

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Recognition of the City of Portage Polling Locations

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of November 14, 2023.
2. Approve the Accounts Payable Register of December 5, 2023 as presented.
3. Award a construction contract for the Ramona Park Plat Streets Reconstruction and Utility Installation to Hoffman Bros., Inc. of Battle Creek, Michigan in an amount not to exceed \$2,353,064.10 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
4. Approve the purchase of property located at 8847 Portage Road and authorize the City Manager to execute all documents related to the contract on behalf of the city.
5. Adopt Resolution No.1 setting a public hearing for January 9, 2024, to create six regional Industrial Development Districts in the City of Portage.
6. Approve the purchase of Body-worn Cameras and In-car Video Systems at a cost of \$814,778.82 from Axon Enterprise, Inc. utilizing Sourcewell Cooperative Purchasing Agreement #010720-AXN, and authorize the City Manager to execute all documents related to this matter on behalf of the city.
7. Approve the Crossroads Area Strategic Plan and authorize the City Manager to execute elements of this plan on behalf of the city.
8. Set a Special Meeting for Tuesday, January 23, 2024, at 5:30 p.m. to interview Board and Commission applicants.
9. Appoint Julie Pryor to a term on the Human Services Board ending October 1, 2024.
10. Minutes of Boards & Commissions:
 - a. Environmental Board of October 11, 2023.
 - b. Senior Citizens Advisory Board of October 18, 2023.
11. Materials Transmitted.
12. Calendar of Meetings:
 - Historic District Commission: Wednesday, December 6 at 8:30 a.m. in Conference Room 1.
 - Park Board: Wednesday, December 6 at 6:30 p.m. at the Parks & Recreation Building.
 - Human Services Board: Thursday, December 7 at 5:30 p.m. in Conference Room 1.
 - Planning Commission: Thursday, December 7 at 7:00 p.m. in the City Council Chambers.
 - Youth Advisory Committee: Monday, December 11 at 6:00 p.m. in Conference Room 1.
 - ~~Zoning Board of Appeals: Monday, December 11 at 7:00 p.m. in the City Council Chambers. Canceled~~
 - Parliamentary Procedure Training with Michigan Municipal League: Tuesday, December 12 at 4:00 p.m. in the City Council Chambers.

- Environmental Board: Wednesday, December 13 at 7:00 p.m. in Conference Room 1.

B. Petitions and Statements of Citizens:

C. Communications:

D. Public Hearings:

1. Subsequent to the public hearing, consider approving Ordinance Amendment #23/24-2 to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process.

E. Regular Business Agenda:

F. Unfinished Business:

1. Adopt the ordinance amendment to grant River Caddis Communities a tax exemption and establish a Payment in Lieu of Taxes for Portage Caddis, a Proposed 180-unit multiple-family residential development to be constructed at 412 West Centre Avenue, and 7860 Shaver Road, in the City of Portage.
2. Review of Proposed Alternate Location for the Future Portage Farmers Market - Information Only

G. Council Committee Reports:

H. New Business:

1. Discuss City Council Goals and Priorities for 2024-2025.

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Recognition of Polling Places

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Recognition of Polling Places

The following ten locations are the polling places where City of Portage residents cast their ballots on Election Day. These partners open their doors on Election Day and welcome all registered voters so they may participate in our democracy.

On Tuesday, December 5, 2023, the Mayor and City Council of the City of Portage will formally recognize these institutions on behalf of the City of Portage, Portage Public Schools, Kalamazoo County, the State of Michigan, and the United States of America.

INSTITUTION	POLLING PLACE SINCE
Pathfinder Church	1979
Kalamazoo Regional Educational Service Agency	2000
Goldentree Apartments	2000
The Bridge Church	2013
Lord of Life Lutheran Church	2013
Kalamazoo First Assembly of God	2013
Prince of Peace Lutheran Church	2013
Portage Chapel Hill United Methodist Church	2013
Westminster Presbyterian Church	2019
Prairie Edge Christian Reformed Church	2022

FUNDING: N/A

Attachments: None

CITY COUNCIL MEETING MINUTES FROM NOVEMBER 14, 2023

Mayor Patricia Randall called the Regular Meeting to order at 07:00 PM in the Council Chambers at Portage City Hall. At the request of Mayor Randall, the audience observed a moment of silence to commemorate local small businesses and their contributions to the community.

Following the moment of silence, the City Council, led by Scouting Troop 244, recited the Pledge of Allegiance. After the Pledge, Troop Leader Terry Clare introduced the troop members.

ROLL CALL: Councilmembers Chris Burns, Lori Knapp, Victor Ledbetter, Mike Quinn, 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.

PROCLAMATIONS:

Small Business Saturday: Polly Kragt, owner of the ChocolaTea Tea Shop and Cafe, read the proclamation.

Approval of Minutes: Motion by Burns, seconded by Pearson, to approve the Minutes of the Regular Meeting of November 1, 2023. Upon a voice vote, motion carried 7 to 0.

November 7, 2023 City General Election - preliminary results: Motion by Burns, seconded by Ledbetter, to receive the preliminary results of the November 7, 2023, City General Election from the City Clerk as information only. Upon a roll call vote, motion carried 7 to 0.

Comments by Councilmembers: Councilmember Urban thanked Councilmember Quinn for his willingness to fill the Council vacancy. He then thanked Councilmember Knapp for her service and wished her well going forward.

Councilmember Ledbetter first thanked Councilmember Quinn for assisting the Council with two meetings. He then thanked Councilmember Knapp for serving, stating he had learned a lot from her.

Councilmember Knapp began by congratulating the re-elected members of the Council and their continued leadership of the city. She then congratulated Nicole Miller and Jihan Young for winning their elections. She also thanked Mr. Quinn for his support to the Council. Councilmember Knapp then stated that her own time on City Council had flown by and thanked the citizens for allowing her to serve the community, as well as city staff for their efforts. She then thanked her fellow Councilmembers for working together through both difficult and simple issues. She trusted that the incoming Councilmembers would uphold the tenets of serving the citizens and leading in Portage. She closed with a highlight to Councilmember-elect Miller regarding a long-running joke for supplying refreshments to her seatmates.

Councilmember Quinn thanked both members of the Council and staff for being welcoming and helpful. He echoed Councilmember Urban's comment regarding a willingness more as an eagerness to serve his community. Councilmember Quinn stated it had been a great pleasure to serve the citizens of Portage. He closed by recognizing attending State Representative Julie Rogers.

Councilmember Burns thanked Councilmember Quinn for his service to the City Council. He then thanked Councilmember Knapp for her leadership, as well as her organization and support. Councilmember Burns closed by extending Councilmember Knapp well wishes for the future.

Mayor Pro Tem Pearson thanked Councilmember Knapp for her service, noting her first campaign in 2017 leading the race as a new candidate. He relayed her hesitancy about running again in 2021, instead choosing a 2-year term, as well as her concern about running in 2023. Mayor Pro Tem Pearson thanked Councilmember Knapp for her six years of service, both as a friend and

Councilmember, highlighting her work as Chair of the Lake Center District committee.

City Manager McGinnis thanked Councilmember Knapp for her service, grace, and professionalism. He also thanked Councilmember Quinn for his collaboration, as well as his service.

Mayor Randall began by noting her relationship with Councilmember Knapp began when they lived in the same neighborhood. Mayor Randall recalled how she got Councilmember Knapp involved in the community, beginning with the city's Board of Review and eventually the City Council. Mayor Randall relayed that it was a pleasure to work with Councilmember Knapp and admired her for her contributions to the Council. Mayor Randall then thanked Councilmember Quinn for stepping up as the natural choice from his recent service as chair to the County Board of Commissioners. Mayor Randall closed by congratulating Nicole Miller and Jihan Young as they joined the City Council.

Adjournment of Outgoing City Council: Mayor Randall adjourned sine die the retiring City Council at 7:24 p.m.

NEW CITY COUNCIL:

Oaths of Office: City Clerk Eklov administered the Oath of Office to Chris Burns, Nicole Miller, Jim Pearson, and Jihan Young as Councilmembers and Patricia M. Randall as Mayor.

- Break for Reception -

Seating of Mayor and Councilmembers: The Mayor and City Council took their respective seats at the dais. Mayor Randall called the meeting to order at 7:30 p.m.

Roll Call of the 30th City Council: Councilmembers Chris Burns, Victor Ledbetter, Nicole Miller, Jim Pearson, Terry Urban, Jihan Young, and Mayor Patricia Randall were present. City Manager Pat McGinnis, Chief Operating Officer Adam Herringa, Chief Development Officer Peter Dame, City Attorney Catherine Kaufman, and City Clerk Erica Eklov remained present.

Election of Mayor Pro-Tempore: Mayor Randall reviewed the process for selecting the Mayor Pro Tem, then entertained nominations for the position. Councilmember Burns nominated Councilmember Pearson. There were no further nominations. Councilmember Jim Pearson was selected as Mayor Pro Tem by a vote of 7 to 0.

Rules of Order & Procedure: Motion by Urban, seconded by Burns, to adopt the City Council *Rules of Order and Procedure*. Upon a voice vote, motion carried 7 to 0.

Resolution of Respect for Lori Knapp: Mayor Randall read the Resolution. She then presented Ms. Knapp with the Resolution, a city flag, and her dais nameplate.

Petitions & Statements of Citizens:

1. Alan Loveridge (23965 88th Avenue, Marcellus) spoke regarding the offerings of his website and printer assistance pages (www.stopallscams.com).
2. Dierdre Courtney-Nieves (1414 Regina Avenue) began by welcoming the new Council and thanked the Council for addressing the area's housing shortage.
3. Mary Wieplowski (8836 East Shore Drive) spoke regarding the election outcome, noting the citizens would uphold the same standard of transparency with the new council as they did with the old. She then expressed concern regarding a surveyor on her street this afternoon who noted he was reviewing the trees along East Shore Drive to install a new bike path. She stated neither her nor any adjoining property owners had received information on a bike path being placed there and asked to know the status of the property.
4. Stephanie Hoffman (City of Kalamazoo) thanked the Council for addressing affordable housing via the business on the agenda. She noted the importance of affordable housing to communities and the effects on all other aspects of such housing for local families.

5. Brianna Zhang, Aanya Goel, and Janelle Yeow, Portage Central High School students, spoke regarding the Miles for Smiles program, including the benefits and needs of youth sports. The students then presented the objectives of their program to raise awareness in the community and hope to raise funds for the program and associated equipment. They noted the four fundraisers they hosted in the past year. They demonstrated their fundraising hopes, income to date as well as outreach and donation plans. They outlined their group's next steps including the DECA conference, desire to achieve 501c(3) certification and scholarship opportunities. They aim to promote community wellness and volunteering as part of the program. They closed with a proposal to the City Council to place an equipment collection bin at Portage City Hall, additional support from additional community locations, and advertising help in the Portager and others
6. Jane Ghosh (CEO of Discover Kalamazoo) welcomed the new City Council, noted several upcoming events including the annual board meeting on December 13 at 4:30 p.m. at Bells Brewery. She reminded the Council that a member of the Portage City Council serves on the Discover Kalamazoo Board and requested the position be filled in time for the next board meeting in February.
7. Carolyn Pesheck (6745 Shoreham Street) wanted to address her prior meeting comments regarding the River Caddis development.
8. Sy Overmeyer (4302 East Centre Avenue) spoke regarding the war in Gaza and the recent hostilities between Israel and Palestine. He noted how he had never been involved until this matter came about and he attended a pro-Palestinian march in DC which did not receive wide media coverage. He expressed concern regarding the lack of additional news coverage and recognition by state and federal representatives. He noted a lecture by Dr. Mark Braverman at WMU regarding the events in Israel and spoke regarding Zionism.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Burns removed Item 8.D (River Caddis Tentative PD). Mayor Pro Tem Pearson removed Item 8.F (Flock Cameras). Motion by Pearson, seconded by Young, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Pearson, seconded by Young, to approve the Accounts Payable Register of November 14, 2023, as presented. Upon a roll call vote, motion carried 7 to 0.

City Council Code of Ethics & Values Policy: Motion by Pearson, seconded by Young, to adopt and sign the updated *City Council Code of Ethics and Values Policy*. Upon a roll call vote, motion carried 7 to 0.

McConley Cove Finale Preliminary Plan: Motion by Pearson, seconded by Young, to approve the Final Preliminary Condominium Plan (engineering plans) for McConley Cove Planned Development, 1075 Bacon Avenue. Upon a roll call vote, motion carried 7 to 0.

HVAC Maintenance Services: Motion by Pearson, seconded by Young, to approve a one-year (base) contract with Allied Mechanical Services, in the amount of \$430,728.20 for heat, ventilation, and air conditioning (HVAC) maintenance of city-owned facilities, with five optional one-year extensions, and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

West Centre Avenue Reconstruction Project - Tabulation of Proposals: Motion by Pearson, seconded by Young, to award a contract to perform engineering services to Wightman & Associates, Incorporated, of Kalamazoo, Michigan in the amount not to exceed \$320,284 for the reconstruction of West Centre Avenue from Oakland Drive to Shaver Road and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Parliamentary Procedure Training for Boards and Commissions: Motion by Pearson, seconded by Young, to receive the communication from the City Manager scheduling a parliamentary procedure training session for the various boards and commissions on December 12, 2023, from 4:00 to 7:00 p.m. in Council Chambers. Upon a roll call vote, motion carried 7 to 0.

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

PUBLIC HEARINGS:

River Caddis Planned Development Revision: Mayor Randall opened the public hearing at 8:19 p.m. City Manager McGinnis relayed the history of the item and the reason for its return to the Council. He noted the matter would also be discussed under the Regular Business section as there are two parts of the project, with a Payment In Lieu of Taxes (PILOT) proposal in addition to the Tentative Plan Amendment. Chief Development Officer (CDO) Pete Dame then provided a summary of the current proposal as revised, including the addition of housing and density to the City Centre Area, and noted the project would return to the City Council for future approval as this was only the tentative level.

Councilmember Urban questioned the change to the narrative from market-rate housing to mixed-income housing. CDO Dame replied that, while the developer's original intent was for market-rate housing, the narrative only describes the intent of the developer and not the land use, which is included in the Land Use Plan. Councilmember Urban disagreed and stated that the project narrative is, historically, an integral part of a proposal. CDO Dame argued that anything related to the description, except the nature of the buildings, is binding to the previous approval and deferred to the City Attorney.

Councilmember Urban then spoke regarding the Site Plan and the properties involved in the project. He highlighted the shared access drive to the south of Fire Station #1 and questioned whether the city would have continued use of the driveway, as well as an option for a vehicle from this development to move through adjoining drives to access the traffic signal at Shaver Road. CDO Dame responded that the city located the original access agreement for the driveway at Fire Station #1, noting it is a permanent agreement, and the city will continue to be able to utilize the drive. He then discussed the River Caddis Concept Plan, which allows vehicles to use the access drives and intersection signals between the Police and Fire Stations at Shaver Road. Councilmember Urban relayed his concerns from earlier reviews of the site regarding traffic access and argued that it would be in all parties' best interest to have the Council make the driveway a formal driving lane to prevent unplanned interaction between Fire personnel and public motorists. City Attorney Kaufman relayed the citation from the Zoning Ordinance regarding a Planned Development and highlighted the Statement of Purpose and Objectives, but not a narrative. CDO Dame highlighted that the PILOT request and the amended Tentative Plan were two separate matters. At the Mayor's request, City Attorney Kaufman relayed that the multifamily housing description in the Statement of Purpose related to land usage, and did not speak to financing.

Councilmember Burns asked CDO Dame if the developer had asked for the proposed housing to be income-eligible earlier and whether the city's review process would have changed. CDO Dame responded it would not. Mayor Randall asked about potential differences in the cost per unit/square footage and the design of the exteriors with the different types of housing models. CDO Dame responded that the exteriors would remain as proposed in the site plan, but deferred the other questions to the developer. CDO Dame further cited developing construction trends, in light of the economy, resulting in a rapid decline for multifamily housing, especially without supplemental financing.

Mayor Pro Tem Pearson asked about the design of the project's community amenities and

potential cutbacks with the change in housing types. CDO Dame confirmed the noted amenities would remain despite the type of housing. As there was no additional public comment, motion by Burns, seconded by Young, to close the public hearing. Upon roll call vote, motion carried 7 to 0.

At the invitation of the Mayor, the representative for the development, John McGraw (1038 Trowbridge Road, East Lansing), came forward. Councilmember Urban asked Mr. McGraw to detail the aspects that had changed since the initial proposal in April. Mr. McGraw cited three items, including a wetland delineation review by the Michigan Department of Environment, Great Lakes, and Energy (EGLE); a project economics issue, and regulatory issues. Councilmember Urban asked if the determination by EGLE was the main reason for the change in housing. Mr. McGraw responded it was not. He noted his work with the subject property since 2019 and the site's complexity to develop. Councilmember Urban asked Mr. McGraw to further elaborate on his three factors. Mr. McGraw responded that the EGLE factors were exceptionally detailed, then spoke regarding the changing requirements from the Michigan State Housing Development Authority (MSHDA) and the federal department of Housing and Urban Development (HUD), as well as a change in funding interest rates. Councilmember Urban asked why the site plan changed. Mr. McGraw responded that, as a developer, he was trying to find a site plan that worked within the existing PD. Councilmember Urban asked Mr. McGraw if he had any shared access concerns with Fire Station #1 and the proposal to formalize the driveway. Mr. McGraw confirmed that the best-case scenario was to work with the city for ideal traffic management, which would happen at the later plan approval stage.

Councilmember Young asked about Mr. McGraw's success rate with modifying prior plans. Mr. McGraw confirmed that every project he has developed has been fluid, including costs, approvals, opinions, and regulations.

Councilmember Urban then cited the area's city drain and the resulting wetland creation. He asked Mr. McGraw to detail his plans for managing those areas as the current plan illustrates buildings in those areas. Mr. McGraw responded that any identified wetland would need to be reviewed by EGLE and any plans would be on the Final Plan proposal. Mr. McGraw responded that the design had been reviewed by several experts to determine the best possible outcome, and proceeding with the current proposal shouldn't be a problem.

Motion by Burns, seconded by Young, to approve the Tentative Plan Amendment of the River Caddis proposed mixed-use development at 412 West Centre Avenue and 7860 Shaver Road, subject to the following conditions: the proposed live/work units shall be consistent with the requirements of Building Code Section 419 Live/Work Units and Zoning Code Sec. 42-137 Work/Live Accommodations; and, the utility and engineering review comments should be addressed in detail in the PD Final Plan. Upon a roll call vote, motion passed 7 to 0.

REGULAR BUSINESS AGENDA:

Tax Exemption (Payment in Lieu of Taxes) for River Caddis Communities: At the invitation of the Mayor, Councilmember Burns explained why he had removed the item from the Consent Agenda. He noted the Council's rationale for approving certain funding mechanisms that support city goals, including adequate affordable housing. He relayed the details of the funding proposal, including 87 tenants for one-bedroom units at 60 percent of the median area income level. He noted that equated to an annual income of \$38,525 and elaborated on the type of job market that would relate to the income level. He noted that the connotations of affordable housing can often be negative and the economics have differed from the general income. Councilmember Burns asked Mr. McGraw about his firm's experience with such a type of mixed-income development.

Mr. McGraw responded that his firm focuses on identifying community needs and creating developments to address those needs, but noted most of their developments are successful with partners. He cited developments in eight states with a partnering property management firm, including experienced MSHDA firms. Councilmember Burns asked why the developer was seeking city

PILOT funding at this time, as opposed to the initial presentation in April.

Mr. McGraw responded that there were several factors, including a division of the company focused on affordable housing for the Michigan market. He stated the reason was an identified need in Michigan for this type of model. Councilmember Burns asked for some 3-bedroom units in mixed-income housing in future proposals where there was more time but looked forward to the development, nevertheless. He cited his own home ownership in the prior market as compared with the current housing and interest rate market.

Councilmember Urban cited his earlier discussion regarding the rezoning and noted this development would likely be the only development slated for the City Centre area. He liked the decrease in the number of tenants now proposed as well as the additional access to the location. He asked Mr. McGraw how he defined affordable housing. Mr. McGraw related that he deferred to the state-prescribed levels of 120% or below an area's median income. Councilmember Urban asked Mr. McGraw to compare these amounts to his earlier market-rate housing. Mr. McGraw responded that it varies by location. Councilmember Urban then highlighted the change in tax revenue with the PILOT funding model from over \$1 million to approximately \$27,000. He expressed concern about the difference. Mr. McGraw explained the requirements for live/work units and the combined assessing and zoning permissions for PILOT use being only on residential types. CDO Dame highlighted the caveat as to whether the developer was able to get the model approved. He further noted that the city's zoning code permitted both live/work models on the same level, as well as above. Mr. McGraw elaborated on the descriptive table for the different types of units.

City Manager McGinnis asked for clarification regarding the developer's property manager. Mr. McGraw confirmed it was Medallion Management and the specific manager's experience with mixed-income developments in Portage.

Councilmember Burns asked for clarification that the property manager would reside on-site, to which the developer confirmed. Councilmember Burns then asked for clarification on the final action for the next Council meeting, which was confirmed. Councilmember Urban asked for confirmation that the proposal could not change between the meetings. The City Attorney confirmed. The developer confirmed the plan as it was currently stated would be for the entire 180 units for application to the state for approval. Councilmember Urban confirmed that, of his various concerns with the revised project, he understood the need in the city for this type of housing and it was no different than other models in the city currently. Councilmember Urban asked the developer why the request was for only 1 percent. Mr. McGraw presented the financial information for the project to explain.

Councilmember Young encouraged Mr. McGraw and his firm to consider 3-bedroom models going forward to better serve families. She then closed with a reminder to citizens that living in affordable housing does not make anyone valued less and all citizens deserve to be served.

Councilmember Burns asked Mr. McGraw regarding the developer's funding and investment in the project. Mr. McGraw responded. Councilmember Burns then noted the complicated state funding approval process. Mayor Randall echoed Councilmember Urban in the complicated nature and troubled development history, stating she was encouraged by this development for this location. She encouraged the marketing to focus on "workforce housing" as opposed to "affordable housing," citing statistics from recent research. She then referenced the countywide housing millage approved in 2020 and hoped to see the project be able to utilize that funding.

Councilmember Urban inquired about the quoted \$40,000 funding to which Mr. McGraw explained that aspect of funding would be part of the later project development.

Motion by Burns, seconded by Young, to accept for first reading an ordinance amendment to grant River Caddis Communities a tax exemption and establish a Payment in Lieu of Taxes for Portage Caddis, a Proposed 180-unit multiple-family residential development to be constructed at 412 W. Centre Ave., being Parcel Number 00016-740-E, and 7860 Shaver Road, being Parcel Number 06451-

001-O, in the City of Portage and take final action on December 5, 2023. Upon a roll call vote, motion carried 7 to 0.

Purchase of 10 additional ALPR Flock Safety Cameras: Mayor Pro Tem Pearson explained that he removed the item from the Consent Agenda in order for the City Administration to provide clarification regarding the proposal. City Manager McGinnis explained the Flock system's current use by the city, as well as several other jurisdictions in the area currently utilizing the system. Public Safety Director Nick Arnold relayed that Flock Safety had been in use by the city for the past year. He confirmed that Flock Safety only takes pictures of license plates on moving cars on public streets and captures no other information or driver demographics. Chief Arnold relayed several successful instances of the use of the Flock system over the prior year in deterring crime.

Councilmember Burns asked about a policy regarding information access for the Flock system, noting citizen concerns regarding potential misuse. Chief Arnold relayed that the Public Safety Department was currently updating its administrative policy. He deferred to the vendor representative regarding the system's transparency module, and checks and balances installed in the system. Councilmember Burns then asked about the data capture methods. The company representative responded that it is mostly focused on the license information, but could also glean car type, color, and model. Councilmember Burns then asked about the retention schedule. Chief Arnold responded that it was 30 days unless a particular record was flagged for legal matters.

Councilmember Ledbetter asked if the system would communicate with the Secretary of State about stolen or suspected vehicles. The vendor representative responded that the system could communicate with the National Crime Information Center (NCIC) but it would otherwise be a manual entry.

Councilmember Urban noted the prior introduction of computers into patrol cars and the security protocols and policies utilized by the city.

Councilmember Young asked about instances of reported crimes on vehicles without plates and for crimes possibly discovered during the use of the system. The vendor rep responded that all vehicles were pictured. Chief Arnold confirmed that case pursuance still required the work of officers.

Councilmember Ledbetter asked about usage levels and any issues. Chief Arnold responded that all patrol officers had access and detectives but most others did not. He also did not have any issues to report.

Mayor Randall asked whether this was the same system as an "iPass" or similar automated types. The vendor representative confirmed that the systems operated separately.

Motion by Pearson, seconded by Burns, to approve a one-year contract with Flock Safety for the provision of a network of Automatic License Plate Readers in the amount of \$82,500, with the option of four one-year renewals, and authorize the City Manager to execute all documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Burns provided an update regarding the Central County Transportation Authority. Motion by Ledbetter, seconded by Burns, to receive the Council Committee Reports as provided. Upon a voice vote, motion carried 7 to 0.

