

- 7:00 p.m. Call to Order.
- Invocation.
- Pledge of Allegiance.
- Roll Call.
- Proclamations:
1. Dementia Friendly Community
- A. Consent Agenda:
1. Approve the City Council Meeting Minutes of the:
 - a. Committee of the Whole of August 8, 2023
 - b. Regular Meeting of August 8, 2023
 2. Approve the Accounts Payable Register of August 22, 2023 as presented.
 3. Award an engineering services contract to Williams & Works, Kalamazoo, Michigan for an amount not to exceed \$198,325 for the South Westnedge Avenue Reconstruction Project and authorize the City Manager to execute all documents related to the contract on behalf of the city.
 4. Authorize the purchase of four (4) all-wheel drive vehicles through the State of Michigan MiDEAL Extended Purchasing Program from Berger Chevrolet in the amount of \$137,350 and authorize the City Manager to execute all related documents on behalf of the city.
 5. Authorize the City Manager to sign the Agreement between the Department of the Army and the City of Portage for the Elijah Root Dam removal, Section 506 Detailed Project Report and to execute all documents related to this Agreement.
 6. Approve a resolution to accept the terms of the Project Agreement from the Michigan Department of Natural Resources (MDNR) to receive a grant of \$500,000 from the Land and Water Conservation Fund (LWCF) toward the construction of the Lexington Green Park Improvement Project.
 7. Approve a resolution to apply for a Special License Liquor Permit for the Oktoberfest event to be held on October 7, 2023.
 8. Minutes of Boards & Commissions.
 9. Materials Transmitted of August 3 and August 8, 2023.
 10. Calendar of Meetings.
- B. Petitions and Statements of Citizens:
1. Receive the petition regarding a Farmer's Market location at Portage Road and Zylman Road.
- C. Communications:
- D. Public Hearings:
- E. Regular Business Agenda:
- F. Unfinished Business:
- G. Council Committee Reports:
- H. New Business:
1. Enter into a Closed Session to discuss legal opinions and guidance regarding challenges of a candidate's residency.
- I. Statements of Citizens:

J. Statements of City Council and City Manager.
Adjournment.



CITY OF PORTAGE PROCLAMATION

Dementia Friendly Community Proclamation

- WHEREAS,** Dementia is a broad category of brain diseases that can cause a gradual decrease in a person's ability to think and remember, affecting their daily functioning; and
- WHEREAS,** Alzheimer's disease is the most common type of dementia, with 5.8 million people living with it in the United States; and
- WHEREAS,** experts estimate that by 2050 up to 14 million people in the country may have the disease if a cure is not found; and
- WHEREAS,** more than 16 million Americans provide unpaid care for those with Alzheimer's and other dementias, providing over 18.5 billion hours of unpaid care; and
- WHEREAS,** the Alzheimer's Association estimates that by 2050, the direct costs of caring for those with Alzheimer's in the United States could reach one-trillion dollars;
- WHEREAS,** local communities, professionals, and residents are devoted to the success of the Dementia Friendly Initiative, and the Alzheimer's Association raises funds and promotes awareness to fight Alzheimer's disease and other related dementias; and
- WHEREAS,** the City of Portage is devoted to the success of the Dementia Friendly Initiative and supports those living with dementia; and
- WHEREAS,** the City also recognizes the efforts of caregivers and plans to offer dementia-friendly training to all staff members.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, Mayor of the City of Portage and the Portage City Council support the Dementia Friendly Initiative and ask that all Portage residents recognize their stories, strengths, and efforts of individuals, families, friends, caregivers, and researchers impacted by dementia.

Signed this 22nd day of August, 2023.

Patricia M. Randall, Mayor

COMMITTEE OF THE WHOLE WORK SESSION
AUGUST 8, 2023

Mayor Patricia Randall called the Committee of the Whole Meeting to order at 05:02 PM in the Council Chambers at Portage City Hall.

ROLL CALL: Councilmembers Lisa Brayton, Chris Burns, Lori Knapp (5:03 p.m.), Victor Ledbetter, Terry Urban, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall were present.

ABSENT: None.

ALSO PRESENT: City Manager Pat McGinnis, Chief Operating Officer Adam Herringa, Chief Development Officer Peter Dame, Parks and Recreation Director Kathleen Hoyle, Recreation Program Manager Annie Pryor, Farmer's Market Manager Hannah Martin, and City Clerk Erica Eklov.

DISCUSSION ON THE FARMERS MARKET: Mayor Randall introduced the meeting and had City Manager McGinnis provide a summary for the meeting. He introduced Recreation Program Manager Annie Pryor and Farmer's Market Manager Hannah Martin, who began the presentation regarding the recent Farmer's Market survey. Ms. Martin explained the different forms of surveys utilized, including on-site dot surveys, paper surveys, and an online Survey Monkey portal. She relayed that staff had compiled all market survey responses into the following presentation.

She noted a small calculation error in the location survey, stating it should be 95 out of 145 votes (66 percent). Mayor Pro Tem Pearson asked about the product options definition. Mayor Randall asked about food vendors and food truck meaning. Ms. Martin responded to both.

Mayor Randall then asked about market types. Director Hoyle responded it was ultimately up to the City Council and staff. During the discussion regarding buildings, Mayor Pro Tem Pearson asked how many farmer's market buildings in the county are enclosed. Ms. Pryor and Ms. Martin were unsure of the county statistics but cited similar locations around the state, including Traverse City, Muskegon, and Ann Arbor. Mayor Pro Tem Pearson asked staff to research the attendance at these locations during the winter months. Councilmember Knapp asked whether there was increased complexity or cost to vendors with enclosed spaces. Ms. Pryor responded that the city's existing Holiday Market provided a bit of insight, noting that folding table set-up is an added aspect but, as a former vendor herself, that bigger entry doors allowed for ample set-up and would not create additional costs.

Ms. Martin then discussed the local market options in the community, beginning with the City of Kalamazoo and its current and future plans, as well as the Texas Township Market. She stated that the Portage market currently falls in the middle of the two existing markets, especially featuring live music. Mayor Pro Tem Pearson asked for additional details regarding the enclosure plans and designs for the Kalamazoo Farmer's Market. Ms. Pryor and Director Hoyle responded.

Mayor Randall asked about potential conflicts with produce offerings and local grocers, including somewhat limited options for Michigan produce in the winter season. Councilmember Ledbetter asked how the weather affected market vendor and citizen participation. Ms. Martin responded with statistics from the Portage market thus far this season.

Ms. Martin then closed with the current situation of the Portage market and the readiness to take the next steps. She noted some vendors travel far distances to participate and has asked at least one as to why. The vendor highlighted the support from the city as a welcome aspect. Ms. Martin summarized the findings of the survey. Ms. Pryor closed the presentation with an announcement of receipt of a \$1.75 million grant from the State of Michigan.

Councilmember Brayton announced that she had several petitions she desired to be included in the meeting record regarding citizens' desire to locate the Farmer's Market in the quadrant 4 location, specifically at the Portage and Zylman Road intersection. Mayor Randall also noted a citizen's email she had received which asked the city to consider locating the Market at the newly closed Schram's Greenhouse along South Westnedge Avenue. She then asked City Manager McGinnis for the City Administration's desired goal of the meeting today. City Manager McGinnis responded.

Mayor Pro Tem Pearson asked which quadrant Schram's Greenhouse is located. City Manager McGinnis responded that it was likely part of the City Centre quadrant but questioned the \$3.6 million asking price. Councilmember Brayton inquired about the location survey and the manner in which it was conducted. Ms. Martin responded that she was unable to fulfill the project with her other market duties but noted several staff members in the City Manager's Office assisted by conducting the on-site surveys. Chief Operating Officer (COO) Herringa responded that he was the staff member to conduct that survey on one particular Sunday. Councilmember Brayton asked about surveying citizens with information regarding additional aspects of costs.

Councilmember Knapp asked about the Zylman Avenue location conflicts from the prior Committee of the Whole meeting, asking for confirmation of a proposed land swap provision with the developer of adjacent land at that location who had recently withdrawn a related development application for Austin Landings. There was additional discussion regarding conflicting electric transmission lines for the noted parcel.

Councilmember Urban highlighted the current Department of Public Works (DPW) location in the City Centre, as well as the South Westnedge Park options with existing facilities to utilize. Councilmember Knapp questioned the order of the Council's approach, including its desired amenities, citing the survey results favoring the City Centre. She asked the Council to alter its approach to first focus on amenities. Councilmember Brayton acknowledged the additional citizen responses included in her petitions, separate from the survey.

Mayor Randall spoke regarding the Portage Zhang Senior Center (PZSC) location options and potential collaborations. She echoed Councilmember Knapp in outlining amenities and costs. Mayor Pro Tem Pearson noted the previously-suggested Portage District Library location would have ADA issues with tiered levels, as Councilmember Brayton had highlighted, and would have related expenses. He echoed a desire for the DPW site with its potential for large buildings, permitting interior market possibilities. He closed by mentioning the PZSC location and utilizing the interior main hall during the winter months and ample parking options with the existing lots and the addition of Brown Avenue. Councilmember Ledbetter expressed an interest in the partially enclosed design and liked the City Centre/quadrant five location. Councilmember Knapp supported a partially enclosed design, especially for rain, but favored a less built-up, more traditional market within the City Centre as a way of building a sense of community. She agreed to tie in the PZSC with the market at some point.

Councilmember Burns began by thanking the staff for increasing attendance at the current market. He noted his focus on funding and the need for parking spaces, especially should the market become more popular. He disagreed with Councilmember Knapp regarding the need for food trucks, citing the citizen survey response favoring food trucks, and recommended aiming for the desired model instead of a patchwork approach. He also expressed a recollection of potential parking issues with the PZSC from the prior meeting. Councilmember Brayton echoed Councilmember Burns's comment to create a design or space that follows the survey responses, as well as Mayor Randall's statement in making the most of what the city owns to reduce costs. She agreed with partially enclosed for instances of inclement weather, citing the 100-year-old market in Cleveland. She agreed with Councilmember Burns regarding planning for future attendance parking and safety. Councilmember Knapp asked for clarification of her comments regarding food trucks and Councilmember Burns responded.

Councilmember Urban asked whether staff had an idea of the site size needed for Portage,

citing the size of the City of Kalamazoo and Texas Township markets. Director Hoyle responded. Mayor Pro Tem Pearson asked staff to estimate the number of parking spaces at the PZSC and compare. He then noted his favor for the Vicksburg Farmer's Market, where the vendor trucks are able to back vehicles into their market stalls, allowing for storage as well as partial enclosure. Director Hoyle confirmed that several vendors with refrigerated trucks currently desire this setup. Councilmember Urban asked whether the initial PZSC design from the prior Committee of the Whole meeting allowed for back-in options. COO Herringa responded that the installation of electricity in the parking lot was part of the existing construction but did not allow for backing in. Councilmember Burns noted the attendance of PZSC Director Phillips and asked for her opinion on interior marketing in light of their current program. Director Phillips responded that a market at the site would be complimentary, noting that the PZSC does not open on Sundays until 2 pm and such a collaboration would likely encourage attendance by seniors.

City Manager McGinnis noted that the upcoming Market could utilize drone footage for traffic/visitor monitoring. Councilmember Burns asked for the specifications on the other two sites Councilmember Urban mentioned, including parking, capacity, and parking. He also asked if it would interfere with any existing programming.

Councilmember Ledbetter noted the site adjacent to the Crossroads Mall with Blaine's Farm and Fleet that could offer potential. Mayor Pro Tem Pearson said such a location would depend on the price asked for, as it is a commercial lot.

PETITIONS AND STATEMENTS OF CITIZENS: Andrea Stork (1515 Dogwood Drive) asked if the city was limited to Sundays, and asked about traffic issues.

Mayor Randall asked staff to respond to Ms. Stork's questions. Director Hoyle responded that Sunday had been chosen by staff to avoid scheduling conflicts with other markets and utilizing the same vendors. She further responded to the traffic concern. There were no additional citizen comments.

SUMMARY OF DISCUSSION (& NEXT STEPS): Mayor Randall began summarizing the next steps, noting the Council desired the current Senior Center with adjacent land; the current DPW location; or South Westnedge Park with partially enclosed designs.

Councilmember Burns inquired about the adjacent property owner for the Zylman Road location and whether he remained amenable to the prior land offer to keep that location viable or if the agreement was null, and then what could the city do with the existing city land.

Ms. Stork asked about the status of the former D&W plaza on Romence Road and whether that was private property as well. Mayor Randall responded, noting the owner is experiencing tenant issues and several additional hurdles with the location of the city.

There was additional discussion regarding Councilmember Ledbetter's suggested Crossroads Mall location and associated issues, with a consensus to avoid pursuing it.

Councilmember Urban asked about undeveloped city land in the upper west portion of South Westnedge Park, as well as additional city land behind the Portage Public Safety location. City Manager McGinnis emphasized the need for a visible location for both impulse shoppers and to meet the desire of the vendors.

Councilmember Burns suggested a potential collaboration with the Portage Community Center (PCC). Mayor Randall noted Councilmember Knapp was the current City Council liaison on the PCC Board. Mayor Pro Tem Pearson noted the location was closed on Sundays. Director Hoyle noted the city had existing agreements with the PCC for parking and indemnification agreements. COO Herringa asked Mayor Randall for clarification regarding City Council inquiries requiring responses, including Councilmember Brayton asking about viable buildings at the Schram's Greenhouse location.

There was additional discussion regarding the DPW location. Councilmember Urban noted the potential for a 5-year development timeline. Councilmember Urban also expressed concern about the Schram's site due to usable wetlands and removing the property from private redevelopment along the South Westnedge corridor.

City Manager McGinnis outlined the anticipated next steps for staff, including hiring a design consultant with expertise specializing in markets. Councilmember Knapp asked which site a consultant would pursue. City Manager McGinnis responded, including financing options and costs.

ADJOURNMENT: Mayor Randall adjourned the meeting at 06:27 PM.

Erica L. Eklov, City Clerk

CITY COUNCIL MEETING MINUTES FROM AUGUST 8, 2023

Mayor Patricia Randall called the Regular Meeting to order at 07:03 PM in the Council Chambers at Portage City Hall.

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

ABSENT: None.

ALSO PRESENT: City Manager Pat McGinnis, Chief Operating Officer Adam Herringa, Chief Development Officer Peter Dame, City Attorney Catherine Kaufman, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to reflect on working together to ensure the city the citizens love remains a thriving community. Following the moment of silence, the City Council recited the Pledge of Allegiance.

CONSENT AGENDA: Councilmember Brayton removed Item A.3. (Portage Industrial Drive Parcels). Motion by Burns, seconded by Ledbetter, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

Approval of Minutes: Motion by Burns, seconded by Ledbetter, to approve the City Council Meeting Minutes of the Regular Meeting of July 25, 2023. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Burns, seconded by Ledbetter, to approve the Accounts Payable Register of August 8, 2023 as presented. Upon a roll call vote, motion carried 7 to 0.

Board & Commission Interviews: Motion by Burns, seconded by Ledbetter, to set a Special Meeting on Tuesday, October 3, 2023, beginning at 5:30 p.m., to interview Board and Commission applicants. Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards and Commissions: Motion by Burns, seconded by Ledbetter, to receive the minutes of the Senior Citizens Advisory Board of June 21, 2023. Upon a roll call vote, motion carried 7 to 0.

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

PETITIONS AND STATEMENTS OF CITIZENS:

1. Jihan Young (2312 Hemlock) announced her candidacy for City Council, noting her efforts and opportunities with the city since being appointed to the Human Services Board.
2. Les Minor (2514 East Shore Drive) noted he was unable to attend the previous regular Council meeting but addressed a quote by Mayor Pro Tem Pearson from that meeting. Mr. Minor stated the wording appeared to be political by giving Mayor Randall, not the area citizens, praise for the Austin Landings project withdrawal. He then addressed the City Attorney regarding the July 25, 2023, letter from developer Dale Kraker. Mr. Minor expressed a conflict of interest with the Mayor and wanted to know of any discussions between the Mayor and Mr. Kraker. Mayor Randall responded to Mr. Minor that she never spoke with Mr. Kraker and his response was a result of watching the City Council meeting broadcasts. City Attorney Kaufman asked to review the matter in tandem with the City Manager and respond at a later date.
3. Nancy Kettelman (9737 Woodlawn Drive) thanked the Council for offering a citizen comment period and offered a response to the comments from the July 25, 2023, Council meeting

regarding the Lake Center District Task Force. She expressed concern about criticism of the Task Force and echoed Mayor Randall that area residents also desired a quality project, but for more single-family housing to maintain a quality of life in the city. She further cited other studies regarding quality developments without using high-density and quoted the City Manager regarding positive high-density projects.

4. Pamela Kanouse (10157 Point'O'Woods Circle) spoke regarding the positive potential for a high-density housing development and its offerings to citizens seeking to own a home. She noted that her family includes a son with disabilities who has struggled to achieve homeownership in the current market.

PUBLIC HEARINGS:

Tentative Plan and Rezoning Application (#22/23-9) - 732, 810, 830, and 906 East Centre

Avenue: Mayor Randall opened the public hearing at 7:20 p.m. Councilmember Urban noted his agenda software was malfunctioning, affecting his review. While a remedy for the technical difficulties was underway, Chief Development Officer Pete Dame provided a summary of the proposed development. Joseph Nawrocki, Director of Development for Trilogy Healthcare, provided a presentation regarding the project.

Denise Sokolowski (2409 Bayside) spoke in favor of senior housing but expressed concern about the staff shifts, noting the adjacent high school traffic timings. Andrea Skidmore (912 East Centre Avenue) expressed opposition to the project, noting it would be directly adjacent to her property. She stated that she relayed a video recording to the entire Council for consideration. Ms. Skidmore further stated that she had learned staff turnover for Trilogy is high and noted she had spoken with a prior employee who had concerns about the treatment of patients. Ms. Skidmore was not aware of a prior resident meeting and relayed she would have attended. Theresa Shave (9729 Woodlawn Drive) wanted to know if the project was income-producing. Mr. Nawrocki confirmed that Trilogy was a for-profit company. Mayor Randall confirmed that taxes would be collected from this property.

Mayor Randall asked the developer to address the Council and audience's questions. Mr. Nawrocki responded regarding his company's outreach efforts, including a Facebook group, and his contact with Ms. Skidmore at a prior Planning Commission meeting. He then addressed her greenspace concerns, noting the existing natural property would include a 72-inch high property fence and landscaped retention basin. Mr. Nawrocki then responded to the staffing questions, noting there would be three shifts but operations for Trilogy would have more information. He noted that his data shows at most 45 additional visitors/cars during peak times. There was additional discussion regarding traffic conflicts with the adjacent neighborhood exiting onto East Centre Avenue. He noted that the development would be constructing a 36-foot-wide entrance egress/ingress in response to city project review concerns. He stressed to the City Council that the developer should not be burdened with traffic issues on Centre Avenue as part of the project.

Ms. Skidmore returned to the podium to question Mr. Nawrocki regarding the Facebook group, traffic, and property line issues related to fencing. He provided her with a resident contact for the group and responded to the questions. Motion by Knapp, seconded by Burns, to close the public hearing. Upon a voice vote, motion passed 7 to 0.

Councilmember Brayton asked the developer if he would consider making the 96-inch-high fence option standard across the project. Mr. Nawrocki stated he would not be amenable to that suggestion and explained the additional fence construction would cost the project additional funds. Councilmember Urban asked about the fencing proposal to date and compared it to the existing fence line. There was additional discussion regarding requiring the installation of taller fencing and the potential for the City Council to make that a condition of approval. Councilmember Burns asked about the city's threshold for a traffic study. Chief Development Officer Dame responded that traffic was a question raised during the Planning Commission's review and confirmed the current project did not

meet the quota for requiring such a study. Councilmember Urban asked about the city code as it pertained to screening between residential and commercial, as well as a lot line adjustment. CDO Dame responded. Councilmember Urban then highlighted that any private property owner can clear-cut their land as desired in light of the green space concerns.

Motion by Knapp, seconded by Burns, to approve the Tentative Plan and Rezoning Application #22/23-9, from OS-1 Office Service and B-1 Local Business Districts to Planned Development (PD) District for a senior housing facility at 732, 810, 830, and 906 East Centre Avenue. Upon a roll call vote, motion carried 6 to 1, with Councilmember Brayton voting no.

Ordinance Amendment #22/23-11 Amending Chapter 42 Article 4 (Zoning Code): Mayor Randall opened the public hearing at 8:19 p.m. Chief Development Officer Pete Dame explained the background development of the current amendments, noting the efforts to bring five different matters into better conformance. He cited the revised definitions for childcare homes, as well as fences on lakefront lots and brewpubs/microbrewers in the B2 and B3 business districts.

