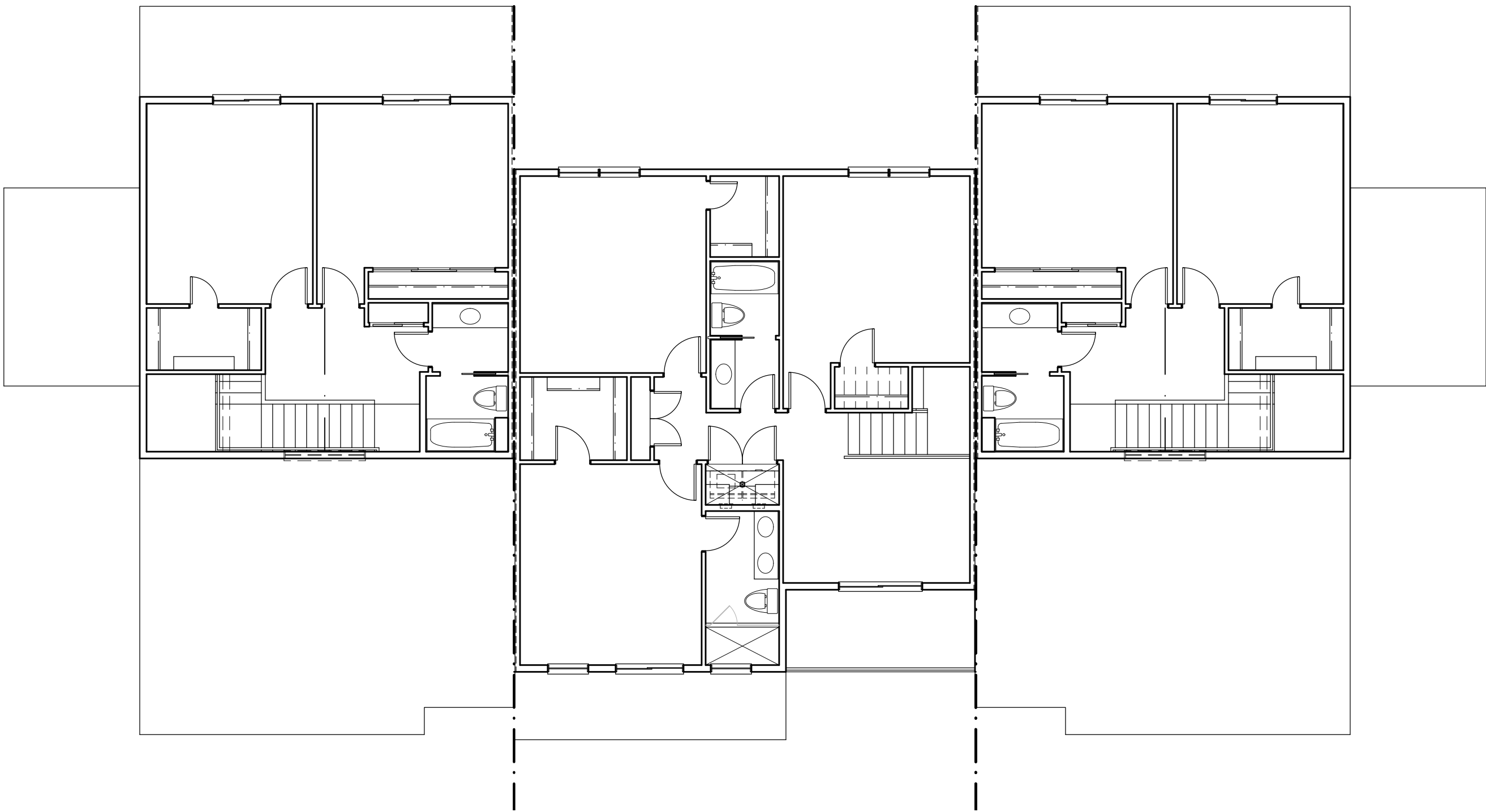
DATE :	10-21-2021
DRAWN BY :	EAF
CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