NEW BUSINESS:

"I Love Portage" Essay Contest - Council Volunteers: Mayor Randall explained the history of the contest and the City Council review procedure. Mayor Randall asked for volunteers from the City Council. Councilmembers Miller, Ledbetter, and Urban volunteered.

STATEMENTS OF CITIZENS: None.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Young thanked Councilmembers Knapp and Quinn for their service to the city. She then thanked the citizens of Portage for electing her as the first Black female Councilmember and promised to continue the level of work promised during her campaign.

Councilmember Burns welcomed new Councilmembers Miller and Young, promising that not all meetings would be as long. He also thanked the citizens for re-electing him, as well as those who assisted his campaign.

Councilmember Urban welcomed the new Councilmembers and noted the heavy business of the first meeting for them. He looked forward to future meetings and topics.

Councilmember Ledbetter noted the national news regarding the U.S. Army overturning the century-old convictions of 110 Black soldiers and providing them with Honorable Discharges. He encouraged everyone to think more in-depth regarding the upcoming Thanksgiving holiday. He closed by welcoming the new Councilmembers.

Councilmember Miller thanked the citizens for electing her, as well as turning out for the election. She thanked the election officials for coordinating the election. She then thanked her mother and husband for their support during her campaign. She stated she looked forward to representing the citizens of Portage.

City Manager McGinnis relayed the background behind Councilmember Knapp's parting city flag gift and recognized Councilmember Quinn. He commended the exceptional effort from both the Council and staff for the research and background information gathered for the current agenda.

Mayor Pro Tem Pearson thanked his wife for allowing him to run again and thanked the citizens for re-electing him. He also welcomed the new Councilmembers and thanked the Council for selecting him as Mayor Pro Tem.

Mayor Randall expressed appreciation for the democratic process and the support of her family and friends during the campaign. She then thanked the voters for re-electing the incumbent members of the Council, retaining institutional knowledge and continuity for the city. Mayor Randall welcomed the new Councilmembers. Mayor Randall then advised of the upcoming City Council Goal Setting Session. She closed by wishing everyone a safe and happy Thanksgiving holiday.

ADJOURNMENT: Mayor Randall adjourned the meeting at 10:20 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 December 5, 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 and electronic payments. The attached Accounts Payable Register covers the period November 5, 2023, through November 25, 2023, and notes \$1,743,137.59 in automated clearing house payments, \$976,891.00 in paper checks, \$152,272.57 in auto-pay payments and \$2,361,683.09 in electronic payments for a grand total of \$5,233,984.25.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of December 5, 2023

ACCOUNTS PAYABLE REGISTER
Check Dates From: 11/05/2023 to 11/25/2023

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Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
11/10/2023	20431(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES - MULT LOCS	103,372.95
11/10/2023	20432(A)	ADP, INC.	ADP PAYROLL & ETIME SERVICES	4,884.36
11/10/2023	20433(A)	ALRO STEEL CORPORATION	REPAIR & MAINT SUPPLIES	322.00
11/10/2023	20434(A)	AMAZON.COM SALES, INC.	FLUKE KIT REPL-TS;TRAIL CAMERAS-PD;BLDG SUP-FF	5,392.20
11/10/2023	20435(A)	VOID		0.00
11/10/2023	20436(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,350.00
11/10/2023	20437(A)	AXON ENTERPRISES, INC.	TASER HOLSTERS	273.75
11/10/2023	20438(A)	BATTERIES PLUS	FIRE SUPPLIES	191.76
11/10/2023	20439(A)	BAUCKHAM, THALL, SEEBER, KAUFMAN	ATTORNEY FEES NOV 2023	19,750.32
11/10/2023	20440(A)	C M P DISTRIBUTORS, INC.	MISC POLICE SUPPLIES	318.75
11/10/2023	20441(A)	CARDINAL BUS, INC.	TRIP VENDOR PAYMENT 231025	1,560.00
11/10/2023	20442(A)	CARLETON EQUIPMENT CO.	TINK HOLDER CLAW BUCKETS, RENTAL LOADERS	59,713.69
11/10/2023	20443(A)	CHARTER COMMUNICATIONS	CABLE TV	358.79
11/10/2023	20444(A)	CLEAN EARTH ENVIRONMENTAL SERV	QUINCY AVE SANITARY SEWER	8,610.83
11/10/2023	20445(A)	CLEAN HARBORS ENVIRONMENTAL SERVICE	BLOCK STATION MAINTENANCE	4,416.50
11/10/2023	20446(A)	CORMIER, STEVEN PAUL	SELF DEFENSE INSTRUCTION-PZSC	650.00
11/10/2023	20447(A)	COX, ELISA ROSE	FITNESS INSTRUCTION	330.00
11/10/2023	20448(A)	CROWN TROPHY	PRECINCT & WALL PLAQUES	1,044.00
11/10/2023	20449(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	230.38
11/10/2023	20450(A)	EARLE, SHELIA L	FITNESS INSTRUCTION	527.50
11/10/2023	20451(A)	EKLOV, ERICA	ELECTION DAY STAFF LUNCH	423.59
11/10/2023	20452(A)	ENGINEERED PROTECTION SYSTEMS, INC.	BADGE ACCESS CHARGES	118.45
11/10/2023	20453(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	LEAF CHUTES	1,494.00
11/10/2023	20454(A)	GARLOW, BARBARA	RETIREE COFFEE REFRESHMENTS	46.09
11/10/2023	20455(A)	GLOBAL EQUIPMENT CO., INC.	PARTITION PANELS FOR EXHIBITIONS	1,568.95
11/10/2023	20456(A)	GOLF CARS +	STARTER GENERATOR	368.00
11/10/2023	20457(A)	GRAINGER INC	LEAF COLLECTION SUPPLIES	820.58
11/10/2023	20458(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	216.00
11/10/2023	20459(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	11,474.99
11/10/2023	20460(A)	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - MASTER PLAN	4,912.50
11/10/2023	20461(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL SUPPLIES	3,641.84
11/10/2023	20462(A)	INSIGHT PUBLIC SECTOR, INC.	WASABI RENEWAL, TPM MODULES	12,472.21
11/10/2023	20463(A)	J & H OIL COMPANY	BULK FUEL DELIVERY	27,203.30

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11/10/2023	20464(A)	J & J LAWN SERVICE, INC.	WEED CONTROL SERVICES	570.00
11/10/2023	20465(A)	KLOSE, REBECCA ANN	RETIREE PHOTO SESSION & FRAMED PRINT	175.00
11/10/2023	20466(A)	KURZAVA, MATTHEW STEPHEN	FITNESS INSTRUCTION	970.00
11/10/2023	20467(A)	LRE	ENGINEERING SERVICES-HAMPTON CREEK BOG	6,865.00
11/10/2023	20468(A)	MAIL MANAGEMENT, INC.	MAILING MACHINE SUPPLIES	59.62
11/10/2023	20469(A)	MENARDS	RAIN GEAR	259.84
11/10/2023	20470(A)	MOTOR PARTS AND EQUIPMENT CORP	EQUIPMENT REPAIR/MAINT SUPPLIES	2,566.57
11/10/2023	20471(A)	NYE UNIFORMS	FIRE UNIFORMS	496.28
11/10/2023	20472(A)	O'BOYLE-COLWELL-BLALOCK & AS.	LAKEVIEW PARK PHASE 1 A&E SERVICES	25,876.50
11/10/2023	20473(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SERVICES	10,731.59
11/10/2023	20474(A)	PECKELS, CHRISTINE	FITNESS INSTRUCTION	320.00
11/10/2023	20475(A)	PETERS CONSTRUCTION CO.	CATCH BASIN RPR, STORM DRAIN RPR	7,839.43
11/10/2023	20476(A)	PHILLIPS, KIMBERLY	MICH ASSOC OF SR CENTERS CONFERENCE MT P	227.00
11/10/2023	20477(A)	PLASKO, PATRICIA MARIE	FITNESS INSTRUCTION	390.00
11/10/2023	20478(A)	PORTAGE COMMUNITY CENTER	FY 23 -24 HUMAN SERVICES BOARD	21,750.00
11/10/2023	20479(A)	POWERDMS, INC.	POWER FTO SUBSCRIPTION	1,645.20
11/10/2023	20480(A)	PREMIER TRUCK SALES & RENTAL, INC.	PACKER TRUCKS RENTALS	110,400.00
11/10/2023	20481(A)	PRINTING SERVICES INC	PRINTING SERVICES	360.00
11/10/2023	20482(A)	QUADRANT II MARKETING, LLC	NOV & DEC NEWSLETTERS - PZSC	2,571.00
11/10/2023	20483(A)	R W LAPINE INC.	HVAC ON-CALL SERVICES	619.36
11/10/2023	20484(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES	1,601.63
11/10/2023	20485(A)	ROAD EQUIPMENT PARTS CENTER	BINDER CHAINS FOR CHUTES	1,077.40
11/10/2023	20486(A)	SPC SPECIALTY PRODUCTS, LLC	BUCKET PATCH MATERIAL	3,844.00
11/10/2023	20487(A)	STOUT, MELISSA JOY	FITNESS INSTRUCTION	290.00
11/10/2023	20488(A)	TMK WORLDWIDE, LLC	METER SERVICE	150.52
11/10/2023	20489(A)	VANPORTFLIET, DEREK	PER DIEM-TASER INSTRUCTOR RECERTIFICATION	96.00
11/10/2023	20490(A)	VEOLIA WATER CONTRACT OPERATIONS	WATER SYS CHEM, WATER METERS, MCAP RECON	83,421.94
11/10/2023	20491(A)	WAYNE COUNTY APPRAISAL LLC	ASSESSING SERVICES	39,349.25
11/10/2023	20492(A)	WENTWORTH, JORDAN	PER DIEM-AXON TASER INSTRUCTOR RECERT	96.00
11/10/2023	20493(A)	WEST MICHIGAN INT'L LLC	REPAIR & MAINT SUPPLIES	279.58
11/10/2023	20494(A)	WIGHTMAN	BIENNIAL BRIDGE INSPECTIONS	3,300.00
11/17/2023	20495(A)	BEGEMAN, CRAIG	REIMB-UPDATED CRIMINAL LAW & PROC MANUAL	60.82
11/17/2023	20496(A)	HALLBERG, JONATHON	PER DIEM, REIMB REG-ECONOMIC DEV STRAT CONF	179.25
11/22/2023	20497(A)	A NEW LEAF	CITY HALL PLANT CARE	108.00

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11/22/2023	20498(A)	ADP, INC.	ADP WORKFORCE NOW SERVICES	6,723.60
11/22/2023	20499(A)	AIRGAS USA LLC	WELDING SUPPLIES	104.16
11/22/2023	20500(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	8,283.24
11/22/2023	20501(A)	ALL-TRONICS, INC.	FIRE ALARM MONITORING	81.00
11/22/2023	20502(A)	ALLEN, LEVI	PER DIEM-PPCT DEFENSIVE TACTICS INSTRUCTOR	352.00
11/22/2023	20503(A)	AMAZON.COM SALES, INC.	TRAINING SUP-FD; MISC SUP-TS; REP & MAINT-FF	6,367.45
11/22/2023	20504(A)	VOID		0.00
11/22/2023	20505(A)	AMERICAN SAFETY & FIRST AID	FIRST AID SERVICES	120.76
11/22/2023	20506(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,647.00
11/22/2023	20507(A)	AUNALYTICS INC	MONTHLY DISASTER RECOVERY SERVICES	1,572.00
11/22/2023	20508(A)	B S & A SOFTWARE	BS&A RENEWAL	72,417.00
11/22/2023	20509(A)	BAREITHER, CHAD	STRATEGIC PLANNING	3,683.33
11/22/2023	20510(A)	BATTERIES PLUS	FIRE SUPPLIES	38.94
11/22/2023	20511(A)	BEL-AIRE HEATING & AIR CONDITI	KAL CO. - REPLACE AIR CONDITIONER	4,125.00
11/22/2023	20512(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM	65,138.46
11/22/2023	20513(A)	BLUE CARE NETWORK-GREAT LAKES	HEALTH INSURANCE	171,393.93
11/22/2023	20514(A)	BOGARD, SCOTT T	PER DIEM-PPCT DEFENSE TACTICS INSTRUCTOR	352.00
11/22/2023	20515(A)	CAPITAL ADVANTAGE FUNDING LLC	CAL 5922 BUYOUT ALL EQUIP, COPIER LEASE FEE	13,193.15
11/22/2023	20516(A)	CARLETON EQUIPMENT CO.	VEH REPAIRS	3,188.02
11/22/2023	20517(A)	CHARTER COMMUNICATIONS	CABLE TV	563.27
11/22/2023	20518(A)	CLEAN EARTH ENVIRONMENTAL SERV	BI-ANNUAL CLEANOUT GREASE TRAPS	1,691.50
11/22/2023	20519(A)	COLTER, KEVIN	KAL CO. FURNACE REPLACEMENT	4,670.00
11/22/2023	20520(A)	CONSOLIDATED ELECTRICAL DIST INC	REPAIR/MAINTENANCE SUPPLIES	151.42
11/22/2023	20521(A)	CONTINENTAL LINEN SERVICES	EVENT LINENS AND SUPPLIES	291.08
11/22/2023	20522(A)	COX, ELISA ROSE	FITNESS INSTRUCTION	120.00
11/22/2023	20523(A)	CROWN TROPHY	NAME PLATES TAGS	19.56
11/22/2023	20524(A)	CUTSHAW, JESSICA LYNN	PER DIEM-PPCT DEFENSE TACTICS INSTRUCTOR	352.00
11/22/2023	20525(A)	DEER CONTRACTING & LANDSCAPE	RETENTION BASIN & LIFT STATION MAINT	4,850.00
11/22/2023	20526(A)	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE	19,269.72
11/22/2023	20527(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	119.68
11/22/2023	20528(A)	EARLE, SHELIA L	FITNESS CLASSES	230.00
11/22/2023	20529(A)	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PAYMENT 231127 LANCASTER	1,699.00
11/22/2023	20530(A)	ENGINEERED PROTECTION SYSTEMS, INC.	QTLY EPS SERVICES, ALARM MONITORING	21,183.41
11/22/2023	20531(A)	ENTENMANN-ROVIN CO.	MISC BADGES	2,738.50

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11/22/2023	20532(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	PARTS/MAINTENANCE	699.68
11/22/2023	20533(A)	ETNA SUPPLY, INC.	BUILDING REPAIRS/SUPPLIES	450.76
11/22/2023	20534(A)	FERRELLGAS, LP	GENERATOR RENTAL	49.00
11/22/2023	20535(A)	FISHER, LACEY	REIMB BUILDING SUPPLIES FOR CRIME LAB	40.22
11/22/2023	20536(A)	FOREMOST SALES COMPANY LLC	PARK FACILITY CLEANING	6,570.00
11/22/2023	20537(A)	GARRISON, AUSTIN	PER DIEM-PPCT DEFENSIVE TACTICS INSTRUCTOR	352.00
11/22/2023	20538(A)	GLOBAL EQUIPMENT CO., INC.	PARTITION FOR MULTIPURPOSE ROOM	548.50
11/22/2023	20539(A)	GORDON WATER SYSTEMS	WATER SERVICES	566.21
11/22/2023	20540(A)	GRAINGER INC	SHOP SUPPLIES	87.54
11/22/2023	20541(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	233.00
11/22/2023	20542(A)	HOFFMAN BROTHERS, INC.	LOCAL STREETS RECONSTRUCTION	290,882.79
11/22/2023	20543(A)	HOLCOMB, JOSHUA BARBER	MUSIC INSTRUCTION	540.00
11/22/2023	20544(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL SUPPLIES	61.80
11/22/2023	20545(A)	INSIGHT PUBLIC SECTOR, INC.	MS WINDOWS 11 PRO LICENSES	8,059.62
11/22/2023	20546(A)	IRISH AYRES ENTERPRISES, LLC	LANDSCAPE BED MAINT, MOWING SVCS	14,983.44
11/22/2023	20547(A)	J & H OIL COMPANY	FUEL PURCHASES	426.98
11/22/2023	20548(A)	J & J LAWN SERVICE, INC.	UTILITY MOWING & TRIMMING	10,461.53
11/22/2023	20549(A)	JB PRINTING	PZSC NEWSLETTERS, NOV PORTAGER, BROCHURE	8,901.42
11/22/2023	20550(A)	KUSHNER & COMPANY, INC.	COBRA & FSA ADMINISTRATION	270.16
11/22/2023	20551(A)	LAWSON PRODUCTS, INC	REPAIR & MAINT SUPPLIES	2,585.99
11/22/2023	20552(A)	LOWE'S HOME CENTER	REPAIR/ MAINT SUPPLIES	272.16
11/22/2023	20553(A)	MARTIN, MATTHEW	PER DIEM-DRUG RECOGNITION EXPERT	404.00
11/22/2023	20554(A)	MCGINNIS, PATRICK	REIMB EXPS FOR MML CONFERENCE	421.35
11/22/2023	20555(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	159.56
11/22/2023	20556(A)	MENARDS	BUILDING MAINT SUPPLIES	40.23
11/22/2023	20557(A)	METRONET HOLDINGS LLC	MONTHLY INTERNET FIBER SERVICES	4,407.22
11/22/2023	20558(A)	MOTOR PARTS AND EQUIPMENT CORP	EQUIP REPAIR/MAINT SUPPLIES	2,664.89
11/22/2023	20559(A)	NAPIER, PEGGY	REIMBURSEMENT - HOLIDAY DECORATIONS	271.25
11/22/2023	20560(A)	NOTT, SARAH	ART INSTRUCTION	150.00
11/22/2023	20561(A)	NYE UNIFORMS	MISC UNIFORMS	3,833.73
11/22/2023	20562(A)	OFF THE CUFF CATERING	CATERING FALL HARVEST, CITY COUNCIL RECEPTION	788.75
11/22/2023	20563(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES	1,444.24
11/22/2023	20564(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SERVICES	24,708.21
11/22/2023	20565(A)	PARIS CLEANERS	LAUNDRY SERVICES	896.91

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11/22/2023	20566(A)	PETERS CONSTRUCTION CO.	STORM DRAINAGE IMPRV, NEW CHEM INJECT VAULT	87,002.50
11/22/2023	20567(A)	PHILLIPS, KIMBERLY	REIMBURSE FOR EXPENSES	156.32
11/22/2023	20568(A)	PLASKO, PATRICIA MARIE	FITNESS INSTRUCTION	390.00
11/22/2023	20569(A)	PRECISION PRINTER SERVICES INC	PRINTER SUPPORT SERVICES	1,255.83
11/22/2023	20570(A)	PREIN & NEWHOF	PFAS SAMPLING	350.00
11/22/2023	20571(A)	PRINTING SERVICES INC	PRINTING SERVICES	171.75
11/22/2023	20572(A)	R W LAPINE INC.	WATER FOUNTAIN INSTALL	1,806.00
11/22/2023	20573(A)	ROAD EQUIPMENT PARTS CENTER	PARTS & MAINTENANCE SUPPLIES	2,228.00
11/22/2023	20574(A)	ROBERT LAMSON, LLC	POST-COE PSYCH EVAL	1,485.00
11/22/2023	20575(A)	ROSE, SANDRA K.	FITNESS INSTRUCTION CARDIO DRUMMING	100.00
11/22/2023	20576(A)	S B F ENTERPRISES, INC.	PRINTING & PROCESSING QTLY WATER/SEWER BILLS	607.68
11/22/2023	20577(A)	SEVERANCE ELECTRIC COMPANY, INC	TRAFFIC SIGNAL MAINTENANCE	4,836.67
11/22/2023	20578(A)	SHINY BRITE WASHING SYSTEMS LLC	CAR WASHES	24.00
11/22/2023	20579(A)	SIMPLIFILE LLC	DEED/EASEMENT/AGREEMENT RECORDING	830.50
11/22/2023	20580(A)	SMITH DAWSON & ANDREWS, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
11/22/2023	20581(A)	STOUT, MELISSA JOY	FITNESS INSTRUCTION	280.00
11/22/2023	20582(A)	TMK WORLDWIDE, LLC	METER SERVICE	802.25
11/22/2023	20583(A)	TRUCK & TRAILER SPECIALTIES	VEH REPAIR & MAINT	4,025.69
11/22/2023	20584(A)	TYLER TECHNOLOGIES, INC.	FIRE TECHNOLOGY	3,371.00
11/22/2023	20585(A)	UNIFIRST CORPORATION	HALLWAY CARPET RENTAL	163.09
11/22/2023	20586(A)	VEOLIA WATER CONTRACT OPERATIONS	UTILITY SYSTEM OPERATION	204,969.84
11/22/2023	20587(A)	VIRIDIS DESIGN GROUP	A&E EAST CENTRAL TRAIL	5,050.00
11/22/2023	20588(A)	WEST MICHIGAN INT'L LLC	REPAIR & MAINT SUPPLIES	2,617.84
11/22/2023	20589(A)	WEST MICHIGAN STAMP & SEAL, INC	BADGES AND NAME PLATES	49.00
11/22/2023	20590(A)	WIGHTMAN	BIENNIAL BRIDGE INSPECTION	2,425.00
11/22/2023	20591(A)	WOLVERINE POWER SYSTEMS	REPLACE BLOCK & CROSS-BAR IN TRANSFER	2,390.49
11/22/2023	20592(A)	XEROX CORPORATION	XEROX COPIER FEES	180.76
Total ACH				1,743,137.59

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11/10/2023	325676	6405 SW, LLC	BD PAYMENT REFUND	1,250.00
11/10/2023	325677	A BETTER WAY TREE CARE LLC	TREE REMOVAL	1,000.00
11/10/2023	325678	ADP SCREENING & SELECTION SERVICES	SCREENING & SELECTION SVCS	107.97
11/10/2023	325679	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	1,569.00

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11/10/2023	325680	ALTA EQUIPMENT CO.	REPAIR & MAINTENANCE	464.86
11/10/2023	325681	AMERICAN HEART ASSOCIATION	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/10/2023	325682	AMERICAN OFFICE SOLUTIONS	FORMAX FD 87 PLASTIC SHEDDER	4,496.00
11/10/2023	325683	ARMBRUSTER, LAURA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/10/2023	325684	ARTWEAR APPAREL GRAPHICS, INC.	WORK AND POLO SHIRTS	696.00
11/10/2023	325685	ASCENSION BORGESS HOSPITAL	POST-COE DOT PHYSICAL	346.00
11/10/2023	325686	AUTO TRIM	FIRE APPARATUS MAINT	441.00
11/10/2023	325687	BARNARD BUILDING & CONSTRUCTION LLC	ASBESTOS ABATEMENT	4,950.00
11/10/2023	325688	BAUER, BRIAN	RAMONA SOFTBALL DEPOSIT & FEES REFUND	130.00
11/10/2023	325689	BAY AREA TOUCHLESS CARWASH LLC	CAR WASHES	222.00
11/10/2023	325690	BECKER ARENA PRODUCTS, INC.	ICE POWDER PAINT	1,204.00
11/10/2023	325691	BELLE TIRE	OVERPAYMENT FOR MISC RECEIVABLES INVOICE	50.00
11/10/2023	325692	BRANDEL, KATHRYN	STEP UP KIDS RUN CLUB FALL SESSION	505.60
11/10/2023	325693	BRIGMAN, MICHELLE	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/10/2023	325694	BULLEY, DANIEL	RAMONA SOCCER RENTAL REFUND	60.00
11/10/2023	325695	CASTLE, EMILY	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/10/2023	325696	CHAPMAN, CORY	LAKEVIEW VOLLEYBALL DEPOSIT REFUND	100.00
11/10/2023	325697	CINTAS CORPORATION NO. 2	UNIFORM CHARGES	238.48
11/10/2023	325698	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	525,275.60
11/10/2023	325699	CLEAR, SHERI	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/10/2023	325700	CONSUMERS ENERGY	BD BOND REFUND	700.00
11/10/2023	325701	CT ELECTRICAL SERVICES, INC.	TOWER GEN TRANSFER SWITCH, ELEC SVCS	4,405.00
11/10/2023	325702	CUNNINGHAM, DANIEL R	CULINARY CLASS INSTRUCTION & SUPPLIES	270.32
11/10/2023	325703	D L GALLIVAN INC.	COPY MACHINE USAGE CHARGES	135.55
11/10/2023	325704	DEIBOLD, ADAM ELISABETH J	BD PAYMENT REFUND	225.00
11/10/2023	325705	DELTA COLLEGE	ABANDONED VEHICLE LAW UPDATE TRAINING	135.00
11/10/2023	325706	DEVON TITLE AGENCY	TITLE SEARCHES - PORTAGE ROAD	2,293.00
11/10/2023	325707	DTN, LLC	WEATHER SERVICES	1,116.00
11/10/2023	325708	ELHENICKY, ROBERT	REFUND CEMETERY PLOT	950.00
11/10/2023	325709	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	1,126.16
11/10/2023	325710	EVENT PRODUCTION SERVICES OF MI LLC	MOVIES IN THE PARK RENTAL	1,550.00
11/10/2023	325711	FASTENAL CO.	REPAIR SUPPLIES	57.42
11/10/2023	325712	FAWLEY OVERHEAD DOOR, INC.	OVERHEAD DOOR REPAIRS	658.00
11/10/2023	325713	FBI-LEEDA	FBI-LEEDA EXECUTIVE LEADERSHIP CONFERENCE	795.00