Jeff Messenger (9220 East Shore Drive) spoke via phone and stated he was seeking clarification regarding the details of the Zoning Code changes. He relayed that the discussion had answered his questions.

Motion by Burns, seconded by Knapp, to close the public hearing. Upon a voice vote, motion carried 7 to 0. Mayor Pro Tem Pearson inquired about the City Administration's plans to discuss spacing between apartment buildings. Chief Development Officer Dame responded that plans were not currently scheduled.

Motion by Burns, seconded by Brayton, to approve Ordinance Amendment #22/23-11 to amend various sections of Chapter 42 Article 4 (Zoning Code) to ensure consistency with state regulations, address technical items, and other changes. Upon a roll call vote, motion passed 7 to 0.

REGULAR BUSINESS AGENDA:

Property Acquisition - 9131, 9246, and 9996 Portage Industrial Drive: Councilmember Brayton expressed concern about the price of the properties and did not see whether there was an appraisal for each of these properties and wondered about the worth of the properties. She further asked whether there was a Phase 1 Environmental Assessment for the properties. She then asked why the properties were noted as pending on real estate websites, expressing concern about adherence to city procedures. City Manager McGinnis responded that third-party appraisals have not been done, only property valuations provided by the City Assessor. He also relayed that Phase 1 Assessments would be a contingency of the city purchasing the property. He then stated that the properties were showing as a pending sale because offers had been made by the city but were contingent upon the City Council's approval. Councilmember Urban noted that the City Council is usually approached by the City Administration for interest in property acquisition during a closed session, which was recently conducted.

At the invitation of Mayor Randall, City Manager McGinnis explained the city's interests and intentions for the noted properties along Portage Industrial Drive. Public Works Director Rod Russell explained the various operational issues with the current Public Works location that the proposed properties would address.

Motion by Burns, seconded by Pearson, to approve the purchase of properties addressed as 9131 Portage Industrial Drive in the amount of \$106,000; 9246 Portage Industrial Drive in the amount of \$745,000, and 9996 Portage Industrial Drive in the amount of \$300,000; and authorize the City Manager to execute all documents related to these purchases on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: None.

STATEMENTS OF CITIZENS:

1. Denise Sokolowski (2409 Bayside) asked why a realtor was used for the Portage Industrial Drive properties in comparison to the eminent domain process on Mr. O'Brien's East Shore Drive properties.
2. An unidentified resident had asked via phone during the public hearings for additional information regarding residency requirements to serve on the City Council.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Brayton began with a recognition of Jacki Jennings Carter for donating K9 vests to the Police Division. She then noted her attendance at both the Public Safety Swearing-In and Promotion ceremony and the PZSC Centenarian Luncheon honoring several centenarians. She then discussed the city's lobbyist contract with Chuck Perricone, as well as how it pertains to the purchasing ordinance, and inquired about Mr. Perricone's contributions to date. Councilmember Brayton then expressed concern that the entire City Council had not received the withdrawal letter from developer Dale Kraker prior to the July 25th meeting that night. She noted the earlier COW meeting for the Farmer's Market and the city's efforts in bringing a quality market to the citizens of Portage. Councilmember Brayton closed by highlighting the receipt of the Summer Tax bills, noting her own bill is approximately \$17,000.

Councilmember Brayton exited the meeting at 8:44 p.m.

Councilmember Burns issued a reminder about the 13th annual Portage Community Center "Peacock" Strut race on September 9th, encouraging attendance at the event.

Councilmember Ledbetter provided information regarding the recent Task Force meeting and expressed concern with a discouraging response. He asked for any residents with unanswered questions regarding the projects to provide them to Chief Development Officer Pete Dame for a response.

Councilmember Knapp had no comment.

Councilmember Urban spoke regarding the Open Meetings Act and closed session meetings regarding initial discussions for the purchase of property and completing subsequent steps in the open session.

City Manager McGinnis noted recent city infrastructure developments, including the Haverhill Water Tower and Osterhout Lift Station renovation.

Mayor Pro Tem Pearson had no comment.

Mayor Randall noted the earlier Committee of the Whole meeting to discuss additional development for the Farmer's Market and a \$1.75 million state grant received towards the future market's development. She then highlighted several recent city and community events she attended, including a Tower Pinkster anniversary celebration, Friday at the Flats, Springwood Suites opening, a Public Safety recognition ceremony, and the Portage Zhang Senior Center Centenarian luncheon.

ADJOURNMENT: Mayor Randall adjourned the meeting at 09:07 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 August 22, 2023 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 30, 2023 through August 12, 2023 and notes \$563,115.55 in automated clearing house payments, \$1,733,905.91 in paper checks, \$150,780.11 in auto-pay payments, \$7,261,984.06 in electronic payments and \$17,606.25 in credit card payments (July) for a grand total of \$9,727,391.88.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of August 22, 2023

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/30/2023 to 8/12/2023

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Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
08/04/2023	19797(A)	ABONMARCHE CONSULTANTS, INC	PORTAGE RD TRAFFIC IMPACT STUDY	1,185.00
08/04/2023	19798(A)	AIRGAS USA LLC	WELDING SUPPLIES	141.53
08/04/2023	19799(A)	ALL-TRONICS, INC.	QUARTERLY SERVICE MONITORING	159.00
08/04/2023	19800(A)	ALRO STEEL CORPORATION	REPAIR AND MAINTENANCE	563.73
08/04/2023	19801(A)	AMAZON.COM SALES, INC.	FLUKE KIT-TS;WINDOW SHADES-PR;BUTANE STV-PZSC	6,152.50
08/04/2023	19802(A)	VOID		0.00
08/04/2023	19803(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,300.00
08/04/2023	19804(A)	VOID		0.00
08/04/2023	19805(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING	62,074.76
08/04/2023	19806(A)	C D W GOVERNMENT, INC.	DOCKING STATIONS, MONITORS	1,502.38
08/04/2023	19807(A)	C M P DISTRIBUTORS, INC.	MISC POLICE SUPPLIES	1,205.00
08/04/2023	19808(A)	CHARTER COMMUNICATIONS	CABLE TV	496.86
08/04/2023	19809(A)	CIVICPLUS	SERVICE REQUEST SOFTWARE ANNUAL FEE	14,148.33
08/04/2023	19810(A)	COMPLETE LANDSCAPING SOLUTIONS	CONTRACT LAWN MOWING	64.80
08/04/2023	19811(A)	CONSOLIDATED ELECTRICAL DIST INC	REPAIR/MAINTENANCE SUPPLIES	114.44
08/04/2023	19812(A)	COX, ELISA ROSE	FITNESS ORIENTATIONS	120.00
08/04/2023	19813(A)	CROWN TROPHY	NAME PLATES TAGS	20.00
08/04/2023	19814(A)	DATA CONSTRUCTS LLC	WEBSITE HOSTING, DNS FAILOVER SERVICES	178.45
08/04/2023	19815(A)	DEER CONTRACTING & LANDSCAPE	CURB REPAIR, LANDSCAPING, HAUL DEBRIS	11,040.00
08/04/2023	19816(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	133.80
08/04/2023	19817(A)	E J USA, INC.	SIDEWALK ADA PLATES	3,922.88
08/04/2023	19818(A)	EARLE, SHELIA L	FITNESS INSTRUCTION	550.00
08/04/2023	19819(A)	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PAYMENT NASHVILLE	12,781.00
08/04/2023	19820(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ALARM MONITORING	302.50
08/04/2023	19821(A)	ETNA SUPPLY, INC.	PARKS SUPPLIES, VALVE ASSY	658.48
08/04/2023	19822(A)	FARO TECHNOLOGIES, INC.	FARO FOCUS PREM LASER SCANNER	37,927.01
08/04/2023	19823(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,296.02
08/04/2023	19824(A)	GOLF CARS +	GOLF CART RENTAL	362.50
08/04/2023	19825(A)	GORDON WATER SYSTEMS	WATER SERVICES	251.28
08/04/2023	19826(A)	GREATER KALAMAZOO UNITED WAY	UNITED WAY DONATIONS FOR JULY 2023	75.78
08/04/2023	19827(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	257.00
08/04/2023	19828(A)	HALLBERG, JONATHON	REIMB OFFICE SUPPLIES	21.19
08/04/2023	19829(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	11,126.35

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/30/2023 to 8/12/2023

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Check Date	Check	Vendor Name	Description	Amount
08/04/2023	19830(A)	HOFFMAN BROTHERS, INC.	2023 LOCAL STREETS RECONSTRUCTION	220,509.80
08/04/2023	19831(A)	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - MASTER PLAN	21,985.83
08/04/2023	19832(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL SUPPLIES	2,408.89
08/04/2023	19833(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS JOURNEY COVER BAND	775.00
08/04/2023	19834(A)	KEHOE, EDWARD J	FITNESS INSTRUCTION	515.00
08/04/2023	19835(A)	KENDALL ELECTRIC, INC.	LIGHT BULBS	78.37
08/04/2023	19836(A)	KERSTEN, MICHAEL	REIMB CASE/KEYBOARD FOR IPAD, COMPUTER PARTS	149.98
08/04/2023	19837(A)	KURZAVA, MATTHEW STEPHEN	FITNESS INSTRUCTION	690.00
08/04/2023	19838(A)	LANDS END	IC AND RECORDS UNIFORMS	231.90
08/04/2023	19839(A)	LAWSON PRODUCTS, INC	REPAIR/MAINTENANCE SUPPLIES	1,773.84
08/04/2023	19840(A)	LRE	ENGINEERING SERVICES-HAMPTON CREEK BOG	2,818.79
08/04/2023	19841(A)	MACQUEEN EQUIPMENT LLC	SWEEPER REPAIR/MAINTENANCE	207.39
08/04/2023	19842(A)	MAPLE HILL SPRINKLING, INC.	LIBERTY PARK SPRINKLER REPAIR	191.50
08/04/2023	19843(A)	MATTISON, MEGAN	COOKING INSTRUCTION	360.00
08/04/2023	19844(A)	MOTOR PARTS AND EQUIPMENT CORP	EQUIPMENT REPAIR/MAINT SUPPLIES	649.31
08/04/2023	19845(A)	MOTOROLA SOLUTIONS, INC.	APX 8000 RADIOS	2,420.64
08/04/2023	19846(A)	NORMAN CAMERA CO.	MISC CAMERA SUPPLIES	574.10
08/04/2023	19847(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES	3,445.00
08/04/2023	19848(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SERVICES	1,003.38
08/04/2023	19849(A)	OPENGOV, INC	OPENGOV SOFTWARE ANNUAL FEE	36,750.00
08/04/2023	19850(A)	PHILLIPS, KIMBERLY	REIMBURSE FOR EXPENSES	274.60
08/04/2023	19851(A)	PLASKO, PATRICIA MARIE	FITNESS INSTRUCTION	390.00
08/04/2023	19852(A)	PLM LAKE & LAND MANAGEMENT	AQUATIC WEED MANAGEMENT	994.26
08/04/2023	19853(A)	PORTAGE COMMUNITY CENTER	FY 22-23 HUMAN SERVICES BOARD	9,581.25
08/04/2023	19854(A)	PORTAGE FIREFIGHTERS	IAFF UNION DUES FOR JULY 2023	1,980.00
08/04/2023	19855(A)	PORTAGE ON-CALL FIREFIGHTERS	OCFF UNION DUES FOR JULY 2023	20.00
08/04/2023	19856(A)	PORTAGE POLICE OFFICERS ASSOC	PPOA UNION DUES FOR JULY 2023	637.00
08/04/2023	19857(A)	R W LAPINE INC.	HVAC ON-CALL SVCS, CONDENSING UNIT & INSTALL	13,402.34
08/04/2023	19858(A)	ROE-COMM, INC.	MISC RADIO SERVICES	34.93
08/04/2023	19859(A)	ROTO-ROOTER SEWER & DRAIN SERV	MISC DRAIN CLEANING	353.95
08/04/2023	19860(A)	S B F ENTERPRISES, INC.	PRINTING & PROCESSING SUMMER TX BILLS	3,298.00
08/04/2023	19861(A)	SAFETY SERVICES, INC.	SAFETY EQUIP FOR CRACK-SEALER CREW	427.90
08/04/2023	19862(A)	SARKOZY BAKERY LLC	FOOD ASSISTANCE REIMBURSEMENT	62.00
08/04/2023	19863(A)	SHINY BRITE WASHING SYSTEMS LLC	CAR WASHES	99.00

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08/04/2023	19864(A)	SMITH DAWSON & ANDREWS, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
08/04/2023	19865(A)	SNELL, DEBRA	FITNESS INSTRUCTION	320.00
08/04/2023	19866(A)	STOUT, MELISSA JOY	FITNESS INSTRUCTION	365.00
08/04/2023	19867(A)	TAYLOR, GRANT	REIMB EXP-ANNUAL ASSOC OF PUB TREASURERS	170.00
08/04/2023	19868(A)	TMK WORLDWIDE, LLC	METER SERVICE	423.69
08/04/2023	19869(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UAW UNION DUES FOR JULY 2023	589.10
08/04/2023	19870(A)	VANDERVEEN, LAUREN	REIMB AICPA ANNUAL DUES	340.00
08/04/2023	19871(A)	VEOLIA WATER CONTRACT OPERATIONS	MCAP RECONCILIATION, WATER SYS CHEMICALS	41,592.68
08/04/2023	19872(A)	VIRIDIS DESIGN GROUP	A&E EAST CENTRAL TRAIL	2,000.00
08/04/2023	19873(A)	WARNER NORCROSS & JUDD LLP	PROFESSIONAL SERVICES	475.00
08/04/2023	19874(A)	WAYNE COUNTY APPRAISAL LLC	JUNE SPECIAL BILLING SERVICES	4,192.40
08/04/2023	19875(A)	WEST MICHIGAN INT'L LLC	REPAIR/MAINTENANCE SUPPLIES	1,134.98
08/04/2023	19876(A)	WEST MICHIGAN STAMP & SEAL, INC	NAME PLATES FOR NEW STAFF	30.00
08/04/2023	19877(A)	WEST SHORE SERVICES, INC	ANNUAL PREVENTATIVE MAINT/UPGRADES	7,228.69
08/11/2023	19878(A)	GARLOW, BARBARA	BOTTLED WATER - PDPS SWEARING-IN, PINNING	7.49
08/11/2023	19879(A)	STOMMEN, MCKENZIE	NOTARY FEES	20.00
Total ACH				563,115.55

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08/04/2023	324636	ACME ENVIRONMENTAL INC.	RETENTION BASIN MAINT	2,673.00
08/04/2023	324637	ACME SPORTS INC	AMMUNITION	557.75
08/04/2023	324638	AIRTECH PROPERTIES, LLC	BD BOND REFUND	3,600.00
08/04/2023	324639	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	272.00
08/04/2023	324640	ALTA EQUIPMENT CO.	REPAIR MAINTENANCE PARTS	4,506.15
08/04/2023	324641	AMERICAN OFFICE SOLUTIONS	SHREDDER SERVICE	165.00
08/04/2023	324642	ASCENSION BORGESS HOSPITAL	DOT PHYSICAL	88.00
08/04/2023	324643	BAILEY'S MEATS	FOOD ASSISTANCE REIMBURSEMENT	33.00
08/04/2023	324644	BAKER, GWEN	SCHRIER BUILDING DEPOSIT REFUND	150.00
08/04/2023	324645	BALKEMA EXCAVATING, INC.	SANITARY SEWER LIFT STATION IMPROVEMENTS	475,394.18
08/04/2023	324646	BAREITHER, CHAD	STRATEGIC PLANNING	2,905.00
08/04/2023	324647	BEAR CREEK FARM AND MARKET LLC	FOOD ASSISTANCE REIMBURSEMENT	27.00
08/04/2023	324648	BELSON OUTDOORS, LLC	PARKS TABLES & BENCHES	7,828.64
08/04/2023	324649	BERNER, PAMELA	STUART MANOR DEPOSIT REFUND	240.00
08/04/2023	324650	BEYONDTRUST CORPORATION	BOMGAR RENEWAL	2,910.19

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08/04/2023	324651	BLANKENSHIP, SHANNON	SUP YOGA REFUND	30.00
08/04/2023	324652	BRUSH, BENJAMIN	FOOD ASSISTANCE REIMBURSEMENT	8.00
08/04/2023	324653	BUDENIEKS, SHARON	TRIP REFUND 230828 TRAVERSE CITY	200.00
08/04/2023	324654	BURKE, JOYCE	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324655	BURKE, JOYCE	TRIP REFUND 230828 TRAVERSE CITY	1,000.00
08/04/2023	324656	BYER, JANET	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324657	CAMPBELL, ANN	TRIP REFUND 230726 BOAT RIDE CANCELED	50.00
08/04/2023	324658	CAPITOL STRATEGIES, LLC	CONSULTING SVCS - JUNE & JULY	12,000.00
08/04/2023	324659	CATALANO, JOHN	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324660	CATHOLIC FAMILY SERVICES	FY 22-23 HUMAN SERVICES BOARD	13,500.00
08/04/2023	324661	CHICAGO TITLE OF MICHIGAN, INC.	CDBG PROJECT TITLE SEARCH	150.00
08/04/2023	324662	CHO CONSULTING, INC./NOVINZIO	DIGITAL SIGNATURE SUBSCRIPTION	660.00
08/04/2023	324663	CINTAS CORPORATION NO. 2	UNIFORM RENTAL FOR INSPECTORS	10.54
08/04/2023	324664	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	511,112.09
08/04/2023	324665	COCHRAN GLASS AND DOOR, LLC	RAMONA PARK DOOR REPLACEMENT	3,015.00
08/04/2023	324666	COOK, THOMAS	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324667	CORAK, JACQUELINE	SUP YOGA REFUND	30.00
08/04/2023	324668	CRABTREE, MARGIE BETH	VOW RENEWAL CUPCAKES	614.70
08/04/2023	324669	CUTLER, SUE	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324670	CUTLER, SUE	TRIP REFUND 230828 TRAVERSE CITY	1,000.00
08/04/2023	324671	D C PLUMBING	PLUMBING REPAIRS	149.00
08/04/2023	324672	D L GALLIVAN INC.	COPY MACHINE USAGE CHARGES	130.62
08/04/2023	324673	DAVIS, MARY	TRIP REFUND 230726 BOAT RIDE CANCELED	75.00
08/04/2023	324674	DEVON TITLE AGENCY	TITLE SEARCH FOR CITY PROPERTY	325.00
08/04/2023	324675	DISABILITY NETWORK SOUTHWEST MICH	FY 22-23 HUMAN SERVICES BOARD	6,000.00
08/04/2023	324676	DORRANCE FORD INC	FIRE APPARATUS MAINT	237.24
08/04/2023	324677	DRENTH, AMY	SOFTBALL FIELDS DEPOSIT REFUND	97.50
08/04/2023	324678	DRISENGA & ASSOCIATES INC	FIRE FACILITY MAINT	1,168.00
08/04/2023	324679	DUNN, ANGELA	SCHRIER BUILDING DEPOSIT REFUND	150.00
08/04/2023	324680	EL-KHAL, SOHEIL	TRIP REFUND BOAT RIDE CANCELED 230726	50.00
08/04/2023	324681	ELBEN, SUSAN	CRISIS INTERVENTION & INDIV PEER SUP TR-FIRE	700.00
08/04/2023	324682	ELBEN, SUSAN	CRISIS INTERVENTION & INDIV PEER SUP TR-POL	1,050.00
08/04/2023	324683	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	814.44
08/04/2023	324684	EMPSON, MINDY JO	FOOD ASSISTANCE REIMBURSEMENT	74.00