A2.2

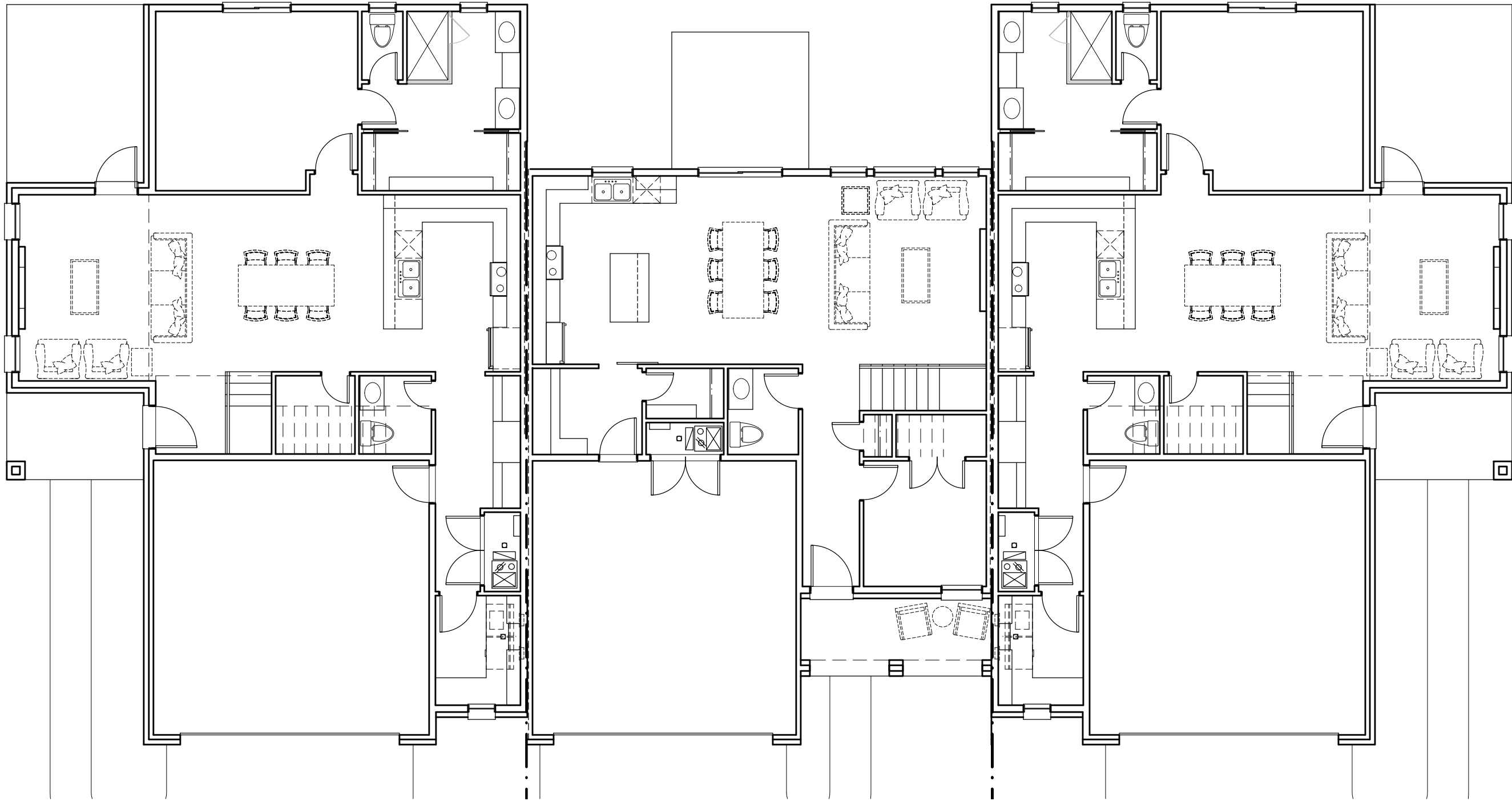
SCALE: $1/8" = 1'-0"$



SCALE: $1/8" = 1'-0"$



2 SECOND FLOOR PLAN - BUILDING TYPE 'C'
A2.4 SCALE: 1/8"= 1'-0"



1 FIRST FLOOR PLAN - BUILDING TYPE 'C'
A2.4 SCALE: 1/8"= 1'-0"

BUILDING 'A' & BUILDING 'C' ELEVATIONS SIMILAR.



**& A ARCHITECTURAL
ENGINEERING**
250 W. BIG BEAVER RD.
SUITE 510
TROY, MI 48084
P. 248.282.6475
F. 248.590.0257
azhermatty@gmail.com

ISSUED FOR	DATE
PLAN REVIEW	04-28-2022

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CHECKED BY :	AM
JOB NO :	21-167
SHEET:	

A4.0

SCALE: $1/8" = 1'-0"$



NOTE #1

FINAL COLOR SELECTION MAY VARY.

J&H ARCHITECTURAL ENGINEERING

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ENGINEERING**
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SUITE 510
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azhermatty@gmail.com

WOODWAY HOME, LLC
7425 OAKLAND DRIVE
PORTAGE, MI 49024

[illegible]

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DESIGN PROFESSIONAL IN CHARGE:



SHEET NAME:
OVERALL BUILDING
ELEVATIONS
BUILDING 'B'
RENDERINGS

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

A4.1

SCALE: 1/8" = 1'-0"



3 RIGHT SIDE ELEVATION - BUILDING 'B'

A4.1 SCALE: 1/8"= 1'-0"

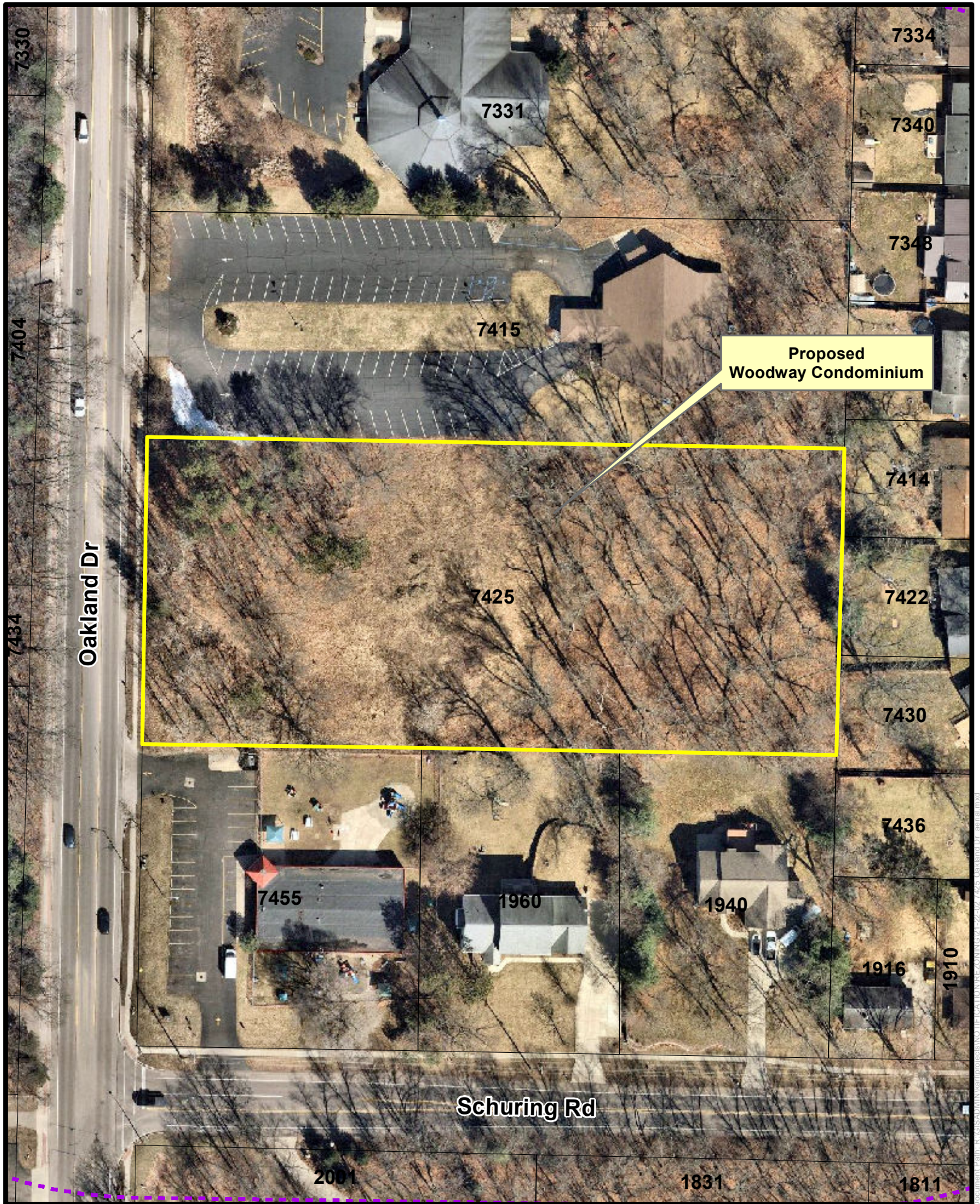


2 LEFT SIDE ELEVATION - BUILDING 'B'

A4.1 SCALE: 1/8"= 1'-0"



1 FRONT ELEVATION - BUILDING 'B'
A4.1 SCALE: 1/8"= 1'-0"



 Subject Property
2021 Nearmap Imagery

Aerial Photography
7425 Oakland Drive



1 inch = 80 feet
Date: 4/20/22

Staff's Picture Map





Picture 1. Looking east along Oakland Drive. Subject site is forested lands to the left (north) of sidewalk, beyond the parking lot. Picture taken May 4, 2022.