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11/10/2023	325714	FENDING, DAVID	2023 SUMMER TAX REFUND DUE PRE CHANGE	891.55
11/10/2023	325715	FIBERS OF KALAMAZOO INC	SNOW/ICE MELTER	1,411.20
11/10/2023	325716	FISH WINDOW CLEANING	WINDOW CLEANING SERVICES	1,000.00
11/10/2023	325717	FLETCHER ENTERPRISES	GRAFFITI REMOVAL	425.00
11/10/2023	325718	FORMULA K EQUIPMENT LLC	HURRICANE BLOWER REPAIR PARTS	124.32
11/10/2023	325719	GALLS PARENT HOLDINGS, LLC	RANGER UNIFORMS	121.93
11/10/2023	325720	GENZINK APPRAISAL COMPANY	APPRAISAL & MARKET STUDY - PORTAGE ROAD	7,800.00
11/10/2023	325721	GORDON FOOD SERVICE	EVENT & OPERATING SUPPLIES	283.12
11/10/2023	325722	HALLAHAN & ASSOCIATES, P.C.	ASSESSING LEGAL SERVICES	800.43
11/10/2023	325723	HANSEN BUILDING AND DESIGN COR	BD PAYMENT REFUND	345.00
11/10/2023	325724	HART, CAYLA	SCHRIER PARK DEPOSIT REFUND	150.00
11/10/2023	325725	HIGGS, SUE	TRIP REFUND 231127 LANCASTER	50.00
11/10/2023	325726	HOEKSTRA ROOFING CO.	ROOFING REPAIRS	791.08
11/10/2023	325727	HOME DEPOT	REPAIR & MAINT SUPPLIES	1,853.47
11/10/2023	325728	VOID		0.00
11/10/2023	325729	VOID		0.00
11/10/2023	325730	HOOLEY, DEREK	JOY JOURNEY PETTING FARM	850.00
11/10/2023	325731	HORN, JESSICA	HAYLOFT THEATRE DEPOSIT REFUND	150.00
11/10/2023	325732	HOUSING RESOURCES, INC.	OCTOBER RENTAL ASSISTANCE	799.00
11/10/2023	325733	ID NETWORKS, INC.	FINGERPRINT MACHINE MAINT	4,214.00
11/10/2023	325734	J & J LOCKSMITHS	P KEY LOCKS	198.00
11/10/2023	325735	JULIEN, WAYNE F.	ACTION GEAR SERVICES	144.00
11/10/2023	325736	KALAMAZOO CORNHOLE, LLC	CORNHOLE LEAGUE PAYMENT	560.00
11/10/2023	325737	KALAMAZOO COUNTY HEALTH & COMMUNITY	HOUSEHOLD HAZARDOUS WASTE PROGRAM	38.67
11/10/2023	325738	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES OCTOBER 2023 MOBILE HOME TX	827.50
11/10/2023	325739	KALAMAZOO FIRST ASSEMBLY OF GOD	PRECINCT RENTAL FOR 11/07/2023 ELECTION	200.00
11/10/2023	325740	KALAMAZOO FLAG COMPANY, LLC	CITY OF PORTAGE FLAGS	800.00
11/10/2023	325741	KALAMAZOO LANDSCAPE SUPPLIES	RESTORATION SUPPLIES FOR CEMETERIES	614.00
11/10/2023	325742	KEENAN, STEPHANIE	RAMONA SOCCER RENTAL FEES REFUND	60.00
11/10/2023	325743	KENT COMMUNICATIONS INC.	ELECTION MATERIALS	790.00
11/10/2023	325744	KENT COUNTY DPW	WASTE DISPOSAL RED MED/DRUG	90.00
11/10/2023	325745	KIEL, ZACK	RAMONA FOOTBALL DEPOSIT REFUND	100.00
11/10/2023	325746	KIESLER POLICE SUPPLY	SIMUNUTION SUPPLIES	4,955.41
11/10/2023	325747	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER SERVICES	3,251.23

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11/10/2023	325748	KSS ENTERPRISES	JANITORIAL SUPPLIES/PAPER PROD	149.04
11/10/2023	325749	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR & MAINT	19.50
11/10/2023	325750	LANGUAGE LINE, INC	LANGUAGE SERVICES	96.25
11/10/2023	325751	LEADS ONLINE LLC	TOTAL TRACK INVEST PKG RENEWAL	5,277.00
11/10/2023	325752	LEE, BARBARA	TRIP REFUND 240417 ALL THINGS AMISH	130.00
11/10/2023	325753	LERETA LLC	2023 SUMMER TAX REFUND DUE PRE CHANGE	11,428.65
11/10/2023	325754	LEXISNEXIS RISK DATA MANAGEMENT INC	MONTHLY ACCURINT	150.00
11/10/2023	325755	LILLIS, JESSIE	BANDSHELL DEPOSIT REFUND	150.00
11/10/2023	325756	LITTELL, KATELYNN M.	2023 SUMMER TAX REFUND DUE PRE CHANGE	884.09
11/10/2023	325757	LOL PROPERTIES, LLC	BD PAYMENT REFUND	345.00
11/10/2023	325758	LORD OF LIFE LUTHERAN CHURCH	PRECINCT RENTAL FOR 11/07/2023 ELECTION	200.00
11/10/2023	325759	M & K QUALITY TRUCK SALES	TIRE PRESSURE SENSORS - PLOWS	3,651.24
11/10/2023	325760	MACALLISTER MACHINERY CO., INC.	SALT DOZER RENTAL	2,864.00
11/10/2023	325761	MCCARTY, MIA	BANDSHELL DEPOSIT REFUND	150.00
11/10/2023	325762	MCKENNA ASSOCIATES INC.	LAKE CENTER DISTRICT REZONING PROJECT	1,520.00
11/10/2023	325763	MCKEOWN, DAVID	SCHRIER BUILDING DEPOSIT REFUND	150.00
11/10/2023	325764	MENARDS	BUILDING REPAIR & MAINT SUP	19.79
11/10/2023	325765	MI ASSOC. OF CHIEFS OF POLICE	MACP MEMBERSHIP	200.00
11/10/2023	325766	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINT	3,511.87
11/10/2023	325767	MICHIGAN ASSOC OF MUNICIPAL CLERKS	ANNUAL MEMBERSHIP	75.00
11/10/2023	325768	MID-AMERICA APPRAISAL CO.	PROPERTY APPRAISAL	760.00
11/10/2023	325769	MOORLAG, JOSIE LIN	YOGA 4 LIFE PAYMENT OCTOBER 2023	849.60
11/10/2023	325770	MORROW, AMANDA	SCHRIER PARK DEPOSIT REFUND	150.00
11/10/2023	325771	NATIONAL FIRE PROTECTION ASSOC	FIRE TRAINING	360.00
11/10/2023	325772	NOREGON SYSTEMS LLC	JPRO CERTIFICATION & EXTENDED WARRANTY	818.98
11/10/2023	325773	O'REILLY AUTO PARTS	FIRE APPARATUS MAINT	95.94
11/10/2023	325774	OFFICE DEPOT, INC.	OFFICE SUPPLIES	1,556.66
11/10/2023	325775	VOID		0.00
11/10/2023	325776	PANASONIC CONNECT NORTH AMERICA PRO	MISC BODY CAM PARTS & SERVICE	597.47
11/10/2023	325777	PATHFINDER CHURCH	PRECINCT RENTAL FOR 11/07/2023 ELECTION	100.00
11/10/2023	325778	PAW PAW VETERINARY CLINIC, P.C.	K9 VETERINARY APPT	121.00
11/10/2023	325779	PEAKE, JENNIFER	STUART MANOR DEPOSIT REFUND	150.00
11/10/2023	325780	PETERMAN CONCRETE CO.	CONCRETE SHOP BINS	600.00
11/10/2023	325781	PETTY CASH-JANET GATES	REPLENISHMENT CHECK	1,220.10

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11/10/2023	325782	PETTY CASH-KIM STEWART	REPLENISHMENT CHECK	94.21
11/10/2023	325783	PETTY CASH-PAULA GUSTAFSON	REPLENISHMENT CHECK	337.22
11/10/2023	325784	PINNACLE CONSTRUCTION	BD BOND REFUND	5,666.00
11/10/2023	325785	PORTAGE CHAPEL HILL UMC	PRECINCT RENTAL FOR 11/07/2023 ELECTION	200.00
11/10/2023	325786	PRAIRIE EDGE CHRISTIAN REFORMED CHU	PRECINCT RENTAL FOR 11/07/2023 ELECTION	200.00
11/10/2023	325787	PRAK, KIM	STUART MANOR RENTAL FEES REFUND	90.00
11/10/2023	325788	PRINCE OF PEACE LUTHERAN CHURCH	PRECINCT RENTAL FOR 11/07/2023 ELECTION	100.00
11/10/2023	325789	PRUDENTIAL NURSERY	FALL TREE PLANTING	4,200.00
11/10/2023	325790	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	1,542.55
11/10/2023	325791	RATHCO SAFETY SUPPLY, INC.	SIGN REPAIR/REPLACEMENT	2,139.66
11/10/2023	325792	REED, CALYSTA	LAKEVIEW SOFTBALL DEPOSIT & FEES REFUND	235.00
11/10/2023	325793	RENEWED EARTH, INC.	LEAF AND BRUSH DISPOSAL	8,166.66
11/10/2023	325794	ROGERS PRINTING INC.	ADVERTISEMENT IN BEST OF CARE CATALOG	1,690.00
11/10/2023	325795	ROLLER, TROY	RAMONA SOFTBALL DEPOSIT/FEE REFUND	205.00
11/10/2023	325796	ROSE, SANDRA K.	FITNESS INSTRUCTION	200.00
11/10/2023	325797	SEELYE AUTO GROUP	BD BOND REFUND	9,630.00
11/10/2023	325798	SHAMBAUGH & SON, LP	LEAK REPAIR FOR FIRE SUPPRESSION	2,760.00
11/10/2023	325799	SMART SOURCE, LLC	VACCINATION CARD HOLDERS	1,150.00
11/10/2023	325800	SODA, BARB	TRIP REFUND 231213 CHRISKINDL	20.00
11/10/2023	325801	STATE SYSTEMS RADIO, INC	RADIO INSTALL TRUCK 460	238.00
11/10/2023	325802	STEENSMA LAWN & POWER EQUIPMENT	REPAIR & MAINT SUPPLIES	277.16
11/10/2023	325803	STOMMEN, JAKE	WESTFIELD SOFTBALL DEPOSIT REFUND	100.00
11/10/2023	325804	STONEGATE MANAGEMENT, INC.	PRECINCT RENTAL FOR 11/07/2023	100.00
11/10/2023	325805	SWANK MOTION PICTURES, INC.	MOVIES IN THE PARK & MONSTER MASH	465.00
11/10/2023	325806	SYNTECH INC.	FUEL MASTER ANNUAL MAINT AGREEMENT	2,650.00
11/10/2023	325807	T-MOBILE USA INC	MISC CELL PHONE SERVICE	125.00
11/10/2023	325808	T-SHIRT PRINTING PLUS, INC.	BUILDING INSPECTORS UNIFORMS	968.00
11/10/2023	325809	TELUS COMMUNICATIONS (U.S.) INC	SKYHAWK GPS ACCESS/SERVICE FEES	755.20
11/10/2023	325810	THE BRIDGE	PRECINCT RENTAL FOR 11/07/2023 ELECTION	200.00
11/10/2023	325811	THE POSTMAN AND CONCRETE DESIGNS	RAMONA PARK PICKLEBALL REPAIR	900.00
11/10/2023	325812	TITLE RESOURCE AGENCY	REFUND OP FINAL UTILITY BILL	59.41
11/10/2023	325813	TRUGREEN AND ACTION PEST CONTROL	HERBICIDE APPLICATIONS, FALL FERTILIZER	8,062.09
11/10/2023	325814	U S SIGNAL COMPANY, LLC	INTERNET FIBER SERVICES	900.00
11/10/2023	325815	ULINE, INC.	U-BOAT CARTS	821.76

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11/10/2023	325816	UNITED PARCEL SERVICE	UPS WEEKLY	6.00
11/10/2023	325817	USPS	POSTAGE PERMIT #58	754.36
11/10/2023	325818	VADER BUILDERS INC	BD BOND REFUND	385.00
11/10/2023	325819	VANGUARD FIRE & SUPPLY CO., INC.	FIRE EXTINGUISHER MAINT	240.00
11/10/2023	325820	VERILE, CASSIE	SCHRIER PARK DEPOSIT REFUND	150.00
11/10/2023	325821	W MICH CRIMINAL JUSTICE TRAINING CO	FALL DISTRIBUTION FOR TRAINING	3,922.67
11/10/2023	325822	WALSH, JILL	SCHRIER BUILDING DEPOSIT REFUND	150.00
11/10/2023	325823	WEDEL'S INC.	PUBLIC SAFETY PLANT MAINTENANCE	165.00
11/10/2023	325824	WESTMINSTER PRESBYTERIAN CHURCH	PRECINCT RENTAL FOR 11/07/2023 ELECTION	100.00
11/10/2023	325825	ZOLMAN TIRE INC.	TIRES AND LABOR	4,271.84
11/17/2023	325826	AT&T	ELECTRONIC COMMUNICATIONS	78.90
11/17/2023	325827	BENGSTON, AMANDA	REPLACE UNCASHED/STALE 4/6/23 PAYROLL CK	264.30
11/17/2023	325828	KLEMM, KARL	REIMB - MCAMP CONFERENCE HOTEL CHARGES	581.08
11/17/2023	325829	REV X PRODUCTS, INC.	FUEL ADDITIVE - BULK TANKS	3,899.25
11/22/2023	325830	ACTIVE911, INC.	FIRE ACTIVE 911 RENEWAL	1,350.00
11/22/2023	325831	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	466.00
11/22/2023	325832	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES	1,115.00
11/22/2023	325833	ARROWHEAD SCIENTIFIC, INC.	MISC EVIDENCE SUPPLIES	277.13
11/22/2023	325834	BAD DAY INDUSTRIES, LLC	FIRE EMS SUPPLIES	575.36
11/22/2023	325835	BARNES, TY	SHOE ALLOWANCE	137.68
11/22/2023	325836	BELL, DAVID L	RAMONA PARK PICKLEBALL NETS & POST	1,596.00
11/22/2023	325837	BENNETT, JOCELYN	SCHOOLHOUSE DEPOSIT REFUND	50.00
11/22/2023	325838	BLAIN SUPPLY, INC.	REPAIR & MAINT SUPPLIES	39.99
11/22/2023	325839	BOHANNON, ELIZABETH	REIMBURSEMENT GOODS FOR CRAFT CLASS	500.00
11/22/2023	325840	BRINN, CHAUNCEY J.	PORTAGE CULINARY ACADEMY CLASSES	250.00
11/22/2023	325841	CALIBER HOLDINGS LLC	VEHICLE REPAIR	308.57
11/22/2023	325842	CAPALBO, ANDREW	ACTIVITIES/CLASS REFUND LIFE STORY WRITING	75.00
11/22/2023	325843	CIMCO REFRIGERATION	BRINE PUMP REPLACEMENT	20,078.40
11/22/2023	325844	CINTAS CORPORATION NO. 2	UNIFORM CHARGES	167.77
11/22/2023	325845	CITY OF KALAMAZOO TREASURER	SAMPLING FOR SHAVER RD PROJECT	305.00
11/22/2023	325846	COMBS, TIMOTHY	SHOE ALLOWANCE	195.04
11/22/2023	325847	COWLES, JERRICK	SHOE ALLOWANCE	200.00
11/22/2023	325848	DAME, PETER	REIMB EXPS-MML ANNUAL CONFERENCE	1,030.74
11/22/2023	325849	DAY, LAUREL	COOKING CLASS INSTRUCTION	175.00

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11/22/2023	325850	DEVON TITLE AGENCY	TITLE SEARCHES	3,237.00
11/22/2023	325851	ELLIS, STEVEN RICHARD	EDUCATIONAL PRESENTATION	100.00
11/22/2023	325852	EMERGENCY VEHICLE PRODUCTS	NEW FIRE VEHICLES, APPARATUS MAINT	78,294.92
11/22/2023	325853	ENG., INC.	CONSOLIDATED DRAIN REHABILITATION	217.50
11/22/2023	325854	ENGINEERING SUPPLY & IMAGING	PLOTTER SUPPLIES FOR T2500	120.38
11/22/2023	325855	FLETCHER ENTERPRISES	OFFICE PAINTING	412.00
11/22/2023	325856	FREIGHTLINER OF GRAND RAPIDS, INC.	REPAIR & MAINT SUPPLIES	117.69
11/22/2023	325857	G HOEKSEMA & SONS I, LLC	BD PAYMENT REFUND	65.00
11/22/2023	325858	GALLS PARENT HOLDINGS, LLC	RANGER UNIFORMS	443.73
11/22/2023	325859	GARDNER, BEN	SHOE ALLOWANCE	164.29
11/22/2023	325860	GOLLIN, KENNEDY	HORSE AND CARRIAGE TRAD HOLIDAY	600.00
11/22/2023	325861	GORDON FOOD SERVICE	EVENT AND OPERATING SUPPLIES	757.74
11/22/2023	325862	GRACE, LISA	MRS. CLAUS FOR TRAD HOLIDAY	200.00
11/22/2023	325863	GRANCHI, DENISE	TRIP REFUND 231109 LAKE MI VINTNERS	175.00
11/22/2023	325864	HARRISON, JOHN	SCHRIER PARK DEPOSIT REFUND	150.00
11/22/2023	325865	HEARING SERVICES OF KALAMAZOO	REFUND FOR RENTAL DAMAGE DEPOSIT	250.00
11/22/2023	325866	HEINEKAN, MARK	SANTA FOR TRAD HOLIDAY	200.00
11/22/2023	325867	HOEKSTRA ROOFING CO.	SKYLIGHT LEAK REPAIR	630.00
11/22/2023	325868	HOLLAND, JALEN	SCHRIER PARK DEPOSIT REFUND	150.00
11/22/2023	325869	HOME DEPOT	REPAIR & MAINT SUPPLIES	1,915.98
11/22/2023	325870	VOID		0.00
11/22/2023	325871	ICE CREATIONS	PUMPKIN CARVING & ICE CARVING DEMOS	800.00
11/22/2023	325872	IKONOMOV, PAVEL	REIMBURSEMENT FOR IRRIGATION DAMAGES	119.03
11/22/2023	325873	INGALLS, ANDRIANA	SCHRIER PARK DEPOSIT REFUND	150.00
11/22/2023	325874	JANSSEN, AMANDA	MEAL REIMBURSEMENTS - COUNCIL RETREAT	263.39
11/22/2023	325875	KALAMAZOO AREA TRANSPORTATION STUDY	KATS MEMBERSHIP DUES	1,800.00
11/22/2023	325876	KALAMAZOO PICKLEBALL	BEGINNER CLINICS	587.50
11/22/2023	325877	KALAMAZOO ROD AND GUN CLUB	ANNUAL MEMBERSHIP	100.00
11/22/2023	325878	KALAMAZOO ROD AND GUN CLUB	ANNUAL MEMBERSHIP	100.00
11/22/2023	325879	KEENE, SUE	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/22/2023	325880	KENT COMMUNICATIONS INC.	MAILING OF PERSONAL PROPERTY STATEMENTS	279.05
11/22/2023	325881	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER MAINTENANCE FEES	1,264.00
11/22/2023	325882	KZOO TIRE COMPANY	VEHICLE REPAIR/MAINTENANCE	3,335.20
11/22/2023	325883	LANE, LAUREN	HAYLOFT THEATRE DEPOSIT REFUND	150.00

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11/22/2023	325884	LASATER, LAUREN	ART IN THE PARK: FRIENDSGIVING GLASSWARE	396.00
11/22/2023	325885	LEATHERMAN, ROB	REIMB EXPS-ENGINE II TRAINING	532.38
11/22/2023	325886	LED LIGHTING WHOLESALE INC.	REPLACEMENT BULBS	318.64
11/22/2023	325887	LEONARD JR., DAVID	SHOE ALLOWANCE	200.00
11/22/2023	325888	MCDONALD'S TOWING & RESCUE, INC.	POLICE TOWING SERVICES	268.00
11/22/2023	325889	MI COALITION TO PROTECT PUBLIC	PROTEC RENEWAL	6,111.38
11/22/2023	325890	MICH ECONOMIC DEVELOPERS ASSOC	MEMBERSHIP DUES	325.00
11/22/2023	325891	MICH MUNICIPAL POLICE & FIRE REPAIR	VEHICLE REPAIR & MAINT	1,981.99
11/22/2023	325892	MICHIGAN MUNICIPAL LEAGUE	NEWLY ELECTED OFFICIALS TRAINING	250.00
11/22/2023	325893	MILLER WELDING SUPPLY	WELDER REPAIRS	100.00
11/22/2023	325894	MLIVE MEDIA GROUP	LEGAL NOTICES AND AFFIDAVITS	1,941.49
11/22/2023	325895	MONEA, FRANK	SHOE ALLOWANCE	174.89
11/22/2023	325896	OFFICE DEPOT, INC.	OFFICE SUPPLIES	1,247.53
11/22/2023	325897	PARENT, TARA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/22/2023	325898	PATCH PLAQUES	FIRE OPERATING SUPPLIES	313.95
11/22/2023	325899	PETTY CASH-MEGAN HUBER	REPLENISHMENT CHECK	1,476.55
11/22/2023	325900	PLUMMER'S ENVIRONMENTAL SERVICES	STORM STRUCTURE CLEANING	11,985.00
11/22/2023	325901	PORTAGE NORTHERN HIGH SCHOOL	CHOIR FOR TRAD HOLIDAY	200.00
11/22/2023	325902	PORTAGE PUBLIC SCHOOLS (TRANS)	BUS TRIP FOR FISH CAMP	244.90
11/22/2023	325903	PROCLAMATION BRASS	PROCLAMATION BRASS FOR TRAD HOL	200.00
11/22/2023	325904	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	61.01
11/22/2023	325905	QUADMED, INC.	FIRE EMS SUPPLIES	1,897.40
11/22/2023	325906	RANDALL, PATRICIA	REIMB EXPS FOR MML CONFERENCE	421.35
11/22/2023	325907	RATHCO SAFETY SUPPLY, INC.	TRAFFIC CONTROL, ROAD SIGNS	1,316.50
11/22/2023	325908	REAM ENTERPRISES LLC	PHOTOGRAPHY TRAD HOLIDAY	700.00
11/22/2023	325909	RENCH, SHANNON	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/22/2023	325910	ROBERTS, JEROME	TRIP REFUND 231112 TINA THE MUSICAL	140.00
11/22/2023	325911	RODRIGUEZ, LUIS	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/22/2023	325912	ROSEMA, CAROL	TRIP REFUND 231112 TINA THE MUSICAL	130.00
11/22/2023	325913	RUCKERT, ADAM	SCHRIER PARK DEPOSIT REFUND	150.00
11/22/2023	325914	SACKETT'S FIREPLACE LLC	MILLENNIUM PARK FIRE PLACE SVC	227.00
11/22/2023	325915	SCHULD, KATHERINE	REIMBURSE PROGRAM, CHAIR YOGA	35.00
11/22/2023	325916	SCHUPAN & SONS, INC.	SHEET METAL	474.01
11/22/2023	325917	SIGN SHOP OF WESTERN MICHIGAN	STAFFING BOARD MAGNETS	30.00