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08/04/2023	324685	ENG., INC.	CONSOLIDATED DRAIN REHAB-PROF SVCS	10,629.97
08/04/2023	324686	ERTZ, CHRISTINE	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324687	FARRELL, JOYCE	TRIP REFUND TRAVERSE CITY 230828	200.00
08/04/2023	324688	GORDON FOOD SERVICE	RAMONA CONCESSION & EVENT SUPPLIES	927.89
08/04/2023	324689	GREATER KALAMAZOO FOP LODGE 98	FOP PORTION OF PPOA UNION DUES FOR JULY	3,048.06
08/04/2023	324690	GROTHAUSE, DAVID	FOOD ASSISTANCE REIMBURSEMENT	20.00
08/04/2023	324691	HAFFENDEN, JOAN	TRIP REFUND TRAVERSE CITY 230828	1,300.00
08/04/2023	324692	HALLAHAN & ASSOCIATES, P.C.	ASSESSING LEGAL SERVICES	436.60
08/04/2023	324693	HART, CAYLA	SCHRIER BUILDING RENTAL REFUND	600.00
08/04/2023	324694	HERNDON, AUSTIN	PER DIEM-ENGINE CO OPERATIONS I TR	258.75
08/04/2023	324695	HERZENSTIEL, GARY R	RHYTHM SOCIETY ORCHESTRA SUMMER CONCERT	2,600.00
08/04/2023	324696	HIBBARD, LINDA	TRIP REFUND BOAT RIDE CANCELED 230726	50.00
08/04/2023	324697	HOLCOMB, JOSHUA	UKULELE INSTRUCTION	300.00
08/04/2023	324698	HOME DEPOT	MISC BUILDING SUPPLIES	1,329.85
08/04/2023	324699	VOID		0.00
08/04/2023	324700	VOID		0.00
08/04/2023	324701	HOOVER, GAIL	TRIP REFUND TRAVERSE CITY 230828	1,000.00
08/04/2023	324702	HOUSING RESOURCES, INC.	FY 22-23 HUMAN SERVICES BOARD	12,500.00
08/04/2023	324703	HUDSON, SOFI	THREE TRIP REFUNDS 231205, 230816, 23083	430.00
08/04/2023	324704	INCLUSION SOLUTIONS LLC	REPLACEMENT VOTING BOOTHS W/LIGHTS	5,710.00
08/04/2023	324705	IRONS, MARTHA	TRIP REFUND 230828 TRAVERSE CITY	1,000.00
08/04/2023	324706	J & B MEDICAL SUPPLY INC	FIRE EMS SUPPLIES	336.00
08/04/2023	324707	J & J LOCKSMITHS	PARK LOCK REPAIRS	38.00
08/04/2023	324708	JERGENS PIPING CORPORATION	HH TENNIS/PICKLEBALL FENCE PAINTING	2,650.00
08/04/2023	324709	JOHNSON, SUSAN	RAMONA PARK VOUCHER REFUND	120.00
08/04/2023	324710	KALAMAZOO AREA TRANSPORTATION STUDY	TRAFFIC TECH SERVICES	4,783.00
08/04/2023	324711	KALAMAZOO CHAPTER OF M.A.R.S.P.	ADS FOR THE PORTAGE ZHANG SENIOR CENTER	180.00
08/04/2023	324712	KALAMAZOO COUNTY HEALTH & COMMUNITY	HHW DUMPING FEE	230.72
08/04/2023	324713	KALAMAZOO COUNTY TREASURER	OAKBROOK AUGUST 2023 MOBILE HOME TAXES	3,447.87
08/04/2023	324714	KALAMAZOO LANDSCAPE SUPPLIES	LAWN RESTORATIONS	280.00
08/04/2023	324715	KALAMAZOO LAWN & GARDEN EQUIPMENT	REPAIR MAINTENANCE	20.95
08/04/2023	324716	KALAMAZOO LITERACY COUNCIL	FY 22-23 HUMAN SERVICES BOARD	1,375.00
08/04/2023	324717	KALAMAZOO YOUTH FOR CHRIST	FY 22-23 HUMAN SERVICES BOARD	3,750.00
08/04/2023	324718	KEANE, MARY ANN	TRIP REFUND TRAVERSE CITY 230828	200.00

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08/04/2023	324719	KEENAN, STEPHANIE	SKATE PARK DEPOSIT REFUND	100.00
08/04/2023	324720	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER CONTRACT, MAINT AGREEMENT	531.00
08/04/2023	324721	KOWALSKE, MEGAN	SUP YOGA REFUND	30.00
08/04/2023	324722	KRAMER, CAITLIN	AMPHITHEATRE DEPOSIT REFUND	150.00
08/04/2023	324723	KUTA, CHERYL	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324724	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR/MAINTENANCE	862.30
08/04/2023	324725	LEWIS, ERIC	LAKEVIEW SOFTBALL DEPOSIT REFUND	100.00
08/04/2023	324726	LIBRA INDUSTRIES, INC. OF MICHIGAN	FIRE OPERATING SUPPLIES	410.00
08/04/2023	324727	LOCEY SWIM POOL CO.	CITY HALL FOUNTAIN SUPPLIES	110.60
08/04/2023	324728	MAAS, JESSICA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
08/04/2023	324729	MARING, CARMEN	SUP YOGA REFUND	30.00
08/04/2023	324730	MASLACK, EVAN	FOOD ASSISTANCE REIMBURSEMENT	35.00
08/04/2023	324731	MAYR, URSULA	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324732	MCKENNA ASSOCIATES INC.	PROFESSIONAL SERVICES FOR PLANNING	1,200.00
08/04/2023	324733	MCKERNAN, COLIN	FARMERS MARKET MUSICIAN	100.00
08/04/2023	324734	MCNEES, ANN	GRAIN ELEVATOR DEPOSIT REFUND	150.00
08/04/2023	324735	MEIKLE, CATHERINE	TRIP REFUND 230828 TRAVERSE CITY	1,024.00
08/04/2023	324736	MENARDS	BUILDING REPAIR/MAINT	106.80
08/04/2023	324737	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINT	1,275.98
08/04/2023	324738	MICHIGAN CRISIS RESPONSE ASSOC.	CONFERENCE REGISTRATION	425.00
08/04/2023	324739	MILLER ROAD TRANSFER STATION	WEST LAKE DISPOSAL	2,915.94
08/04/2023	324740	MILLER, CONNIE	TRIP REFUND SOUTH HAVEN 230726	140.00
08/04/2023	324741	MILLER, MIKE	REIMB-FIRE SUPPLIES	15.89
08/04/2023	324742	NAYLOR, MICHELLE	SUP YOGA REFUND	30.00
08/04/2023	324743	OFFICE DEPOT, INC.	OFFICE SUPPLIES	801.10
08/04/2023	324744	ON DUTY GEAR, LLC	BALLISTIC VESTS, CARRIERS & MISC SUP	1,990.00
08/04/2023	324745	PAPPAS, LYNN M	FOOD ASSISTANCE REIMBURSEMENT	359.00
08/04/2023	324746	PAQUETTE, MARY	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324747	PEDERSON, MARY	GRAIN ELEVATOR RENTAL REFUND	365.00
08/04/2023	324748	PETERMAN CONCRETE CO.	CONCRETE PAD FOR PARKS BENCH	190.00
08/04/2023	324749	PETERS, DONNA	TRIP REFUND TRAVERSE CITY 230828	1,300.00
08/04/2023	324750	PETTY CASH-JANET GATES	REPLENISHMENT CHECK	423.26
08/04/2023	324751	PETTY CASH-PAULA GUSTAFSON	REPLENISHMENT CHECK	394.55
08/04/2023	324752	PNC EQUIPMENT FINANCE	PIERCE IMPEL PUMPER FIRE APPARATUS LEASE	212,547.08

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08/04/2023	324753	PROGRESSIVE AE	CONSULTING SERVICES FOR AQUATIC NUISANCE	4,375.00
08/04/2023	324754	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	90.04
08/04/2023	324755	RATHCO SAFETY SUPPLY, INC.	STREET SIGNS, SERVICES & REPAIRS	6,283.05
08/04/2023	324756	RAY, KATIE	SUP YOGA REFUND	30.00
08/04/2023	324757	RAY, MOLLY	SUP YOGA REFUND	30.00
08/04/2023	324758	RICHMOND, TINA	RENTAL DEPOSIT REFUND	250.00
08/04/2023	324759	ROBINSON, JOANNIE C	FOOD ASSISTANCE REIMBURSEMENT	8.00
08/04/2023	324760	SAMUELS, JESSICA	RAMONA PARK VOUCHERS REFUND	20.00
08/04/2023	324761	SCHAU, RANDALL	EDUCATION - BIRDS PRESENTATION/CLASS	200.00
08/04/2023	324762	SCHOFIELD, IAN A.	VINYL WRAPS FOR CITY TRUCKS	480.00
08/04/2023	324763	SHOCKLEY, TOM	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324764	SIGN SHOP OF WESTERN MICHIGAN	VINYL LETTERING SERVICES	140.00
08/04/2023	324765	SINGH AUTOMATION, LLC	BD PAYMENT REFUND	1,456.18
08/04/2023	324766	SITEONE LANDSCAPE SUPPLY LLC	PARKS IRRIGATION REPAIR SUPPLIES	213.49
08/04/2023	324767	SMART SOURCE, LLC	UNIFORMS	84.08
08/04/2023	324768	SMEMSIC	MEMBERSHIP RENEWAL	75.00
08/04/2023	324769	SMITH, BETTY	TRIP REFUND 230828 TRAVERSE CITY	1,000.00
08/04/2023	324770	SMITH, CLAYTON K. III	FIREGLOW BAND PERFORMANCE CONCERT	150.00
08/04/2023	324771	SMITH, CLAYTON K. III	FARMERS MARKET MUSICIAN	100.00
08/04/2023	324772	SMITH, DENNIS	AMPHITHEATRE DEPOSIT REFUND	150.00
08/04/2023	324773	SODA, BARB	TRIP REFUND 230828 TRAVERSE CITY	1,000.00
08/04/2023	324774	SOIL & MATERIALS ENGINEERS INC	SWEEPER DEBRIS TESTING	1,800.00
08/04/2023	324775	STATE OF MICHIGAN (DOT)	SHAVER ROAD CONSTRUCTION	161,512.92
08/04/2023	324776	STATE OF MICHIGAN (EGLE)	CONSTRUCTION STORM WATER RENEWAL - EGLE	95.00
08/04/2023	324777	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIP REPAIR/MAINT	646.34
08/04/2023	324778	STEVENS, SARAH	TRIP REFUND TRAVERSE CITY 230828	1,300.00
08/04/2023	324779	STONER, BOBBI	SUP YOGA REFUND	30.00
08/04/2023	324780	SULLIVAN, DEBORAH	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324781	SWANK MOTION PICTURES, INC.	MOVIES IN THE PARK	435.00
08/04/2023	324782	SWT EXCAVATING, INC	FIRE FACILITY MAINT/DIRECTIONAL DRILLING	3,990.00
08/04/2023	324783	T J M SERVICES	BISHOPS BOG BOARDWALK	158,402.00
08/04/2023	324784	T-MOBILE USA INC	MISC CELL PHONE CHARGES	996.27
08/04/2023	324785	THIEL, DAVID	TRIP REFUND 230828 TRAVERSE CITY	1,000.00
08/04/2023	324786	THILL, AMY	SCHRIER BUILDING DEPOSIT REFUND	150.00

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08/04/2023	324787	TISLAND, DOROTHY	TRIP REFUND TRAVERSE CITY 230828	200.00
08/04/2023	324788	TRIFECTA NETWORKS, LLC	REPLACEMENT DESK PHONE	145.00
08/04/2023	324789	TWELVE BASKETS FOOD PANTRY	FY 22-23 HUMAN SERVICES BOARD	9,959.00
08/04/2023	324790	UNITED DISTRIBUTION GROUP	RAMONA CONCESSION SUPPLIES	322.17
08/04/2023	324791	UNITED PARCEL SERVICE	UPS WEEKLY	132.25
08/04/2023	324792	VANGUARD FIRE & SUPPLY CO., INC.	FIRE SAFETY SUP/EXTINGUISHERS	750.00
08/04/2023	324793	WAGNER, KAREN	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324794	WALKER, JEAN	REIMBURSE FOR VET LUNCH SUPPLIES	243.15
08/04/2023	324795	WALLACE, KAY	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324796	WASHCO, LLC	POWER WASH WOODEN BRIDGES	2,750.00
08/04/2023	324797	WEDEL'S INC.	PUBLIC SAFETY BOULEVARD ANNUAL PLANTING	3,188.55
08/04/2023	324798	WEIR, ROBERT MARTIN	PRESENTATION TALL SHIPS	100.00
08/04/2023	324799	WELNIAK, BRAD	PER DIEM-TRUCK CO OPERATIONS TR	258.75
08/04/2023	324800	WEST, TED E & MARY C TRUST	2023 SUM TAX REFUND 06730-021-O	4,615.47
08/04/2023	324801	WIKLE, KEITH	PADDLE SPORTS INSTRUCTOR FEE	150.00
08/04/2023	324802	WILLIAMS, JENNIFER	TRIP REFUND SAUGATUCK 230816	180.00
08/04/2023	324803	WILLIAMS, ROBIN	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324804	WILLIS, SHIRLEY	TRIP REFUND BOAT RIDE CANCELED 230726	25.00
08/04/2023	324805	WMU HUMAN RESOURCES	RESPECTING DIFFERENCES	1,050.00
08/04/2023	324806	YWCA INC	FY 22-23 HUMAN SERVICES BOARD	10,000.00
08/11/2023	324807	ARCHIVESOCIAL, LLC	SOCIAL MEDIA ARCHIVING ANNUAL FEE	7,188.00
08/11/2023	324808	HOOVER, GAIL	CLOSING COSTS 321 OSTERHOUT	1,610.00
08/11/2023	324809	JOHNSON, DAVID ANDREW	RAMONA BONFIRE MUSICIAN	300.00
08/11/2023	324810	STATE OF MICHIGAN (TREASURY)	DPW LICENSE PLATES	130.00
Total Paper Checks				1,733,905.91

Check Type: Auto-Pay Payments

08/01/2023	CONSUMERS AUTOPAY	GAS-ELECTRIC	75.91
08/02/2023	CITY OF PORTAGE	WATER/SEWER BILLING	1,792.35
08/03/2023	CONSUMERS AUTOPAY	GAS-ELECTRIC	439.52
08/03/2023	CARD CONNECT	PROCESSING FEES	779.48
08/07/2023	BLUE CROSS/BLUE SHIELD OF MI	HEALTH INSURANCE	455.76
08/08/2023	INVOICE CLOUD	PROCESSING FEES	634.50
08/08/2023	MISSIONSQUARE	EMPLOYER RETIREMENT CONTRIBUTIONS	5,768.73

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/30/2023 to 8/12/2023

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Check Date	Check	Vendor Name	Description	Amount
08/09/2023		CONSUMERS AUTOPAY	GAS-ELECTRIC	1,535.17
08/10/2023		CONSUMERS AUTOPAY	GAS-ELECTRIC	11,855.74
08/11/2023		CONSUMERS AUTOPAY	GAS-ELECTRIC	85,403.96
08/11/2023		MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	42,038.99
Total Auto-Pay Payments				150,780.11

Check Type: Electronic Payments

07/28/2023		SUN TITLE	LAND PURCHASE	20,000.00
07/31/2023		MULTIPLE	IAFF, PPCOA, PPOA, UAW PENSION PAYMENTS	287.64
08/01/2023		SBF	POSTAGE - WATER/SEWER BILLS	1,899.33
08/03/2023		FIRST AMERICAN TITLE COMPANY	LAND PURCHASE	150,457.80
08/04/2023		MULTIPLE	WEEKLY TAX DISBURSEMENT 7/28/23	4,898,128.17
08/10/2023		ASU GROUP	WORKERS COMP FUNDING	12,969.17
08/11/2023		MULTIPLE	WEEKLY TAX DISBURSEMENT 8/4/23	2,178,241.95
Total Electronic Payments				7,261,984.06

Check Type: Credit Card

07/03/2023		BUZZSPROUT	MONTHLY PODCAST SUBSCRIPTION	24.00
07/03/2023		ADOBE STOCK	STOCK PHOTO/VIDEO/MUSIC LIBRARY	19.99
07/03/2023		ACORN NATURALISTS	ITEMS FOR PARKS EVENT	129.58
07/03/2023		HAMPTON INNS	HOTEL STAY FOR PARKS PERFORMERS	439.90
07/04/2023		JW MARRIOTT INDY	POLICE TRAINING HOTEL STAY	837.72
07/04/2023		JW MARRIOTT INDY	POLICE TRAINING HOTEL PARKING	200.00
07/04/2023		JW MARRIOTT INDY	POLICE TRAINING HOTEL STAY/PARKING	1,037.72
07/04/2023		MICHIGAN ASSOC OF CHIEFS	POLICE ANNUAL MEMBERSHIP DUES	100.00
07/05/2023		THE WEBSTAIRANT STORE INC	SENIOR CENTER KITCHEN SUPPLIES	310.11
07/06/2023		LEAGUE OF AMERICAN WHEEL	PARKS TRAINING REGISTRATION	500.00
07/07/2023		MSU PAYMENTS	HUMAN RESOURCES TRAINING REGISTRATION	2,800.00
07/10/2023		SHANTY CREEK RESORTS	HOTEL TAX REFUND	(51.84)
07/10/2023		GRAND TRAV RESORT	COMMUNITY DEVELOPMENT CONF HOTEL DEPOSIT	194.00
07/10/2023		GRAND TRAV RESORT	COMMUNITY DEVELOPMENT CONF HOTEL DEPOSIT	194.00
07/10/2023		MICHIGAN RECREATION & PAR	PARKS ANNUAL MEMBERSHIP DUES	1,150.00
07/12/2023		STICKER MULE	PARKS MARKETING MATERIALS	119.00
07/13/2023		NTLREST SERVSAFE	SENIOR CENTER TRAINING REGISTRATION	297.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/30/2023 to 8/12/2023

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Check Date	Check	Vendor Name	Description	Amount
07/13/2023		FGM GRANDIN ROAD	SUPPLIES FOR PARKS EVENT	1,036.63
07/13/2023		SAMSClub.COM	SENIOR CENTER SUPPLIES	85.28
07/14/2023		AIRTABLE.COM/BILL	PUBLIC INFO CALENDAR SOFTWARE SUBSCRIPTION	478.39
07/14/2023		YOURMEMBERSHIP, INC.	HUMAN RESOURCES JOB POSTING MEMBERSHIP	150.00
07/17/2023		HOMewood SUITES	PARKS PERFORMERS HOTEL STAY	1,001.00
07/18/2023		XELPLUS ACADEMY	IT TRAINING REGISTRATION	99.00
07/18/2023		SQ THE LUNCHBOX	SENIOR CENTER FOOD TRUCK	1,105.00
07/18/2023		DICE CAREER SOLUTIONS	HUMAN RESOURCES JOB POSTING	495.00
07/18/2023		RECRUITMILITARY LLC	HUMAN RESOURCES JOB POSTING	413.96
07/19/2023		WEB POSITIVESSL	IT SSL CERTIFICATES	198.00
07/19/2023		POLICE RECORDS MGMT	POLICE TRAINING REGISTRATION	279.00
07/20/2023		LERMAINC.ORG	POLICE TRAINING REGISTRATION	169.00
07/20/2023		PY MIFMA	PARKS MEMBERSHIP DUES	100.00
07/20/2023		GREAT WOLF LDG TRAVERS	POLICE CONFERENCE HOTEL RESORT FEE	10.59
07/20/2023		PARTS TOWN	PARTS TO REPAIR PARKS EQUIPMENT	126.40
07/21/2023		HRCI.ORG	HUMAN RESOURCES TRAINING REGISTRATION	79.00
07/21/2023		SP EMPIRE DRONE	IT EQUIPMENT	995.00
07/21/2023		FREE CONFERENCE CALL GLOB	IT CONFERENCE CALL CHARGES	20.73
07/21/2023		APT US&C	TREASURY CONFERENCE REGISTRATION	499.00
07/21/2023		LEAGUE OF AMERICAN WHEEL	PARKS TRAINING REGISTRATION REFUND	(1,000.00)
07/25/2023		STADRI EMBLEMS	PARK RANGER BADGES	196.00
07/25/2023		STADRI EMBLEMS	PARK RANGER BADGES	212.50
07/26/2023		ARIZENT	FINANCE BOND BUYER	1,535.00
07/27/2023		MI LAKES & STREAMS	PARKS MEMBERSHIP DUES	45.00
07/27/2023		SQ WINE & CANVAS KZ STUD	SENIOR CENTER EVENT REGISTRATION DEPOSIT	200.00
07/31/2023		BUZZSPROUT BUZZSPROUT	MONTHLY PODCAST SUBSCRIPTION	24.00
07/31/2023		HYATT PLACE TCU FT WORTH	PUBLIC INFORMATION TRAINING HOTEL STAY	751.59
Total Credit Card Payments				17,606.25
Grand Total				9,727,391.88

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: South Westnedge Avenue Reconstruction Project Engineering Services - Tabulation of Proposals

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Award an engineering services contract to Williams & Works, Kalamazoo, Michigan for an amount not to exceed \$198,325 for the South Westnedge Avenue Reconstruction Project and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The Fiscal Year 2023 - 2024 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. South Westnedge Avenue from Osterhout Avenue to South Shore Drive is included in the Major Street Reconstruction Program. The project cost is \$2,800,000 and will be financed through the Water, Sewer and Municipal Street Fund.