Picture 2. Looking north toward subject site containing forested lands. Kingdom Hall of Jehovah's Witnesses shown to the left. Picture taken May 4, 2022.



Picture 3. Looking north across subject site. Homes along Starbrook Street shown in background. Picture taken May 4, 2022.



Picture 4. Looking north toward subject site containing forested lands. ‘A Touch of Home Childcare’ daycare center to the right (beyond picture). Picture taken May 4, 2022.



Picture 5. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and two single family homes along Schuring Road shown in background. Picture taken May 4, 2022.



Picture 6. Looking east across subject site. ‘A Touch of Home Childcare’ daycare center and a single-family home along Schuring Road shown in background. Parking lot of Kingdom Hall of Jehovah’s Witness in foreground. Picture taken May 4, 2022.

CITY OF PORTAGE PLANNING COMMISSION

FINAL AGENDA

**Thursday, May 19, 2022
7:00 PM**

Portage City Hall Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES:

- * 1. Minutes dated April 21, 2022

PUBLIC HEARINGS

SITE/FINAL PLANS:

OLD BUSINESS:

NEW BUSINESS:

- * 1. A Tentative Plan and Rezoning Application (#21/22-2), from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive.
 - E-mail from Steve Walsh dated May 19, 2022
 - Letter from Dan and Sheila Mowry dated May 19, 2022
 - Letter from Larry Provancher dated May 14, 2022

STATEMENT OF CITIZENS:

ADJOURNMENT:

- 1. Adjourn the meeting and move to Conference Room 1 for a one-hour Planning Commission Workshop related to the Master Plan update

Star (*) indicates printed material within the agenda packet.

Tamara Stephens

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, May 19, 2022 9:50 AM
To: Eric Feldt
Subject: 7425 Oakland / Woodway Condo Rezoning Comments

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hi Eric,

Below please find the statement that my wife and I prepared for today's rezoning meeting. Please let me know if you prefer it to be in an attached document, and I can send that over.

Regards,
Steve

My wife and I live at 7422 Starbrook St, the central property that borders the lot in question on its Eastern/rear side. We chose our house because there is a great sense of space and privacy in the backyard. We spend a lot of time in our yard, and very much appreciate our privacy. The lot in question is a good size for a nice house, but we believe it to be too small for the proposed project. That is evident by the fact they plan to put a building 20 ft from our property line, which will be clearly visible above our privacy fence, overshadowing our backyard and taking away our sense of space and privacy. As it is currently zoned, the minimum rear setback for any residential lot is 40-ft, which would be much more appropriate in this case, rather than the proposed 20-ft.

There are 5 houses in total, whose backyards butt against this lot, so I know we are not the only ones who are concerned. It is a beautiful lot, and we expect something will be built there eventually, but we really hope it will be a house with a backyard of its own, providing more space than 20-ft to our back fence.

In the *Existing Conditions* section, it is mentioned that the Southern border consists of the child care center, when in fact, there are also 2 homes whose entire rear property line borders this lot. Similarly for the Eastern border, only my home is listed, though there are 2 other homes whose entire rear property line also border this lot. The impact on the surrounding neighborhood has been under-emphasized in this section.

If the rezoning is approved and the project moves forward, my wife and I will likely begin seeking other living arrangements.

Respectfully,
Steve and Kim Walsh

May 19, 2022

City of Portage
Department of Community Development
7900 South Westnedge Avenue
Portage, Michigan 49024

Dear Council,

We are writing to express our strong opposition to the proposed rezoning of the property located at 7425 Oakland Drive from R-1B to Planned Development for condominiums.

We are absolutely opposed to the addition of multi-family housing that will cause traffic and safety problems, and potentially lower the property values of the existing community.

We urge you to disapprove the proposed rezoning.

Thank you for your continued service and support of our communities.

Best regards,

Dan and Sheila Mowry
1940 Schuring Road

I have talked to Omar ~~Al-Basha~~ ^{about} the Woodway
condemning on their different ^{occasions} and I
and I support ~~their~~ his plan to develop property on Oakland
Ave. ~~As a~~ ^{As a} resident of the adjoining property, I
now live ~~there~~ ^{here} since 1963 I believe the
proposed development will ~~be~~ have a positive
impact on the neighborhood & city.

Jane Frovander 5/14/2022
7414 Starbrook, Portage, Michigan

TO: City of Portage Planning Commission**DATE:** May 26, 2022**FROM:** Kelly Peterson, Director of Community Development**SUBJECT:** Additional information requested related to the Proposed Rezoning #21/22-2 ‘Woodway Condominiums.’

At the May 19, 2022, Planning Commission Meeting, additional information was requested by the Commission from during the discussion of proposed rezoning #21/22-2 ‘Woodway Condominiums.’ The Commission requested information from staff regarding 1) existing condominium project density on Oakland Drive in relation to the proposed project, and 2) a response addressing public comments/concerns regarding traffic congestion and safety impacts in relation to the proposed development. Responses have been provided below for the Commission’s review and consideration.

1. Existing Condominium Densities along Oakland Drive

The proposed density of the project was discussed, and the Commission requested information regarding the density of existing condominiums along Oakland Drive, specifically ‘Whisper Rock Condominiums’, ‘Eagle Meadows Condo’, and ‘The Village at Brighton Lane’. The density, acreage, and total units of those condominium projects (as well as the proposed Woodway Condominiums for comparison) are provided below by the Department of Community Development.

Whisper Rock Condominiums

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

The Village at Brighton Lane

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

Eagle Meadows Condo

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

Proposed Woodway Condominiums

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

2. Information and data response to public comments/concerns regarding traffic congestion and safety impacts in relation to the proposed development

Public comments and concerns were expressed at the May 19 Commission meeting regarding

traffic congestion and traffic safety related to the proposed condo development at 7425 Oakland Drive. The following response and related data has been provided by the City of Portage Department of Transportation and Utilities to address these concerns.