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11/22/2023	325918	SIMON, THOMAS	REIMBURSEMENT FOR IRRIGATION DAMAGES	81.56
11/22/2023	325919	SITEONE LANDSCAPE SUPPLY LLC	LIQUID SHOVEL - DE-ICER	1,852.74
11/22/2023	325920	SLAGER, CHARITY	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/22/2023	325921	SLIWA, DAVID	PER DIEM-IAEI EDUCATIONAL MEETING	68.00
11/22/2023	325922	SMART SOURCE, LLC	PRINTING SERVICES	65.16
11/22/2023	325923	SOUND GENERATIONS	PROJECT ENHANCE SITE RENEWAL FEE	250.00
11/22/2023	325924	SPECTRUM PRINTERS, INC.	BALLOT ENVELOPES	111.16
11/22/2023	325925	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	122.00
11/22/2023	325926	STATE OF MICHIGAN	SOR REG FEES	60.00
11/22/2023	325927	STATE OF MICHIGAN (EGLE)	PUBLIC WATER SUPPLY ANNUAL FEE	13,146.67
11/22/2023	325928	STATE SYSTEMS RADIO, INC	RADIO SERVICE FEES, BATTERIES	817.30
11/22/2023	325929	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIPMENT REPAIR/MAINTENANCE	105.98
11/22/2023	325930	STIVER, JOSEPH	SHOE ALLOWANCE	200.00
11/22/2023	325931	TCL TEXAS CORNERS LLC	WINE AND CHEESE CULINARY CLASS	170.50
11/22/2023	325932	THIRD COAST TECH, LLC	CONFERENCE ROOM 2 REPAIRS	885.00
11/22/2023	325933	TRIFECTA NETWORKS, LLC	OFFICE PHONE REPLACEMENT	410.00
11/22/2023	325934	ULINE, INC.	VINYL BASKETS	1,309.60
11/22/2023	325935	UNITED PARCEL SERVICE	UPS WEEKLY	50.35
11/22/2023	325936	USPS	REFILL POSTAGE METER	5,000.00
11/22/2023	325937	VERIZON WIRELESS	CELL PHONE/WIRELESS CARD SVC	2,423.36
11/22/2023	325938	WEATHERTAP	ANNUAL SUBSCRIPTION	99.95
11/22/2023	325939	WEBUILDFUN, INC	RAMONA PARK SWING REPLACEMENT	3,985.06
11/22/2023	325940	WEDEL'S INC.	FLORAL ARRANGEMENTS, VETERANS DY BREAKFAST	1,334.00
11/22/2023	325941	WEST MICHIGAN GLASS BLOCK INC	KAL CO. - REPL WINDOWS, DOORS, EGRESS	26,805.36
11/22/2023	325942	WILLIAMS & WORKS	ENGINEERING SERVICES	27,073.84
11/22/2023	325943	WRIGHT, JASON	SHOE ALLOWANCE	127.19
11/22/2023	325944	WRIGHT, JOSEPH	SHOE ALLOWANCE	200.00
11/22/2023	325945	YEO & YEO	2022-2023 AUDIT AND ACFR PREPARATION	26,000.00
11/22/2023	325946	ZOLMAN TIRE INC.	TIRES FOR EQUIP & INVENTORY	1,964.80
Total Paper Checks				976,891.00

Check Type: Auto-Pay Payments

11/06/2023	CONSUMERS AUTOPAY	GAS-ELECTRIC	59,176.44
11/06/2023	CITY OF PORTAGE	WATER/SEWER BILLING	8,686.09

ACCOUNTS PAYABLE REGISTER
Check Dates From: 11/05/2023 to 11/25/2023

Page 14 of 14

Check Date	Check	Vendor Name	Description	Amount
11/06/2023		BLUE CROSS/BLUE SHIELD	HEALTH INSURANCE	455.76
11/07/2023		GREAT LAKES WINE	PZSC PROGRAM SUPPLIES	217.35
11/07/2023		INVOICE CLOUD	PROCESSING FEES	580.20
11/16/2023		CONSUMERS AUTOPAY	GAS-ELECTRIC	4,669.00
11/16/2023		MISSIONSQUARE	EMPLOYER RETIREMENT CONTRIBUTIONS	36,957.70
11/17/2023		CONSUMERS AUTOPAY	GAS-ELECTRIC	262.18
11/17/2023		MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	40,140.65
11/21/2023		CITY OF PORTAGE	WATER/SEWER BILLING	963.15
11/22/2023		CONSUMERS AUTOPAY	GAS-ELECTRIC	164.05
Total Auto-Pay Payments				152,272.57

Check Type: Electronic Payments

11/03/2023		FIFTH THIRD BANK	INVESTMENT PURCHASE	994,650.24
11/10/2023		MULTIPLE	WEEKLY TAX DISBURSEMENT 11/03/23	58,539.33
11/15/2023		MULTIPLE	IAFF, PPCOA, PPOA, UAW PENSION PAYMENTS	90,482.11
11/17/2023		MULTIPLE	WEEKLY TAX DISBURSEMENT 11/10/23	80,333.91
11/17/2023		HUNTINGTON NATIONAL BANK	DEBT SERVICE FEES	500.00
11/21/2023		ASU GROUP	WORKERS COMP EXCESS PREMIUM	101,558.00
09/29/2023		COMERICA	INVESTMENT PURCHASE	1,001,741.67
11/24/2023		MULTIPLE	WEEKLY TAX DISBURSEMENT 11/17/23	33,877.83
Total Electronic Payments				2,361,683.09

Grand Total **5,233,984.25**

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Ramona Park Plat Street Reconstruction and Utility Installation Bid Tabulation

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Award a construction contract for the Ramona Park Plat Streets Reconstruction and Utility Installation to Hoffman Bros., Inc. of Battle Creek, Michigan in an amount not to exceed \$2,353,064.10 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2022-2023 Capital Improvement Program provides funding for the reconstruction of the local streets and installation of sanitary sewer and water mains in the Ramona Park Plat. The project entails the installation of new sanitary sewer, new water main, storm drainage improvements, and asphalt pavement replacement.

In the State of Michigan, street conditions are rated using PASER (Pavement Surface Evaluation Rating) system. The standard breakdown for the PASER ratings with a general description is as follows:

Rating	Description
9-10	Excellent (new pavement)
8	Very Good (little to no maintenance required)
6-7	Good (sound structural condition with crack seal maintenance)
4-5	Fair (candidates for pavement overlay)
3	Poor (needs patching and repair to remove failed areas prior to an overlay)
2	Very Poor (severe deterioration, needs reconstruction with total base repair)
1	Failed (requires total reconstruction)

On a scale of 1-10, the streets in the Ramona Park Plat have a PASER rating of 2, which is very poor condition. City policy over the years has been to not provide substantial street maintenance (such as street repaving/reconstruction) on streets without sanitary sewers. This project meets standard asset management strategies for this rating and will bring these roadways to a 9 PASER rating for resurfaced streets and 10 PASER rating for reconstructed streets when the project is complete.

The resurfacing of roadways will improve the structural strength of the pavement, add longevity to the pavement life, and provide a smooth driving surface. The sanitary sewers will complete the public sanitary sewer system in the neighborhood and provide public sewer service to an unserved area of the city. Sanitary sewers protect the city's groundwater resources from contamination and improve public health and safety for the citizens. The water main system improvements will provide this neighborhood with a needed public utility and firefighting capabilities will be substantially enhanced with the

availability of public water.

On November 16, 2023, two bids were received with the low bid being submitted by Hoffman Bros., Inc. of Battle Creek, Michigan for \$2,353,064.10. Hoffman Brothers, Inc. has successfully completed many similar projects for the city, with the most recent projects being water and sanitary sewer improvements on Lovers Lane and the 2023 Local Street Reconstruction Project. If awarded, the project construction will begin in April 2024 and be completed by the fall of 2024.

It is recommended that City Council award a construction contract to Hoffman Bros., Inc. of Battle Creek, Michigan for the reconstruction of the Ramona Park Plat Streets Reconstruction and Utility Installation, in an amount not to exceed \$2,353,064.10 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Sufficient funding exists in the 2022-2023 Capital Improvement Program budgets.

Attachments:

1. Bid Tabulation Ramona Park Plat
2. Ramona Park Subdivision Map

**2023 RFP RAMONA PARK SUBDIVISION IMPROVEMENTS
CONSTRUCTION SERVICES
BID TABULATION**

BID OPENING ON NOVEMBER 16,2023 AT 3 PM

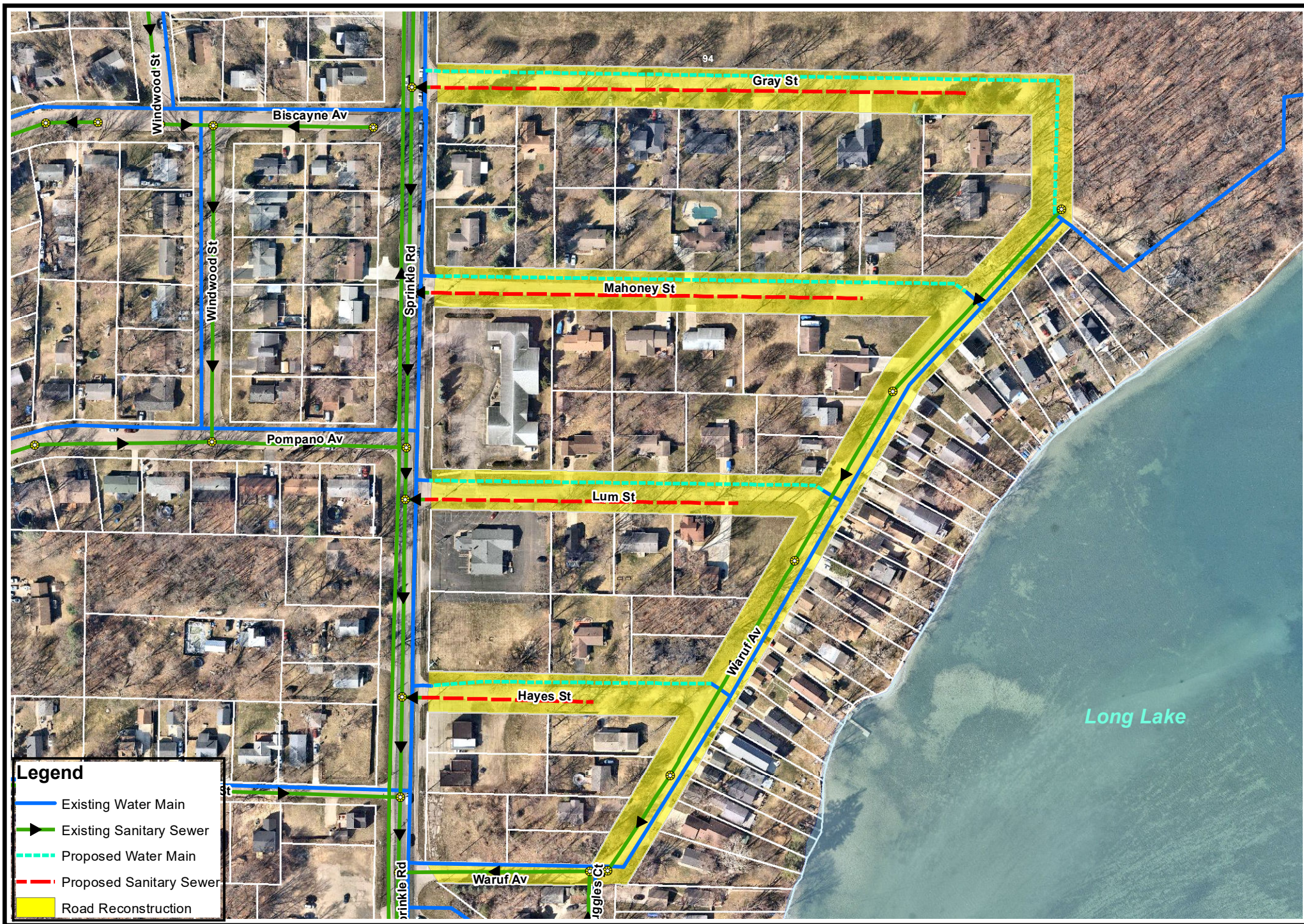
Hoffman Bros., Inc.	\$	2,353,064.10
8574 Verona Rd,		
Battle Creek, MI 49014		

Lounsbury Excavating, Inc.	\$	2,950,900.00
32673 E Red Arrow Hwy		
Paw Paw, MI 49079		

Opened by: _____



Victoria Barboza, Purchasing Manager



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Purchase of Property: 8847 Portage Road

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Approve the purchase of property located at 8847 Portage Road and authorize the City Manager to execute all documents related to the contract on behalf of the city.

Portage Road is a major arterial street that serves as a connection between residential, industrial, and commercial areas. Increasing levels of congestion/traffic volume and speed in the vicinity of the Forest Drive/Portage Road intersection is a safety concern for the City Administration and the community (as noted during the Lake Center District Corridor and Placemaking Study process). The installation of a traffic signal at this location will improve the function of the intersection, increase safety for pedestrians, and provide an opportunity to calm traffic in the heart of the Lake Center District corridor.

The Forest Drive/Portage Road Traffic Signal Project is included in the first steps of the Action Plan for the Lake Center District Corridor and Placemaking Study implementation. Abonmarche Consultants was selected to complete the engineering design for the project. With the input of the business and property owners at that intersection, a four-way signal design is recommended (see attached sketches). The four-way signal design allows patrons, employees, and delivery vehicles to access the businesses on the east side of Portage Road instead of closing off a long stretch of driveways to accommodate the installation of the signal where Forest Drive meets Portage Road. The signal poles will be placed in locations where they will not need to be relocated should Portage Road be narrowed at Forest Drive in the future, per the approved Lake Center District Corridor and Placemaking Study.

This four-way plan necessitates the use of the property at 8847 Portage and the removal of the two existing buildings. The city has reached an agreement for the purchase of this property for \$175,000 which is considered a fair price for this parcel. The current owner must terminate the month-to-month leases of one commercial tenant and one residential tenant before the city closes on the property. The purchase is conditioned upon the city completing a Phase I environmental assessment. With the completion of this property purchase, the city expects to complete the signal installation in 2024.

It is recommended that City Council approve the purchase of property located at 8847 Portage Road and authorize the City Manager to execute all documents related to the purchase on behalf of the city.

FUNDING: The 2022-2023 Capital Improvement Program provides funding for right-of-way acquisition for the installation of the Forest Drive/Portage Road Traffic Signal Project. Sufficient funds are available in the project account to purchase 8847 Portage Road.

- Attachments:**
1. Forest Intersection Signal
 2. 8847 Portage Road Purchase Agreement 11 27 23



**BUY AND SELL AGREEMENT
FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY**

Office of n/a _____, BROKER,
Portage _____ (city), Michigan Phone: (269) 329-4400 Fax: n/a
Email: c/o damep@portagemi.gov Offer Date: 11/21/2023 n/a (time)

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
☐ Subagent of the Seller ☐ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☒ Other (specify): Buyer
2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City of Portage Kalamazoo, County, Michigan, commonly known as 8847 Portage Road

Permanent Parcel Number 00023-355-O and legally described as follows:
SEC 23-3-11 BEG ON CL PORTAGE ROAD 480.50 FT N 8 DEG 59 MIN E OF S LI SEC 23 TH SELY AT RT
ANGLES WITH PORTAGE ROAD 285 FT TH NELY PAR TO PORTAGE ROAD 123 FT TH N 81 DEG 1 MIN W 285
FT TO CL PORTAGE ROAD, TH SWLY ON CL PORTAGE ROAD 123 FT TO PL OF BEG
(the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property listed on Exhibit D (the "Personal Property"), all of which is collectively referred to herein as the "Premises".

3. **Purchase Price.** The purchase price for the Premises is:
One Hundred Seventy-Five Thousand and no/100 Dollars
Dollars (\$175,000.00). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".
- A. **Terms of Payment.** The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").
- ☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.
- ☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ _____ and payment of the balance \$ _____ in _____ installments of \$ _____ or more, at Buyer's option, including interest at the rate of _____% per annum computed monthly, interest to start on date of closing, and first payment to become due _____ after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.
- B. **Financing.** Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").
- ☒ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.
- ☐ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within _____ (_____) calendar days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. **Survey.** Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):
- ☒ A new survey:
- ☐ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
- ☒ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or
- ☒ A recertified survey; or
- ☐ No new or recertified survey;

shall be ☒ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within sixty (60) calendar days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do

so within the required time, then Buyer may order the required survey at Seller's expense. If the new or recertified survey (or absent such the existing survey, if any) discloses any material and adverse encumbrance that is not acceptable to Buyer, then Buyer shall have the right to object and to terminate this Agreement under the terms and conditions set forth in the Title Insurance paragraph contained in this Agreement; otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Seller to provide any previous surveys of the subject property in Seller's possession within ten (10) calendar days of the effective date.

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) calendar days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) calendar days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) calendar days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

The title company shall be Sun Title, Kalamazoo office.

7. **Inspections.** After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections are not acceptable to Buyer by giving Seller written notice within sixty (60) calendar days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

Seller to provide any inspection reports for the subject property in their possession, including (but not limited to) environmental reports, soil tests, seawall inspections and any correspondence between them and any state or federal agency relative to the property.

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

- Prepaid rent;
- Interest on any existing indebtedness assumed by Buyer;
- Charges for any transferable service contracts assigned to Buyer described in Exhibit C;
- Utility deposits;
- Security deposits;
- Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("Additional Rent"), and such amounts shall be allocated between the parties pursuant to the terms of the applicable leases. If any Additional Rent is collected by Buyer after closing which is attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

Seller shall deliver property free and clear of all tenancies.

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

- ☐ No Proration:
☐ Buyer ☐ Seller shall pay the taxes billed in July.
☐ Buyer ☐ Seller shall pay the taxes billed in December.

- ☒ Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

10. Special Assessments (choose one):

- ☐ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, whether due in installments or otherwise.
- ☒ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- ☐ Other:

11. Conveyance. Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Premises to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) all available division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date), of the proposed division to create the Real Estate. Other:

n/a

12. Warranties of Buyer. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

- The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
- In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.
- Other:

13. Warranties of Seller. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises.
- There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Premises, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Premises.
- Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- If a statement(s) of income and expense with respect to the operation of the Premises is (are) described in Exhibit A, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - The rents set forth are being collected on a current basis and there are no arrearages;
 - No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
- If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit C, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises.
- The Premises will be in compliance with any applicable smoke detector ordinances as of the closing date.
- With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- Seller is without personal knowledge as to the presence on the Premises of any toxic or hazardous substances or of any underground storage tanks.
- Other:

8847 Portage Rd, Portage MI

Property Address
©Commercial Alliance of REALTORS®, 2017/2018
Revision Date 5/2017

☐ ☐

Buyer's Initials

☐ ☐

Seller's Initials

14. **Damage to Premises.** If between the Effective Date and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
15. **Closing.** The closing shall be held on or before see sec. 27 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of ten (10) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.
16. **Possession.** Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:

Buyer shall have the right to conduct a final walk-through of property the day before closing.

17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Earnest Money.** Buyer gives n/a Broker, _____ (____) days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ 3,500.00 with Sun Title Agency Escrow Agent, [insert name of Broker, Title Company or other] ☐ with this offer or ☒ within ten (10) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.
21. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
22. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Brokers(s) by a credit reporting agency.
23. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
24. **Attorney's Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

25. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☐ Seller agrees to pay a brokerage fee of n/a. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is an intended third party beneficiary that is entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

26. **Environmental.**

A. **Notice to buyers and sellers (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

B. **Environmental reports and assessments.**

- (1) Within ten (10) calendar days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of sixty (60) calendar days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of five (5) calendar days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

C. **Nondisclosure.**

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. **Other:** Seller shall not publicly disclose existence of this offer prior to it being discussed in an open City Council mtg.

27. Other Provisions:

Seller shall have until 12:00 PM EST on Monday, November 27, 2023 to accept this Buy and Sell Agreement.

This contract is contingent upon acceptance and approval of the Portage City Council. If the purchase is not approved by Portage City Council, this agreement shall become null and void, and the Buyer's Earnest Money Deposit shall be released by Seller in accordance with Section 20 of this agreement.

The closing shall be held up to seventy (70) days after the Effective Date.

Seller shall deliver property in broom-clean condition and free of all personal property at closing.

28. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).
29. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
30. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
31. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed (as described below):
32. **Index of Exhibits.** Seller to furnish within the calendar days from effective date as specified below:

Not Applicable	Attached	Exhibit #	Subject	Exhibit to be furnished within <u>10</u> number of calendar days
X		A	Income and expense with respect to the operation of the Premises	
X		B	Written leases and any tenancies not arising out of written leases	
X		C	Service Contracts	
X		D	List of personal Property	
		E	All existing floor plans, surveys and elevations	yes

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within five (5) calendar days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived.

33. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.

Buyer: City of Portage, Michigan
(print name of individual or entity)

Signature: _____

Its: _____
(if Buyer is an entity)

Buyer's Address: 7900 S. Westnedge Ave.

Portage, MI 49002

Buyer: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Buyer is an entity)

Bus. Phone: 269-329-4400 Fax: _____

Email: c/o damep@portagemi.gov

34. SELLER'S ACCEPTANCE

Date: 11-27-2023 Time: 10:30 AM

The above offer is hereby accepted ☒ as written ☐ as modified

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the **Effective Date**. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: 8847 PR, LLC
(print name of individual or entity)

Signature: Joyce Daane

Its: Member
(if Seller is an entity)

Seller's Address: 8915 Portage Road, Portage, Michigan

Seller: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Bus. Phone: 269.217.0021 Fax: _____

Email: deeringw@charter.net

35. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer:

☐ as written (with all other terms and conditions of Buyer's offer remaining unchanged); or ☐ modified as follows:

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Regional Industrial Development Districts

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Aaron Powers, City Assessor
Erica Eklov, City Clerk

ACTION RECOMMENDED: Adopt Resolution No.1 setting a public hearing for January 9, 2024, to create six regional Industrial Development Districts in the City of Portage.

The Plant Rehabilitation and Industrial Development Districts Act, (known as the Industrial Facilities Exemption) PA 198 of 1974, as amended, provides a tax incentive to various qualified industrial and related business operations to enable the renovation and expansion of aging facilities, assist in the building of new facilities, and to promote the establishment of high-tech facilities. An Industrial Development District (IDD) must be created before initiating a project. Once a district is in place, a developer or manufacturer must apply for an Industrial Facilities Exemption (IFE) certificate that entitles the facility to an exemption from ad valorem real property taxes for a term of 1–12 years as determined by the City Council.

The City of Portage has historically created districts under an applicant's request, originally utilizing the proposed building's footprint as the district boundary, followed by the property boundaries in more recent years. This current change is proposed to make revisions to industrial projects simpler and avoid the need for the applicant to re-apply for a district modification each time the building size changes. As of 2023, the city has 94 industrial districts with only 13 active PA 198 certificates on file with the City Assessor. At the request of the City Manager's Office, to improve efficiency, staff worked to combine these 94 different districts into six adjacent and related regional districts (proposed Districts 95 through 100). A map of each district is attached along with individual boundary descriptions. It is recommended that the city initiate this combination to streamline the application process for abatement applicants, who would only need to apply for exemption certificates in one of the six resulting districts. Furthermore, the regional districts were assembled utilizing the city's Future Land Use map to consolidate industrial uses to the similarly-zoned areas.

The practice of pre-setting districts that make economic development tools available to our local businesses (Industrial Development Districts, Brownfield Redevelopment Districts, Corridor Improvement Authorities, Plant Rehabilitation Districts, etc.) is common in Michigan.

Risk: creating districts in anticipation of future certificates may slightly dilute the ability of City Council to deny a certificate in the future. The likelihood of this becoming an issue is very low.

Reward: approving the new districts eliminates thousands of dollars in meaningless paperwork and

expense for the city and the investor, making Portage a better community in which to do business.

The City of Portage has required business expansions to create a specific district for their project before they can apply for a certificate a total of 94 times. Each time, the businesses hired an attorney and a surveyor to assist them, and the city has never denied an expansion.

The proposed consolidation would have no impact on the 13 existing abatements, nor would it impact the various taxing jurisdictions. As such, it is recommended that City Council adopt Resolution No.1 establishing a public hearing for January 9, 2024, to create six regional Industrial Development Districts in the City of Portage.