On August 10, 2023, four proposals were received for design and construction engineering services for the South Westnedge Avenue Reconstruction Project. Based on a review of the proposals, staff has determined that the proposal of Williams & Works best fits the needs of the project. Williams & Works has 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 an engineering services contract to Williams & Works, Kalamazoo, Michigan for an amount not to exceed \$198,325 for the South Westnedge Avenue Reconstruction Project and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Sufficient funding exists in the FY 2023-2024 Capital Improvement Program budget.

Attachments: 1. PES S Westnedge Avenue - Tabulation of Proposals

2023 RFP SOUTH WESTNEDGE AVENUE RECONSTRUCTION
PROFESSIONAL ENGINEERING SERVICES
PROPOSAL TABULATION
PROPOSAL OPENING ON AUGUST 10, 2023 AT 3 PM

Williams & Works, Inc. 549 Ottawa Avenue NW Grand Rapids MI 49503	\$	198,326.00
Prein&Newhof 3355 Evergreen Drive NE Grand Rapids, MI 49525	\$	253,300.00
Fleis & VandenBrink Engineering, Inc. 4978 Campus Drive Kalamazoo, MI 49008	\$	279,410.00
Wightman & Associates, Inc. 433 E. Ransom St., Kalamazoo, MI 49007	\$	290,441.00

Opened by: _____



Victoria Barboza, Purchasing Manager

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Purchase of 4 AWD Police Division Vehicles

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

ACTION RECOMMENDED: Authorize the purchase of four (4) all-wheel drive vehicles through the State of Michigan MiDEAL Extended Purchasing Program from Berger Chevrolet in the amount of \$137,350 and authorize the City Manager to execute all related documents on behalf of the city.

The Fiscal Year 2023-24 Capital Improvement Program budget includes the replacement of the four aging fleet vehicles utilized by Portage Public Safety Police detectives. The current fleet is more than ten years old and each vehicle has more than 100,000 miles, resulting in increased maintenance costs. Replacement of these older vehicles will decrease maintenance costs and increase reliability.

MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges, and nonprofit hospitals to buy goods and services from state contracts. The program is authorized by Michigan legislation and has been in existence since 1984. Local governments benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids. There are approximately 400 contracts available to MiDEAL members.

The MiDEAL Purchasing program has two "pre-qualified" Chevrolet dealers: Berger Chevrolet of Grand Rapids and Todd Wenzel Chevrolet of Hudsonville. Berger Chevrolet provided a quote to provide three Chevrolet Equinox at \$32,210 per vehicle, and one Chevrolet Traverse at \$40,720, for a total cost of \$137,350. Todd Wenzel Chevrolet declined to provide a quote as they do not have available inventory. The Police Division has confirmed that the pricing provided by Berger Chevrolet is in line with the cooperative agreement.

As such, it is recommended that City Council authorize the purchase of three Chevrolet Equinox and one Chevrolet Traverse through the State of Michigan MiDEAL Extended Purchasing Program (Contract #071B7700178, MiDEAL Specs #0050A-4WDU and #0050A-4WD2-2) in the amount of \$137,350 and authorize the City Manager to execute all documents on behalf of the city.

FUNDING: The Police Division has sufficient funds in its Fiscal Year 2022/2023 CIP Budget

Attachments: 1. Berger Quote

QUOTE PER ENCLOSED SPECIFICATIONS

MUNICIPAL SALE

Mi Deal

City of Portage

Retail Order

Tax Exempt

Mosaic Black , Summit White and Sterling Grey Metallic

In Stock Subject to Prior Sale

Cost per vehicle	\$32,195.00
State Title	\$15
Total Each	\$32,210.00
3 units	\$96,630

Vehicle Description:

Year 2023

Make Chevrolet

Model Equinox

Seating 5 2-3

Engine LSD 1.5L Turbo 4Cyl

Drive Line AWD

Trim 1 LT Cloth

DEALER OPTIONS COST TO BE ADDED

DELIVERY Included

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Direct (616) 575-9627

Fax (616) 988-9178

Signature *Dale R Kramer*

Printed Signature DALE R. KRAMER

Date 8/15/2023

Quote accepted to order



Vehicle Locator

Dealer Information

BERGER CHEVROLET, INC.
2525 28TH ST SE
GRAND RAPIDS, MI 49512
Phone: 616-949-5200
Fax: 616-949-3775

3GNAXUEG5RS116546

Model Year: 2024
Make: Chevrolet
Model: EQUINOX
1XY26-LT/RS AWD
PEG: 1LT-1LT Model - 1.5L
Primary Color: GAZ-Summit White
Trim: HPW-Black Cloth Seats for LT
Engine: LSD-Engine Gas, 4CYCL,L4,1.5L, Turbo
Transmission: MNH-6 Speed Automatic Transmission

Event Code: 5000-Delivered to Dealer
Order #: CSHKS0
MSRP: \$33,590.00

Order Type: TRE-Retail Stock
Stock #: 24EQ88
Inventory Status: Available

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

	MSRP
PDH-LPO, Interior Protection Package	\$250.00
PDY-LPO, Roadside Safety Package	\$225.00
RV8-18" x 7" Aluminum Wheels	\$400.00
SFZ-LPO, Black Bowtie Emblem Kit	\$225.00

No Cost Options

FE9-Federal Emissions
LSD-Engine Gas, 4CYCL,L4,1.5L, Turbo
MNH-6 Speed Automatic Transmission

Other Options

1LT-1LT Model - 1.5L	AG1-Power Driver Seat 8-way with 2-way power lumbar
B26-Driver Confidence II Package	BTV-Remote Start
DLF-Mirrors L & R, Elec. Remote, Htd, Man. Fold	DP6-Mirror Provisions Housing, Painted
GAZ-Summit White	HPW-Black Cloth Seats for LT
IOR-Chevrolet Infotainment 3	K34-Electroinc Cruise Control
KA1-Heated Front Seats	N5F-Synthetic Steering Wheel
PCP-Confidence and Convenience I	PED-Chevy Safety Assist Package
PRF-3 Years of Onstar Remote Access	RUB-Tires 225/60R18 SL 100H BW
TB5-Liftgate, Power	TQ5-Intelligent High Beam Control
U2K-Sirius-XM Radio Receiver Installed	UD5-Front and Rear Park Assist
UE4-Following Distance Indicator	UEU-Forward Collision Alert
UFG-Rear Cross Traffic Alert	UHX-Lane Keep Assist w/Lane Departure Warning
UHY-Automatic Emergency Braking	UKC-Side Blind Zone Alert
UKJ-Front Pedestrian Braking	UZ6-Speaker System, Premium
VAV-LPO, All Weather Floor Mats	VL1-LPO: Cargo Mat
VRI-Cold Air Grille Shutter	WMY-2024 VIN Model Year
ZQ2-Driver Convenience I	

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

QUOTE PER ENCLOSED SPECIFICATIONS

MUNICIPAL SALE
Retail Order
Tax Exempt

Mi Deal

City of Portage

Mosaic Black
1GNEVGKW5PJ302462

Cost per vehicle \$40,705.00
State Title \$15
 \$40,720.00

Vehicle Description:

Year 2023
Make Chevrolet

Model Traverse

Seating 7 PAX 2-2-3

Engine LFY 3.6L V6 Gas

Drive Line AWD

Trim 1 LT Cloth

DEALER OPTIONS COST TO BE ADDED

DELIVERY Included

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Direct (616) 575-9627

Fax (616) 988-9178

Signature Dale R Kramer

Printed Signature DALE R. KRAMER

Date 8/15/2023

Quote accepted to order



Vehicle Locator

Dealer Information

BERGER CHEVROLET, INC.
2525 28TH ST SE
GRAND RAPIDS, MI 49512
Phone: 616-949-5200
Fax: 616-949-3775

1GNEVGKW5PJ302462

Model Year: 2023

Make: Chevrolet

Model: Traverse

1NW56-LT or RS AWD

PEG: 1LT-1LT Package

Primary Color: GB8-Mosaic Black Metallic

Trim: H1T-Interior Trim, Cloth Jet Black

Engine: LFY-Engine, 3.6L 6 Cylinder

Transmission: M3V-Transmission, Automatic 9 Speed

Event Code: 5000-Delivered to Dealer

Order #: CSPM73

MSRP: \$44,180.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

Additional Vehicle Information

Kramer sold Portage Public

GM Marketing Information

Vehicle Options

Chargeable Options

MSRP

060-CREDIT - NOT EQUIPPED W/REAR PARK ASSIST	-\$145.00
PDH-LPO: Chevrolet Interior Protection Package	\$275.00
PDY-LPO, Roadside Safety Package	\$165.00
V92-Trailer Provisions	\$650.00
WJU-Midnight/Sport Edition	\$995.00

No Cost Options

FE9-Federal Emissions
LFY-Engine, 3.6L 6 Cylinder
M3V-Transmission, Automatic 9 Speed
UD7-Ultrasonic Rear Park Assist
UKC-Side Blind Zone Alert

Other Options

1LT-1LT Package
B94-Black, front and rear bowties
DCP-OnStar Turn by Turn Navigation System

F48-All Wheel Drive, Driver Selectable
H1T-Interior Trim, Cloth Jet Black

KA1-Heated Front Seats
PRF-3 Years of OnStar Remote Access
PZJ-Wheel 18 x 8 Aluminum
RTI-Wheel Spare 18" x 4.5"
S08-LPO, Highway Safety Kit
TB5-Liftgate-Power
U2K-SiriusXM Satellite Radio
UE1-OnStar
UEU-Sensor, Forward Collision
UG1-Universal Home Remote

UHY-Sensor Collision Avoidance & Mitigation, Low Speed
UVB-HD Rear Vision Camera
VAV-LPO: All Weather Floor Mats, 1st & 2nd Row
VL1-LPO: All Weather Cargo Mat
ZCD-Tire, Spare, T135/70R18 SL 104M, BW

ABE-Seating , 7-Passenger
BTV-Remote vehicle starter system
DWK-Mirror, O/S Heated, Pwr Adjust, Manu Fold w/Turn Signal
GB8-Mosaic Black Metallic
IOS-Chevy Infotainment System 8" HD Color Touchscreen Display
PED-Chevrolet Safety Assist
PZ8-Image Adjustment Hitch View
QO5-Tire, 255/65R18 ALS
RYT-LPO, First Aid Kit, Chevrolet Bowtie Logo
T4L-Headlamps, LED
TQ5-Intellibeam Headlamps
UDD-Display Instrument Driver Info, Enhanced
UE4-Sensor Indicator, Following Distance
UFG-Rear Cross-Traffic Alert
UHX-Lane Keep Assist with Lane Departure Warning
UKJ-Pedestrian Detection, Front Basic

V08-Cooling System, HD
VKN-LPO, All Weather Floor Mats, 3rd Row

YM8-LPO Processing Option
ZL3-Convenience and Driver Confidence Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Authorize the City Manager to sign the Agreement between the Department of the Army and the City of Portage for the Elijah Root Dam removal, Section 506 Detailed Project Report and to execute all documents related to this Agreement.

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation
Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Authorize the City Manager to sign the Agreement between the Department of the Army and the City of Portage for the Elijah Root Dam removal, Section 506 Detailed Project Report and to execute all documents related to this Agreement.

The City Administration is pleased to report that the United States Army Corps of Engineers (USACE) has agreed to undertake the significant task of developing a feasibility report which is to be "Policy Compliant to Corps Standards" to address the failing Elijah Root Dam located along the Portage Creek Bicentennial Park Trail. In addition, the USACE has identified federal funding for conducting the report that will be made available in October 2023. The feasibility report is the next essential step for the USACE to significantly manage and fund the ultimate removal of the Elijah Root Dam, along with mitigation, restoration, and creation of aquatic and ecologically related habitats in Portage Creek. Without a policy-compliant report, the USACE would be unable to proceed any further on the project. Should the project move forward, it is believed to be the first-ever USACE project in the City of Portage.

In December 2021, the City Administration requisitioned a feasibility study by Wightman and Inter-Fluve in December of 2021. According to the USACE, that study, while not up to their policy-compliant standards, significantly reduced the cost of the study work that must be completed. The exact amount of cost reduction is unknown. Below is a summary of the estimated cost-share agreement for the completion of the USACE policy-compliant report.

Feasibility Study Project Cost		\$1,301,183
Federal Share	65%	\$845,769
City Share	35%	\$455,414

Sufficient funding for the city share is programmed and available in the Elijah Root Dam Capital Improvement Program budgets.

The USACE estimates that its feasibility study will be completed in 18 to 24 months and will include

accurate construction/mitigation cost estimates, which are currently unknown. As it is unlikely the USACE will fully fund the construction/mitigation phase, city staff will use this time to research and apply for state, non-profit, and federal grants to assist with funding the city's share of construction/mitigation costs. Completion of the feasibility study does not commit the City of Portage to any construction/mitigation efforts. Rather, the determination of any future work would follow the completion of the study.



In addition to several virtual meetings and phone calls with the USACE to discuss the project, the City of Portage was pleased to host approximately 12 members of the corps at the dam site on February 6, 2023. The visit included USACE engineering staff from a variety of fields and was instrumental in their willingness to assist the city with the project.

In prior City Council-approved Capital Improvement Program documents, the following project justification was provided:

The deteriorating foundation of the Elijah Root Mill Dam is accelerating, with the walls beginning to collapse over the past year. When failure occurs, water will scour and erode the footings of the Milham Avenue Bridge, potentially causing its failure and road closure. Additionally, with the release of the large silt backup, there could be significant damage to the Lover's Lane Access Road and non-motorized trail along Portage Creek, causing the closure of these as well. The dam is also inhibiting brown trout spawning and safe kayak and canoe passage of the waterway. The safe removal of the dam and proper creek remediation will secure the safety of the Milham Avenue Bridge, Lovers Lane Access Road, and non-motorized trail infrastructures. As one of the few remaining cold-water streams in the area, the removal of the dam and restoration of the creek will provide viable and safe fish and navigable kayak passage. No commercial or residential development is planned as part of this effort.

It is recommended that City Council authorize the City Manager to sign the Agreement between the Department of the Army and the City of Portage for the Elijah Root Dam removal, Section 506 Detailed Project Report and to execute all documents related to this Agreement.

FUNDING: Funding authorization for the City of Portage share is available via the current and prior-approved Capital Improvement Projects including the FY 21-22 CIP "Elijah Root Mill Dam Renovation" project and the FY 19-20 CIP "Elijah Root Mill Dam Design Plan."

Authorize the City Manager to sign the Agreement between the Department of the Army and the City of Portage for the Elijah Root Dam removal, Section 506 Detailed Project Report and to execute all documents related to this Agreement.
Page 3 of 3

- Attachments:**
1. Agreement between the Army Corps of Engineers and the City of Portage, MI for the Elijah Root Dam Removal Study - Stamped



AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY
AND THE
CITY OF PORTAGE, MI.
FOR THE

ELIJAH ROOT DAM REMOVAL, SECTION 506 DETAILED PROJECT REPORT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Detroit District (hereinafter the "District Commander") and the City of Portage, MI. (hereinafter the "Non-Federal Sponsor"), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, Section 506 of the Water Resources Development Act (WRDA) of 2000, as amended (42 U.S.C. 1962d-22) (hereinafter "Section 506") authorizes the Secretary to undertake planning studies to evaluate alternatives for the development and restoration of the fishery, ecosystem, and beneficial uses of the Great Lakes (hereinafter the "Study", as defined in Article I.A. of this Agreement;

WHEREAS, Section 506(f), specifies the cost-sharing requirements applicable to the Study;

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for Dam Removal and Stream Restoration at Portage, MI.

B. The term "study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement. The term also does not include the first \$100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.



C. The term “PMP” means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor’s in-kind contributions, and that guides the performance of the Study.

D. The term “in-kind contributions” means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term “maximum Federal study cost” means the \$1,950,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first \$100,000 of costs for the Study incurred by the Government.

F. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 35 percent of study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article and the first \$100,000 of the costs incurred by the Government that are excluded from shared costs, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards the Non-Federal Sponsor’s share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine



reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, study costs are projected to be \$1,301,183, with the Government's share of such costs projected to be \$845,769 and the Non-Federal Sponsor's share of such costs projected to be \$455,414, which includes creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its cost share projected to be \$455,414. These amounts are estimates only that are subject



to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Detroit (H7)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Detroit (H7)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Detailed Project Report is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate



of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:



US Army Corps
of Engineers ®
Detroit District

If to the Non-Federal Sponsor:

Director of Transportation and Utilities
City of Portage, MI.
7900 S Westnedge Ave.
Portage, MI. 49002

If to the Government:

District Commander
U.S. Army Corps of Engineers,
Detroit District
477 Michigan Ave.
Detroit, MI 48226-2550

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF PORTAGE

By:

By:

Brett M. Boyle, Lieutenant Colonel,
U.S. Army, District Commander

Patrick McGinnis, City Manager

Date:

Date:

Approved as to Form:

Catherine Kaufman

Catherine Kaufman, City Attorney

CERTIFICATE OF AUTHORITY

I, Catherine Kaufman, do hereby certify that I am the principal legal officer for the City of Portage, MI, that the City of Portage, MI is a legally constituted public body with full authority and legal capability to perform the terms of the Feasibility Cost Share Agreement between the Department of the Army and the City of Portage, MI in connection with the Elijah Root Dam Removal Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Feasibility Cost Share Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Feasibility Cost Share Agreement on behalf of the City of Portage, MI acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 16 day of August 2023


Catherine Kaufman, City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

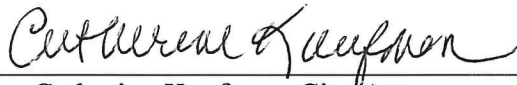
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF PORTAGE

By: _____
Patrick McGinnis, City Manager

Approved as to Form:



Catherine Kaufman, City Attorney

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Lauren VanderVeen, do hereby certify that I am the Chief Financial Officer of the City of Portage, MI. (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Elijah Root Dam Removal Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Feasibility Cost Share Agreement.

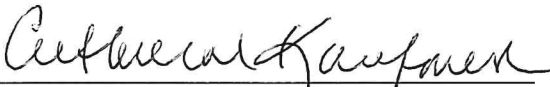
IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

CITY OF PORTAGE

By: _____

Lauren VanderVeen, Finance Director

Approved as to Form:



Catherine Kaufman, City Attorney

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: MDNR Land and Water grant for \$500,000 for the Lexington Green Park Improvement Project

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Approve a resolution to accept the terms of the Project Agreement from the Michigan Department of Natural Resources (MDNR) to receive a grant of \$500,000 from the Land and Water Conservation Fund (LWCF) toward the construction of the Lexington Green Park Improvement Project.

The Lexington Green Park Improvement Project is the second phase of renovations in the park that resulted from several neighborhood meetings to review the concept plan. This phase of the project includes the construction of a new pavilion with restroom facilities in the center of the park, a new playscape, a bike course, a ball diamond, pickleball courts, and basketball courts. The addition of the pavilion/restroom facility will offer a gathering place for participants of the various sports activities and centralize the restroom near all the active areas. In addition, the project will include widening the non-motorized asphalt trail running through the park to 10 feet wide to safely accommodate pedestrians and cyclists. The non-motorized trail will also be extended to create walking loops to the east as requested by Lexington Green neighborhood residents. Lamp posts along the main trail will be installed for safety, aesthetics, and as a deterrent to vandalism. The final piece of the project is an enhanced parking lot with a water retention area due to the proximity of the Lexington Green Drain. A new playscape will be added to complete the park improvements.

To offset the anticipated cost of this project, the Parks and Recreation Department submitted a grant application on April 1, 2022, to the Michigan Department of Natural Resources (MDNR) which has been approved for \$500,000 from the Land and Water Conservation Fund. The city currently has approved Capital Improvement Program funds of \$217,665 from the FY 2019-20 budget year, and \$450,000 from the FY 2021-22 budget year, totaling \$667,665 as matching funds for the grant.

It is recommended that City Council approve a resolution to accept the terms of the Project Agreement received from the MDNR Land and Water Conservation Fund for \$500,000, toward the construction of the Lexington Green Park Improvement Project and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Capital Improvement Program funds of \$217,665 from the FY 2019-20 budget year, and \$450,000 from the FY 2021-22 budget year, totaling \$667,665 as matching funds for the grant.