A raw trip generation table was created utilizing Institute of Transportation of Engineers' 8th Edition Trip Generation Tables (attached). A land use code of 230 was used to generate weekday, AM peak and PM peak hour traffic volume for 15 new condos. As can be seen a total of 123 weekday, 11 AM peak hour and 13 PM peak hour trips are forecasted. When these trips are compared to an existing 24-hour traffic volume count (attached) collected on Oakland Drive north of the development on August 6th, 2020, it appears that the weekday traffic is approximately 0.9% of the 24 -hour traffic volume on Oakland Drive whereas AM peak and PM peak hour volumes of the development are approximately 2% and 1% of the existing AM and PM peak hour traffic on Oakland Drive. The proposed driveway for the development is located approximately 400-ft from Schuring Road which is beyond the functional area of the intersection.

Since both commercial and employment hubs are located to the north of the development, most of the trips are anticipated to make right turn while coming out of the development hence not slowing down Oakland Drive northbound traffic. Southbound left turn vehicles will utilize existing two-way let-turn lane to access development while finding the gaps among on-coming northbound vehicles.

A three-year crash history report (attached) was generated for this segment of Oakland Drive (between Schuring Road and Mansfield Avenue) which indicates only 5 reported crashes occurring over this period without any serious injuries. Since both trips generated and the crash history numbers are markedly low, the Department of Transportation and Utilities does not see any adverse traffic congestion or traffic safety issues posed by the proposed development.

Attachments: ITE Trip Generation Tables
Traffic counts
Crash History Report

Residential Condominium/Townhouses

Trip Generation Analysis

Unadjusted Trip Ends

No.	Land Use				Weekday			AM Peak Hour						PM Peak Hour					
	Type	Code No.	Size	Unit				Adjacent Street			Generator			Adjacent Street			Generator		
					Two Way	In	Out	Two Way	In	Out	Two Way	In	Out	Two Way	In	Out	Two Way	In	Out
1	Residential Condo/Town	230	15	Each	123	50% 62	50% 62	11	17% 2	83% 9	n/a	n/a	n/a	13	67% 9	33% 4	n/a	n/a	n/a

Note: Source: ITE Trip Generation, 8th Edition.

Oakland Drive south of Romence Road

Location Info		Count Data Info	
Location ID	400550	Start Date	8/6/2020
Type	I-SECTION	End Date	8/7/2020
Functional Class	Urban Min Art	Start Time	12:00 AM
Located On	Oakland Dr	End Time	12:00 AM
SOUTH OF	Romence Rd	Direction	2-WAY
Direction	2-WAY	Notes	
Community	Portage	Count Source	Oakland Dr S of Romence
MPO_ID		File Name	Oakland 400550.mdb
HPMS ID		Weather	
Agency	Kalamazoo Area Traffic Study	Study	
		Owner	burly
		QC Status	Accepted

Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
00:00 - 01:00	18	19	9	3	49
01:00 - 02:00	4	11	5	4	24
02:00 - 03:00	3	10	10	4	27
03:00 - 04:00	3	2	6	6	17
04:00 - 05:00	3	10	10	14	37
05:00 - 06:00	15	16	28	32	91
06:00 - 07:00	33	46	87	95	261
07:00 - 08:00	110	147	158	190	605
08:00 - 09:00	146	166	160	199	671
09:00 - 10:00	188	183	168	186	725
10:00 - 11:00	208	189	197	254	848
11:00 - 12:00	203	229	250	266	948
12:00 - 13:00	278	253	258	280	1069
13:00 - 14:00	299	288	299	302	1188
14:00 - 15:00	260	286	251	267	1064
15:00 - 16:00	266	254	256	314	1090
16:00 - 17:00	306	280	332	317	1235
17:00 - 18:00	314	303	272	251	1140
18:00 - 19:00	224	212	207	189	832
19:00 - 20:00	188	169	166	139	662
20:00 - 21:00	111	111	114	94	430
21:00 - 22:00	104	83	86	53	326
22:00 - 23:00	62	41	47	27	177
23:00 - 24:00	37	22	19	8	86
TOTAL					13602

VOLUME_254063409

Standard Crash Report - Milepoints

Portage (CityVillage)

Report Module: Safety Management Analysis

Today's Date: Thursday, May 26, 2022

Dates: 1/1/2018 to 12/31/2020

Animal Crashes: Excluded

PR/RoadName: 3392465 : Oakland Dr

Milepoints: From 2.481 to 2.759

Sort Order: Road Name, Milepoint, Date of Crash

Milepoint Intersection Name

2.481 Oakland Dr & Schuring Rd

Milepoint Intersection Name

2.759 Oakland Dr & Mansfield Ave

Milepoint Intersection Name

Report Filter

Field Name	Operator	Value(s)
Crash Type	=	Angle Driveway or Angle Straight or Angle Turn or Animal or Backing or Bicycle or Fixed Object or Head-on or Head-On Left Turn Driveway or Head-On Left-Turn Not Associated with Driveway or Hit Train or Misc. Multiple Vehicle or Misc. Single Vehicle or Other Driveway or Other Object or Overturn or Parking or Pedestrian or Rear End Driveway or Rear End Left Turn or Rear End Right Turn or Rear End Straight or Side-Swipe Opposite or Side-Swipe Same

Standard Crash Report - Milepoints

UD-10										Number of				Environmental Condition			Relationship To Road	
MilePoint	Number	City/Township	Crossroad Reference	Location	Crash Type	Severity	Greatest Injury Severity	Date	Weekday	Hour of Occurrence	Veh	Occup	Fat	Inj	Weather	Lighting		Surface
PR Number: 3392465			Road Name: Oakland Dr															
2.481	1546832	Portage	SCHURING	0' X	Misc. Multiple Vehicle	PDO	No Injury	11/26/2018	Monday	09AM-10AM	2	2	0	0	Snow	Daylight	Snowy	Out Shou/Curb
2.486	1946165	Portage	SCHURING	26' N	Head-on	Injury	Non-Incapacit Inj	2/6/2020	Thursday	07PM-08PM	2	4	0	4	Snow	Dark,Lighted	Snowy	On Road
2.523	2034128	Portage	SCHURING	222' N	Misc. Single Vehicle	Injury	Non-Incapacit Inj	7/7/2020	Tuesday	03PM-04PM	1	1	0	1	Clear	Daylight	Dry	Out Shou/Curb
2.686	1560046	Portage	MANSFIELD	385' S	Angle Driveway	PDO	No Injury	12/5/2018	Wednesday	03PM-04PM	2	2	0	0	Cloudy	Daylight	Wet	On Road
2.707	2097386	Portage	MANSFIELD	275' S	Rear End Straight	PDO	No Injury	10/3/2020	Saturday	07PM-08PM	2	3	0	0	Rain	Dark,Lighted	Wet	On Road

Total crashes for PR 3392465: 5 (0 Fatal, 2 Injuries, and 3 PDO)

Eric Feldt

From: Katie Mccoy <ktlynn032@gmail.com>
Sent: Tuesday, May 31, 2022 2:48 PM
To: Eric Feldt
Subject: Plan and Rezoning Application (#21/22-2)

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Eric,
My name is Katie McCoy and my family and I live at 1834 Schuring Rd. We were made aware of the possibility of condos being built to the northwest within 300 feet of our property. We definitely would be opposed to this happening. We enjoy the shade we get from the trees currently on that property and we are concerned that the traffic on Oakland Drive will only increase. We have extended wait times when trying to turn off of Schuring onto Oakland, especially to the south, and at certain times of the day we have long waits at the lights at Romence. Also, our family likes to walk to Oakland Drive Park and it feels a bit harrowing to cross the road where Schuring meets Oakland. Crossing the road in front of the park is also quite difficult because people do not always stop for the flashing lights and there is a lot of traffic. Please let us know if there is anything further that can be done.