FUNDING: N/A

Attachments:

1. New IDD Legal Descriptions (numbered)
2. Map with Proposed Districts
3. Resolution #1
4. IDD_abatement with proposed

District 95

Land located in Sections 20, 21, 28, 29 Town 3 South Range 11 West, Described as follows: beginning at the intersection of the south line of West Melody Avenue and the east line of Dolphin Street, said point being the northeast corner of Outlot B of MELODY MEADOWS; thence South 192.5 feet along the east line of Outlot B to the southeast corner of Outlot B, said point also being the northeast corner of Lot 143 of MELODY MEADOWS #2; thence West 132 feet along the north line of Lot 143 to the northwest corner of Lot 143; thence South 1081.65 feet along the west line of MELODY MEADOWS #2 to the southwest corner of the north $\frac{1}{2}$ of Lot 154; thence West 50 feet parallel with the north line of Lot 154; thence South 468.09 feet parallel with the west line of MELODY MEADOWS #2; thence East 50 feet to the west line of MELODY MEADOWS #2, said point also being the southwest corner of Lot 158 of MELODY MEADOWS #2; thence South 704 feet along the west line of MELODY MEADOWS #2 to the southwest corner of Lot 166 of MELODY MEADOWS #2; thence East 330 feet along the south line of MELODY MEADOWS #2 to the southeast corner of Lot 118 of MELODY MEADOWS #2; thence South 1321.68 feet to the north line of Unit 7 of PORTAGE INDUSTRIAL PARK CONDOMINIUM; thence East 300 feet along the north line of Unit 7 of PORTAGE INDUSTRIAL PARK CONDOMINIUM to the northeast corner of Unit 7; thence South 600.58 feet along the east line of Unit 7 of PORTAGE INDUSTRIAL PARK CONDOMINIUM to the southeast corner of Unit 7 of PORTAGE INDUSTRIAL PARK CONDOMINIUM; thence West 1329.69 feet to the southwest corner of Unit 9 of PORTAGE INDUSTRIAL PARK CONDOMINIUM; thence North 409.98 feet along the west line of Unit 9 of PORTAGE INDUSTRIAL PARK CONDOMINIUM; thence North 89 degrees 53 minutes 41 seconds West 856.33 feet parallel with said north line; thence South 00 degrees 03 minutes 25 seconds East 430 feet parallel with said east line; thence North 89 degrees 53 minutes 41 seconds West 1252.67 feet parallel with said north line to the center line of Shaver Road (Formerly Highway US 131); thence southwesterly along the center line of Shaver Road to a point on the south line of the northwest $\frac{1}{4}$ of Section 28; thence West along the south line of the northwest $\frac{1}{4}$ of Section 28 to the westerly line of Shaver Road at a point North 89 degrees 59 minutes 23 seconds East 116.95 feet from the west $\frac{1}{4}$ corner of Section 28; thence South 29 degrees 38 minutes 07 seconds West (previously recorded as South 29 degrees 39 minutes West) 152.31 feet along the westerly line of Shaver Road; thence North 60 degrees 21 minutes 53 seconds West 145.41 feet; thence North 89 degrees 50 minutes 19 seconds West (previously recorded as South 89 degrees 55 minutes 07 seconds West) 198.90 feet; thence North 44 degrees 50 minutes 19 seconds West 67.78 feet; thence North 00 degrees 05 minutes 30 seconds West 12.78 feet; thence South 89 degrees 55 minutes 07 seconds West 788.66 feet; thence North 00 degrees 00 minutes 02 seconds West 1328.49 feet to the north line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 29, said point being in the centerline of Vanderbilt Avenue; thence East 304.85 feet along the centerline of Vanderbilt Avenue; thence North 00 degrees 17 minutes 13 seconds West 1147.02 feet (previously described as 1144.59 feet and 1145.38 feet); thence North 89 degrees 54 minutes 57 seconds East 330 feet; thence North 00 degrees 14 minutes 24 seconds West 165 feet to the north line of Section 29; thence North 89 degrees 54 minutes 57 seconds East 330.26 feet along the north line of Section 29 to the northeast corner of Section 29; thence South 00 degrees 04 minutes 42 seconds West 99.04 feet along the east line of Section 29; thence South 89 degrees 35 minutes 53 seconds East 1639.46 feet more-or-less parallel to the north line of Section 28 to the center line of Shaver Road; thence Northwesterly 2,922 feet more-or-less along the centerline of Shaver Road to the intersection with the centerline of West Melody Avenue; thence Easterly 382 feet more-or-less along the centerline of West Melody Avenue to the intersection with the extension north of the west line of Dolphin Street; thence South 33 feet along the extension north of the west line of Dolphin Street to the point of beginning.

District 96

ROSEDALE SUBDIVISION Lot 160 & Lot 161. Also beginning at the intersection of the centerline of Shaver Road and the south line of Lot 161 of ROSEDALE SUBDIVISION, said south line also being the south line of the ROSEDALE SUBDIVISION, as extended east; thence Southwesterly along the centerline of Shaver Road to a point North 29 degrees 39 minutes East (also recorded as North 29 degrees 10 minutes 06 seconds East) 517.55 feet from the centerline of Section 21 Town 3 South Range 11 West; thence North 60 degrees 21 minutes West (also recorded as North 60 degrees 49 minutes 54 seconds West) 360 feet; thence North 29 degrees 39 minutes East (also recorded as North 29 degrees 10 minutes 06 seconds East) 200 feet; thence North 60 degrees 22 minutes West (also recorded as North 60 degrees 49 minutes 54 seconds West) 260 feet; thence South 29 degrees 39 minutes West (also recorded as South 29 degrees 10 minutes 06 seconds West) 200 feet; thence North 60 degrees 22 minutes West 286.49 feet (also recorded as North 60 degrees 49 minutes 54 seconds West 286.09 feet) to the north & south $\frac{1}{4}$ line of Section 21; thence North 00 degrees 27 minutes 36 seconds West (also recorded as North 00 degrees 00 minutes 55 seconds West) 425.66 feet along the north & south $\frac{1}{4}$ line of Section 21 and along the westerly line of BEL-AIRE INDUSTRIAL PARK; thence South 89 degrees 54 minutes 56 seconds West 348 feet more-or-less along the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 21 to the centerline of Portage Creek; thence Northeasterly along the centerline of Portage Creek to its intersection with the north & south $\frac{1}{4}$ line of Section 21 also being on the west line of the ROSEDALE SUBDIVISION; thence South along the north & south $\frac{1}{4}$ line of Section 21 also being on the west line of the ROSEDALE SUBDIVISION to the southwest corner of Lot 1 of ROSEDALE SUBDIVISION; thence East approximately 1571 feet along the south line of ROSEDALE SUBDIVISION and as extended east to the intersection with the centerline of Shaver Road and the point of beginning.

District 97

Beginning at the intersection of the centerline of Lovers Lane with the north line of Section 10, Town 3 South Range 11 West; thence East along the north line of Section 10 and the north line of Section 11 to a point 1,977.26 East of the North $\frac{1}{4}$ post of Section 11; thence South 655.84 feet; thence South 13 degrees East 35.22 feet; thence South 13 degrees 49 minutes 50 seconds East 187.65 feet along the east line of vacated Mastenbrook Drive; thence South 14 degrees 11 minutes 14 seconds East 2,570.40 feet; thence South 1,939.44 feet more-or-less to the centerline of East Romence Road; thence East 1,325 feet more-or-less along the centerline of East Romence Road to the east right-of-way line of the Pennsylvania Railroad; thence North 7,960 feet along the east right-of-way line of the Pennsylvania Railroad to a point 2,729.25 feet South of the north line of Section 1, Town 3 South Range 11 West, said point being on the jurisdictional line with the City of Kalamazoo; thence East to the centerline of South Sprinkle Road; thence South along the centerline of South Sprinkle Road to the centerline of East Milham Avenue; thence East along the centerline of East Milham Avenue to the east city limits line of the City of Portage; thence South along the east city limits line of the City of Portage to the centerline of Bishop Avenue, said line also being the north line of Section 3, Town 3 South Range 11 West; thence West along the centerline of Bishop Avenue, also being the north line of Section 3, to a point North 89 degrees 33 minutes 00 seconds East 722.46 feet from the north $\frac{1}{4}$ post of Section 3; thence South 01 degrees 22 minutes 15 seconds West 2,660.8 feet to the east & west $\frac{1}{4}$ line of Section 3; thence North 89 degrees 45 minutes 30 seconds West 730.48 feet to the north & south quarter line of Section 3, said point also being the centerline of South Sprinkle Road; thence South 5,336 feet more-or-less along said north & south $\frac{1}{4}$ line and the centerline of South Sprinkle Road to the intersection with the centerline of Zylman Avenue; thence West 5,649 feet more-or-less along the centerline of Zylman Avenue to the intersection with the centerline of Portage Road; thence Northeasterly 2,674 feet more-or-less along the centerline of Portage Road to the intersection with the centerline of East Centre Avenue; thence North 1,330.58 feet more-or-less along the centerline of Portage Road to the north line of the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 14, Town 3 South Range 11 West; thence West 2,626.10 feet parallel with the south line of Section 14, Town 3 South Range 11 West to the east line of Section 15, Town 3 South Range 11 West; thence North 150.35 feet along the east line of Section 15; thence North 52 degrees 08 minutes 15 seconds 1605.84 feet to the east line of Lovers Lane; thence North 90 degrees 00 minutes 00 seconds West to the centerline of Lovers Lane; thence North 2,845.5 feet more-or-less along the centerline of Lovers Lane to the intersection with the centerline of Romence Road Parkway; thence North along the centerline of Lovers Lane to a point 244.45 feet North of the south line of Section 10, Town 3 South Range 11 West; thence West 165 feet; thence North 132 feet; thence West 594 feet; thence North 264 feet; thence West 546.3 feet to the centerline of the Portage Creek; thence Northerly 4,328 feet more-or-less along the centerline of the Portage Creek to a point on the north line of the south 2,090.8 feet of the northeast $\frac{1}{4}$ of Section 10, Town 3 South Range 11 West; thence East to the centerline of Lovers Lane; thence Northerly 558 feet more-or-less along the centerline of Lovers Lane to the north line of Section 10, Town 3 South Range 11 West and the point of beginning.

District 98

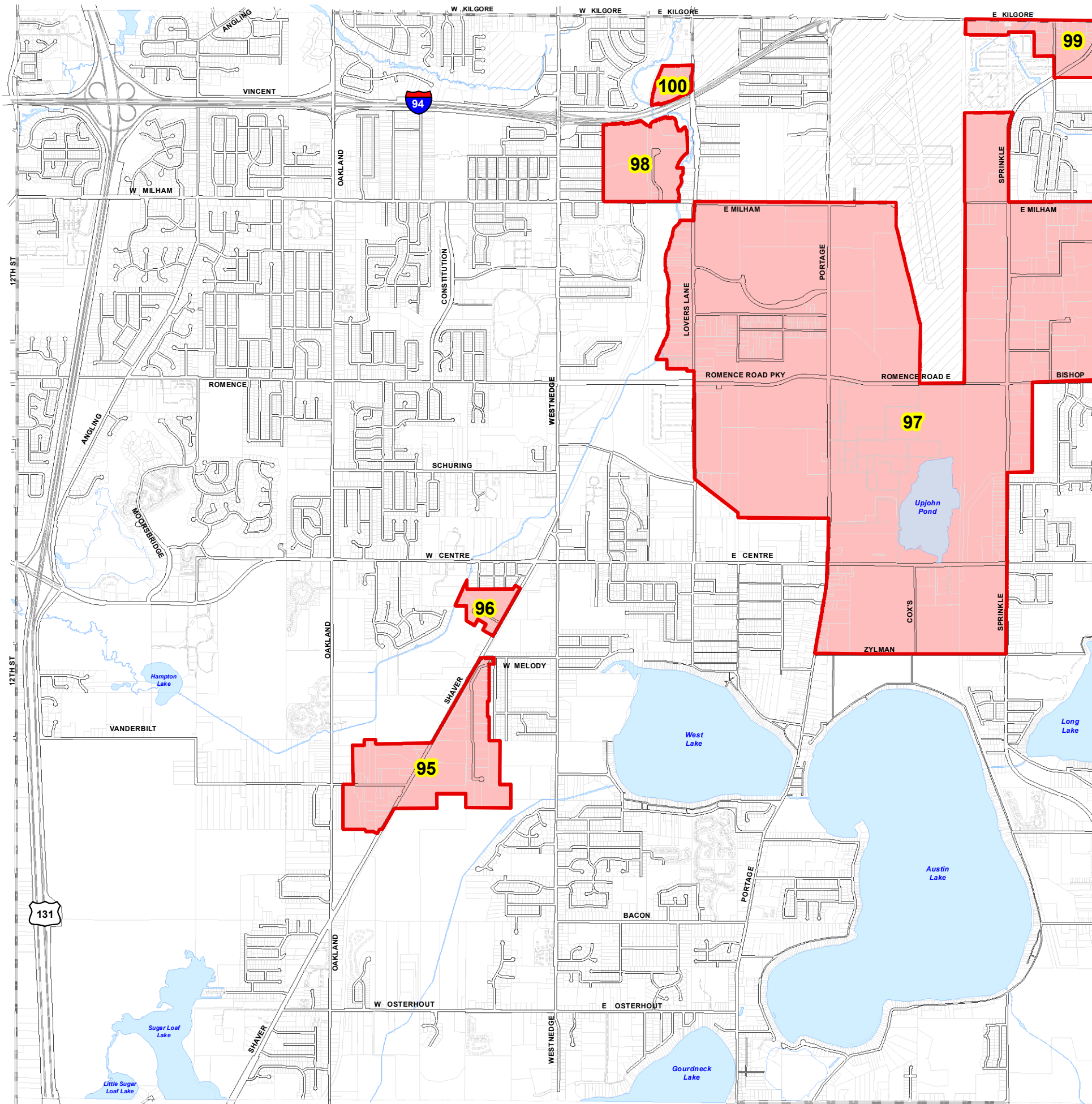
Land located in the Southwest $\frac{1}{4}$ of Section 3, Town 3 South, Range 11 West, Described as follows: Commencing at the southwest corner of Section 3; thence South 89 degrees 19 minutes 05 seconds East 1,332.65 feet to the point of beginning; thence North 00 degrees 39 minutes 17 seconds East 2,253.92 feet to the southerly right-of-way line of I-94; thence Easterly 588.24 feet along the southerly right-of-way line of I-94 described as being along a curve to the left having a radius of 6,345.45 feet, a central angle of 05 degrees 18 minutes 41 seconds and a chord bearing North 84 degrees 14 minutes 24 seconds East 588.03 feet; thence South 08 degrees 24 minutes 57 seconds East 50 feet along the southerly right-of-way line of I-94; thence Easterly 511.31 feet along the southerly right-of-way line of I-94 described as being along a curve to the left having a radius of 6,395.45 feet, a central angle of 04 degrees 34 minutes 51 seconds and a chord bearing North 79 degrees 17 minutes 37 seconds East 511.81 feet; thence South 52 degrees 21 minutes 52 seconds East 235.31 feet along the southerly right-of-way line of I-94 to the westerly right-of-way line of the Norfolk Southern Railway Company (formerly being the New York Central Railroad and formerly being the Lake Shore and Michigan Southern Railroad); thence easterly 100 feet more-or-less along the southerly right-of-way line of I-94 to the easterly right-of-way line of the Norfolk Southern Railway Company (formerly being the New York Central Railroad and formerly being the Lake Shore and Michigan Southern Railroad); thence North 00 degrees 13 minutes 42 seconds West along said easterly right-of-way line to an angle point in the southerly right-of-way line of I-94; thence North 36 degrees 34 minutes 46 seconds East 130.12 feet along the southerly right-of-way line of I-94; thence Northeasterly 152.08 feet along the southerly right-of-way line of I-94 described as being along a curve to the right having a radius of 8,195.94 feet and a chord bearing North 72 degrees 45 minutes 07 seconds East 152.07 feet; thence Northeasterly 132.96 feet along the southerly right-of-way line of I-94 described as being along a curve to the right having a radius of 8,195.94 feet and a chord bearing North 71 degrees 45 minutes 20 seconds East 132.95 feet; thence Northeasterly 104.87 feet along the southerly right-of-way line of I-94 described as being along a curve to the right having a radius of 8,195.94 feet and a chord bearing North 70 degrees 55 minutes 28 seconds East 140.87 feet; thence South 60 degrees 33 minutes 47 seconds East 65.16 feet; thence North 57 degrees 15 minutes 31 seconds East 32.50 feet; thence South 40 degrees 27 minutes 27 seconds East 12.60 feet; thence South 76 degrees 28 minutes 58 seconds East 10.65 feet; thence North 76 degrees 41 minutes 22 seconds East 23.74 feet; thence South 76 degrees 15 minutes 04 seconds East 11.90 feet; thence South 34 degrees 30 minutes 55 seconds East 6.51 feet; thence North 83 degrees 47 minutes 52 seconds East 13.85 feet; thence North 06 degrees 12 minutes 08 seconds West 5.73 feet; thence North 83 degrees 47 minutes 52 seconds East 37.68 feet; thence South 75 degrees 55 minutes 55 seconds East 47.99 feet; thence South 58 degrees 01 minutes 48 seconds East 49.96 feet; thence South 21 degrees 34 minutes 59 seconds East 74.71 feet; thence South 08 degrees 02 minutes 21 seconds East 67.14 feet; thence South 01 degrees 48 minutes 12 seconds East 33.97 feet; thence South 23 degrees 13 minutes 47 seconds East 65.80 feet; thence South 17 degrees 12 minutes 57 seconds East 131.49 feet; thence North 83 degrees 28 minutes 57 seconds East 51.47 feet; thence North 64 degrees 54 minutes 57 seconds East 51.86 feet; thence North 57 degrees 52 minutes 19 seconds East 23.27 feet; thence North 35 degrees 37 minutes 54 seconds East 86.53 feet; thence South 82 degrees 13 minutes 35 seconds East 19.92 feet; thence South 53 degrees 42 minutes 31 seconds East 16.09 feet; thence South 07 degrees 15 minutes 15 seconds East 28.23 feet; thence South 34 degrees 01 minutes 35 seconds East 94.61 feet; thence South 613.30 feet perpendicular to the south line of Section 3; thence South 46 degrees 39 minutes 20 seconds West 207.77 feet; thence South 39 degrees 00 minutes 26 seconds 117.50 feet; thence South 26 degrees 13 minutes 53 seconds West 89.90 feet; thence South 20 degrees 10 minutes 05 seconds West 136.27 feet; thence East to the centerline of Portage Creek; thence Southerly along the centerline of Portage Creek to the south line of Section 3; thence West along the south line of Section 3 to a point South 89 degrees 19 minutes 05 seconds East 1,332.65 feet from the southwest corner of Section 3, said point also be the point of beginning.

District 99

Land located in Section 1, Town 3 South Range 11 West, Described as follows: Commencing at the northeast corner of Section 1; thence South 00 degrees 23 minutes 15 seconds East, historically listed as South 00 degrees 03 minutes 16 seconds East, 1,667.78 feet along the east line of the northeast fractional $\frac{1}{2}$ of Section 1 to the south line of the north 10 acres of southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 1; thence South 88 degrees 34 minutes 22 seconds West 1,292.86 feet more-or-less along said south line to the center line of Meredith Street right-of-way; thence North along the centerline of Meredith Street right-of-way to a point 328.90 feet north of the southeast corner of the northwest fractional $\frac{1}{4}$ of the northeast fractional $\frac{1}{4}$ of Section 1; thence West 580 feet; thence North 701.96 feet; thence East 800.25 feet parallel with the north line of Section 1; thence South 86.5 feet to a point 433 feet south of the north line of Section 1; thence West 1,256.80 feet parallel with the north line of Section 1 to the east right-of-way line of the Pennsylvania Railroad; thence North 433 feet along the east right-of-way line of the Pennsylvania Railroad to the north line of Section 1; thence East along the north line of Section 1 to the northeast corner of Section 1 and the point of beginning.

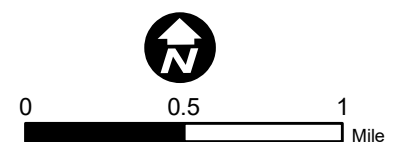
District 100

Land located in Section 3, Town 3 South Range 11 West, Described as follows: Commencing at the north $\frac{1}{4}$ post of Section 3; thence East 1,205.15 feet to the northeasterly extension of the west right-of-way line of Lovers Lane; thence South 1,449.46 feet (recorded as 1,450.26 feet) to the point of beginning; thence South along the west right-of-way line of Lovers Lane to the northerly right-of-way line of I-94; thence Southwesterly along the northerly right-of-way line of I-94 to its intersection with the easterly line of the Norfolk Southern Railway Company (formerly being the New York Central Railroad and formerly being the Lake Shore and Michigan Southern Railroad) right-of-way; thence Northeasterly 1,250 feet more-or-less along the easterly line of the New York Central Railroad (formerly Lake Shore and Michigan Southern Railroad) right-of-way to the north line of the Southwest $\frac{1}{4}$ of the Northeast fractional $\frac{1}{4}$ of Section 3; thence Easterly 839.63 feet more-or-less to the west right-of-way line of Lovers Lane and the point of beginning.



Proposed Blanket IDD District Boundaries

District Number **90** Proposed IDD Districts



Date: 11/22/2023

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. __ - 24**

**ESTABLISHING A PUBLIC HEARING FOR THE CREATION OF
INDUSTRIAL DEVELOPMENT DISTRICTS NO 95, 96, 97, 98, 99 and 100
CITY OF PORTAGE INDUSTRIAL DEVELOPMENT DISTRICTS**

Minutes of a regular meeting of the City Council of the City of Portage, Michigan, held on January 9, 2024, at 7:00 p.m. local time at the City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember _____, and supported by Councilmember _____.

BE IT RESOLVED:

That a public hearing be held on the 9th day of January, 2024, at 7:00 p.m. or as soon thereafter as may be heard at the City Hall, in the City of Portage, Michigan for the creation of Industrial Development Districts No 95, 96, 97, 98, 99 and 100, under Michigan Act No. 198 of P.A. 1974; and

That written notice by certified mail of said hearing be sent to the owners of all real property and the legislative body of each taxing unit which levies ad valorem taxes on the property located within the proposed district described in the attached Exhibit A at least ten (10) days before said hearing; and

That notice in substantially the form attached as Exhibit A be published in the Kalamazoo Gazette at least ten (10) days prior to said hearing.

ADOPTED: YEAS: Councilmember: _____

NAYS: Councilmember: _____

ABSENT: Councilmember: _____

RESOLUTION DECLARED ADOPTED:

Erica Eklov, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of the City of Portage, Michigan, Kalamazoo County, held on the 9th day of January, 2024, the original of which is in the official proceedings of the City Council.

Erica Eklov, City Clerk

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

Approved as to Form:
Date: _____
By: _____
City Attorney

EXHIBIT A

**CITY OF PORTAGE
NOTICE OF HEARING ON THE ESTABLISHMENT OF
INDUSTRIAL DEVELOPMENT DISTRICTS NO. 95, 96, 97, 98, 99 AND 100
UNDER ACT 198 OF P.A. 1974**

PLEASE TAKE NOTICE that on the 9th day of January, 2024, at 7:30 p.m. or as soon thereafter as may be heard, a public hearing will be held at the City Hall in the City of Portage, Michigan for the establishment of an Industrial Development District under Michigan Act 198 of P.A. 1974.

PLEASE TAKE FURTHER NOTICE that said district is commonly described as properties zoned for industrial use in the City of Portage, Michigan, and more particularly described as follows:

See attached map as Exhibit B.

Any resident or taxpayer of the City or other interested person shall have the right to appear and be heard at said hearing.