- Attachments:**
1. Lexington Green Master Plan
 2. MDNR Project Agreement for Lexington Green Park Land and Water Grant 2023
 3. Council Resolution MDNR Lexington Green Park Land and Water Grant 2023

LEXINGTON GREEN PARK RENOVATION



CITY OF PORTAGE
PITTSFORD AVE PORTAGE, MI 49002
LEXINGTON GREEN PARK RENOVATION

FIGURE 1 - 02.25.20,



Michigan Department of Natural Resources - Grants Management
**LAND AND WATER CONSERVATION FUND
DEVELOPMENT PROJECT AGREEMENT**

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.
CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning

This Agreement is between **City of Portage** in the county of **Kalamazoo County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act 166 of 2022, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 07/28/2023 and the Federal Award ID Number for these funds is P23AP00651.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Lexington Green Park Improvement Project **Project Number:** 26-01889

Amount of grant: \$500,000.00 50% **PROJECT TOTAL:** \$1,000,000.00

Amount of match: \$500,000.00 50%

Start Date: Date of Execution by DEPARTMENT **End Date:** 06/30/2026

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **09/30/2023**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

**APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, THALL, SEEGER,
KAUFMAN & KOCHES, PC**
Catherine P. Kaufman
By: CATHERINE P. KAUFMAN
Date: 8-16-2023

Unique Entity Identifier

CV0048238

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number **26-01889** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period of performance allowed for project completion is from **08/01/2023** through **06/30/2026**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Bench(es)
 - Bike Rack(s)
 - Landscaping
 - Lighting
 - Paved Parking Lot
 - Pavilion Including Restroom
 - Trail 8' wide or more
 - Trash Bin(s)
7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%) of One Million dollars (\$1,000,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Five Hundred Thousand dollars (\$500,000.00)** which is the total amount obligated by this action.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Five Hundred Thousand dollars (\$500,000.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 - 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet..
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.

- vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- g. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
- h. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- i. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- j. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
- k. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- l. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
- m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
11. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent

of the grant amount and construction contracts have been executed or construction by force account labor has begun.

- c. Submit a complete request for final reimbursement within **90 days of project completion and no later than 9/30/2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .
12. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
13. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement .
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement .
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
18. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
20. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
21. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
23. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
24. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
28. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this

Agreement.

30. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- Terminate this Agreement; and/or
 - Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - Require repayment of grant funds paid to GRANTEE; and/or
 - Require specific performance of the Agreement.
31. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
32. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement
33. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
34. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
35. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
36. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

**RESOLUTION TO ACCEPT TERMS OF
MDNR LAND AND WATER GRANT FOR LEXINGTON GREEN PARK
BY THE PORTAGE CITY COUNCIL**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on August 22, 2023, at 7:00 p.m. at the City Hall in the City of Portage, Michigan.

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____ City of Portage _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ City of Portage _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ Five Hundred Thousand dollars (\$ 500,000.00) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

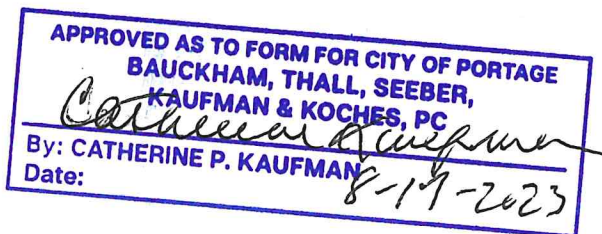
) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources , which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Special License Liquor Permit for Oktoberfest event

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Approve a resolution to apply for a Special License Liquor Permit for the Oktoberfest event to be held on October 7, 2023.

The Oktoberfest event is a fundraiser hosted by the Portage Parks Foundation to benefit projects and programs for the Portage Parks system. The event will be held Saturday, October 7, 2023, from 5 - 9 PM, with a family fun run at 4:30 PM, also hosted by the Portage Parks Foundation. The event will include a polka band, a balloon artist, an inflatable obstacle course, German food, and German beer, wine, and soft drinks for those purchasing drink tickets. City staff will be selling tickets, checking identification, and applying wristbands for admission and for those eligible to be served alcohol. Requests for pricing and German beer selection were sent to three area vendors. Imperial Beverage, of Kalamazoo, was selected as the drink provider as they carry a selection of German beers which are not carried by the other vendors. The Parks and Recreation Department developed controls, including a fenced-in area for the consumption of alcohol, to ensure a safe and successful event where alcohol is served. Park staff will assist in monitoring and patrolling the single entrance/exit and perimeter, limiting access to the main event area for ticket holders only. Tickets will be available online and at the door during the event.

Parks Foundation Board members will be serving alcohol and will be 21 years of age or older. Public Safety has signed off on the Special License Application and plans for the event which are included with the license application. There is a \$25 application fee. Park staff consulted with the Purchasing Manager regarding insurance and legal requirements for the operation of the event. The city, staff, and volunteers will be covered under the city's insurance.

It is recommended that City Council approve the resolution for the liquor permit for the Oktoberfest fundraising event held on October 7, 2023, and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: \$25 application fee from the Parks and Recreation General Fund

Attachments: 1. Resolution to apply for Special License Liquor Permit for Oktoberfest 2023



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☐ Regular ☐ Special meeting of the ☐ Membership ☐ Board of Directors

called to order by _____ on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(Name of Organization)

for a Special License to serve alcohol on _____
(Event Date or Dates)

to be located at _____
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be _____ for issuance.
(Recommended or Not Recommended)

**APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, THALL, SEEGER,
KAUFMAN & KOCHES, PC**
Catherine P. Kaufman
By: CATHERINE P. KAUFMAN
Date: 8-10-2023

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☐ Membership ☐ Board of Directors at a ☐ Regular ☐ Special meeting held on _____
(Date)

Print Name & Title of Authorized Officer

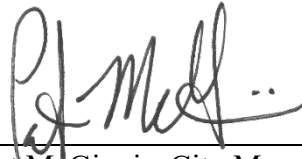
Signature of Authorized Officer

Date

MATERIALS TRANSMITTED

Thursday, August 3, 2023

1. Communication from the City Manager regarding the August 8 Committee of the Whole to discuss the Farmers Market – Information Only.



Pat McGinnis, City Manager

cc Adam Herringa, Chief Operating Officer
Peter Dame, Chief Development Officer

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Committee of the Whole of August 8, 2023 – Farmers Market Materials

Please find attached materials for the scheduled August 8, 2023, Committee of the Whole meeting to discuss the Farmers Market.



PORTAGE FARMERS MARKET

SITE SELECTION SURVEY



PORTAGE
Farmers Market



Fresh. Rain or Shine.



SURVEY METHODS

Three types of surveys were distributed to the Portage Farmers Market community throughout the month of June (2023).

These include:

1. Dot Surveys (in-person)
2. Paper Surveys
3. Online Surveys

Results were compiled into one master document.



SURVEY DEMOGRAPHICS

- Total Vendor Surveys 46 (2 Dot Surveys, 15 Paper Surveys, 2 Online)
- Total Patron Surveys 142 (111 Dot Surveys, 2 Paper Surveys, 29 Online)
- Total Non-patron Surveys 2 (online)

Total Surveys: 190

DOT SURVEY

- Delivered in-person at three separate markets in June
 - (6/4, 6/11, & 6/25).
- Each week, patrons and vendors had an opportunity to provide feedback using a dot to answer each question.
- Green dots indicate market vendors.
- Yellow, orange, and red dots indicate patrons of the market.
- 6/4 – Question 1 (Location)
 - Participation: 95 (2 Vendors, 93 Patrons)
- 6/11 – Question 2 (Amenities)
 - Participants received THREE dots each to indicate their TOP 3 Amenities for the Farmers Market
 - Participation: 112 (*1 Vendor, 111 Patrons; 338 votes cast)
- 6/24 – Question 3 (Building), Participation 50
 - Participation: 50 (0 Vendors, 50 Patrons)

WHAT DOES THE PORTAGE FARMERS MARKET NEED?

Amenities Survey

Rank your **THREE** most important characteristics of the future market location and structure from the items below.

Amenity	Rank 1 (Top Dot)	Rank 2 (Middle Dot)	Rank 3 (Bottom Dot)
Nearby train & Pedestrian Connections	Yellow	Yellow	Yellow
Accessible By Public Transit	Yellow	Yellow	Yellow
Music & Family Entertainment Space	Yellow	Yellow	Yellow
Vendor Truck Back-In	Yellow	Yellow	Yellow
Cooling Demo Area/ Food Sampling	Yellow	Yellow	Yellow
Visibility	Yellow	Yellow	Yellow
Covered Ample Parking	Yellow	Yellow	Yellow
Nearby train & Pedestrian Connections	Yellow	Yellow	Yellow

*Amenities such as barrier free access and restrooms will be included at the future market even though they do not appear in this survey.

Scan the QR Code to take the full Farmers Market Survey.

PAPER SURVEY

PAPER Survey

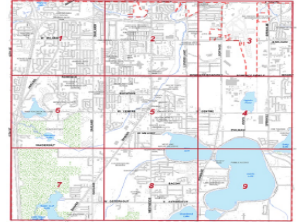
- Delivered in-person at four separate markets in June (6/4, 6/11, 6/18, & 6/25).
- Each week, patrons and vendors had an opportunity to provide feedback and return to the survey tent.
- Participation
 - Question 1 (Location) - Participation: 14 (13 Vendors, 2 Patrons)
 - Question 2 (Amenities), Participation: 17
 - Participants indicate their TOP 3 Amenities for the Farmers Market
 - Participation: (15 Vendors, 2 Patrons)
 - Question 3 (Building), Participation 17 (15 Vendors, 2 Patrons)

The City of Portage "Portage Farmers Market" has operated out of the City Hall parking lot since 2016. With more vendors than ever and an increase in market patrons, the city is searching for a permanent location to host the Sunday market. A permanent market space would be accessible, have space for a permanent vendor structure, and have the potential to host other Portage Parks & Recreation events.

We're conducting a survey to find out what you want in a farmer's market location and structure. Your participation is very important to city leaders. We're counting on your contribution for a successful project!

1. **Who are you?** Which option best describes your affiliation with the Portage Farmers Market? (Select one)
- ☐ Current customer
 - ☐ Not a current customer
 - ☐ Current vendor
 - ☐ Vendor at another market (not at the Portage Farmers Market)
 - ☐ Other (please explain) _____

2. **Where in the City of Portage should the Portage Farmers Market be located?** Select one sector where you think a permanent Portage Farmers Market should be located. (Place a checkmark in one sector)



3. **What are your priorities for the Portage Farmers Market?** Identify and rank the three most important characteristics of the future market location and structure. (Select and rank three: 1=highest, 3=lowest)

- ☐ Year-round access
- ☐ Nearby trail and pedestrian connections
- ☐ Cooking demo area/food sampling
- ☐ Product mix
- ☐ Food court/food trucks
- ☐ Music and family entertainment space
- ☐ Convenient, ample parking
- ☐ Accessible by public transportation
- ☐ Fruit truck access
- ☐ Visibility

Portage Farmers Market Concept Survey

Page 2

4. **What should the Portage Farmers Market look like?** Tell us which structure type you prefer for a permanent Portage Farmers Market. (Select one)



5. **What else?** Do you have ideas for other activities that you would like the city to host at a permanent Portage Farmers Market facility?

6. **Other comments.** Do you have any other comments, questions, or concerns?

Thank you for taking our survey. Please return your completed survey to:

- Portage Farmers Market table at the market

or

- Portage Parks & Recreation
320 Library Lane
Portage, MI, 49002

Portage Farmers Market Concept Survey

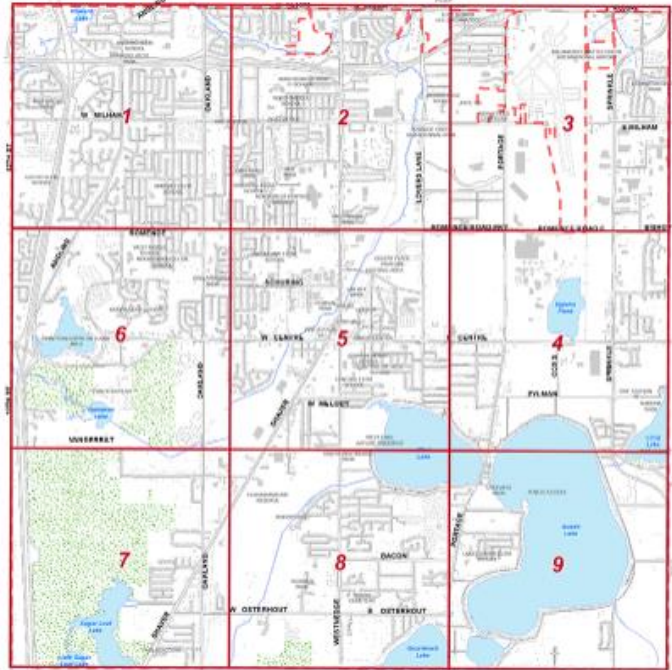
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We're conducting a survey to find out what you want in a farmer's market location and struct participation is very important to city leaders. We're counting on your contribution for a succo project!

* 1. Who are you? Which option best describes your affiliation with the Portage Farmers M (Select one)

- ☐ Current customer
- ☐ Not a current customer
- ☐ Current vendor
- ☐ Vendor at another market (not at the Portage Farmers Market)
- ☐ Other (please explain)

* 2. Where in the City of Portage should the Portage Farmers Market be located? Sele sector where you think a permanent Portage Farmers Market should be located.



(Select one sector)

ONLINE SURVEY

- Available online, through Survey Monkey
- Accessed through QR Code distributed at the Portage Farmers Market at four separate markets in June (6/4, 6/11, 6/18, & 6/25).
- Participation, 31 surveys (29 Patrons, 2 Non-Patrons, 0 Vendors)

* 3. What are your priorities for the Portage Farmers Market? Identify and rank the th important characteristics of the future market location and structure. (Select and rank thr

☐

 Accessible by public transportation

☐

 Year-round access

☐

 Music and family entertainment space

☐

 Cooking demo area / food sampling

☐

 Visibility

☐

 Nearby trail and pedestrian connections

☐

 Convenient, ample parking

☐

 Food court / food trucks

☐

 Product mix

☐

 Vendor truck back-in

* 4. What should the Portage Farmers Market look like? Tell us which structure type : for a permanent Portage Farmers Market. (Select one)



5. What else? Do you have ideas for other activities that you would like the city to host : permanent Portage Farmers Market facility?

6. Other comments. Do you have any other comments, questions, or concerns?

Done



SURVEY RESULTS

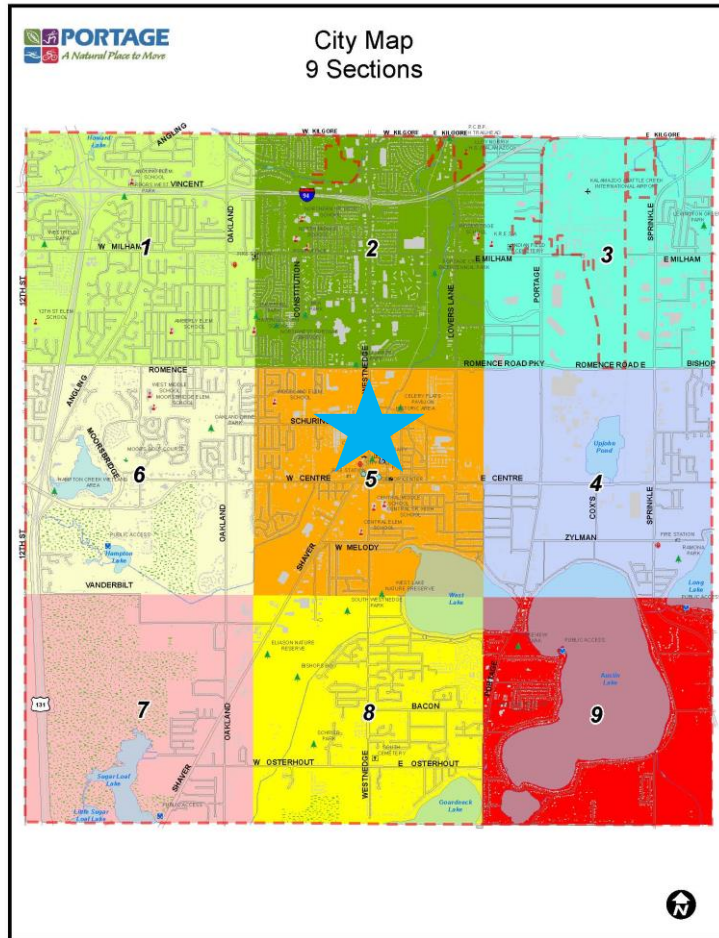


PORTAGE
Farmers Market



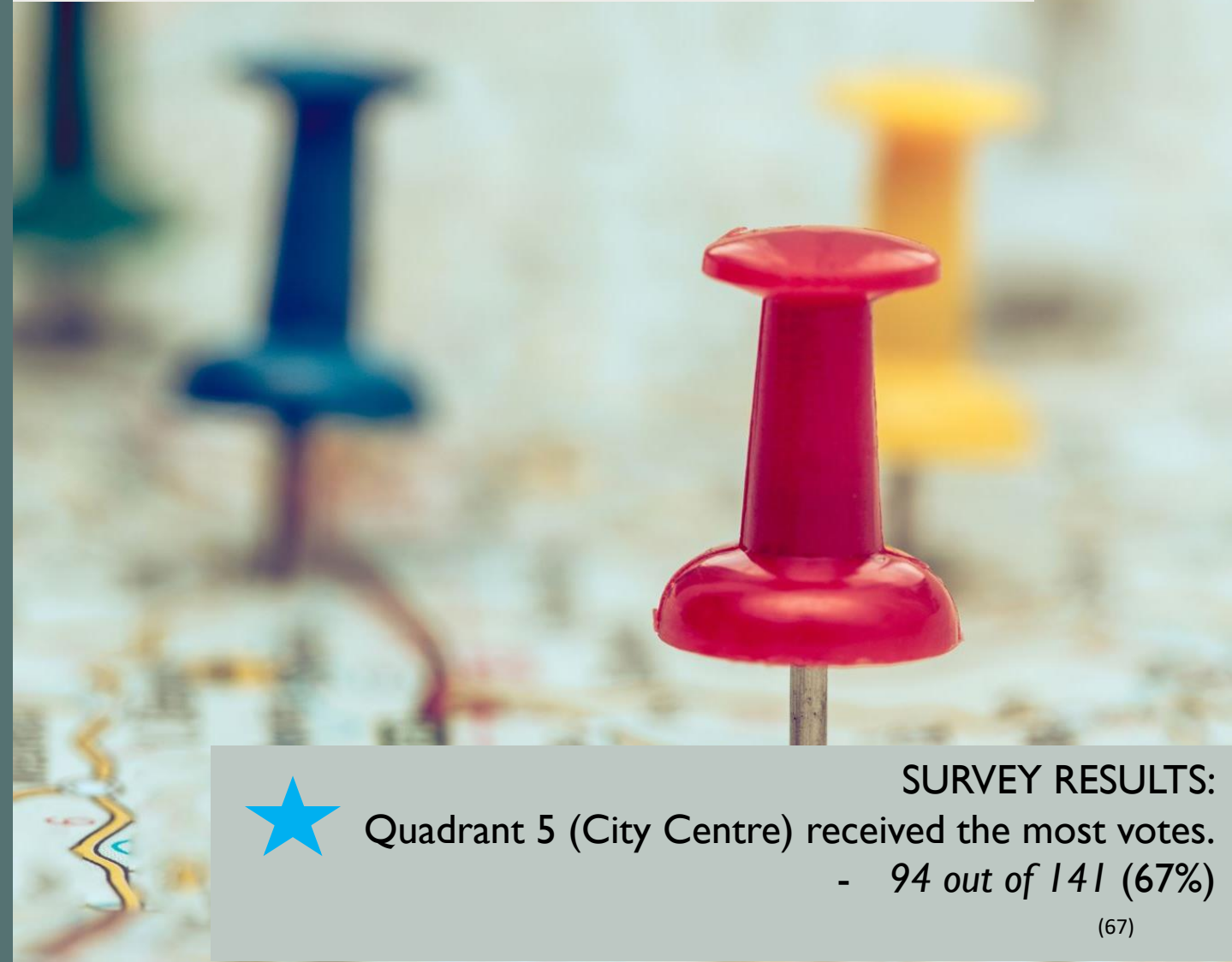
Fresh. Rain or Shine.

LOCATION



Where in the City of Portage should the Farmers Market be located?

Select one sector where you think a permanent Farmers Market should be located.