Thank you,
Katie McCoy

City of Portage
Eric Feldt - Portage City Planning Commission
7900 South Westnedge Avenue
Portage, MI 49024

Dear Commission,

We are writing to express our strong opposition to #21/22-2 which asks for the rezoning of 7425 Oakland Drive from R-1B to Planned Development for 15 single family housing units. We believe this development will be detrimental to the area. We are strongly opposed to the addition of multi-family housing that will cause traffic and safety problems, destroy local wildlife habitat and potentially lower the property values of the existing community.

Traffic and safety of pedestrians are major areas of concern as Oakland Drive is one of the primary North\South throughways and is already problematic at different times of the day. In addition, the intersection of Oakland Drive and Schuring Road is near the Oakland Drive Park and the existing crosswalk (sans traffic light) would also have increased risk with the addition of 15 new homes in such a small area.

There is abundant wildlife in the area. Any development will both destroy habitat and create additional traffic hazards. As greenspace continues to disappear, it becomes even more important to preserve what is still left.

Property values may be negatively impacted as well. Multifamily dwellings are inconsistent with the older, established neighborhoods in the area. We were disappointed that so few notices were mailed as the area of impact is certainly greater than that indicated in the notice we received.

We urge you to disapprove the proposed rezoning, and from recent meetings and discussions with our neighbors, our opinions are shared by many who have not managed to attend meeting or write letters and emails.

Thank you for your continued service and support of our communities.

Best regards,

Barbara & Mikel Sagara

From: [Tamara Stephens](#)
To: [Tamara Stephens](#)
Subject: FW: 7425 Oakland / Woodway Condo Rezoning Comments
Date: Thursday, June 2, 2022 10:52:00 AM

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, June 2, 2022 9:47 AM
To: Eric Feldt <feldte@portagemi.gov>
Subject: Re: 7425 Oakland / Woodway Condo Rezoning Comments

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

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Hi Eric,
Can you please pass along the following, for this evening's meeting?
Regards,
Steve

Dear Planning Commission:

Thank you for taking our concerns into consideration during the previous meeting. We have some follow-up thoughts, as we are still strongly opposed to the proposal to rezone 7425 Oakland.

I researched the Portage zoning codes and do not agree with the architect's assessment of lot line orientation as she described it in the previous meeting. As currently zoned, the property has only one street frontage (Oakland), and is considered an "interior lot," where Oakland is the front lot line. Therefore, the property line shared with mine would be considered the rear line. The minimum rear setback for an R-1 lot is 40 feet as I stated before. Rezoning and allowing a building to be established at 20 feet would be an enormous nuisance during the build process, and thereafter would be a permanent encroachment on my property.

Next, the proposal describes screening on the South and East lines. However, in the drawn plans with screening, the screening is only drawn on the South line. On the East line (our border), we fear the plan is to rely on the sparse trees and shrubs which already exist and will provide insufficient screening from our property. These trees have been poorly maintained and have dropped branches and one even fell entirely over through our fence last year.

Lastly, it was mentioned that there are other similar developments in Portage with availability. Is there really a need to turn every undeveloped lot in Portage into high-density housing? Not only does this impact green space, but the sense of space in general. We moved into the suburbs to get away from high-density living such as apartments, and I restate that this project would very likely drive us out of Portage.

Respectfully,
Steve and Kim Walsh
7422 Starbrook St.

Here are some of the definitions I pulled from the zoning code documents:

Lot, interior: Any lot other than a corner lot.

Lot lines: The lines bounding a lot defined as follows:

Front lot line: In the case of an interior lot, that line separating such lot from the street. In the case of a corner lot, or double frontage lot, the front lot line is that line separating the lot from either street.

Rear lot line: That lot line opposite the front lot line. In the case of a lot pointed at the rear, the rear lot line shall be an imaginary line parallel to the front lot line, not less than ten feet long, lying farthest from the front lot line and wholly within the lot.

On Thu, May 19, 2022 at 9:56 AM Eric Feldt <feldte@portagemi.gov> wrote:

Thank you, Steve. I will forward your email to the Planning Commission for their consideration of the proposed rezone.

Eric Feldt, AICP, CFM
City Planner | Project Manager
Department of Community Development
City of Portage, MI
Ph: (269) 329-4471
Email: feldte@portagemi.gov

From: Steve Walsh <spwalsh1986@gmail.com>
Sent: Thursday, May 19, 2022 9:50 AM
To: Eric Feldt <feldte@portagemi.gov>
Subject: 7425 Oakland / Woodway Condo Rezoning Comments

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Hi Eric,
Below please find the statement that my wife and I prepared for today's rezoning meeting. Please let me know if you prefer it to be in an attached document, and I can send that over.
Regards,
Steve

My wife and I live at 7422 Starbrook St, the central property that borders the lot in question on its Eastern/rear side. We chose our house because there is a great sense of space and privacy in the backyard. We spend a lot of time in our yard, and very much appreciate our privacy. The lot in question is a good size for a nice house, but we believe it to be too small for the proposed project. That is evident by the fact they plan to put a building 20 ft from our property line, which will be clearly visible above our privacy fence, overshadowing our backyard and taking away our sense of space and privacy. As it is currently zoned, the minimum rear setback for any residential lot is 40-ft, which would be much more appropriate in this case, rather than the proposed 20-ft.

There are 5 houses in total, whose backyards butt against this lot, so I know we are not the only ones who are concerned. It is a beautiful lot, and we expect something will be built there eventually, but we really hope it will be a house with a backyard of its own, providing more space than 20-ft to our back fence.