Dated: _____, 2024

Erica Eklov, City Clerk

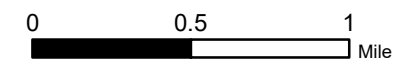


PA 198 - IDD Boundaries

- District Number
- 1 Active Industrial Tax Abatements
 - 1 Industrial Development District
 - Proposed Industrial Development District

District	Parcel #	Current Owner	Address
1-48	00012101C	MANN+HUMMEL AUTOMOTIVE INC	6700 S SPRINKLE RD
3	000010820	SUMMIT POLYMERS, INC.	3140 E KILGORE RD
4	000281500	EATON FILTRATION, LLC	9151 SHAVER RD
5	00003055A	KALAMAZOO COUNTY STATE BANK	5260 LOVERS LN
8	000260600	SFE PROPERTIES, LLC	9718 PORTAGE RD
9	000280400	BETTEN, RONALD J - TRUSTEE	9340 SHAVER RD
10	00029220B	OCME, LLC	1821 VANDERBILT AV
11	000010370	WILSON, GERALD TRUST	5088 MEREDITH ST
14	000120900	3700 MILHAM, LLC	3700 E MILHAM AV
15	00021181B	WAL-MART STORES, INC	8350 SHAVER RD
16	007200040	WMH FLUIDPOWER, INC	862 LENOX AV
18	06480085E	1901 ROMENCE LLC	1901 ROMENCE RD PY
20	00021045B	W L MOLDING CO	8212 SHAVER RD
21	06420016H	PORTAGE CENTRE PLAZA LLC	129 W CENTRE AV
22	000120860	PROJECT RE LLC	3900 E MILHAM AV
23	000103700	GIESKE, VICTOR & JESSICA	6666 LOVERS LN
27	000010860	ELJON REALTY, LLC	3737 E MILHAM AV
29	000131000	SANDMEYER II, JOHN C TRUSTEE	7600 S SPRINKLE RD
30	00021331A	LEVANNES, INC	8840 PORTAGE INDUSTRIAL DR
31	000010150	BEA-REAL, L.L.C.	3700 E KILGORE RD
32	00013095B	BUSINESS ONE USA	7700 S SPRINKLE RD
33	000163800	NASH GREENHOUSES, LLC	1028 SCHURING RD
34	000010870	NORTH AMERICAN COLOR, INC	5960 S SPRINKLE RD
35	000010870	NORTH AMERICAN COLOR, INC	5960 S SPRINKLE RD
37	00013086A	PIENTA, ANTHONY J & B J	7910 S SPRINKLE RD
38	000010880	NORTH AMERICAN COLOR INC	3901 E MILHAM AV
39	000103550	MGL HOLDINGS, LLC	6742 LOVERS LN
40	00012107A	STRYKER CORP	6300 S SPRINKLE RD
41	00012116A	SPRINKLE ENGINEERING BUILDING, LL	6615 S SPRINKLE RD
42	000130960	BUSINESS ONE USA	7670 S SPRINKLE RD
43	000103560	FAWLEY & SON, LLC	6732 LOVERS LN
45	00013076A	K PAUL PROPERTIES, LLC	3921 E CENTRE AV
46	00028092A	J RETTENMAIER USA, LP	1615 VANDERBILT AV
1-48	000121050	MANN+HUMMEL AUTOMOTIVE INC	6400 S SPRINKLE RD
50	000213100	LIBERTY DEVELOPMENT	8631 PORTAGE INDUSTRIAL DR
52	00021185A	MEUER INC	8850 SHAVER RD
53	00012117A	BOWERS MANUFACTURING CO	6565 S SPRINKLE RD
55	000290010	FEMA CORPORATION	1716 VANDERBILT AV
56	00012115C	SUMMIT POLYMERS INC	6715 S SPRINKLE RD
57	064400020	COMMERCIAL PROPERTIES PARTNERS	4169 COMMERCIAL AV
58	06442009B	IPTV-B-C31, LLC	4570 COMMERCIAL AV
59	00028090B	INTERFIBE MFG LIMITED PARTNERSHIP	1659 VANDERBILT AV
61	00013020D	HOWARD PRINTING CO	7419 S SPRINKLE RD
62	000010870	NORTH AMERICAN COLOR, INC	5960 S SPRINKLE RD
63	00012070B	STRYKER CORP	4100 E MILHAM AV
67	064430110	S/B LANDQUEST, LLC	6292 AMERICAN AV
68	00012115H	KALAMAZOO QUALITY WAY ONE, INC	6859 QUALITY WA
69	000181570	ANGLING PARTNERS, LLC	8001 ANGLING RD
70	06442010A	BICKINGS, TIMOTHY P & D A	4481 COMMERCIAL AV
72	00012080R	SUMMIT POLYMERS INC	4750 EXECUTIVE DR
73	000294300	SHAVER OAKS PROPERTIES	9821 OAKLAND DR
74	00012001A	COLONIAL ENGINEERING, INC	6400 CORPORATE AV
76	00021335A	SPONTELLI, MICHAEL & L	8785 PORTAGE INDUSTRIAL DR
77	00012115W	HUSKER HOLDINGS LLC	6700 QUALITY WA
78	00012115X	KC EAGER LLC	6710 QUALITY WA
79	00028092A	J RETTENMAIER USA, LP	1615 VANDERBILT AV
81	00014001B	PHARMACIA & UPJOHN COMPANY	7171 PORTAGE RD
82	00024075A	STRYKER CORP	3800 E CENTRE AV
83	00012070B	STRYKER CORP	4100 E MILHAM AV
85	00028152A	IMPACT FOODS, LLC	9229 SHAVER RD
86	00028005G	R.L. GOOCH HOLDINGS LLC	9185 PORTAGE INDUSTRIAL DR
87	00012115H	KALAMAZOO QUALITY WAY ONE, INC	6859 QUALITY WA
88	00012119C	HARLEY INVESTMENT CO	6740 QUALITY WA
89	00028152A	IMPACT FOODS, LLC	9229 SHAVER RD
90	00011010I	KENCO	6501 PORTAGE RD
91	00014001C	PHARMACIA & UPJOHN COMPANY	7171 PORTAGE RD
92	000110250	STRYKER CORP	6520 PORTAGE RD
93	000281450	MIDWEST PROPERTIES, LLC	9031 SHAVER RD
94	00003155B	IPUSA PORTAGE 1, LLC	801 E MILHAM AVE

Districts #: 2,6,7,12,13,17,19,24,25,26,28,36,44,47,49,51,54,60,64,65,66,71,75,80 and 84 intentionally omitted. These districts no longer exist.



Date: 11/30/2023

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Replacement of Police Body Worn Cameras and In Car Video Systems

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

ACTION RECOMMENDED: Approve the purchase of Body-worn Cameras and In-car Video Systems at a cost of \$814,778.82 from Axon Enterprise, Inc. utilizing Sourcewell Cooperative Purchasing Agreement #010720-AXN, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

For many years, the Portage Department of Public Safety - Police Division has employed in-car video systems (ICV) and body-worn cameras (BWC) to record interactions with the public. The integration of BWCs and ICVs not only enhances evidence collection but also serves to bolster officer performance and accountability. Moreover, these technologies contribute to heightened agency transparency by documenting interactions between law enforcement officers and the public. Beyond their evidentiary value, BWCs and ICVs play a crucial role in expediting the investigation and resolution of complaints and incidents involving officers, thus fostering a more accountable and transparent law enforcement environment.

In September 2016, City Council approved the purchase of 50 Panasonic BWCs. At that time, the Panasonic BWC was the only model identified as being compatible with the existing in-car system and capable of producing a single record of data captured on both devices. State law dictates the length of time that video is retained. On-premise storage is currently used to retain video captured with BWCs and ICVs, which requires maintenance and replacement in order to accommodate the ever-increasing amount of video evidence required by law.

The approved FY 2023–2024 Capital Improvement Program budget includes funding for the replacement of Police Division BWC equipment and ICV systems. During an extensive evaluation and demo of multiple products, the AXON system was determined to be clearly superior, meet all of our requirements, and address deficiencies with the current system. The review team included members of the Police Division (end-users), as well as members of Technology Services, all of whom indicated that AXON was clearly a superior product comparatively.

Some of the differences that make AXON the superior choice include:

- AXON's upfront pricing includes a hardware refresh in years three and five of the contract which would keep the department's technology updated at all times through the term of the contract.
- AXON A.I. Powered Auto-Redaction allows for automatic redaction of video when fulfilling FOIA and other requests, reducing personnel costs.

- AXON Auto-tagging allows the system to tie into the department's CAD/RMS system and auto-tag all video associated with a specific call.
- AXON technology allows for BWCs and ICVs to be automatically activated when an officer draws their weapon or Taser. This is beneficial in quickly evolving and highly dynamic situations in which an officer needs to address a threat and does not have time to activate his or her BWC. The current vendor's system does offer this capability; however, it would cost \$27,000 more than the AXON system for the same feature.
- AXON is the sole-source provider of its systems. The current vendor sells its hardware through a third-party vendor and then provides the technical support for the system.
- AXON has the proven capability of sending multiple video links electronically to fulfill the needs of the Prosecuting Attorney's Office, FOIA requests, and the media, which reduces the amount of time and materials needed. The current system can only send one video at a time, consistently has issues, and increases the amount of time it takes to fulfill 3rd party requests.
- AXON's pricing includes the ability to ingest all 3rd party video into one convenient Evidence Management System. This includes video from RING or similar home video systems, business video, video provided by other police agencies, video taken on cell phones, etc. The AXON system compiles all the video into one file under the assigned case number, allowing for ease of management. The current system does not have this capability.

In comparing the cost of AXON to the cost of updating the current system, absent of the deficiencies the Panasonic system currently presents, the following was discovered:

1. To update the current system and maintain "on-premise" storage of video is estimated to cost approximately \$488,000. However, at the current rate of video storage, additional server space and maintenance will be required by FY 2027-2028 in the amount of at least \$200,000, resulting in a 5-year cost of approximately \$688,000. It should be noted that while the current system can ingest 3rd party video storage, this would require an additional burden on the "on-premise" storage capabilities, leading to increased costs. For that reason, this much-needed function is not currently being used.
2. To update the current system to a "cloud-based" option would increase the Panasonic price to an estimated \$724,085. This would be for BWC/ICV only.
3. A 5-year contract for AXON will cost \$814,778.82. However, this system addresses the deficiencies of the current system and includes the numerous advantages noted above, which include far superior auto-redaction capabilities leading to reduced personnel hours, auto-tagging of all videos, and especially 3rd party video storage.

It should be noted that the Kalamazoo County Sheriff's Office currently utilizes the AXON system and has been extremely pleased with its performance. The Kalamazoo Department of Public Safety and Kalamazoo Township Police Department are currently evaluating their systems and are expected to transition to AXON in the coming months.

Twenty-three (23) proposals were received for this Sourcewell Contract #010720, all of which were meticulously evaluated by an expert evaluation committee. Only four (4) contracts were awarded, making this a highly competitive cooperative contract. Public Safety has confirmed that the pricing is in line with the cooperative agreement. Additionally, while the Sourcewell contract provides a 1% discount, AXON has also provided an additional 9% discount if the contract is signed before December 31, 2023,

resulting in a \$139,000 savings for the City of Portage. Furthermore, this purchase can be spread equally over the duration of the five-year contract at 0% interest, resulting in an annual cost of \$162,955.78 over five years.

Therefore, it is recommended that City Council approve the purchase of Body-worn Cameras and In-car Video Systems at a cost of \$814,778.82 from Axon Enterprise, Inc. utilizing Sourcewell Cooperative Purchasing Agreement #010720-AXN, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

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

Attachments: 1. Axon Quote Q-525470-45231.774KH



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-525470-45231.774KH

Issued: 11/01/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 03/15/2024

Account Number: 109591

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-7810 Shaver Rd 7810 Shaver Rd Portage, MI 49024-5159 USA	Portage Police Dept. - MI 7810 Shaver Rd Portage MI 49024-5159 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Nicholas Arnold Phone: 269-329-4567 Email: armoldn@portagemi.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$814,778.82
ESTIMATED TOTAL W/ TAX	\$814,778.82

Discount Summary

Average Savings Per Year	\$27,974.18
TOTAL SAVINGS	\$139,870.88

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$162,955.78	\$0.00	\$162,955.78
Feb 2025	\$162,955.76	\$0.00	\$162,955.76
Feb 2026	\$162,955.76	\$0.00	\$162,955.76
Feb 2027	\$162,955.76	\$0.00	\$162,955.76
Feb 2028	\$162,955.76	\$0.00	\$162,955.76
Total	\$814,778.82	\$0.00	\$814,778.82

Quote Unbundled Price:	\$954,649.70
Quote List Price:	\$905,348.30
Quote Subtotal:	\$814,778.82

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	23	60	\$223.17	\$204.74	\$190.75	\$263,235.00	\$0.00	\$263,235.00
BWCamTAP	Body Worn Camera TAP Bundle	60	60	\$39.13	\$32.50	\$30.87	\$111,132.00	\$0.00	\$111,132.00
A la Carte Hardware									
100681	SIGNAL SIDEARM SENSOR	60			\$249.00	\$199.20	\$11,952.00	\$0.00	\$11,952.00
H00001	AB4 Camera Bundle	60			\$849.00	\$798.06	\$47,883.60	\$0.00	\$47,883.60
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$1,556.96	\$10,898.72	\$0.00	\$10,898.72
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	60	60		\$9.76	\$9.27	\$33,379.20	\$0.00	\$33,379.20
73682	AUTO TAGGING LICENSE	60	60		\$9.76	\$9.27	\$33,379.20	\$0.00	\$33,379.20
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	60		\$26.04	\$21.35	\$76,870.20	\$0.00	\$76,870.20
100165	UNLIMITED 3RD-PARTY STORAGE	60	60		\$31.46	\$29.89	\$107,593.20	\$0.00	\$107,593.20
ProLicense	Pro License Bundle	21	60		\$42.31	\$38.03	\$47,911.50	\$0.00	\$47,911.50
BasicLicense	Basic License Bundle	51	60		\$16.27	\$8.13	\$24,862.50	\$0.00	\$24,862.50
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$2,850.00	\$2,850.00	\$0.00	\$2,850.00
85144	AXON STARTER	1			\$9,950.00	\$9,452.50	\$9,452.50	\$0.00	\$9,452.50
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60	60		\$9.76	\$9.27	\$33,379.20	\$0.00	\$33,379.20
Total							\$814,778.82	\$0.00	\$814,778.82

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	60	02/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	02/15/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	66	02/15/2024
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	66	02/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	02/15/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	7	02/15/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	7	02/15/2024
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	23	02/15/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	23	02/15/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	23	02/15/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	23	02/15/2024
Fleet 3 Basic + TAP	72049	FLEET SIM INSERTION, TMO	23	02/15/2024
A la Carte	100681	SIGNAL SIDEARM SENSOR	60	02/15/2024
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	62	08/15/2026
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	62	02/15/2029
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	23	02/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	51	03/15/2024	03/14/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	51	03/15/2024	03/14/2029
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	23	03/15/2024	03/14/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	46	03/15/2024	03/14/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	63	03/15/2024	03/14/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	21	03/15/2024	03/14/2029
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	60	03/15/2024	03/14/2029
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	60	03/15/2024	03/14/2029
A la Carte	73682	AUTO TAGGING LICENSE	60	03/15/2024	03/14/2029
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	03/15/2024	03/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	23
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	60	02/15/2025	03/14/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	02/15/2025	03/14/2029
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	23	02/15/2025	03/14/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	23	02/15/2025	03/14/2029

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	60	\$21,518.67	\$0.00	\$21,518.67
Year 1	100681	SIGNAL SIDEARM SENSOR	60	\$2,390.40	\$0.00	\$2,390.40
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 1	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 1	73682	AUTO TAGGING LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	\$15,374.04	\$0.00	\$15,374.04
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$570.00	\$0.00	\$570.00
Year 1	85144	AXON STARTER	1	\$1,890.50	\$0.00	\$1,890.50
Year 1	BasicLicense	Basic License Bundle	51	\$4,972.50	\$0.00	\$4,972.50
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	60	\$22,226.39	\$0.00	\$22,226.39
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$52,647.00	\$0.00	\$52,647.00
Year 1	H00001	AB4 Camera Bundle	60	\$9,576.72	\$0.00	\$9,576.72
Year 1	H00002	AB4 Multi Bay Dock Bundle	7	\$2,179.74	\$0.00	\$2,179.74
Year 1	ProLicense	Pro License Bundle	21	\$9,582.30	\$0.00	\$9,582.30
Total				\$162,955.78	\$0.00	\$162,955.78

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	60	\$21,518.65	\$0.00	\$21,518.65
Year 2	100681	SIGNAL SIDEARM SENSOR	60	\$2,390.40	\$0.00	\$2,390.40
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 2	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 2	73682	AUTO TAGGING LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	\$15,374.04	\$0.00	\$15,374.04
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$570.00	\$0.00	\$570.00
Year 2	85144	AXON STARTER	1	\$1,890.50	\$0.00	\$1,890.50
Year 2	BasicLicense	Basic License Bundle	51	\$4,972.50	\$0.00	\$4,972.50
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	60	\$22,226.39	\$0.00	\$22,226.39
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$52,647.00	\$0.00	\$52,647.00
Year 2	H00001	AB4 Camera Bundle	60	\$9,576.72	\$0.00	\$9,576.72
Year 2	H00002	AB4 Multi Bay Dock Bundle	7	\$2,179.74	\$0.00	\$2,179.74
Year 2	ProLicense	Pro License Bundle	21	\$9,582.30	\$0.00	\$9,582.30
Total				\$162,955.76	\$0.00	\$162,955.76

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	60	\$21,518.65	\$0.00	\$21,518.65
Year 3	100681	SIGNAL SIDEARM SENSOR	60	\$2,390.40	\$0.00	\$2,390.40
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 3	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 3	73682	AUTO TAGGING LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	\$15,374.04	\$0.00	\$15,374.04

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$570.00	\$0.00	\$570.00
Year 3	85144	AXON STARTER	1	\$1,890.50	\$0.00	\$1,890.50
Year 3	BasicLicense	Basic License Bundle	51	\$4,972.50	\$0.00	\$4,972.50
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	60	\$22,226.39	\$0.00	\$22,226.39
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$52,647.00	\$0.00	\$52,647.00
Year 3	H00001	AB4 Camera Bundle	60	\$9,576.72	\$0.00	\$9,576.72
Year 3	H00002	AB4 Multi Bay Dock Bundle	7	\$2,179.74	\$0.00	\$2,179.74
Year 3	ProLicense	Pro License Bundle	21	\$9,582.30	\$0.00	\$9,582.30
Total				\$162,955.76	\$0.00	\$162,955.76

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	60	\$21,518.65	\$0.00	\$21,518.65
Year 4	100681	SIGNAL SIDEARM SENSOR	60	\$2,390.40	\$0.00	\$2,390.40
Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 4	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 4	73682	AUTO TAGGING LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	\$15,374.04	\$0.00	\$15,374.04
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$570.00	\$0.00	\$570.00
Year 4	85144	AXON STARTER	1	\$1,890.50	\$0.00	\$1,890.50
Year 4	BasicLicense	Basic License Bundle	51	\$4,972.50	\$0.00	\$4,972.50
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	60	\$22,226.39	\$0.00	\$22,226.39
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$52,647.00	\$0.00	\$52,647.00
Year 4	H00001	AB4 Camera Bundle	60	\$9,576.72	\$0.00	\$9,576.72
Year 4	H00002	AB4 Multi Bay Dock Bundle	7	\$2,179.74	\$0.00	\$2,179.74
Year 4	ProLicense	Pro License Bundle	21	\$9,582.30	\$0.00	\$9,582.30
Total				\$162,955.76	\$0.00	\$162,955.76

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	60	\$21,518.65	\$0.00	\$21,518.65
Year 5	100681	SIGNAL SIDEARM SENSOR	60	\$2,390.40	\$0.00	\$2,390.40
Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 5	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 5	73682	AUTO TAGGING LICENSE	60	\$6,675.84	\$0.00	\$6,675.84
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	\$15,374.04	\$0.00	\$15,374.04
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$570.00	\$0.00	\$570.00
Year 5	85144	AXON STARTER	1	\$1,890.50	\$0.00	\$1,890.50
Year 5	BasicLicense	Basic License Bundle	51	\$4,972.50	\$0.00	\$4,972.50
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	60	\$22,226.39	\$0.00	\$22,226.39
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$52,647.00	\$0.00	\$52,647.00
Year 5	H00001	AB4 Camera Bundle	60	\$9,576.72	\$0.00	\$9,576.72
Year 5	H00002	AB4 Multi Bay Dock Bundle	7	\$2,179.74	\$0.00	\$2,179.74
Year 5	ProLicense	Pro License Bundle	21	\$9,582.30	\$0.00	\$9,582.30
Total				\$162,955.76	\$0.00	\$162,955.76

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Axon to provide \$90,000 credit, contingent upon contract execution before 12/31/2023. This amount has been applied directly as a discount and will be considered fulfilled with signed agreements.

Signature

Date Signed

11/1/2023



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Crossroads Area Strategic Plan

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Approve the Crossroads Area Strategic Plan and authorize the City Manager to execute elements of this plan on behalf of the city.

Among several goals for City Council in the current fiscal year is to “Develop a strategic plan for the transition of overbuilt commercial neighborhoods in the mall area.”

Attached is a proposed plan for consideration. Three simple elements support the need for such a plan:

1. There is a surplus of commercial square footage in the South Westnedge Avenue Commercial Corridor.
2. Broad public and private collaboration is essential.
3. The time is right for city leadership and involvement.

City Council has articulated its desire for the future of this corridor to return it to a regional attraction full of jobs, tax base, and opportunity for higher-density mixed-use investment. A successful outcome will gradually unfold in the coming years and decades. The attached plan anticipates intentional, consistent, and prolonged City efforts to remove obstacles and excite private capital investment.

It is therefore recommended that City Council approve the Crossroads Area Strategic Plan and authorize the City Manager to execute elements of this plan on behalf of the city.

FUNDING: N/A

Attachments: 1. 2024 Mall Area Plan

2024 The Crossroads Area Transition Plan



The Crossroads shopping mall was a transformational commercial investment in the City of Portage when it opened in 1980. At the time, it was the only two-level mall in Michigan outside Metro Detroit. The mall created a community identity and served as the anchor for the largest shopping district in the region during the last quarter of the 20th century.

Times have changed. The market is different. Declining demand for brick-and-mortar retail and a corresponding increase in online shopping have led to many vacant mall spaces in 2023. Property values for The Crossroads and many surrounding commercial parcels have fallen in the past decade. Left to market pressures, the value and condition of the mall and surrounding neighborhoods are likely to decline further.

The City of Portage can lead an effort to attract investment to create a vibrant community node and give this stretch of South Westnedge Avenue a new beginning. This plan is an outline to follow, amend, and update in the coming years to guide the city's efforts.

The plan that follows is rooted in three truths. These truths support the city's ongoing active participation in the redevelopment of The Crossroads shopping mall and the South Westnedge Avenue Commercial Corridor.

3 Truths That Support the City's Participation

1 There is a surplus of commercial square footage in the South Westnedge Avenue Commercial Corridor.

2 Broad public and private collaboration is essential.

3 The time is right for city leadership and involvement.

Future actions to attract investment in the The Crossroads area will be guided by the above elements.

The Crossroads Area Transition Six Point Plan of Action

1. Discover Desired Outcomes

- » City Council
- » Planning Commission
- » Citizenry
- » Business Community
- » City Staff

2. Planning

- » Inventory existing uses
- » Conduct a detailed market analysis to establish demand
- » Enlist the best talent in the State of Michigan to help develop a land use plan that can bring about intended outcomes
- » Adopt a new Mall and Westnedge Area Plan in the Master Plan to establish the visionary goals
- » Create best practices zoning overlay

3. Tools

- » Detail existing toolbox (local, state, and federal)
- » Create new tools (local, state, and federal)

4. Connect and Collaborate

- » Develop mentors – team up with local, talented developers to seek ongoing, real-time advice
- » Establish consistent dialogue with all existing owners to ensure clear, routine communication

5. Market

- » Create communications plan
- » Attract developers and investors

6. Compliance

- » Consistently enforce all codes to ensure public safety at mature properties

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Boards and Commissions Interviews

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Set a Special Meeting on Tuesday, January 23, 2024, beginning at 5:30 p.m., to interview Board and Commission applicants.

The City of Portage relies upon citizen participation on many Boards and Commissions that help to serve the community. The advice received from these groups assists the City Council and City Administration in making Portage *A Natural Place to Move!* These citizens provide the talent and experience needed to meet the community's diverse challenges. Interviews of Board and Commission applicants are performed each year in January, May and October.

Per the City Council Policy for Appointments to Citizen Advisory Boards, Council will interview applicants to fill vacancies on the following Boards and Commissions. As Council will recall, there were also several vacancies unable to be filled at the prior interview session in October. Those vacancies have also been included in the list below.

Board of Review	6 expiring terms
Economic Development Corporation/Tax Increment Finance Authority and Brownfield Redevelopment Authority	2 expiring terms, 1 vacancy
Environmental Board	1 vacancy
Historic District Commission	4 expiring terms
Senior Citizens Advisory Board	1 vacancy (alt.)
Zoning Board of Appeals	1 vacancy, 1 vacancy (alt.), 1 expiring term (alt.)

As such, it is recommended that the City Council set a Special Meeting on January 23 beginning at 5:30 p.m. to interview applicants for these Boards and Commissions.

FUNDING: Not Applicable

Attachments: 1. Draft Agenda

Board and Commission Interviews

January 23, 2024

Board of Review	6 expiring terms	One-year terms, expiring January 31. Members meet during the second Monday, Tuesday, Wednesday, Thursday, and (as needed) fourth Tuesday in March, the Tuesday following the third Monday in July, and Tuesday following the second Monday in December.
Economic Development Corporation/Tax Increment Finance Authority and Brownfield Redevelopment Authority	2 expiring terms and 1 vacancy	Six-year terms, expiring December 31. Nine members, meetings when called at Portage City Hall.
Environmental Board	1 vacancy	Three-year terms expiring October 1. Nine members, meetings the second Wednesday of every month at 7 p.m. at Portage City Hall.
Historic District Commission	4 expiring terms.	Three-year terms, expiring December 31. Nine members, meeting on the first Wednesday of every month at 8:30 a.m. at Portage City Hall.
Senior Citizens Advisory Board	1 vacancy (alternate)	Three-year terms expiring October 1. Nine members, meeting the third Wednesday of every month at 2:30 p.m. at the Portage Zhang Senior Center.
Zoning Board of Appeals	1 expiring term (alternate), 1 vacancy, 1 vacancy (alternate).	Three-year terms, expiring February 28. Seven members, meeting the second Monday of every month at 7:00 p.m. at Portage City Hall.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Human Services Board Vacancy

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Appoint Julie Pryor to a term on the Human Services Board ending October 1, 2024.

On October 3, 2023, the City Council interviewed Julie Pryor as an applicant for the Human Services Board (HSB). Due to the limited number of open seats, Ms. Pryor was instead appointed to the Local Officers Compensation Commission (LOCC) but encouraged to attend HSB meetings as a member of the public.

With the recent vacancy on the HSB as a result of Councilmember Young's election, staff have reached out to Ms. Pryor who expressed interest in serving on the HSB, and is willing to resign from the LOCC. Due to the short length of time between Ms. Pryor's interview and the vacancy, and that the HSB works best when working with a full roster, it is recommended the City Council appoint Ms. Pryor to the HSB for a term ending October 1, 2024, without waiting until the next round of board and commission interviews.

FUNDING: N/A

Attachments: 1. Pryor App

Minutes of Boards & Commissions

City of Portage Environmental Board
Minutes for the Meeting on October 11, 2023

Members present: Lauren Tompkins, Wendy Pennell, David Moe, David Lancaster, Thomas Schaffer, Jerry Kroehn, Jason Beasley, Deirdre Courtney, Kylar Chandler (ex officio)

Guests: N/A

7:13 p.m. Meeting called to order.