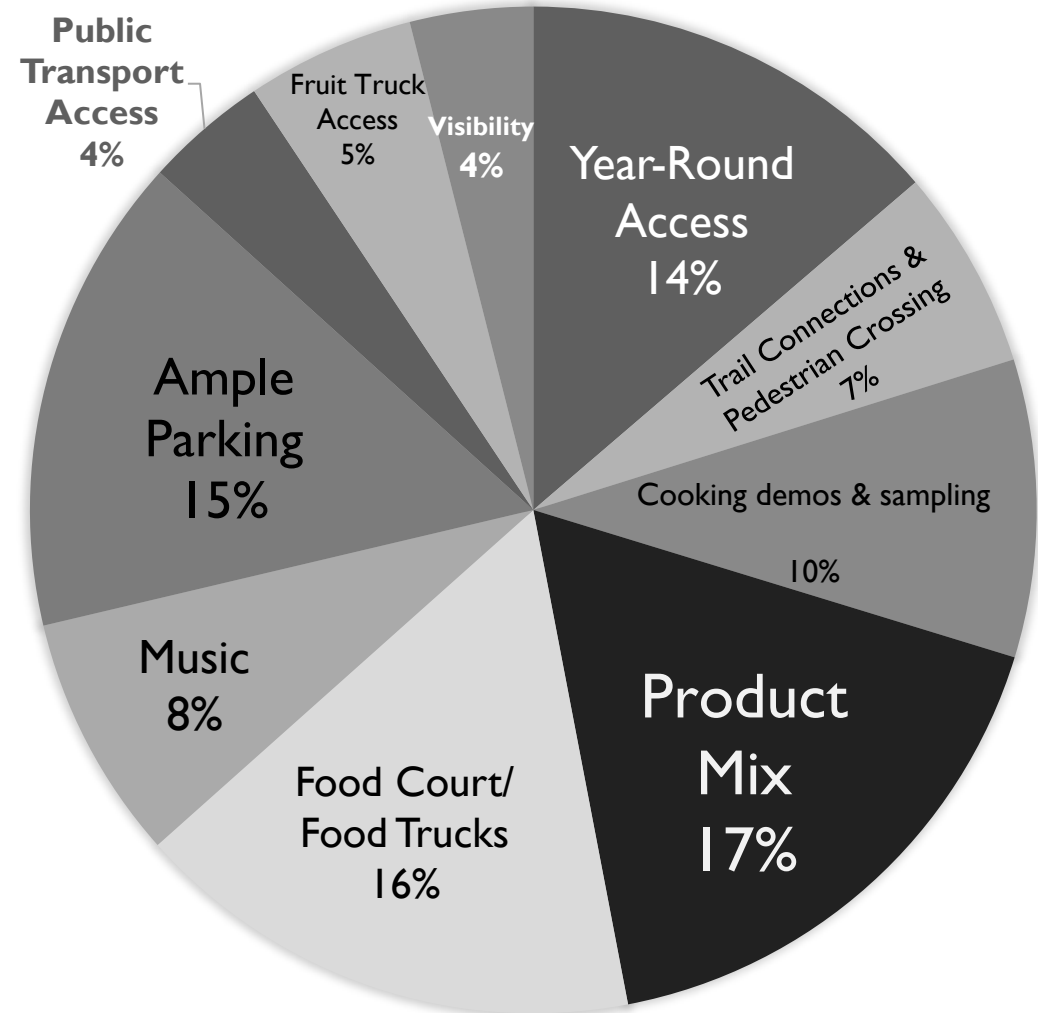
SURVEY RESULTS:
Quadrant 5 (City Centre) received the most votes.
- 94 out of 141 (67%)

What are your priorities for the Portage Farmers Market?

Identify and rank the three most important characteristics from the options below of the future market location and structure.

1. Product Mix (17%)
2. Food Court/Food Trucks (16%)
3. Ample Parking (15%)
4. Year-Round Access (14%)
5. Cooking Demos & Sampling (10%)
6. Music (8%)
7. Trail Connections & Pedestrian Crossing (7%)
8. Fruit Truck/Vendor Truck Access (5%)
9. Public Transport/Visibility (4%)

AMENITIES

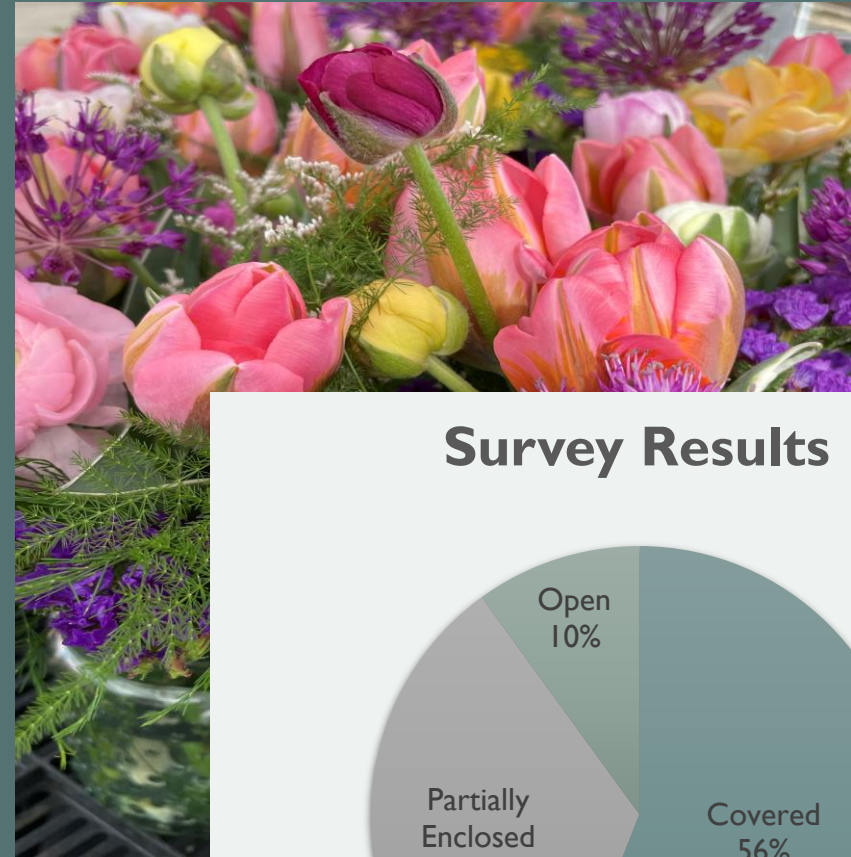


BUILDING



What should the Farmers Market look like?

Tell us which structure type you would prefer for a permanent Portage Farmers Market (*open, covered, or partially enclosed*).





SURVEY DISCUSSION



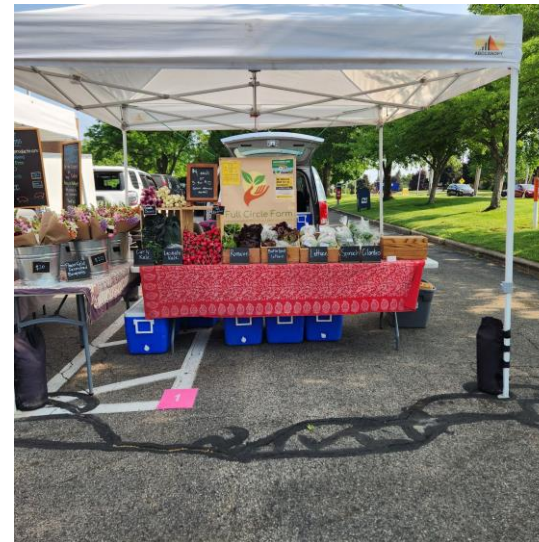
PORTAGE
Farmers Market



Fresh. Rain or Shine.

SURVEY DISCUSSION: BUILDING

- 2 OF THE TOP 5 MOST IMPORTANT AMENITIES INCLUDE:
 - PRODUCT MIX
 - YEAR- ROUND ACCESS
- A COVERED PAVILION DOES NOT ALLOW FOR YEAR-ROUND USE IN MICHIGAN AND LIMITS VARIETY OF VENDORS AND PRODUCTS.
- A PARTIALLY ENCLOSED BUILDING WITH GARAGE DOORS ALLOWS FOR YEAR-ROUND USE & EXPANDS POTENTIAL FOR MARKET GROWTH AND A HEALTHY PRODUCT MIX.



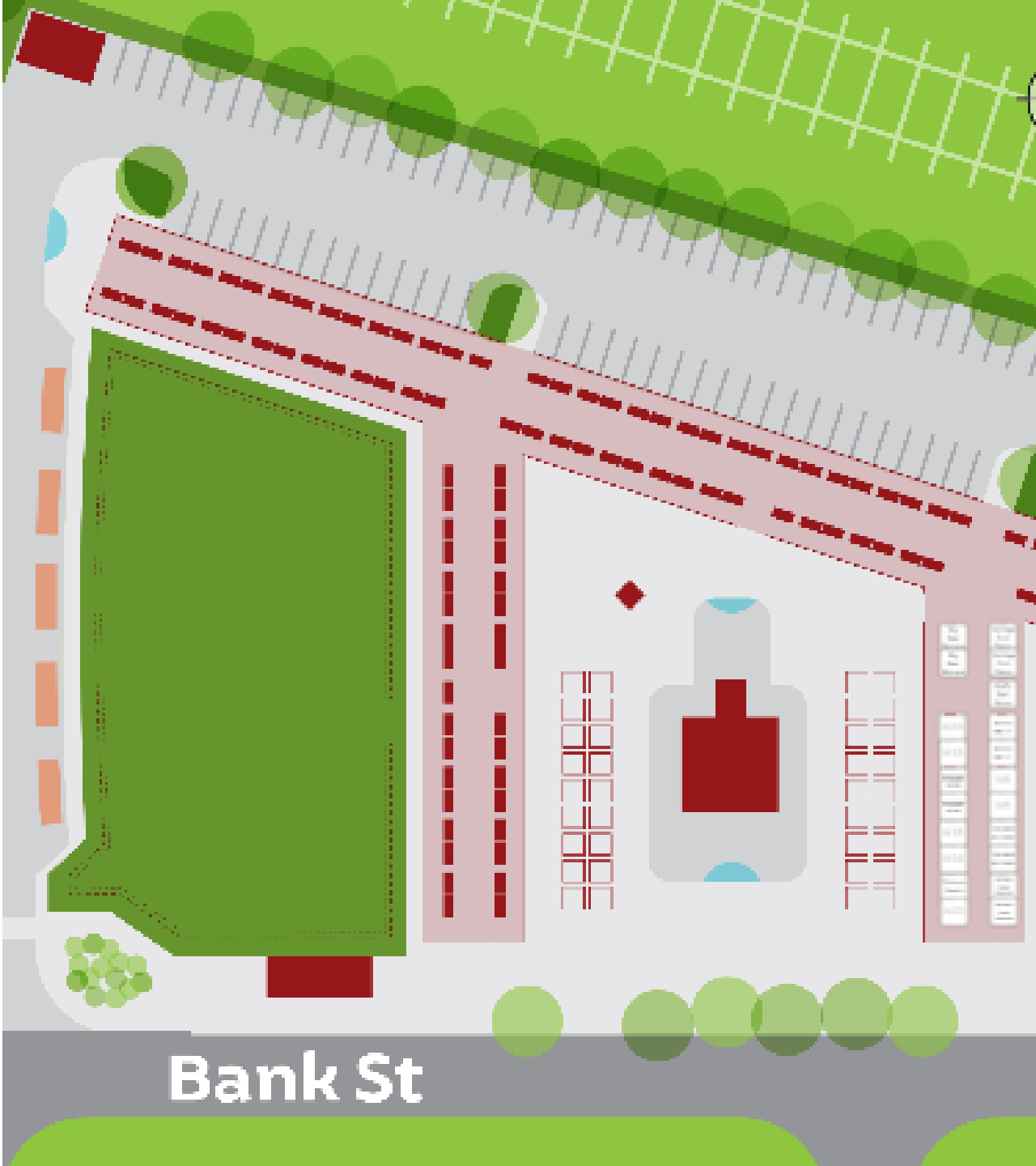


SURVEY DISCUSSION: *BUILDING*

Expanded list of other activities that might be hosted at our market, using a year-round, partially enclosed facility:

- Expos
- Art Shows (Festivals)
- Craft Shows (Festivals)
- Car Shows (Festivals)
- Antique Markets
- Holiday Bazaars
- Swap Meets
- “Taste Of” Events
- Miscellaneous public rentals
- Book Fairs
- Agri Tourism
- Wine Tasting
- Merchants & Makers
- Weddings
- School Events
- Winter Festival





SURVEY DISCUSSION: LOCAL CASE STUDIES

- KALAMAZOO FARMERS MARKET
 - PLANNING A PARTIALLY-ENCLOSED FACILITY FOR A YEAR-ROUND MARKET.
 - CURRENTLY THIS MARKET CAN SUPPORT
 - 100+ VENDORS
 - 5 FOOD TRUCKS
 - LIVE MUSIC
 - COOKING DEMOS
 - AMPLE PARKING VENDORS & PATRONS
 - ADDITIONAL MARKETS: NIGHT MARKET, KIDS MARKET, & VEGAN MARKET "THE PEOPLE'S PLANT-BASED PARTY"
- TEXAS CORNERS FARMERS MARKET, "FRESH ON Q"
 - PAVILION OUTDOOR STRUCTURE CAN SUPPORT 20-23 VENDORS
 - FOOD TRUCKS ON TUESDAY NIGHTS
 - PARKING FOR VENDORS & PATRONS
 - ADDITIONAL MARKETS: TUESDAY NIGHTS
 - MUSIC



CONCLUSION

In the lifecycle of Portage Farmers Market we have established a strong community of vendors and patrons. At this time, we are ready for the next step to select a site to further support this community.

#1 - Survey results indicate a preference for the Farmers Market to be located at or near the City Center.

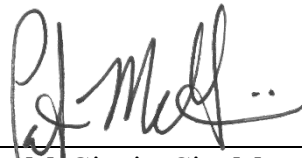
#2 – Amenities desired by the Farmers Market Community in Portage have a close to equal distribution, favoring *product mix, food court/trucks, ample parking & year-round access*.

#3 – Survey results indicate a covered structure is the desired building type with interest in a facility that could be utilized year-round.

MATERIALS TRANSMITTED

Tuesday, August 8, 2023

1. **Committee of the Whole** – Communication from the City Manager regarding an email received from a resident regarding the Farmers Market – Information Only.
2. **Agenda Item D.1** – Communication from the City Manager regarding a letter received from residents and an additional agenda attachment – Information Only.
3. Communication from the City Manager regarding an email received from Michael Cartier on behalf of the Lake Center District Housing Task Force – Information Only.



Pat McGinnis, City Manager

cc Adam Herringa, Chief Operating Officer
Peter Dame, Chief Development Officer

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Communication from resident regarding Farmers Market location

Please find attached a communication received from resident Monica Shunneson with suggestions on a potential future location for the Farmers Market.

From: [Patricia Randall](#)
To: [Amanda Janssen](#)
Subject: Fwd: Farmers Market Expansion
Date: Friday, August 4, 2023 7:24:39 AM

Amanda
Can this be a part of the council packet for the COW?
Thanks,
Patricia

Sent from my iPad

Begin forwarded message:

From: Monica S <kakamamie2@yahoo.com>
Date: August 3, 2023 at 5:20:31 PM EDT
To: Patricia Randall <randallp@portagemi.gov>
Subject: Farmers Market Expansion

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.

Dear Mayor Randall,

Recently I heard you on WKZO radio with Ken Lanphear talking about the desire to expand the Portage Farmers market and that several locations are being considered. Wonderful!

As you are aware Schram Greenhouses a long time Portage business closed their doors after some 70 years and we will miss them terribly. I have no idea what Mr and Mrs Schram intend to do with the property on the corner of Westnedge Ave and Garden Lane but perhaps they would consider opening it up to the city for the farmers market in the summer. Seems once the greenhouse buildings are removed there would be plenty of space to host an open air farmers market. The location is accessible via the paved walking/bike trail system, parking is available at Celery Flats and there is a large unused open space for possible additional parking across the street next to the Habitat for Humanity Restore on Westnedge.

This location would keep the market close to the center of the city. The farmers could be located at Shram's greenhouses, food trucks at Celery Flats with additional vendors on the grassy area. Families walking or biking the paths on Sunday have access to the market and they are already parking at various locations along the trail system. If the market is located somewhere along the beautiful paved trail system what better place to stop for a break than at the farmers market!!??

The reason I suggest former greenhouses is the land is already cleared and flat.
The empty structures simply need to be replaced by maybe a simple awning

canopy similar to what the Bank Street Market in Kalamazoo has constructed or the space just left completely open.

If not Schram's then I believe there are still some greenhouse business properties on Schuring Road and on Centre Street (between Lovers Lane and Portage Road) that are for sale. These locations are also easily accessible from the paved walking/biking trails.

Just a thought! Thank you for all you do for our community! Your efforts are appreciated.

Sincerely,
Monica Shunneson
57 year Portage Resident

Sent from my iPhone

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Communication and documents regarding proposed rezoning – Agenda Item D.1

Please find attached a communication received from residents Anthony and Andrea Skidmore regarding the proposed rezoning for a senior housing facility on E. Centre Avenue. The communication has been uploaded to the agenda item as an attachment.

Additionally, at the request of a member of Council, the full Planning Commission submittal for this tentative plan and rezoning application from the June 1 Planning Commission meeting has been uploaded and is available as a part of [the agenda packet](#). For quick reference, two pages of the submission are shown here to illustrate the existing site versus the proposed site.

August 7th, 2023

Written Protest Petition

We, the undersigned property owners, hereby PROTEST the proposed Rezoning of 732, 810, 830, and part of 906 E Centre Ave from OS-1 & B-1 zoning district to the PD zoning district. The rezoning is scheduled for action by the City Council on August 8th, 2023.

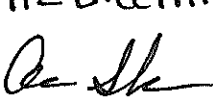
The reason(s) for this protest is/are:

- Increased Traffic on Centre Ave
- Increased Traffic into the Neighborhood
- Increased Noise with staff and residents
- Increased noise with deliveries, garbage removal, etc.
- Added Light Pollution to a residential neighborhood.
- Additional strain on EMS, Fire and Police.
- The wooded area in question is home to many animals, and is the natural habitat to deer, rabbits, squirrels and many other animals.
- Destruction of Trees
- Destruction of habitat corridors.

Date: 8/7/23

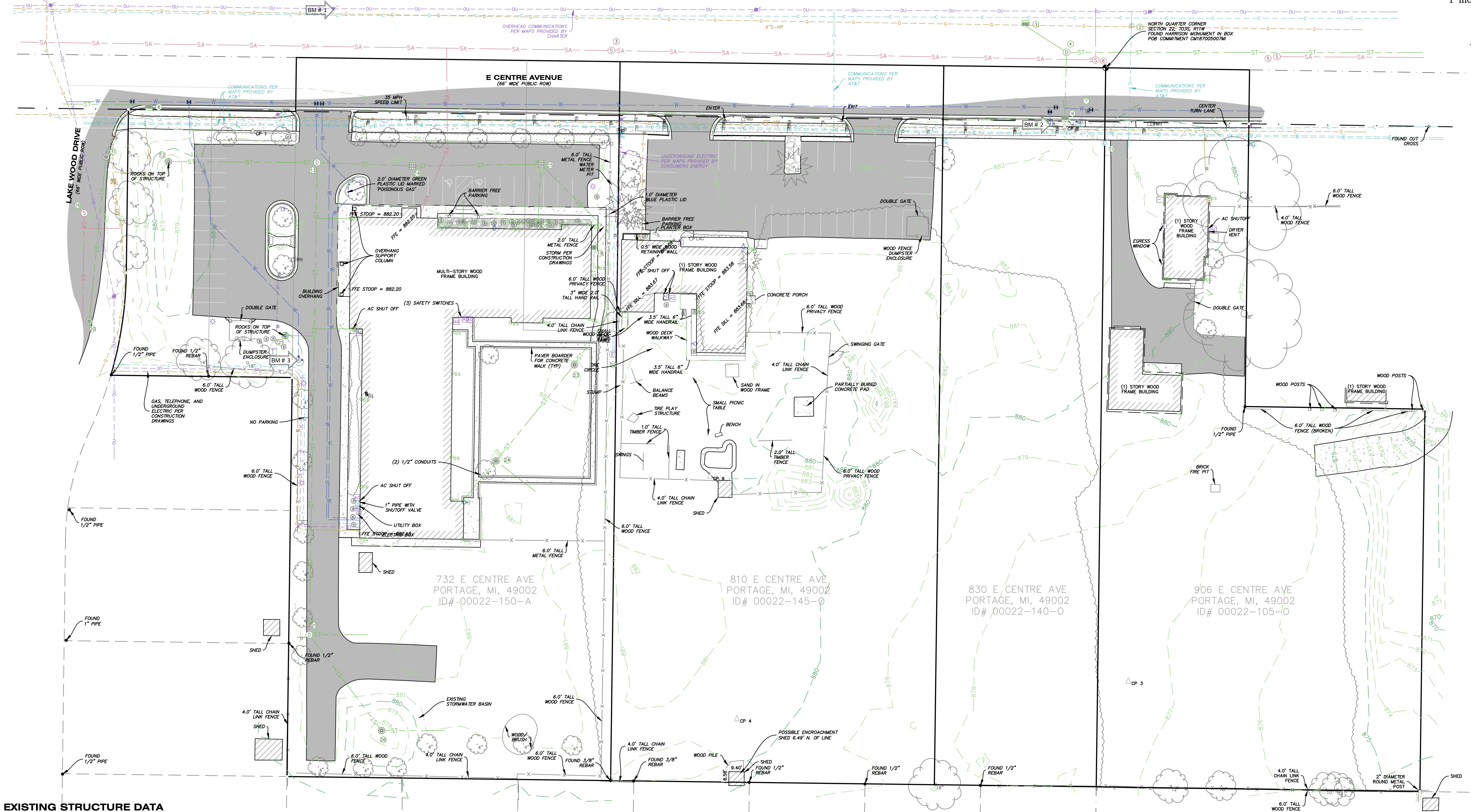
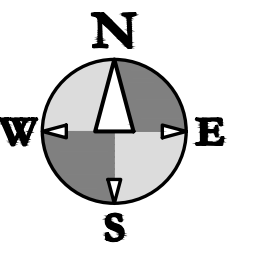
Name: Anthony & Andrea Skidmore

Address: 912 E. Centre Ave

Signature  Anthony Skidmore

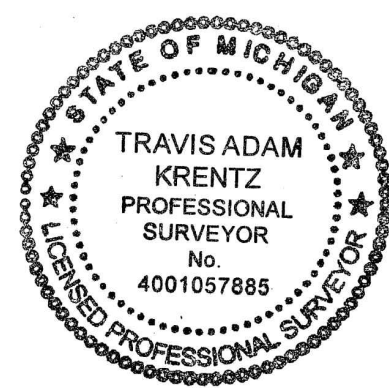
ALTA/NSPS LAND TITLE SURVEY

0 15 30 60
1 inch = 30 ft.