In the *Existing Conditions* section, it is mentioned that the Southern border consists of the child care center, when in fact, there are also 2 homes whose entire rear property line borders this lot. Similarly for the Eastern border, only my home is listed, though there are 2 other homes whose entire rear property line also border this lot. The impact on the surrounding neighborhood has been under-emphasized in this section.

If the rezoning is approved and the project moves forward, my wife and I will likely begin seeking other living arrangements.

Respectfully,

Steve and Kim Walsh

CONFIDENTIALITY: Pursuant to the Electronic Communications Privacy Act of 1986, 18 U.S.C. Sec. 2510, et seq. (the "ECPA"), notice is given that the information or documents in this electronic message are legally privileged and confidential information, intended only for the use of the individual or entity to whom it is sent. If you are not the intended recipient, please be aware that any disclosure, distribution, use or copying of the contents of this message is prohibited. If you have received this message in error, notify the sender immediately by return mail or contact helpdesk@portagemi.gov and delete this message and any attachments from your system. Thank you.

From: [Tamara Stephens](#)
To: [Tamara Stephens](#)
Subject: RE: Rezoning app for 77425 Oakland Drive
Date: Thursday, June 2, 2022 12:17:07 PM

From: Patti Chen <CHENP@bronsonhg.org>
Sent: Thursday, June 2, 2022 11:10 AM
To: Eric Feldt <feldte@portagemi.gov>
Cc: Patti Chen <5chensters@gmail.com>
Subject: Rezoning app for 77425 Oakland Drive

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

I live at 7324 Oakland Drive, directly across from the Oakland Drive Church driveway. Here are my experiences with the traffic on Oakland, for the last 13 years:

Northbound, **cars routinely go into the turn lane instead of slowing down** when the car ahead of them is attempting to turn Right into any driveway. I've been nearly hit 2x this year;

Cars ignore the pedestrian crosswalk; it's very unsafe for kids to cross to the Oakland Drive Park unless they have supervision and/or a brightly colored clothing or bike flag to make them more visible to the drivers;

I can never turn Left out of my driveway to go North bound, without **waiting for the synchronization between Romence and Center St traffic lights;** and even then, I have to pull into the turn lane and wait for someone to let me into the lane or wait till the line of speeding traffic passes;

The traffic that comes and goes from St. Michael's Lutheran preschool and after school activities is growing each year; check the records, there have been a few **fender benders in that vicinity between St. Mike's and Romence rd intersection;**

School buses routinely honk the horn for drivers who ignore the red blinking bus lights. You can call PPS Bus Depot and they'll verify this!

The intersection of Oakland and Schuring is particularly unsafe – daily there are cars gunning to make a turn between the small and few gaps in the traffic; this is another reason why the pedestrian crossing there is unsafe.

There's more and more bike traffic every year, which is a beautiful attraction to living in Portage; let's not forget about our local special needs adults/kids who go traverse Oakland to get to Shannandale pool, or shops on Center Street, or Oakland park to shoot hoops/playground/soccer/baseball; I drive cautiously 100% of the time I enter/exit our driveway,

because bikes appear out of now where, either from the sidewalk or the bike lane; increasing the already speeding traffic on the route puts them each at greater danger.

I strongly urge the City of Portage to not rezone the lot.

Patti Chen
7324 Oakland Drive
269-491-5040

TO: Honorable Mayor and City Council
FROM: City of Portage Planning Commission
DATE: June 16, 2022

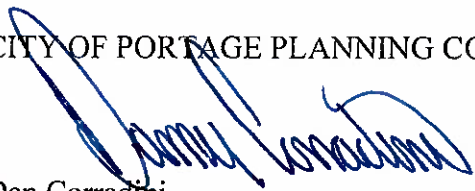
SUBJECT: Rezoning Application # 21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive.

At the June 2, 2022 meeting, the Planning Commission reviewed and discussed Rezoning Application # 21/22-2 from R-1B to Planned Development and Tentative Plan for Woodway Condominiums, 7425 Oakland Drive. During the meeting, four members of the public provided testimony and expressed opposition to the project. City traffic engineer, Muhammad Arif presented the traffic analysis and answered the questions from the Commission and public. The applicant representative, Aswar Madi from J&A Architecture Engineering, was present to support the application and explain the project details. No additional citizens provided testimony during the public hearing to comment on the proposed development.

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

Sincerely,

CITY OF PORTAGE PLANNING COMMISSION



Dan Corradini
Chairman

Attachments: June 2, 2022 Planning Commission meeting minutes.

CITY OF PORTAGE PLANNING COMMISSION

Thursday, June 2, 2022

7:00 PM Portage

City Hall Council Chambers

The City of Portage Planning Commission meeting of June 2, 2022, was called to order by Vice Chair Joshi at 7:00 p.m.

IN ATTENDANCE

Eric Feldt, City Planner
Biqi Zhao, Deputy Director of Planning and Zoning
Muhammad Arif, Traffic Engineer
Catherine Kaufman, City Attorney

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (excused); Vice Chair Joshi (yes); Fries (yes); Pezzoli (yes); Baldwin (yes); Adams (excused); Combs (yes); Youngs (yes); and Freiman (yes).

Commissioner Baldwin motioned to excuse Chair Corradini and Commissioner Adams. Commissioner Fries supported the motion. Motion carried 7 to 0.

APPROVAL OF MINUTES:

Motion by Commissioner Baldwin, seconded by Commissioner Pezzoli to approve the Planning Commission Meeting Minutes of May 19, 2022. Motion carried 7 to 0.

Public Hearings:

A Special Land Use Permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. Mr. Feldt summarized the request for a special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. He described site conditions, details of the proposal, and site plan, and concluded with staff recommended approval with a condition of a screening buffer of coniferous trees in the rear of the building between the proposed use and the residential zoning on the north. Existing trees on the site are deciduous and do not provide year-round screening.

Applicant, Ken Fisher, President of Board of Directors for the Kalamazoo Animal Rescue, 573 66th Street South Haven, Michigan stated that Kalamazoo Animal Rescue started 30 years ago, started as fostering, and has become a more developed organization providing additional services. Commissioner Fries asked if the South Haven location will be closed and relocated to Portage. Applicant clarified his home address is in South Haven, the office for the organization is located in Kalamazoo, and the office will move to Portage. Commissioner Fries asked if the spade/neuter animals are marked such as clipped ears. Applicant stated the animals are tattooed. Vice Chair Joshi asked about the Department of Natural Resources oversight for the applicant's shelter permit. Applicant stated there are yearly building inspections, required floor drains, and a checklist for review.