7:13: No public comment

7:13: Approval of September 2023 Meeting Minutes

- Clarification south on length of recommended training (1 hour)
- Motion to approve the September minutes made by David L., seconded by David M.
Motion passed (6 ayes; 2 abstain)

7:25: Update on Board Commission Training Dates

City administration to provide resources to give parliamentary procedures to facilitate meetings and outline expectations of decorum.

- The meeting is scheduled for December 12th from 5:00 PM to 7:00 PM. All boards are to take part in the training.
 - Kylar to check whether the event will be live-streamed.
 - The board suggests recording training and storing it as a part of future member onboarding.

7:31: Update on Letter to Council regarding Green Space and Celery Flats

- The letter is not yet drafted.
- The land value likely exceeds available resources for strategic acquisition funds. Discussions on using an alternative fund for environmental protection, but much uncertainty about where funds would originate.
- Discussion on reaching out to Southwest Michigan Land Conservancy (SWMLC) for assistance on the value of land and actions the board may consider.
- Motion: Form a sub-committee to reach out to SWMLC for assistance (David L.) and seconded (Lauren) [Motion Passes 7 ayes, 1 present]
 - Sub-Committee Formed: David L., Lauren, Thomas, Joe
 - Will hold the first meeting immediately following the monthly meeting.

7:54: Green Week Discussions / Ideas

- Lauren provides historical context: Per a prior suggestion, a subcommittee was formed to discuss ideas for Green Week. Ideas were originally slated for submission to the City by September. It was recommended to review previous parks' catalogs and bring

recommendations to the board to facilitate conversation. The subcommittee was unable to present a plan.

- Board discussion on what is feasible given time constraints (a single day or a whole week of events)
 - A catalog of events may already have been sent to print. Kylar to provide information.
- Motion: Reconstitute a subcommittee to bring green-a-thon ideas to the board (Thomas) and seconded (Deidre) [Motion passes 8 ayes]
 - Subcommittee: Wendy, Joe, Lauren, David L., Jerry
 - Subcommittee to convene prior to next meeting.

8:15: Discussion regarding open items and agenda items for next meeting

- Elections to be held.
- A drafted letter of board accomplishments and priorities is to be presented (Thomas).
- Prior to the board meeting, members should review the policies and processes in Article II.
- Subcommittee Update: Green week
- Subcommittee Update: SWMLC

8:27: Motion to adjourn (David), seconded (Jason) [Motion passes 8 ayes]

City of Portage Senior Citizens Advisory Board

MINUTES: October 18, 2023

Location: Portage Zhang Senior Center

ATTENDANCE: Sharon White, Larry Smith, Joan Stommen, Karl Hokenmaier, John Lobo, Jean Balazs, Art Roberts, Vince

Absent Excused: Linda Zoeller, Trudy Riker

Absent Un-excused:

Guests: Dan Gabriel

Staff: Kim Phillips

Vice Chairperson Larry Smith called the meeting to order at 2:30 PM.

Art motioned to approve the minutes from 9/20/2023 meeting as published; Vince seconded the motion. Motion carried.

Larry introduced Vince, a new Advisory Board member.

Travel Program, Art Roberts:

- Art passed out a list of scheduled trips for the remainder of 2023 and for 2024. For November 2023, only the winery trip has available spots.
- Other trips have wait lists.

Legislative Update, Art Roberts:

- Christine Morse Coffee Hour on 10/27/2023, 10:30 AM to 12:00 PM at PZSC.
- State of Michigan is considering improving Auto No-Fault Insurance coverage for family and formal caregivers.
- SW Michigan First – October 6 morning coffee attended by Sean McCann, Julie Rogers, Dick Fuller, Jeff Getting and Meredith Place; May become monthly or every other month event.

Friends of PSC Board Update, Kim Phillips:

- Upcoming elections for Friends of PSC leadership; some longer serving members will rotate out.
- Scheduled dates for Pickleball tournament, Golf Outing and Purse Sale.
- Finances are in a good state.
- Sending mail fund-raising appeal in November.
- Donor appreciation event in mid-November.
- Moved extra funds to a CD.
- Purse Sale raised \$13k in revenue.

Youth Advisory Board:

- The status of participation is unclear.

Manager's Report/Program Updates, Kim Phillips:

- The Murder Mystery Dinner on November 4 is maxed at 72 reservations with 5 people on a waiting list.
- Kim shared financial reports.
- Samantha moved into the part-time administrator position.
- Posting an Afternoon Registrar position.
- Posted a full-time administrator position – lots of applicants.
- Kim notified the PSC Advisory Board of feedback concerning PZSC members being placed on waiting lists for various programs. The PZSC staff is aware of the situation and tries to increase programming whenever possible but is limited by facilities and staff capacity. Staff burnout is a concern whenever new programming is added.
- Partnering with Bronson, Borgess and the Parkinsons Association to develop programs for people with Parkinsons disease. Classes are limited to 12 participants due to the nature of hands-on personal attention required during the sessions.
- There has been a rise in incidences of inappropriate behavior toward the PZSC staff.
- PZSC management emailed a reminder to members that harassment of staff is not acceptable or tolerated. The Membership Manual defines disciplinary actions that the PZSC may take in such cases.
- The PZSC is redefining the role of the Volunteers and Recurring Programs Administrator since Julie VanderNoot's departure.
- Holiday Bazaar on December 4. Up to 35 vendors have signed up. Cross promoting with PNHS' Holiday Bazaar on the same day.

Building Updates, Kim Phillips:

- The building is 18 months into 2-year warranty. Looking to repair as many items as possible prior to warranty expiration.
- Overflow parking has been a significant improvement.
- The PZSC facility is under consideration as a future location for the Farmers' Market.

Dementia Friendly Community Update (Kim Phillips):

- 24 participants attended the first Memory Café on October 11 in PZSC. The event was well received. Feedback was very positive.
- Planning to bring a different dementia specialist each month.

New Business (Kim Phillips):

Financial Update

- Kim distributed financial reports to the Advisory Board.
- Self-funding contributions from PZSC have steadily increased during the past 10 years, with exception of the Covid pandemic years.
- Last year's self-sufficiency level was 79%. The goal for PZSC is to be 60% self-funded.

- The trend for the current fiscal year indicates that the self-funding goal will be exceeded.
- Trips revenue netted \$54k; this year's goal was \$30k.
- Security cameras will be installed over the reception desk and in the Fitness Center.
- Mirrors were installed in front of the reception desk to allow the receptionist to observe the hallway; in Kim's office and in the Trips office so that office occupants can see if anyone is entering the offices.

Activities Reminders:

- November Mystery Dinner on Nov 4.
- Holiday Bazaar on Nov 4.
- The Nov/Dec newsletter is in printing.
- Brian McLure Holiday performance on Nov. 29.
- Elvis Holiday Concert on Dec. 13.

Citizens Comments:

- Dan asked if members are informed of the high demand for programs and wait list situations as well as PZSC actions or plans to address it. Kim stated that the staff is preparing communications to the membership. The new Membership Manual will also be updated with the PZSC policy and procedures for registering.
- Dan asked how PZSC typically handles cases of harassment of the staff. Kim explained that the staff are instructed to first determine what can be done to address a member's concern. If the response is not satisfactory, then the staff is to direct the member to speak with Kim.

Advisory Board Comments:

- Joan mentioned that the Pickleball players will prepare suggestions to alleviate crowdedness in the court and submit them to Kim's staff.
- PSC Advisory Board objectives will be discussed during the next meeting. Kim will send out the current objectives.
- Joan asked about the requirements for becoming a member of the PSC Advisory Board or the Friends of the PSC Board. Linda stated that the City of Portage website lists the requirements for prospective volunteers to the PSC Advisory Board. For the Friends Board, anyone can apply at www.friendspsc.org

Time Adjourned: 3:12 PM

Next meeting: November 15, 2023

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Accessory Dwelling Unit Ordinance Amendment

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Subsequent to the public hearing, consider approving Ordinance Amendment #23/24-2 to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process.

The City Council adopted the 2022 Attainable Housing Plan to remain committed to ensuring that the housing supply in Portage is adequate to meet demand. Additionally, the Council approved its FY 2023-2024 priorities which state to "faithfully follow strategies laid out in the Portage Attainable Housing Plan," and also call for "improvement of Zoning Ordinance to prepare and present amendments to the zoning ordinance that remove obstacles to housing affordability." The proposed 'Accessory Dwelling Unit' ordinance amendment helps meet these goals by providing flexibility and creating standards for a new housing type.

Accessory Dwelling Units

Accessory Dwelling Units (ADU) have become a new method across the US for increasing housing opportunities and offering new housing types at a neighborhood 'in-fill' level. Generally, an ADU is a small attached/detached fully separated living unit having its own kitchen, bathroom, and bedroom. These are sometimes called 'Grannyflats', Mother-in-law Suites, Coach House, etc. This housing type is not entirely new but has become more popular in the past several years.

Purpose

ADUs are being used for a variety of reasons, such as allowing aging or family members with a disability to live partially independently but remain near family members. They can be used as a general rental unit to help offset the mortgage on the primary home or generate additional income. ADUs can be used by grown children of the primary homeowner as a lower-cost rent, allowing the person to save for their own future home or other reasons.

Design & Location

ADUs are located on the same property as a primary home and are designed to be smaller than the primary home and are an 'accessory' in overall scale. ADUs can be attached to the house and blended into it, or a detached building with unique or similar architectural style siding and trim. There are a variety of ways to design an ADU. An attached illustration depicts the many ways ADUs can be located.

Things to Consider

ADUs can increase some externalities, such as additional parking needs, adding traffic related to the new unit, increasing noise or activity levels, and other impacts when adding another building with housing within a neighborhood. To help reduce those, a variety of design standards and restrictions can be

established. Further, having policing power at local levels can also address nuisances, parking issues, and more.

Historic Portage ADUs

Through staff research, there may be 20+ properties that have an ADU that had been constructed under prior city codes or during the former Township period. These would need to be individually inspected to determine if the second living space has independent living quarters to be considered an ADU. Likely, some of these would not be considered fully independent dwelling units.

ADUs in Michigan

Staff researched over a dozen Michigan communities, such as the City of Kalamazoo, City of Ann Arbor, Grand Rapids, Traverse City, City of Grand Haven, City of Holland, etc. which allow ADUs and have established standards with various limitations. Common standards include having a maximum ADU size and height, disallowing/limiting short-term rental use of ADUs, limiting ADUs to residential zoning districts, and limiting one ADU per parcel. Staff have attached a summary of ADU restrictions for those communities as comparison information.

National Organization Support

The American Association of Retired Persons (AARP) [supports ADUs as a way to provide additional housing options](#). Further, AARP lists unique purposes of ADUs, such as a place for a caregiver to stay, feeling safer by having someone living nearby, and providing housing for relatives or a friend.

Ordinance Amendment Process

The ordinance amendment process involving zoning code amendments provided under [Section 42-651](#) requires a public hearing during Planning Commission and City Council meetings. The Commission will consider the proposed amendment, evaluate it for consistency with adopted city plans, impact on neighborhood conditions, and provide a recommendation to the City Council. After a public hearing during a Council meeting, the Council will vote on the ordinance amendment.

City of Portage - Proposed ADU Standards

After reviewing other Michigan community ADU ordinances and discussing with other city departments, staff proposed an ADU ordinance. On October 19, 2023, the Planning Commission reviewed the proposed ordinance, held a public hearing, and voted to recommend the ordinance to the City Council.

Planning Commission – Workshops

Staff provided two workshops (July 6 and August 3, 2023) with the Planning Commission to discuss other Michigan community ADUs, and potential allowances for a Portage ADU ordinance, and to gain feedback. Public comments were also received during those workshops. The Planning Commission generally supported allowing ADUs with two suggestions: adding more flexibility in ADU size and zoning locations. In the current updated and proposed ADU ordinance (attached), staff added flexibility in ADU size. However, staff did not find it best to allow ADUs in the RM-1/2 multifamily districts because ADUs are generally conceived and thought of as an ‘accessory’ to a single-family house. Multifamily housing districts already allow multiple housing units on a property, so an ADU is not needed there. Also, if the Commission desires to increase housing in the Multifamily zoning districts, staff suggests other changes within that district could be made. Therefore, staff recommends limiting ADUs to the R-1(A-D) One Family Districts. The Planning Commission and the public asked how to address concerns about enforcing the short-term rental prohibition within the draft ADU ordinance. This

is addressed at the front end by requiring the applicant to sign an affidavit and record a Deed Restriction addressing this prohibition. Further, if a complaint is received about operating a short-term rental within an ADU, staff will contact the owner and pursue zoning enforcement procedures. The public also mentioned that many neighborhood Homeowners' Associations (HOA) may prohibit ADUs despite the city allowance. In these cases, the HOA could entirely prevent ADUs from being built within that association if the prohibition exists.

2014 Comprehensive Plan

Although the Comprehensive Plan does not specifically address ADUs, it does list the following goals and recommendations relevant to the ordinance amendment.

Goal LU1

Provide a range of housing opportunities to meet the needs and income levels of current and future residents.

Housing Options for Changing Demographics

In order for housing to be affordable for multiple income levels and family types, a balance of owner and renter-occupied units for a variety of incomes should continue to be provided. Smaller families and couples may desire alternatives to single-family detached, owner-occupied housing, such as townhomes, flats, and apartments above storefronts. Other households may choose to rent to maintain mobility. In cases where there may be a trend in renter-occupied single-family homes, the city should monitor housing quality to ensure neighborhood stability. Finally, for households looking to purchase a home, the city's housing assistance programs can make homeownership affordable and accessible for lower-income families as an alternative to renting.

Like many other communities, Portage has a growing senior population, and other demographic indicators are changing. The housing needs of seniors are an important part of the commitment to provide appropriate housing choices for all of its residents. Viable housing options should include remaining at home as long as possible, which is especially important for residents who want to stay in the neighborhoods they are most familiar with, and be near family and friends. Retrofitting existing homes to be accessible for seniors desiring to "age in place" could include ramps, wider doorways, first-floor bedrooms, and accessible bathrooms. Where "aging in place" is not feasible, special facilities, such as senior independent living, assisted living, and congregate care, are other important housing options to be provided within the community.

Future Land Use Map

The Master Plan provides a Future Land Use Map consisting of land use classifications such as 'Medium Density Residential' or 'Local Business Nodes'. These classifications are similar to zoning districts but act as recommended policies that support or maintain a certain density or intensity of development. An ADU may be compatible with the classifications of 'Low-Density Residential' and 'Single Family Detached-Medium Density Residential' depending on the built environment of the neighborhood.

Planning Commission Public Hearing

On October 19, 2023, the Planning Commission discussed Ordinance Amendment #23/24-2: Ordinance to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process. No public comments were received at the public hearing. The Planning Commission determined no further discussion was needed and voted to close the public hearing. After careful consideration, the

Planning Commission voted 8-0 (unanimously) to recommend to the City Council the approval of Ordinance Amendment #23/24-2.

It is therefore recommended that City Council approve Ordinance Amendment #23/24-2 to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process, subsequent to the public hearing.

FUNDING: Not Applicable

Attachments:

1. Proposed Codified ADU Ordinance Amendment
2. ADU Frequently Asked Questions
3. Other Michigan Communities Allowing ADUs
4. ADU Design Illustrations
5. Planning Commission Transmittal Letter
6. Planning Commission meeting 2023.10. 19 Minutes

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN**

**BY AMENDING ARTICLE 4 ZONING, OF
CHAPTER 42, LAND DEVELOPMENT REGULATIONS,**

THE CITY OF PORTAGE ORDAINS:

That Chapter 42 shall be amended as follows:

ARTICLE 4. ZONING, DIVISION 2 DEFINITIONS.

Sec. 42-112. – Definitions *shall be amended as follows, to add a new definitions for Dwelling, Accessory Unit (ADU) and Short-term rental, dwelling:*

Dwelling, Accessory Unit (ADU): is an attached or detached separate dwelling unit independent from but located on the same parcel or zoning lot as a principal residence. The ADU provides for living, sleeping, cooking, and bathroom facilities.

Short-term rental, dwelling: is a dwelling that is leased or rented for a period of 30 days or less.

All other parts of Section 42-112 remain unchanged.

ARTICLE 4. ZONING, DIVISION 4 ZONING DISTRICT AND DISTRICT REGULATIONS

Sec. 42-181. – Principal Permitted Uses *shall be amended by adding new subsection I, which shall read as follows:*

- I. Accessory dwelling units, in accordance with the provisions of section 42-184.

All other parts of Section 42-181 remain unchanged.

ARTICLE 4. ZONING, DIVISION 4 ZONING DISTRICT AND DISTRICT REGULATIONS

Sec. 42-184. – Reserved, *shall be amended to read as follows:*

Section 42-184 Accessory Dwelling Units

It is the intent of this section to allow for Accessory Dwelling Units (ADU's) upon properties within One Family Residential zoning districts to allow homeowners to have a supplemental source of income with a long-term tenant, as well as other nontangible benefits to older residents, such as companionship or a live-in caretaker. It is recognized that ADUs provide an opportunity for affordable housing for family members to reside nearby with independence. It is further recognized that appropriate limitations are necessary so that ADUs are compatible and harmonious within residential neighborhoods.

1. The following provisions shall apply to all ADUs:
 - A. An ADU may only be established on a parcel with a single family dwelling on it and located in a One Family Residential district.
 - B. Not more than one ADU may be established on a single parcel or zoning lot.
 - C. Not less than 150 square feet of sleeping area shall be provided per occupant of the ADU, and no more than two bedrooms.
 - D. An ADU shall not be smaller than 500 square feet and no larger than 900 square feet, but in no circumstances shall it exceed the total square footage of the principle dwelling.
 - E. An ADU shall be furnished with its own kitchen, full bathroom, and sleeping area.
 - F. The principal residence and ADU shall share the same vehicular access to the parcel.
 - G. Short term rentals (30 days or less) shall not be permitted for either the ADU or principle residence.
 - H. ADU must have their own means of egress from the exterior or from a common hallway within a single building.
 - I. At least one on-premise dedicated improved surface parking space shall be provided for the ADU.
 - J. The ADU cannot be sold separately from the primary dwelling, which shall be addressed pursuant to subsection 3 of this section.
 - K. Lot coverage maximums of underlying zoning district shall apply.
 - L. The property owner shall live in either the ADU or principal residence, which shall be addressed pursuant to subsection 3 of this section.
 - M. The ADU shall be connected to public sewer and water supply systems, or to private facilities for potable water and disposal of sewage approved by the city.
 - N. The ADU unit shall comply with all applicable building, electrical, plumbing, fire, energy and other similar codes which are or may be adopted by the city, and with applicable federal or state standards or regulations for construction. Appropriate evidence of compliance with these standards or regulations shall be provided to the building inspector. The following life/ safety aspects apply:
 1. All attached ADUs shall have smoke detectors and carbon monoxide detectors interconnected with those in principal dwelling; if separate, the common wall separating the ADU from the principal dwelling shall consist of a 1-hour fire rated wall.
 2. ADU occupants shall have access to utility shut-off elements, including electricity, gas, and water.
 - O. Shall be subject to the minimum front and side yard setbacks of the underlying zoning district. The rear yard setback shall meet the minimum side yard setback for the underlying zoning district.
 - P. Prior to occupancy of the ADU, the Community Development shall issue a Certificate of Occupancy indicating compliance with all applicable requirements and inspections.
2. The following provisions shall apply to detached ADUs:
 - A. The maximum height shall not exceed the height of the principal dwelling, except after a public hearing the height may be increased if the planning commission determines harmonious relationships and to minimize conflicts between adjacent uses. The commission shall consider the proposed characteristics of the building in relation to existing land uses and to the future land uses as shown in the comprehensive plan. The

- commission may attach requirements to such accessory building and use when it deems necessary to avoid or mitigate adverse impacts on surrounding properties.
- B. Mobile homes, shipping containers, trailers on wheels, tree houses, or any other unit not on a permanent foundation shall not be considered an ADU.
 - C. Shall be firmly attached to a permanent continuous foundation which complies with applicable provisions of the adopted building code.
 - D. Exterior design of an ADU shall be compatible with existing residences. Consistent with primary dwelling and in harmony with the character and scale of the surrounding neighborhood.
3. Applications for an ADU shall be made to the Department of Community Development and shall consist of the following but not limited to:
- A. Plot plan (scaled drawings) showing the following:
 - 1. Location of all existing and proposed structures on the property.
 - 2. Setbacks of the proposed ADU from all property lines and structures.
 - 3. Designated parking area for the ADU and principal residence.
 - 4. Elevation drawings, where necessary.
 - B. Floor plan, elevations, and building plans showing the following:
 - 1. Kitchen, bathroom, sleeping area, entry stairs, and gross square footage,
 - 2. Connecting wall or floor to the principal residence, where necessary
 - 3. Elevations including windows, doors, porches, walls, and other exterior features.
 - C. A Deed Restriction by the owner of record acknowledging the following:
 - 1. One of the two dwelling units will be occupied by the property owner,
 - 2. The ADU cannot be sold separate from the principal residential unit.
 - D. An affidavit by the owner of record indicating the following:
 - 1. Which of the two dwelling units will be occupied by the owner of record.
 - 2. All ADU standards of the City of Portage shall be adhered to.

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

Patricia M. Randall

APPROVED AS TO FORM
DATE 10/26/2023
Joan Tholl
CITY ATTORNEY

CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO ')

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2023.

Erica Eklov, City Clerk

Accessory Dwelling Units

Frequently Asked Questions

1. Can I rent out my ADU or the primary house?

Yes. Only one of them can be rented, and can only be a long-term rental. Short-term rentals are prohibited within Portage.

2. Can my grown child live in the ADU?

Yes. Family members and non-family members may live in the ADU.

3. Is the ADU required to be connected to utilities (i.e. sewer, water, electricity, gas)?

Yes. The ADU will be required to connect to public sewer and water utilities, if available; or connect to private water and sewer utilities. It must also connect to electricity; gas may be an option if desired by property owner/ applicant.

4. Will my property taxes increase with the ADU?

Yes. The ADU is considered a building and is a taxable improvement. Therefore, the assessed and taxable values will increase when adding an ADU.

5. If I buy a house with an ADU, do I need to register it with the City?

No. The City of Portage does not currently have a registration for ADUs. However, all ADUs must be permitted, inspected, and issued a Certificate of Occupancy for it to be legally occupied. You may contact the City to confirm the ADU has been permitted, inspected, and issued an Occupancy permit.

6. Why must the homeowner live in either the ADU or primary house?

Requiring the property owner to live in either the primary house or ADU helps address the following: ensures close proximity of care, higher degree of maintenance, helps maintain overall neighborhood occupancy, lessens possibility of significant property value fluctuation from using single-family neighborhoods as rental opportunities. Overall, this restriction helps provide balance between rentals and homeownership within single-family neighborhoods.

7. Why is the City considering to allow ADUs now?

The City Council has recently adopted new housing policies at encouraging housing growth, choices, and equity. ADUs offer an overall lower housing cost, allow the property owner to afford the overall property more easily, and allow a unique living situation for greater family/ caretaker needs.

8. Won't ADUs add more denser housing, problems with people partying, people staring into my back yard, etc.?

Overall, there is an expected lower operational use of the ADU compared to traditional houses due to the smaller ADU size. Nuisances such as loud music is currently addressed under City ordinances. Privacy concerns can be minimized through ADU site placement, ADU window/ door location, landscaping, and/ or fencing.

9. Won't ADUs create parking problems in neighborhoods and around the lakes?

No. All ADUs must have at least one on-premise parking space on an improved surface, which should be provided on a site drawing upon applying for an ADU. Where neighborhood streets allow for on-street parking, it can be used for temporary overflow parking.

10. Will ADUs be allowed everywhere?

No. ADUs must be in eligible zoning districts (R-1A thru R-1D), meet specific standards, and comply with all ADU requirements. Keep in mind of any applicable condominium HOA limitations which may prohibit additional dwelling units such as ADUs.

11. Will the ADU have its own address?

Yes, the City will assign an address for the ADU when an ADU application is submitted and approved.

12. Will ADUs be required to be in the back yard?

No. ADUs may be located in the side or front yards, so long as all yard setbacks are met.

13. Can I build several ADUs on a single lot and rent them out?

No. Only one ADU on a single lot is allowed. An ADU may be rented but only long-term.

14. Can the required parking space for the ADU be on my existing driveway?

Likely, yes. If the driveway can accommodate two parking spaces for the primary house and another parking space for the ADU, then the driveway can be used to meet the ADU's parking requirement.

15. Can I convert my garage into an ADU?

Likely, yes. The garage must be converted to living space meeting Building Code standards. All ADU requirements will apply, such as the space cannot exceed 30% of the size of the primary house above ground floor area. Further, the garage will no longer meet the parking requirement for the primary house, so either additional garage space is provided and/ or the driveway will need to accommodate a total of three vehicles (2 – primary house; 1 – ADU).