EXISTING STRUCTURE DATA

- | | | | |
|--|--|---|--|
| ① STM CB
RIM = 880.61' | ⑩ COMMUNICATION MH
RIM = 880.68' | ⑮ 4.0" CONCRETE SAN MH
RIM = 881.06'
INV. 8" N CONCRETE = 866.76' | ⑳ VAULT
RIM = 881.86'
PIPES AND SHUT OFF VALVE
TOP OF PIPE = 877.11± |
| ② COMMUNICATIONS MH
RIM = 880.08' | ⑪ 2.0" BLOCK STM CB
RIM = 880.66'
INV. 12" S CPP = 877.81'
DEBRIS = 877.81' | ⑯ 1.0" NYLOPLAST STM CB
RIM = 881.95'
INV. 8" W PVC = 877.50'
INV. 8" N PVC = 877.50'
INV. 4" E CPP = 880.35'
INV. 4" W CPP = 880.35'
WATER = 877.50'
SUMP = 876.95' | ㉑ 1.0" NYLOPLAST STM CB
RIM = 880.38'
INV. 10" SW PVC = 877.83'
INV. 10" NE PVC = 877.83'
WATER = 877.83'
SEDIMENT = 877.63' |
| ③ SAN MH
RIM = 882.45' | ⑫ 4.0" CONCRETE STM CB
RIM = 877.84'
INV. 12" E SLCPP = 874.64±
WATER = 874.54'
SUMP = 872.99' | ⑭ 1.0" NYLOPLAST STM CB
RIM = 881.83'
INV. 8" E PVC = 877.48'
INV. 8" W PVC = 877.48'
WATER = 877.48'
SEDIMENT = 876.88' | ㉒ 1.5" NYLOPLAST STM CB
RIM = 880.43'
INV. 10" NE PVC = 878.18'
INV. 6" SW PVC = 878.18'
INV. 6" SE PVC = 878.18'
WATER = 878.18'
SEDIMENT = 877.85' |
| ④ 6.0" CONCRETE STM MH
RIM = 880.82'
INV. 12" S CONCRETE = 877.37'
INV. 12" E CONCRETE = 875.67'
INV. 12" NW CONCRETE = 877.22'
WATER = 875.57'
SEDIMENT = 874.67' | ⑬ 4.0" CONCRETE STM CB
RIM = 880.81'
INV. 12" E SLCPP = 876.46'
INV. 12" W SLCPP = 873.91±
INV. 12" S SLCPP+872.76'
WATER = 872.66'
SUMP = 872.21' | ⑰ STM CB
RIM = 881.88'
INV. 4" S CPP = 880.63'
INV. 8" NE PVC = 878.78'
WATER = 878.78'
SUMP = 878.28' | ㉓ 4.0" CONCRETE STM MH
RIM = 877.62'
INV. 8" E SLCPP = 875.73'
INV. 12" N SLCPP = 872.58'
INV. 12" SE SLCPP = 874.23±
WATER = 872.43'
SUMP = 872.23' |
| ⑤ SAN MH
RIM = 878.75' | ⑭ 4.0" CONCRETE STM CB
RIM = 880.65'
INV. 12" E SLCPP = 876.35±
INV. 12" W SLCPP = 874.55'
WATER = 874.40'
SEDIMENT = 872.70' | ⑱ 2.0" BLOCK STM CB
RIM = 880.22'
NO PIPES VISIBLE
DEBRIS = 878.15' | ㉔ 4.0" CONCRETE STM CB
RIM = 877.62'
INV. 12" NW SLCPP = 874.82±
INV. 8" E SLCPP = 874.82±
WATER = 874.22'
SUMP = 872.62' |
| ⑥ SAN MH
RIM = 880.6' | ⑮ 4.0" CONCRETE STM CB
RIM = 880.86'
INV. 8" SLCPP = 877.16'
INV. 12" SE SLCPP = 876.86'
INV. 12" W SLCPP = 876.96'
WATER = 876.96'
SEDIMENT = 875.36' | ㉕ 2.0" NYLOPLAST STM CB
RIM = 879.47'
INV. 12" E SLCPP = 876.87'
WATER = 876.87' | |
| ⑦ WATER VAULT
RIM = 880.30'
TOP OF PIPE = 874.60± | | | |
| ⑧ 2.0" BLOCK STM CB
RIM = 881.34'
INV. 12" W CONCRETE 878.82'
DEBRIS = 878.82' | | | |
| ⑨ 2.0" BLOCK STM CB
RIM = 880.52'
INV. 12" N CONCRETE = 877.92'
DEBRIS = 877.92' | | | |



TRAVIS A. KRENTZ PROFESSIONAL SURVEYOR # 57885

TO TRILOGY REAL ESTATE PORTAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(a), 8, 9, 11(c), AND 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 02/16/2023.

DATE OF PLAT OR MAP: 04/25/2023

MISS DIG DESIGN TICKET DATA

123.NET, INC. FIBEROPTICS - 2484314584 - NO RESPONSE - 02/17/23
AT&T TELEPHONE - JOHN STERNAMAN 269-823-3330 - MAPS PROVIDED - 01/17/23
CHARTER COMMUNICATIONS CABLE TV - 800-778-9140 - MAPS PROVIDED - 01/20/23
CHARTER COMMUNICATIONS FIBEROPTICS - 800-778-9140 - MAPS PROVIDED - 01/20/23
CLIMAX TELEPHONE DBA METRO FIBERNET - 616-455-9840 - NO RESPONSE - 02/17/23
CONSUMERS ENERGY ELECTRIC - ANDRE D. TAYLOR 269-337-2245 - MAPS PROVIDED - 01/26/23
CONSUMERS ENERGY GAS - CONSUMERS ENERGY SMS WEBSITE - MAPS PROVIDED - 02/17/23
PORTAGE CITY FIBEROPTICS - CITY OF PORTAGE GIS WEBSITE - MAPS PROVIDED - 02/16/23
PORTAGE CITY POTABLE WATER - CITY OF PORTAGE GIS WEBSITE - MAPS PROVIDED - 02/16/23
PORTAGE CITY SANITARY SEWER - CITY OF PORTAGE GIS WEBSITE - MAPS PROVIDED - 02/16/23
PORTAGE CITY STORM SEWER - CITY OF PORTAGE GIS WEBSITE - MAPS PROVIDED - 02/16/23
PORTAGE CITY TRAFFIC - CITY OF PORTAGE GIS WEBSITE - MAPS PROVIDED - 02/16/23

SURVEY CONTROL

CP 1 N	= 4961.37	E	= 4478.36	EL	= 881.92
CP 2 N	= 4964.35	E	= 4974.4	EL	= 882.07
CP 3 N	= 4624.96	E	= 5013.92	EL	= 877.62
CP 4 N	= 4601.95	E	= 4774.49	EL	= 880.66
CP 5 N	= 4385.51	E	= 4862.83	EL	= 877.45
CP 6 N	= 4424.08	E	= 4303.34	EL	= 878.43
CP 7 N	= 4674.17	E	= 4319.26	EL	= 879.75

BENCHMARKS

ELEVATIONS OF THIS SURVEY ARE BASED ON NAVD 88 AS DERIVED FROM GPS

BM 1 EL = 883.42'
CHISELED X ON SOUTH FACE OF UTILITY POLE ON THE NORTH SIDE OF E CENTRE AVE EAST OF LAKE WOOD DR.

BM 2 EL = 883.14'
CHISELED X ON SOUTHWEST BOLT ON HYDRANT ON THE SOUTH SIDE OF E CENTRE AVE 580±' EAST OF THE EAST CURB OF LAKE WOOD DR.

BM 3 EL = 880.72'
CHISELED X ON SOUTHWEST BOLT OF HYDRANT SOUTHWEST OF STORM CATCH BASIN 21.



Know what's below.
Call before you dig.

ALTA-NSPS LAND TITLE SURVEY
TRILOGY HEALTH - PORTAGE MI
TRILOGY HEALTH SERVICES

Sheet Title:
Project:
Client:

05/09/23

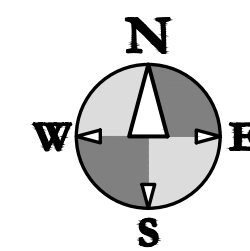
Sheet

S-2

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com



ISSUED FOR/REVISIONS:
2 CITY OF PORTAGE PRE-TENTATIVE REVIEW 03/14/23
3 OWNER REVIEW 03/21/23
4 CITY OF PORTAGE TENTATIVE PD REZONING 03/24/23
4 CITY OF PORTAGE PD ZONING RESUBMITTAL 05/09/23
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SITE LEGEND

- HMA HMA PAVEMENT
- ADA ADA RAMP
- C4 C4 CURB AND GUTTER
- E2 E2 CURB AND GUTTER
- IC INTEGRAL CURB WALK
- CW CONCRETE WALK
- CS CONCRETE SURFACE
- PS PARKING STRIPING (9'x18')
- RB RETENTION BASIN
- SP SPILL CONTAINMENT UNIT
- DE DUMPSTER ENCLOSURE

LEGEND

- EXISTING BITUMINOUS PAVEMENT
- FULL-DEPTH BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT AND SIDEWALK
- STAMPED CONCRETE DETAIL
- HEAVY-DUTY CONCRETE PAVEMENT
- PROPOSED BUILDING
- PARKING STRIPING (BLUE)
- PARKING STRIPING (WHITE)
- PARKING STRIPING (YELLOW)
- CURB AND GUTTER
- PROPOSED DRY RETENTION BASIN
- PROPOSED SPILL CONTAINMENT UNIT

ZONING REQUIREMENTS

ZONING

THE SITE IS ZONED OS-1 AND B-1 (OFFICE SERVICE & LOCAL BUSINESS)

SETBACKS: FRONT - 35'
SIDES - 15'
REAR - 20'

PROPOSED USE

FACILITY USE
CONSTRUCTION TYPE PD - PLANNED DEVELOPMENT

PARKING

TOTAL PARKING SPACES REQUIRED:
- 0.5 SPACES X UNITS PLUS 1 SPACE X TOTAL EMPLOYEES IN LARGEST SHIFT
- 0.5 SPACES X 103 UNITS + 1 SPACE X 40 EMPLOYEES = 92 SPACES

TOTAL PARKING PROVIDED = 114 SPACES
BARRIER FREE SPACES REQUIRED = 5
BARRIER FREE SPACES = 7 PROVIDED
ALL BARRIER FREE SPACES DESIGNED PER ADA REQUIREMENTS

TYPICAL PARKING SPACE DIMENSION = 9'X18'

GENERAL NOTES

- ALL DIMENSIONS SHOWN ARE TO THE EDGE OF METAL.
- PROVIDE CURB CUTS/RAMPS AT ALL BARRIER FREE ACCESS POINTS.
- PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND MICHIGAN BARRIER FREE CODE.
- SEE LANDSCAPE PLANS FOR HARDSCAPE, DETAILED GRADING IN LANDSCAPED AREAS AND SIGNAGE.
- SEE ARCHITECTURAL PLANS FOR MORE DETAILS ON TRUCK DOCK WALLS, STAIRS, AND RAMPS.
- MATCH EXISTING CURB & GUTTER SECTIONS WHEN CONNECTING TO THEM. CONDITIONS VARY THROUGHOUT PROJECT.
- EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND CITY OF PORTAGE STANDARDS SPECIFICATIONS.
- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
- ALL EXTERIOR CONCRETE SHALL BE MDOT GRADE P1 (3500PS), AIR ENTRAINED, LIMESTONE AGGREGATE, BROOM FINISHED, CURING SEAL.
- THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- ALL REQUIRED FILL FOR THIS PROJECT SHALL BE SELECTED EXCAVATED MATERIAL FROM THE SITE APPROVED BY THE ENGINEER OR CLASS II GRANULAR MATERIAL FROM BORROW AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.
- ANY BITUMINOUS OR CONCRETE PAVEMENT, SANITARY SEWER, SANITARY SEWER SERVICE LEADS, OR STORM SEWER, WHICH IS DAMAGED BY THE CONTRACTOR DURING HIS OPERATIONS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AND AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL INSTALL PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
- ALL UNSUITABLE SUBBASE MATERIAL MUST BE REMOVED TO A MINIMUM DEPTH OF 24" BELOW THE TOP OF THE SUBGRADE OR AS DETERMINED BY THE COUNTY ENGINEER.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.

- CONTRACTOR TO OBTAIN A ROW PERMIT FROM THE CITY OF PORTAGE FOR ANY WORK WITHIN THE PUBLIC RIGHT OF WAY.
- WORK IN CENTRE AVENUE SHALL BE CONDUCTED IN THE MONTHS OF MAY THROUGH OCTOBER, WITH WORK BEING COMPLETED BEFORE NOVEMBER 1 OF THE SAME YEAR THE WORK WAS STARTED.

BENCHMARKS

ELEVATIONS OF THIS SURVEY ARE BASED ON NAVD 88 AS DERIVED FROM GPS

BM 1 EL = 883.42'
SPIKE IN SOUTH FACE OF UTILITY POLE ON THE NORTH SIDE OF E CENTRE AVE EAST OF LAKE WOOD DR.

BM 2 EL = 883.14'
CHISELED X ON SOUTHEAST BOLT ON HYDRANT ON THE SOUTH SIDE OF E CENTRE AVE 580' EAST OF THE EAST CURB OF LAKE WOOD DR.

BM 3 EL = 880.72'
CHISELED X ON SOUTHWEST BOLT OF HYDRANT SOUTHEAST OF STORM CATCH BASIN 21.



Know what's below.
Call before you dig.

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

FIELD WORK PERFORMED BY:
HURLEY & STEWART, LLC

SITE LAYOUT PLAN TRILOGY HEALTH - PORTAGE MI TRILOGY HEALTH SERVICES

Sheet Title:
Project:
Client:

05/09/23

Sheet

C-2

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com



Job No. 23-0034 P.M.-HWP Drt: DSV OA/QC: 05/09/23
ISSUED FOR/REVISIONS:
2 CITY OF PORTAGE PRE-TENTATIVE REVIEW 05/14/23
3 OWNER REVIEW 05/21/23
4 CITY OF PORTAGE TENTATIVE PD REZONING 05/24/23
4 CITY OF PORTAGE PD ZONING RESUBMITTAL 05/09/23
COPYRIGHT © of Hurley & Stewart, LLC

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Communication from Lake Center District Housing Task Force

Please find attached a communication received from Michael Cartier on behalf of the Lake Center District Housing Task Force.

From: [Michael Cartier](#)
To: [Peter Dame](#); [Victor Ledbetter](#); [Pat McGinnis](#)
Cc: [Mary Zoeller](#); [Jim Kalleward](#); [mendhamz125@gmail.com](#); [derek.heath311418@gmail.com](#); [John Taylor](#); [Michael Cartier](#)
Subject: Letter from Lake District Housing Task Force - August 4, 2023
Date: Friday, August 4, 2023 3:51:42 PM

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.

August 4, 2023

Dear Mr. Dame and Council Member Ledbetter:

I am authorized by the Lake Center District Housing Task Force (the "Task Force") to send the following letter.

As an initial matter, I want to thank Mr. Dame for his response to the letter that the Task Force sent to each of you on July 20, 2023. I also want to thank him for his continued follow through on his commitment that he would forward all inquiries received from private citizens by the City so that the Task Force could include those questions in the Task Force's submissions to the City.

At the same time, however, the City has FAILED to follow through on Mr. Dame's commitment that "the process issues raised [by the Task Force would] be responded to separately." **To date, the Task Force has not received any response to the process questions.**

The City's failure to follow through on this commitment contradicts Mayor Randall's professed commitment to transparency in government. If the City truly wants to keep its citizens informed, then the City MUST find a way to provide a forum/process/protocol where ALL CITIZENS can see the questions submitted by the Task Force and ALL CITIZENS can see the answers provided by the City. Failure to provide such a forum/process/protocol ignores the stated goal of transparency and will prevent the City and the citizens of Portage from achieving a "win-win" that Mayor Randall professes to desire.

Despite the City's failure to follow through on the commitment to respond to the Task Force process questions, and in an attempt to move forward, the Task Force submits the following questions to the City. Please note that the questions that follow are not a comprehensive list, but rather a list of questions mainly focused on the Stanley Woodbine project.

It is the expectation of the Task Force that the City will make these questions available in some forum/format so that ALL CITIZENS can see them. Moreover, it is our expectation that the City will make its answers to each of these questions available in some form/format so that ALL CITIZENS can see them.

In order to ensure that there is no misunderstanding, and consistent with the City's commitment that the Task Force will not be required to utilize the FOIA process, please note that where requested, the Task Force seeks public records as defined under MCL 15.232(i).

1. Provide all public records re the Stanley Woodbine project: the proposed structures, including fire protection, exteriors, garages, floor plans, roofing, attic space, basements, security systems, electrical service, etc.
2. Provide the land purchase agreement and other public records related to the Stanley Woodbine project.
3. Identify the party and provide public records related to the question as to which party (AVB or a party representing AVB, or some other party) submitted the proposed design for consideration on the Stanley Woodbine development.
4. Provide all public records related to the RFP (request for proposals) and the bid tabulations or any analysis conducted or used to choose AVB?
5. Provide public records (even if in DRAFT form) that will be used to sell the homes in the Woodbine Stanley project to eligible buyers.
6. Provide any and all public records/contracts/agreements/letters of intent/letters of understanding or the like between the city and AVB and/or representatives of either.
7. Please comment: For the Stanley Woodbine project, sixty three (63) units at the city cost of \$300,000 results in a total cost of \$18,900,000. The city received only \$4,500,000 from Kalamazoo County. Where is the additional \$14,400,000 in funding to complete the project coming from? Has the city and AVB completed a cash flow analysis of the project? How are the shortfalls being funded?
8. Provide any and all public records related to DRAFT or FINAL financial pro formas prepared by or for the city related to the Stanley Woodbine project.
9. Provide all public records related to any plan or analysis - done by or for the city or AVB - related to the cost/density of developing the project under its current zoning of R-1B? R-1A?
10. Describe the experience that the city employee administering the Woodbine/Stanley project has in land acquisition, land speculation, site development, residential construction, contract negotiations, cost control, financing, mortgage lending, banking, real estate brokerage and the administration of a federal/county program?
11. Please comment: AllenEdwin is selling an Integrity1520 series home in Gobles with 2 bedrooms, one bath, two car attached garage and 1,250 square feet of living space for \$236,785. At their Concord Farms subdivision in Mattawan an Integrity1750 series home

with 3 bedrooms, 2 baths, two car attached garage and 1735 square feet of living space for \$264,000, or \$150 per square foot of living space. The city plan has \$320,000 divided by 1,400 square feet equal to \$248 per square foot. Why is the City cost/sell price so dramatically higher than these projects?