Vice Chair Joshi opened the public hearing. There being no public comment, Commissioner Pezzoli motioned to close the public hearing. Commissioner Baldwin seconded the motion. Motion carried 7 to 0. Commissioner Pezzoli motioned to approve the special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive with the additional

screening condition. Commissioner Freiman requested an amendment to remove the condition of additional screening in the rear of the building. Vice Chair Joshi asked if removing the condition is allowed given the screening requirement required by the ordinance. Mr. Feldt stated that there is some existing screening, and the planning commission may consider factors in deciding whether the screening requirements required by the ordinance be removed. Mr. Feldt conducted a roll call vote for approval of the amended motion: Pezzoli (yes), Baldwin (yes), Youngs (yes), Freiman (yes), Combs (yes), Joshi (yes). Vice Chair Joshi asked if the amended motion would include removing landscape screening from the front. Attorney Kaufman clarified that the screening in the front on the site plan will remain but the additional screening in the rear will be removed based on the amended motion. Baldwin motioned to approve the amended motion to approve the special land use permit for Kalamazoo Animal Rescue to establish a veterinary clinic with a cat adoption shelter at 4669 Executive Drive. Commissioner Youngs seconded the motion. Upon a voice vote, motion carried 7 to 0.

A Tentative Plan and Rezoning Application (#21/22-2) from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. This case was continued from May 19, 2022, Planning Commission meeting. Mr. Feldt noted additional were materials provided to the Commission since last meeting, including a staff memo detailing the density of other condominium developments along Oakland Drive, a traffic data summary from the Transportation Department, and additional public comments. Mr. Arif, Traffic Engineer for the City of Portage, presented the traffic summary data and concluded the project will generate an insignificant amount of traffic for Oakland Drive. Commissioner Baldwin asked if there was a possibility of adding a traffic light at Schuring Road and Oakland Drive. Mr. Arif responded that traffic volume and traffic delay data would not warrant a traffic signal following the established guideline. Vice Chair Joshi asked if increase in traffic that would warrant a concern for pedestrians and bicyclists. Mr. Arif stated there is no concern based on traffic habits.

Vice Chair Joshi opened the public hearing. Josh Elwits, 7418 Oakland Drive, stated that it is difficult to turn a vehicle out onto Oakland and that he has witnessed two accidents on the road. Azar Gill, 1960 Schuring Road, stated concern about privacy and safety. Specifically, he expressed concern about the proximity of the project to his property. Caroline Kleinschmidt, 7296 Oakland, reiterated some traffic concerns and concerns about the removal of a natural area. Dan Mauwry, 1940 Schuring Road, stated concerns about negative impacts to the environment, sound, and traffic. Applicant representative, Aswar Madi from J&A Architecture Engineering, stated that the data show there will not be adverse effects on traffic. He further noted that the landscape plan will preserve the natural environment and landscaping will be utilized to increase privacy.

There being no further public comment or questions, Commissioner Baldwin motioned to close the public hearing. Commissioner Pezzoli seconded the motion. Motion carried 7 to 0. Commissioner Fries stated his appreciation for Mr. Arif's work, noted that everyone wants to preserve green space, and commented the project will add needed housing units to the city. Commissioner Fries motioned to approve the tentative plan and rezoning application from R-1B to Planned Development for Woodway Condominiums at 7425 Oakland Drive. Commissioner Youngs seconded the motion. Upon a voice vote, motion carried 7 to 0.

NEW BUSINESS

None.

OLD BUSINESS

None.

STATEMENT OF CITIZENS

None.

STATEMENT OF COMMISSIONERS

Commissioner Youngs welcomed the new Commissioner Combs.

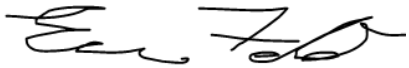
STATEMENT OF STAFF

None.

ADJOURNMENT:

There being no further business to come before the Commission, Vice Chair Joshi adjourned the meeting at 8:00 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Feldt". The signature is stylized with a large "E" and "F".

Eric Feldt, AICP, CFM
City Planner/Project Manager

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF
PORTAGE, MICHIGAN BY AMENDING ARTICLE 4 OF CHAPTER 42,
LAND DEVELOPMENT REGULATIONS OF THE CODIFIED ORDINANCES
OF PORTAGE, MICHIGAN**

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address

Parcel ID Numbers

7425 Oakland Drive

00017-025-C

From R-1B, one family residential to PD, planned development.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Patricia M. Randall, Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2022.

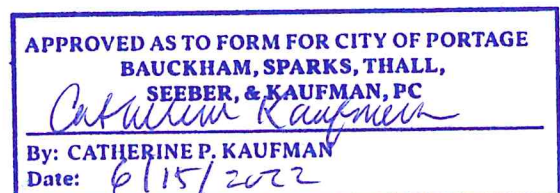
Erica Eklov, City Clerk

Approved as to Form:

Date: _____

By: _____

City Attorney



**ADOPTION OF ZONING ORDINANCE
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Article 4 (Zoning) of Chapter 42 of the Codified Ordinances of Portage, Michigan, was adopted by the City Council at a regular meeting held on the _____ day of _____, 2022, and will become effective _____, 2022.

NOTICE IS FURTHER GIVEN that Article 4 (Zoning) of Chapter 42, Land Development Regulations, of the Codified Ordinance of Portage, Michigan, has been amended as follows:

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address

Parcel ID Numbers

7425 Oakland Drive

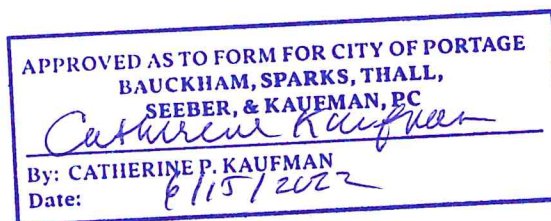
00017-025-C

From R-1B, one family residential to PD, planned development.

PLEASE TAKE NOTICE that a copy of the Ordinance as amended may be purchased or inspected at City Hall on any business day except public and legal holidays from and after publication of this Notice from 8:00 a.m. to 5:00 p.m. local time. Further, a copy of a map showing the property rezoned is also available at the time and days noted above.

Dated: _____

Erica Eklov, City Clerk



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

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

SUPPORTING PERSONNEL: Kelly Peterson, Director of Community Development

ACTION RECOMMENDED: 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 consider approving the City of Portage Brownfield Redevelopment Plan, with Brownfield Redevelopment Plan Amendment No. 9, Kotobuki Seating, 5200 S. Sprinkle Road.

FUNDING: Please refer to financial analysis within the report and attachments.

- Attachments:**
1. Brownfield Redevelopment Authority meeting minutes 05 04 2022
 2. City Council Resolution for Brownfield Redevelopment Plan Amendment No. 9, Kotobuki Seating, Inc.
 3. Kotobuki Seating, Inc Brownfield Plan 05 01 2022 _ with Attachment E
 4. Kotobuki Seating Inc. Reimbursement Agreement

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

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.

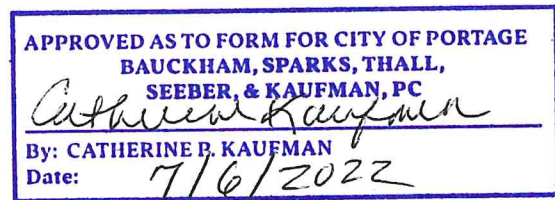
IN WITNESS WHEREOF, I have hereunto set my official signature
this ____ day of July 2022.

Erica Eklov

City Clerk

Patricia M. Randall

Mayor





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*

ATTACHMENTS

ATTACHMENT E: *Declaration/Resolution of Blighted Condition*

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.

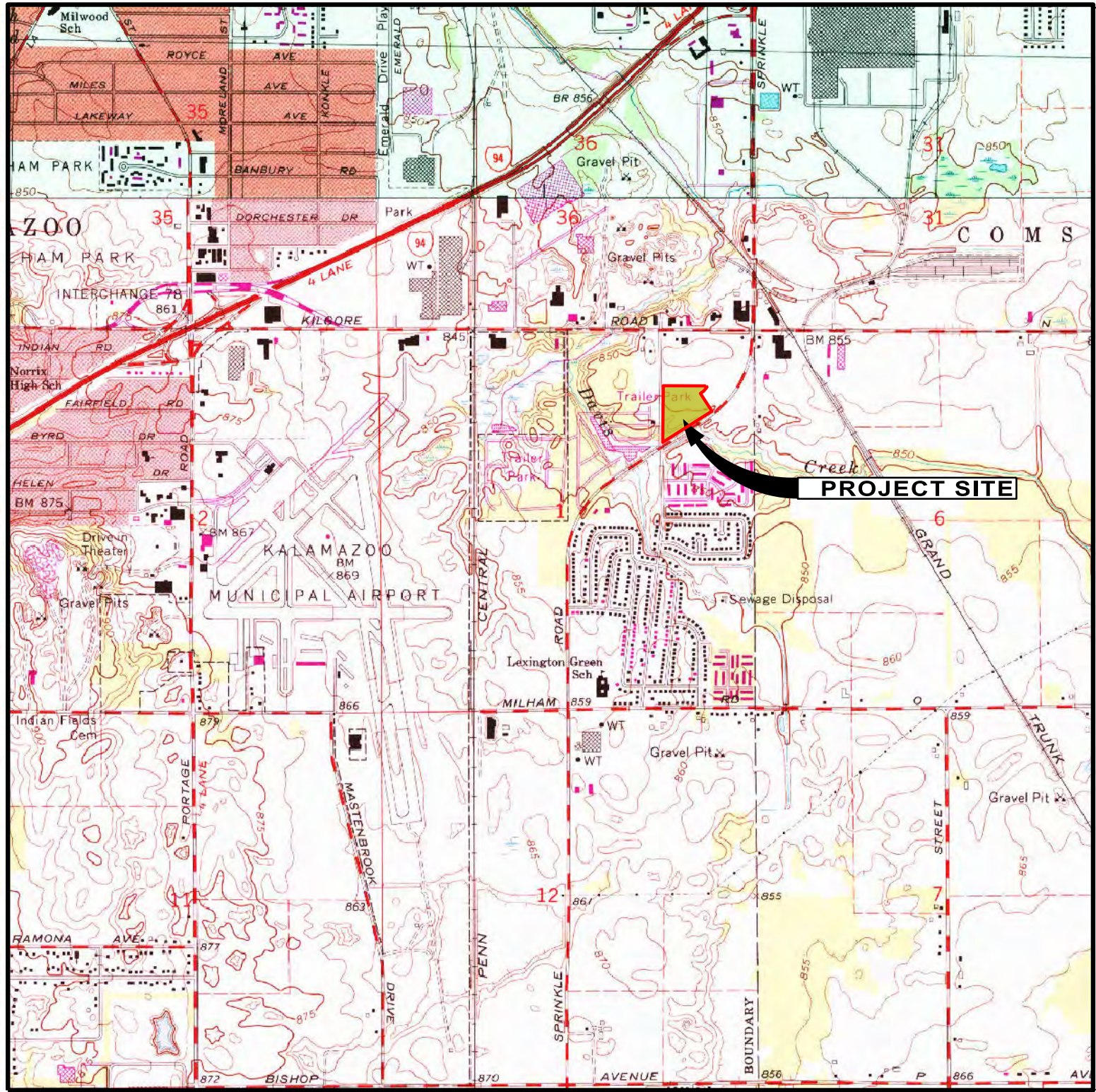
2.13 Other Material that the Authority or Governing Body Considers Pertinent

Not applicable.

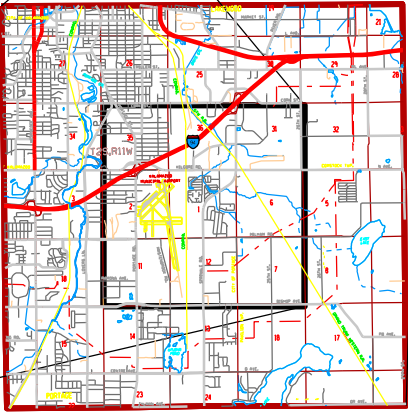
FIGURE 1

LOCATION MAP

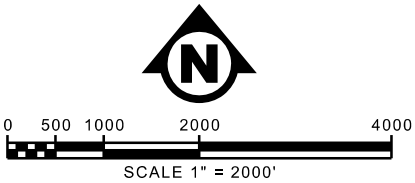




SOURCE: PORTAGE, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



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



envirollogic
 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





0 50 100 200
SCALE 1" = 100'

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	\$ 282,015
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.

ATTACHMENT E

DECLARATION/RESOLUTION OF BLIGHTED CONDITION

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 ~~X~~³rd day of
November, 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

BROWNFIELD REIMBURSEMENT AGREEMENT

This BROWNFIELD REIMBURSEMENT AGREEMENT ("Agreement") is made this day_____ of July 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

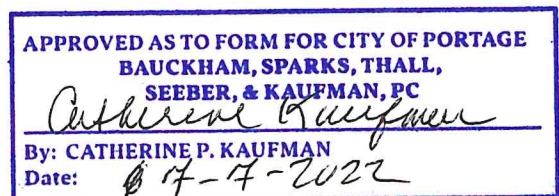


EXHIBIT A
LEGAL DESCRIPTION

5200 S Sprinkle Road (Parcel I.D. 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' 600" 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;