12. Please comment: The AllenEdwin Pennridge Trail subdivision off Ousterhout Road, Phase One , has an average lot width of 66' and an average lot size of 8,869 square feet, both meeting and exceeding the requirements of the PD zoning district. The city plan for Stanley Woodbine meets neither. Should the plan be changed to at least meet the minimum PD zoning requirements? If not, why not?

13. Please comment: how did the city determine that the “missing middle” home would cost/sell for \$320,000? Experts suggest that a ratio of the cost of a home compared to annual income be no more than 2.6. A single person on the low end of the city’s AMI chart, 100 % AMI, would qualify to buy a home at \$64,200, multiplying that by 2.6 would equal a home price of \$166,920 . At the high end, a 5 person household at 100% AMI of \$99,120 would qualify for a home price of \$257,600. By the city’s own definition, workforce housing should be priced between \$166,920 and \$257,600, far below the city’ estimated cost/sales number.

14. Describe the role that the city will play after the homes are sold. For example, will the city tax the home at market value or at the sale price to the owner? Will the city guarantee the loans? Will the city control the mortgage terms? Will the city control the sale of the home to any subsequent buyer? Will homeowners be required to insure homes for replacement cost? Will the city be responsible for any common areas? Will there be a homeowners association? Will homeowners be allowed to sell the homes that they buy? If not, how does the homeowner grow the value of the home (a key benefit to owning a home)? Will homeowners be allowed to rent the homes that they buy?

15. The following citations are related to the question below. Code of Ordinances of Portage Michigan (Municipal Codes),Chapter 42 Land Development Regulations, Article 4 Zoning, Division 4 Zoning Districts and District Regulations, Subdivision 11 PD Planned development district, Section 42-374 Site Development Requirements, C. Non-applicability of other zoning regulations, mixture of housing types: Please comment: The applicant for a planned development must demonstrate that the proposed plan cannot be developed under other provisions of this article, or provide for a mixture of at least two of the three housing types: one- family attached or detached, two-family or multifamily. The project only includes detached one-family homes so it does not meet the second requirement. Nor does it meet the first requirement in that the project could, and should, be developed in any of the R-1 zoning classifications.

16. The following citations are related to the question below. Code of Ordinances of Portage Michigan (Municipal Codes),Chapter 42 Land Development Regulations, Article 4 Zoning, Division 4 Zoning Districts and District Regulations, Subdivision 11 PD Planned development district, Section 42-374 Site Development Requirements, D. Density. Please comment: 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. The project does not meet this requirement in that the average is 6,128 square feet with the majority of the lots being just over the minimum 5,000 square feet and a very few large lots added to pump the average up. One lot does not meet the minimum standard.

17. The following citations are related to the question below. Municipal Codes, Chapter 42 Land Development Regulations, Article 4 Zoning, Division 4 Zoning Districts and District Regulations, Subdivision 11 PD Planned Development District, Section 42-374 Site Development Requirements, E. Setbacks, a. Perimeter Setback Requirements. In a planned development that abuts property and that permits developments of less intensity than permitted by the planned development, a peripheral transition area shall be incorporated in the planned development that provides development similar in density to that existing or permitted on the on the abutting land. The lots on the north, east and south side of the project do not meet this requirement, the abutting land is zoned R-1B which is generally half of the project density.

18. The following citations are related to the question below. Municipal Codes, Chapter 42 Land Development Regulations, Article 5 Subdivision and Land Division Regulations, Division 4 Required Improvements and Design Standards, Section 42-807 Lots, .1 Size and Shape, d. Corner Lots; Corner lots shall be platted at least 20' wider than the minimum width permitted by article 4 of this chapter in order to conform with setback lines for side-lotted streets. Please comment: none of the Stanley Woodbine corner lots on this project meet this requirement.

19. The following citations are related to the question below. Municipal Codes, Chapter 42 Land Development Regulations, Article 5 Subdivision and Land Division Regulations, Division Required Improvements and Design Standards, Section 42-807 Lots, 2. Arrangement, a. Every lot shall have not less than 60 feet of frontage on a public street or 50 feet of frontage on a public cul-de-sac. Please comment: many of the lots in the project do not meet this requirement.

20. On July 25, 2023, Zylman Avenue Ventures LLC (on JTB Homes letterhead) informed Mayor Randall that it was withdrawing its pending applications related to the Austin Landings Planned Development (the "Austin Landings Letter"). The letter refers to interactions with Mayor Randall regarding the Mayor's input into this Zylman Avenue Ventures' actions: "Based on your recommendation . . ." and "Your input has been important in making this decision." Provide ALL public records related to Mayor Randall's interactions with Zylman Avenue Ventures' decision to withdraw its pending applications.

The Task Force looks forward to receiving the City's responses to the forum/process/protocol/ issue as well as to the substantive issues raised in this letter.

--

Michael Cartier
+1.269.998.2467

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Farmers Market Petitions

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Receive the petition regarding a Farmer's Market location at Portage Road and Zylman Road.

The City Clerk was provided eight pages of petitions by Councilmember Lisa Brayton during the August 8th Committee of the Whole meeting regarding the Portage Farmer's Market. The petitions seek to relocate the Portage Farmer's Market to property on Portage Road and Zylman Avenue as a permanent location. Upon review by the Office of the City Clerk, there are 94 completed signatures amongst the eight pages, with 67 of the signatories being city property owners, and 18 as registered voters but not identified as property owners. The remaining ten signatories were neither property owners of the address they listed, nor registered voters of the address.

At this time, it is recommended that City Council receive the petition regarding a Farmer's Market location at Portage Road and Zylman Road.

FUNDING: N/A

Attachments: 1. 2023 08 08 Zylman Market Petitions

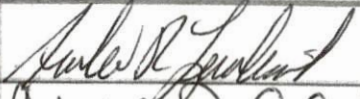
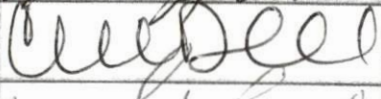
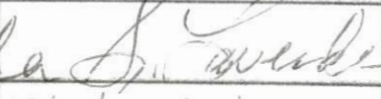
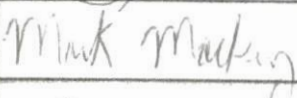
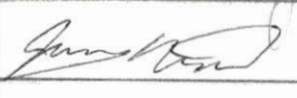
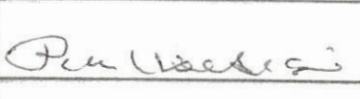
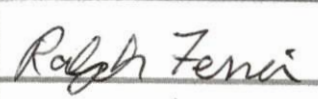
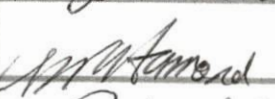
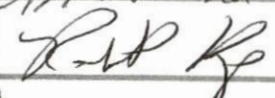
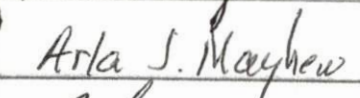
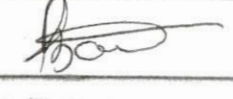
P.O. = Property Owner
 R.V. = Registered Voter
 N.A. = Neither Owner Nor Registered

①

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage @ Zylman Rd. location

Petition summary and background	[Enter the background of and reasons for this petition]
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

	Printed Name	Signature	Address	Comment	Date
P.O.	ANDREW LENDERINK		972 RAINBOW-PORTAGE MI		6-6-23
P.O.	Crystal Dimick		3985 Diamondville PORTAGE MI		6-6-23
P.O.	Susan Lavender		757 Carolee Court PORTAGE	Great Idea!	6-7-23
N.A.	Mark Mockery		10711 Oakland Portage		6-13-23
R.V.	Jason Wilson		8039 waylee ST		6-13-23
P.O.	Paul Wieschke		10030 Tusculum St		6-13-23
R.V.	Ralph Ferris		5435 Meredith St. Apt 1B		6-13-23
R.V.	Nick Hammond		2516 mapleview Ave		6-13-23
P.O.	Rob Kemp		5827 Downing St		6-13-23
P.O.	Arla J. Mayhew		10175 Pt-O-Lds Cir		6-13-23
P.O.	Rick Green		5700 Old mission		6/13/23
P.O.	Thalika Gargelli		4679 Connolly Ln		6/14/23

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage & Zylman Rd. location

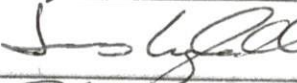
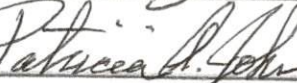
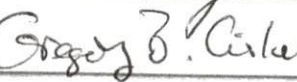
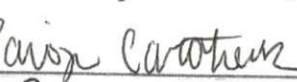
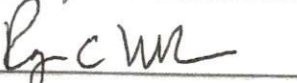
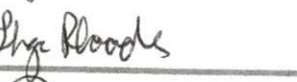
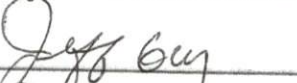
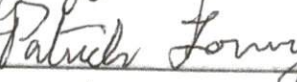
Petition summary and background	[Enter the background of and reasons for this petition]
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

	Printed Name	Signature	Address	Comment	Date
R.V.	Alexis Smith	Alexis Smith	5924 Mount Vernon Ave	Yay!!	6/28/23
P.O.	RICHARD INGLE	Richard Ingle	7261 WHITE OAK CIRCLE	YAY	6/28/23
P.O.	CHRISTINE INGLE	Christine Ingle	7261 White Oak Circle		6-29-23
P.O.	Ryzen Brown	[Signature]	7157 Beverwood Circle	Yay	6-29-23
R.V.	Cassidy Wholham	Cassidy Wholham	7724 Chippewa St.	Yay	7-04-23
R.V.	Patricia K. Womnewski	[Signature]	2581 brahms ave	I Love Lisa!	07-09-23
R.V.	Megan Seeley	Megan Seeley	7786 Chippewa St	Yay!	7-4-23
R.V.	Erin Condag	[Signature]	7832 Chippewa St	Amazing	7-4-23
N.A.	Jordan Crocker	Jordan Crocker	5613 outer dr	Best mom!!!	7-6-23
P.O.	Josh Lacey	[Signature]	8250 Brookwood Dr		7-11-23
N.A.	Joseph Braun	Joseph Braun	3696 Byram Cir	need farmers market	7/11/23
P.O.	Chris Homstreet	Chris Homstreet	1116 Mayfield	Intersection at city Hall dangerous	7/11/23

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage & Zylman Rd. location

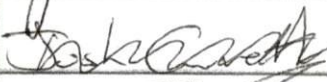
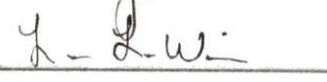
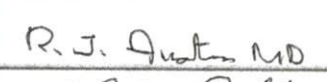
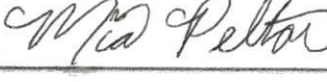
Petition summary and background	[Enter the background of and reasons for this petition]
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	Printed Name	Signature	Address	Comment	Date
N.A.	CHRIS KRAFT		6159 VILLAGE GREEN CIR		6-14-23
P.O.	James Loughmiller		2721 Bach Ave		6/14/23
P.O.	Patricia A Johnson		1519 E. Osterhout Ave		6/15/23
P.O.	Gregory B. Ciolek		6745 EDGEFIELD ST		6/15/23
N.A.	Paige Carothers		10009 WOODLAWN DR		6/15/23
P.O.	Ryan Wilson		9517 WOODLAWN DR		6-21-23
R.V.	Aileen Callaghan		9849 Spinnaker		6-22-23
P.O.	Annamarie Chandler		8062 WIMBLEDON DR		6/22/23
P.O.	Thanya Rhoades		1719 Bellaire		6/25/23
P.O.	Jeff Guy		1020 South Shore Dr		6-27-23
P.O.	PATRICK LOWRY		9332 OAKVIEW DR		6/28/23
P.O.	Jatana Hudson		52015 Roanoke St		6/28/23

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage & Zylman Rd. location

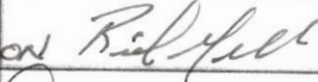
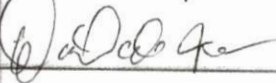
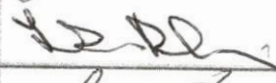
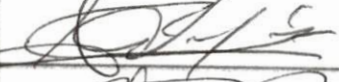
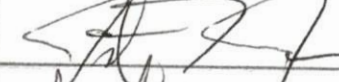
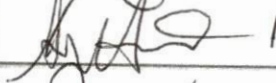
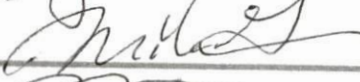
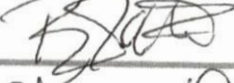
Petition summary and background	[Enter the background of and reasons for this petition]
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

	Printed Name	Signature	Address	Comment	Date
P.O.	Josh Th Eggerdus		1802 Colchester		5-31-23
Crossed out	Josh Eggerdus		286 Depot Road		8/1/23
P.O.	STEPHEN McGinnis		511 EQUESTRIAN RD		6/1/23
R.V.	Deb Glerum		4305 Zylman Rd.		6-1-23
R.V.	KEA GERMAN		4305 Zylman Rd		8/1/23
P.O.	Rebecca Brown		7245 Balboa Dr		6/21/23
P.O.	CHARLES J. LIZBANK		8310 VALLEY VIEW		6/21/2023
P.O.	Jessica Un		210 Montague Dr		6/21/23
P.O.	Kimberly Pieper		4407 Zylman Ave		6/21/23
P.O.	Laura Williams		10805 S. Westside Ave		6/21/23
P.O.	ROBERT J. AUSTIN		1428 Forest Drive 49002		6/21/23
R.V.	Mia Pelton		8109 Edmonds St. 49024		6/21/23

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage & Zylman Rd. location

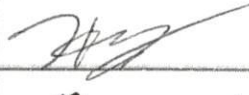
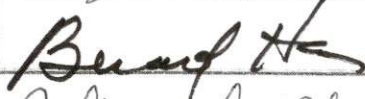
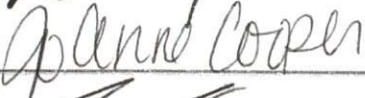
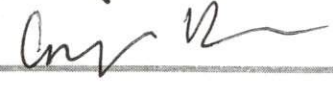
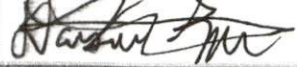
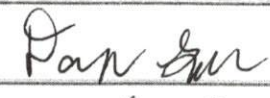
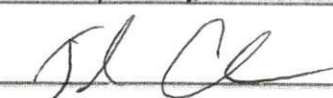
Petition summary and background	[Enter the background of and reasons for this petition]
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

	Printed Name	Signature	Address	Comment	Date
R.V.	RICHARD GILKISON		10165 WOODLAWN DR		MAY 11
P.O.	DAVID JACKSON		9119 SIESTA KEY BL		MAY 11
R.V.	Frank Bechman		6409 Westshire		MAY 16
P.O.	Louis Vazquez		6615 Troutwood St.		5-16-23
P.O.	Justin Jones		111 Cliffwood Rd		5-16-23
P.O.	Amy Holmes		1766 Greenbrier Dr		5-16-23
R.V.	Mike Tarn		7791 Ashton Woods Dr		5-16-23
P.O.	BART WATKINS		9986 SAILOR CT.		5-16-23
N.A.	Victoria Dpurs		5804 Missouri Ave.		5-16-23
R.V.	Terez Lowry		8619 Tozer Ct #7		5-16-23
P.O.	Ray Younger		2009 Apples +		5-17-23
P.O.	JAMES COOPER		4610 WESTFIELD AVE		5-17-23

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage & Zylman Rd. location

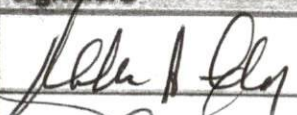
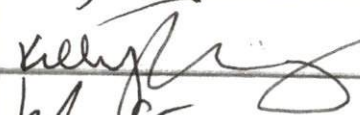
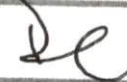
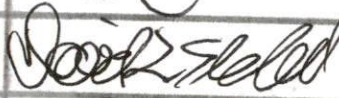
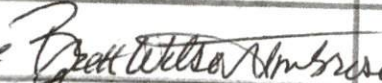
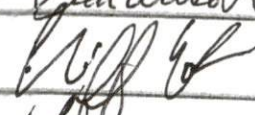
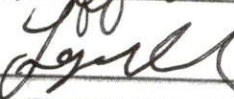
Petition summary and background	[Enter the background of and reasons for this petition]
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

	Printed Name	Signature	Address	Comment	Date
P.O.	PATRICK MANION	Patrick Manion	7805 KINGSTON DRIVE		5-17-23
N.A.	Hayden Brayton		9336 East Shore dr.		5-17-23
P.O.	Bernard Han		3228 Bennington Ct		5-17-23
P.O.	Jo Anne Cooper		4610 Westfield		5-19-23
P.O.	Jade Evans		5631 Tiffin St		5-24-23
P.O.	Beau Mason		9418 Chapel St		5-24-23
P.O.	Cindy Parks		227 Gabardine		5/25/23
P.O.	Raymond Parks		227 Gabardine		5/25/23
P.O.	Corey Dyer		3430 W. M. Itham Ave		5/25/23
N.A.					
N.A.	Pamela Aguir		6895 Veronica Street		5/25/23
P.O.	John Clark		210 Montague Dr.		5/31/23

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage & Zylman Rd. location

Petition summary and background	[Enter the background of and reasons for this petition]
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

	Printed Name	Signature	Address	Comment	Date
P.O.	Melissa A. Cheney		507 Southland Ave Portage		7/11/2023
P.O. (mid. name)	Casey Lavender		757 Janelle Ct.		7/11/23
P.O.	Kelly Ruemensky		7157 Bridlewood		7/11/23
P.O.	Joshua Simmons		6921 Cornell		7/11/23
R.V.	Lola Winn	Lola Winn	5625 Angling Rd		7/13/23
P.O.	Karla James	Karla James	5625 Angling Rd		7/13/23
P.O.	Tom Lorenz	Tom Lorenz	8911 New house st		7-13-23
P.O.	Jason Cox		5976 GRAND TRAVELER LANE		07-13-23
P.O.	David Eldred		3011 Woodhams Ave		7-13-23
P.O.	Brett Wilson Ambrose		9139 Austin Dr.		7/13/23
P.O.	Cliff Cook		2203 Burt Dr.		7/13/23
P.O.	Logan Winsen Ambrose		9139 Austin Dr.		7/13/23

Petition to [Action Petitioned For]

To build a permanent Farmers Market @ Portage & Zylman Rd. location

Petition summary and background	[Enter the background of and reasons for this petition]
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

	Printed Name	Signature	Address	Comment	Date
N.A.	Cynthia Gilkison	Cynthia Gilkison	10145 Woodlawn		7-11-23
P.O.	Mark Alexander	[Signature]	2630 E Shore Dr.		7-13-23
P.O.	Dan Comasini	[Signature]	6011 Liddington Ave		7-13-23
P.O.	Denise Comadine	Denise Comadine	621 Liddington Ave		7-13-23
P.O. (trst)	Kerth Newbury	Kerth Newbury	8970 East Shore Dr		7-13-23
P.O. (trst)	Susan Newbury	Susan Newbury	8970 EAST SHORE DR		7-13-23
R.V.	Jim Kalleward	[Signature]	9036 East Shore Dr		7-13-23
P.O.	Margaret J. Hills	Margaret J. Hills	316 Barbary Ave		7-13-23
P.O.	Beth Hinz Kalleward	Beth Hinz Kalleward	9036 E Shore Dr.		7-13-23
P.O.	Faye Springer	[Signature]	4563 Brickleton wood		7-13-23
P.O.	Mary Zoeller	Mary Zoeller	2024 Ames Dr		7-13-23
P.O.	Ryan Wilson	RYAN WILSON	9517 WOODLAWN DR		7-13-23

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Closed Session

SUPPORTING PERSONNEL: Catherine Kaufman, City Attorney

ACTION RECOMMENDED: Enter into a Closed Session to discuss legal opinions and guidance regarding challenges of a candidate's residency.

In accordance with Michigan's Open Meetings Act (OMA), 1976 PA 267, a public body is permitted to meet in closed session for one of several circumstances. Per Section 15.268(8)1(h) one of these circumstances includes consideration of "material exempt from discussion or disclosure by state or federal statute." Therefore, it is recommended that the City Council enter into a closed session for the purpose of discussing legal opinions and guidance regarding challenges of a candidate's residency..

FUNDING: N/A

Attachments: None