16. Can I build a second floor space above the detached garage/ pole barn for an ADU?

Yes, if the new total height will not exceed the height of the primary house and the structure is sound to meet Building Codes

However, if the new total height will exceed the height of the primary house, approval by the Planning Commission will be required where they will review it for overall neighborhood harmony.

17. Can a modular building be used as an ADU?

Yes, a modular building which is assembled on site, anchored to a foundation, and meeting local Building Codes. Other forms of dwellings which are built off-site such as Manufactured or Mobile Homes cannot be used as an ADU. Further, metal storage containers, also known as connexes, cannot be used as an ADU.

No.	Community Name	Has ADU Standards?	How many ADUs per lot?	Allows ADU used for Short Term Rental?	Which ZD allows?	No. Allowed Bedrooms	Max. persons per ADU?	Max. Size (sq ft)	No. parking spaces req.?	Must register ADU/ deed restriction?	Allows Both Detached, Attached ADU?	Max. Height	Where restricted on lot?	Any other requ.?	Permitted in past year?	Discussion w/ City	Misc.	Additional ADU FEE?
1	Ann Arbor*	Yes	1	No	Single family districts	n/a	2 + offspring	600-800	n/a	yes, rental register	Yes	21-30'	Not located w/in front yard; allowed in Side, Rear Yards within exceptions.	Must file Deed Restriction	30-40 ADUs	Register as rental (if rented); some ADU resistance during drafting standards; Only a few ADU during initial years	many above garage ADUs; mix of rental use/ office space.	No.
2	Charlevoix	Yes			R1, R2 SFD, Live/work, Dtnw, etc.							look up		above garage access must be exterior	4- in past 3 yrs	Not many, incremental; little push back; 1st ADU resulted in neighboring concerns led to changing ord. to add form-based code and architectural standards	60% homes are second homes - no need for ADU; already +200 ADU built	
3	City of Kalamazoo**	Yes	1	Yes, where allowed				600-950	1	Must register rental	Yes				Only a few			Waiting for email reply.
4	Comstock Twp	Yes	1			1	2	350; 20% ground floor area	1	Yes			Must be in rear yard	Must file Deed Restriction		Only a few permitted		Waiting for email reply.
5	City of Holland	Yes		No	LDR, MDR, TNR, GMU, PUD		2	300-720				16-22	Not located w/in front yard; must meet side yard of primary house; must meet side yard distance for rear yard.	Requires 300' residential mailers; resident may appeal to Board of Appeals	7-8 ADUs; low popularity; not currently used as rentals	ADU program seems fine, no political support for loosening to allow more ADU; little support to allow STR for ADU.		
6	City of Battle Creek	No			Single Family districts, Multifamily									Requires Special Land Use permit				
7	City of Grand Haven	Yes	1	Yes				400-1,000		Yes	Yes	22	Must meet accessory bld setbacks.	Requires Special Land Use permit	5 - in past few years;			
8	Traverse City	Yes	1	No				800		Yes	Yes				80 - in the past few years;	only 15/ year; some concerns about privacy; most are detached or attached to garage	\$100 ADU Annual Registration	
9	Grand Rapids	Yes	1	No	CC, TCC, TBA, TOD, C, NOS, LDR, MDR	2		400-850		Yes	Yes	20-25	Not allowed in front yard			waiting for call back		
10	City of Flint	Yes	1	no		2		400-850		Yes			Not allowed in front yard			waiting for call back		
11	Texas Twp														Only a few			
	City of Lansing	NO - Does not allow ADUs but is exploring this.																

Ann Arbor

Up to 600 sq ft for lots < 7,199 sq ft
Up to 800 sq ft for lots >7,200 sq ft
Up to 21' if attached to Accessory Bld
Up to 30' if part of main house
Allowed ADU since '18
No short-term rental w/in Res. District
In Res. District; one unit must be owner-occupied

Holland

300-720 sq ft but not exceeding 1/3 of primary dwelling above grade area.
1st floor: 16' max height
2nd floor: 22' max height
No Short Term Rental or B&B on same property
One of dwelling units must be owner-occupied
6' tall screening of ADU, when located on ground-floor
ADU cannot be separately metered utilities
ADU cannot be sold separate from primary house
Window placement - address adj. privacy concerns must be owner-occupied (ADU or house)

Kalamazoo

Attached: Up to 600 sq ft/ 30% of house
Detached: Up to 950 sq ft
Overnight, on-street parking can count

Comstock

Both homes must share driveway
Lot must be 1.5 ac.

Grand Haven

Size: no greater than primary home
One of dwelling units must be owner-occupied
Window placement - address adj. privacy concei
General design - compatible w/ neighborhood
22' max. when attached to detached accessory bld.
No taller than primary house - measured to peal
ADU cannot be sold separate from primary house

Lansing - thinkg of adopting ADU

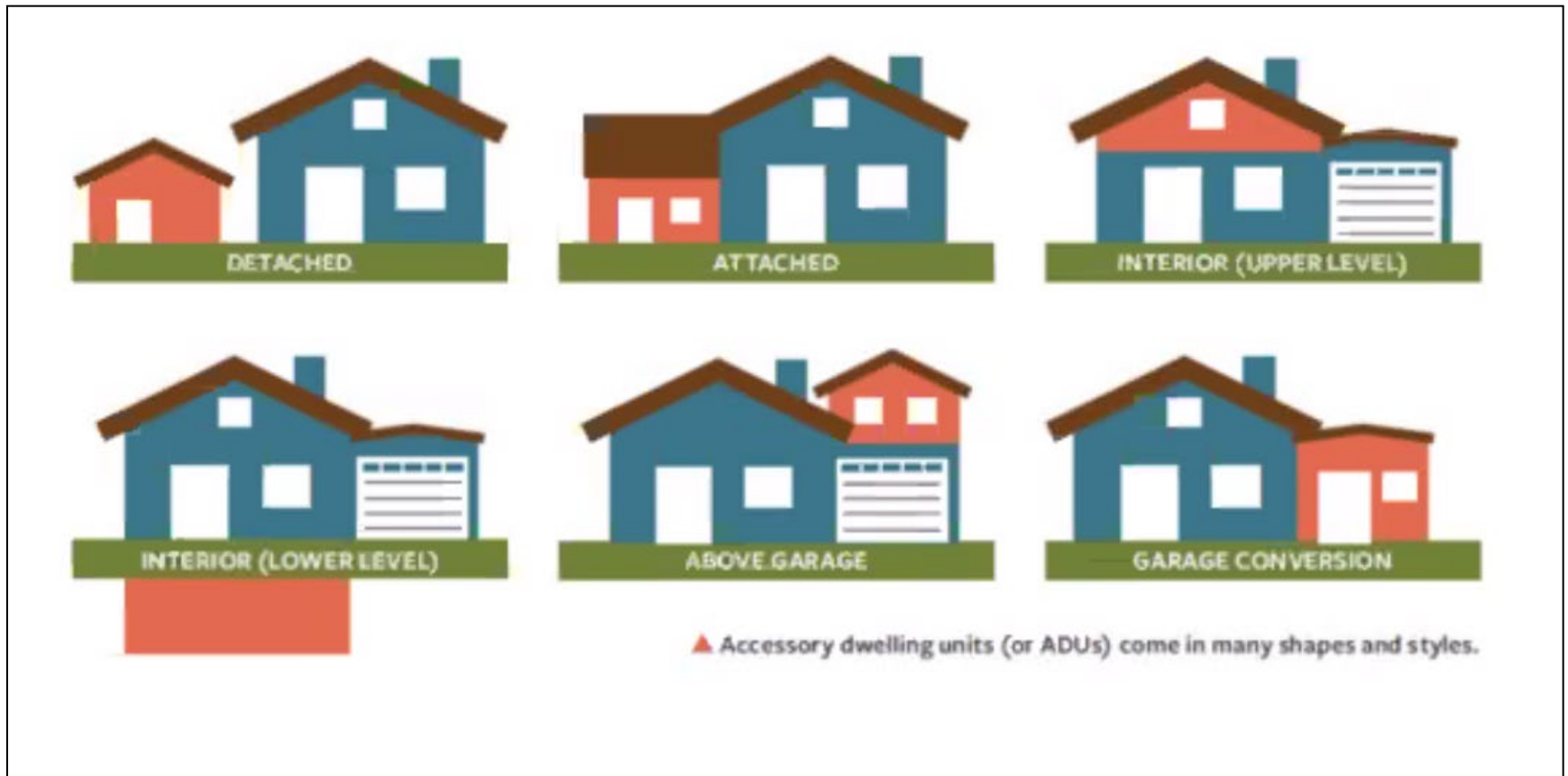
Traverse City

One of dwelling units must be owner-occupied
ADUs cannot be leased less than 3 months at time
Require to renew license ever year - helps determine which house is owner-occupied

Grand Rapids

Max. height for attached ADU: no taller than primary house
Max. height for detached: 20-25
Max. area: Up to 100% of detached accessory structure
Min area: 400 sq ft; Not exceed 40% of primary house; Max. 850 sq ft
Excluded from density calculations

ADU Design Illustrations





Department of Community Development

TO: Honorable Mayor and City Council

FROM: City of Portage Planning Commission

DATE: October 24, 2023

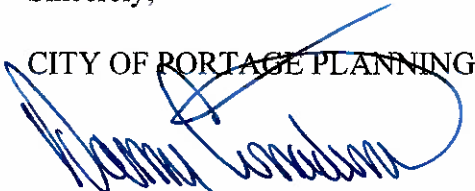
SUBJECT: Ordinance Amendment #23/24-2: Ordinance to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process.

At the October 19, 2023, the Planning Commission discussed Ordinance Amendment #23/24-2: Ordinance to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process. No public comments were received at the public hearing. The Planning Commission determined no further discussion was needed and voted to close the public hearing.

After careful consideration, the Planning Commission voted 8-0 (unanimously) to recommend to the City Council the approval of Ordinance Amendment #23/24-2: Ordinance to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process.

Sincerely,

CITY OF PORTAGE PLANNING COMMISSION


Dan Corradini
Chairman

Attachments: Draft October 19, 2023 Planning Commission meeting minutes

CITY OF PORTAGE PLANNING COMMISSION

**Thursday, October 19, 2023
7:00 PM Portage
Portage City Hall Council Chamber**

The City of Portage Planning Commission meeting of October 19, 2023, was called to order by Chair Corradini at 7:00 p.m.

IN ATTENDANCE

- Josh Thall, Assistant City Attorney
- Eric Feldt, Senior City Planner
- Biqi Zhao, Deputy Director of Planning and Zoning

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Baldwin (yes); Adams (yes); Pezzoli (yes); Joshi (yes); Fries (yes); Youngs (yes); Freiman (yes); and Kasper (absent).

APPROVAL OF MINUTES

1. Minutes dated September 21, 2023.

Motion by Commissioner Youngs, seconded by Vice Chair Baldwin to approve the September 21, 2023, meeting minutes, as submitted. Motion carried 8-0.

PUBLIC HEARINGS

1. An Amendment to the previously-approved Tentative Plan Application of the River Caddis proposed mixed-use development at 412 W. Centre Avenue and 7860 Shaver Road.

Chair Corradini introduced the project.

Mr. Feldt provided a PowerPoint presentation addressing the applicant's proposed amendment, changes in the site plan, changes in the overall project, various maps of the site and neighborhood, and explained the overall permitting process and applicable zoning code and indicated the project's subsequent permitting steps. Mr. Feldt stated that staff have not received any comments from the public. He explained staff's analysis indicating that the project was consistent with the Comprehensive Plan and zoning code and concluded with recommending approval of the request to the City Council with two conditions: 1. The proposed live/work units shall be consistent with the requirements of Building Code Section 419 Live/Work Units and Zoning Code Sec. 42-137 Work/Live Accommodations. 2. The utility and engineering review comments should be addressed in detail in the PD Final Plan.

Commissioners asked various questions about utilities. Mr. Feldt indicated that the applicant is required to submit detailed drawings addressing utilities in the subsequent Final PD Plan.

Commissioner Joshi asked if the traffic chart and overall project was considered in the data for the planning efforts of the City's Master Plan project. Ms. Zhao indicated yes.

Commissioner Joshi asked how the apartment building heights could be lowered but remain at same at three stories. Mr. Feldt deferred the question to the applicant.

Chair Corradini asked if the City's Development Review Team (DRT) will analyze sidewalk and traffic connections between the proposed buildings and parking lot and existing businesses in the area. Mr. Feldt indicated yes during the Final PD Plan step.

The applicant's architect, Mike Corby with Integrated Architecture, 840 Ottawa Avenue, Grand Rapids, MI, stated the following project elements: the amended plan resulted in avoiding the main wetlands near Portage Creek; the project will impact a narrow ditch within the interior of the project which requires State Environmental, Great Lakes, and Energy (EGLE) Department approval to development; the apartment roofs were redesigned from gable to flat roofs resulting in a lower overall building height and urban feel; some of the HVAC elements of the buildings will be located on the roof; increasing more natural area of the plan; removal of the pickleball courts; and the engineering details of the project will be provided later during the Final PD Plan step.

The applicant, John McGraw, President of River Caddis Development, 1038 Trowbridge Rd, East Lansing, MI, addressed that today's project cost gap increases with more apartment units whereas in the past the gap would decrease with more units.

Chair Corradini asked the applicant if the proposed number of parking spaces is enough for the project. Mr. McGraw indicated that all his projects seem to be best designed with 1.5 spaces per unit. Mr. McGraw further confirmed that the required detailed utility and site improvement drawings will be submitted at the subsequent Final PD Plan step for the project.

Commissioner Youngs asked the applicant about the project going through Michigan State Housing Development Authority (MSHDA).

Mr. McGraw indicated yes and all available/applicable incentives to address the current housing crisis assist in today's overall challenges in development.

Chair Corradini opened the Public Hearing.

No public comment was received.

Motion by Vice Chair Baldwin, seconded by Commissioner Joshi to close the Public Hearing. Motion carried 8-0.

Chair Corradini asked for any additional comments from the Commission and asked for a motion on the project. Motion by Commissioner Youngs, seconded by Commissioner Adams to recommend to City Council approval an Amendment to the previously-approved Tentative Plan Application of the River Caddis proposed mixed-use development at 412 W. Centre Avenue and 7860 Shaver Road with two conditions: 1. The proposed live/work units shall be consistent with the requirements of Building Code Section 419 Live/Work Units and Zoning Code Sec. 42-137 Work/Live Accommodations. 2. The utility and engineering review comments should be addressed in detail in the PD Final Plan.

Chair Corradini asked for a voice vote: Chairman Corradini (yes); Vice Chair Baldwin (yes); Adams (yes); Pezzoli (yes); Joshi (yes); Fries (yes); Youngs (yes); Freiman (yes); and Kasper (absent). Motion carried 8-0.

2. Ordinance Amendment #23/24-2: Ordinance to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process.

Mr. Feldt provided a PowerPoint presentation explaining the past Planning Commission workshops addressing future housing strategies, the Council's housing goals and strategies, recent Planning Commission workshops on Accessory Dwelling Units (ADU), provided a list of Michigan communities allowing ADUs and stated common ADU standards, showed staff's recommended ADU standards in the

draft ordinance, indicated the process for reviewing and approval zoning ordinance changes, and concluded with recommending approval of the draft ordinance.

Commissioner Youngs asked if ADUs require Planning Commission approval or at staff level. Mr. Feldt indicated that ADUs would be reviewed and approved at staff level.

Commissioner Fries asked if ADUs require Planning Commission approval if the applicant of an ADU sought a taller height request, or instead it could be approved by staff.

Mr. Feldt indicated yes per the draft ordinance it would require Commission review and approval. He also stated that staff found it more appropriate to use existing zoning process for height increases which results in proving neighborhood harmony and public commenting during Planning Commission meeting rather than creating a new staff-level approval process.

Commissioner Fries also asked if an ADU would be allowed atop of a detached garage on a lot having a single-story house.

Mr. Feldt indicated that scenario was not specifically addressed in the ordinance but may be allowed through the height flexibility provided in the draft ADU ordinance.

Commissioner Fries also mentioned a scenario of a 900 square foot single-story house with a converted basement to a 700 square foot ADU with egress.

Commissioner Fries asked about how the ADU ordinance would impact the known properties in Portage having a pre-existing second living space.

Mr. Feldt indicated that it is not fully clear if those sites have a second dwelling or just additional living space. Further, he stated since those are pre-existing spaces the ADU ordinance would not apply. Those property owners may voluntarily file an ADU application, however, and meet applicable ADU standards to become an established ADU. Mr. Feldt also stated that the ADU ordinance does not establish any rental registration.

Commissioner Fries indicated support of the ADU ordinance.

Commissioner Adams asked if the ADU ordinance would allow a scenario where an owner of a small house wished to build a larger house and dedicate it as a future primary house and the existing small house become dedicated as an ADU.

Mr. Feldt indicated yes if meeting all ADU standards and that the owner showed an overall comprehensive development plan of the lot to ensure staff is aware of how each home would be classified and permitted.

Commissioner Pezzoli asked if the ADU could be located front of the primary house.

Mr. Feldt indicated yes, if meeting all yard setbacks and ADU standards.

Commissioner Joshi asked why the draft ADU ordinance requires the ADU applicant to file a Deed Restriction and Affidavit ensuring compliance with all ADU standards.

Mr. Feldt indicated that it is required for a few reasons: it is a new form of housing, there are currently no standards ensuring compliance with future operations of the ADU or overall property, and that the City does not have any rental registry or similar that act as a compliance mechanism.

Commissioner Joshi also asked about the prohibition of mobile homes as an ADU, could modular or manufactured home be an ADU, and is there are percentage of the home needing to be built on site to become an allowed ADU building. She also suggested having the draft ADU ordinance provide more clarity on the term modular home.

Mr. Feldt indicated that a mobile home and manufactured home are the same and both would be prohibited from being an ADU. Manufacture home is the contemporary term for mobile home. Both are fully assembled off site and then transported to the subject site for use. A modular home is built in sections off-site and then assembled fully onsite and would be permitted as an ADU. Mr. Feldt also indicated that a detached ADU shall be designed in harmony with existing homes in the area.

Commissioner Freiman asked if new penalties will be created to enforce any future compliance issues resulting from an ADU.

Mr. Feldt stated no. Existing enforcement policies and procedures will be used.

Chair Corradini stated support for the ADU ordinance. He asked if ADUs are required to have individual connection to City water and sewer or can it be connected and shared with the existing utilities of the primary house.

Mr. Feldt stated that separate utilities connections are not required. Further, he indicated that if the ADU will be served by private on-site utilities, the owner shall gain applicable approvals through Kalamazoo County.

Chair Corradini opened the Public Hearing.

No public comment was received.

Motion by Vice Chair Baldwin, seconded by Commissioner Joshi to close the Public Hearing. Motion carried 8-0.

Chair Corradini asked for any additional comments from the Commission and asked for a motion on the project. Motion by Commissioner Joshi, seconded by Commissioner Adams to recommend to City Council approval of Ordinance Amendment #23/24-2: Ordinance to amend the Zoning Code to establish an Accessory Dwelling Unit regulation and permitting process.

Chair Corradini asked for a voice vote: Chairman Corradini (yes); Vice Chair Baldwin (yes); Adams (yes); Pezzoli (yes); Joshi (yes); Fries (yes); Youngs (yes); Freiman (yes); and Kasper (absent). Motion carried 8-0.

SITE/FINAL PLANS

None.

OLD BUSINESS

None.

STATEMENT OF CITIZENS

None.

NEW BUSINESS

None.

STATEMENT OF COMMISSIONERS/ STAFF

Commissioner Fries stated support of the projects in front of the Commission and suggests in the future that staff provide data to help support future projects that may become controversial.

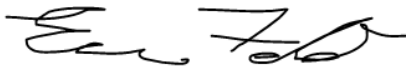
Commissioner Freiman asked about the format of the future Master Plan subcommittees subsections. Ms. Zhao indicated that the subcommittee meetings may last 1.5 hours long, the Master Plan consultants (Housel Lavigne) will lead discussion based on the framework and discuss with/ ask the subcommittee's feedback, and then they will provide a future meeting to discuss a drafted plan for those subsections. The subcommittee meetings will start on November 1; future dates in early November will be announced soon.

Chair Corradini thanked City staff for installing flags along S. Westnedge Avenue in support of Portage public schools football teams.

ADJOURNMENT

There being no further business to come before the Commission, Chair Corradini adjourned the meeting at 8:35 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Feldt".

Eric Feldt, AICP, CFM
Senior City Planner

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Tax Exemption (Payment in Lieu of Taxes) for River Caddis Communities

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Adopt the ordinance amendment to grant River Caddis Communities a tax exemption and establish a Payment in Lieu of Taxes for Portage Caddis, a Proposed 180-unit multiple-family residential development to be constructed at 412 West Centre Avenue, and 7860 Shaver Road, in the City of Portage.

River Caddis Communities, LLC (the “Developer”) has an option to purchase the property located at 412 West Centre Avenue, being Parcel Number 00016-740-E, and 7860 Shaver Road, being Parcel Number 06451-001-O, in the City of Portage and has concurrently requested a tax exemption and Payment in Lieu of Taxes to aid in the acquisition, construction, and management of affordable housing on this property. As shown in the tentative plan attached, the development will provide one- and two-bedroom apartments as well as live/work units for rent.

The Developer desires to provide these housing units for individuals and families who fall within the state definition of low, moderate, and middle income, and will be seeking local, state, and federal funding sources to finance the development.

The Developer plans to apply for significant funding from the Low-Income Housing Tax Credit (LIHTC) Program administered by the Michigan State Housing Development Authority (MSHDA). To receive LIHTC, MSHDA requires cities to enter into agreements to allow the developers of affordable housing to offer payments to cities in lieu of property taxes to help support the financing of the project. The developer has submitted a letter (attached) requesting a payment in lieu of taxes agreement (PILOT) from the City of Portage. This PILOT will amount to an annual service fee equal to 1% of the annual shelter rents that are actually collected by the developer of the project. This 1% will be split among all taxing jurisdictions. In addition, the Developer has agreed to pay the City of Portage a Municipal Services Fee that will total \$40,000 when fully complete and increase by 3% annually. Since the developer intends to build the project in two roughly equal-sized phases, the Developer will form two separate partnerships that will qualify as limited divided housing associations (LDHA) under state law to separately own the 1st phase of the Project (Portage Caddis I Limited Dividend Housing Association, LLC) and the 2nd phase of the Project (Portage Caddis II Limited Dividend Housing Association, LLC), respectively. The Developer will be the general partner in each of the partnerships and a mission-driven tax credit investor will be the limited partner of each of the partnerships. The Municipal Services Fee will be paid annually by the respective LDHA in proportion to the number of units per phase.

BACKGROUND

The need for more units that are “attainable” for individuals and families who fall below 120% of the

area median income (AMI), has been laid out in the 2021-2025 Consolidated Plan, and the City of Portage further committed to addressing this need by adopting the Nine-Point Attainable Housing Plan in December 2022.

Tax exemptions such as PILOTs are an important tool in the development of attainable housing and are authorized by PA 346 of 1966 for certain housing developments. The City of Portage has approved PILOT ordinances in the past for similar affordable rental housing developments including the Spring Manor Apartments, The Crossings II, Milham Meadows, Hearthside I and II, Barrington Woods, The Centre Street Village, and Selinon Park, as well as a single-family affordable rental dwelling at 1506 Schuring Road (owned by the Kalamazoo Family Non-Profit Housing Corporation).

PROJECT BENEFIT AND COST

There is a documented need for more attainable housing in the City of Portage. According to the 2023 United Way report on Michigan's ALICE population (Asset Limited, Income Constrained, Employed), 34% of total households in the City of Portage are below the ALICE threshold, meaning they earn more than the Federal Poverty Level, but less than the basic cost of living for the county. This population tends to be housing cost burdened; spending more than 30% of their gross monthly income on their rent/mortgage and utilities. Furthermore, there is a shortage of rental housing in Portage and throughout the county, as detailed in the 2022 Kalamazoo County Housing Plan. This shortage is making it difficult for low-income individuals and families, as well as renters who fall in the moderate and middle-income bands, to find quality, safe, and affordable housing options.

This development proposes 180 new multi-family residential units that will be affordable for individuals and families earning between 40% and 120% AMI for Kalamazoo County. The unit breakdown is as follows:

Area Median Income	Proposed Units
40%	9 One-Bedroom 10 Two-Bedroom
60%	87 One-Bedroom 37 Two-Bedroom
80%	0 One-Bedroom 15 Two-Bedroom
120%	14 One-Bedroom 0 Two-Bedroom 8 Live/Work

Based on information submitted by River Caddis Communities, the City Assessor has estimated the annual taxes without the requested PILOT in comparison to the proposed PILOT. The estimates below assume the live/work units would qualify for the PILOT. However, this is only an assumption as the legislation is clear on the determination of PILOT status for a unit. While this estimate is provided, the actual determination will be made when the units are complete, and the occupancy is known. Legislation may change live/work requirements by the date of completion. The estimated PILOT payment is calculated as follows:

Proposed Units:

180 units are used to calculate the estimated ad valorem taxes.
180 of the units will be at a 1% PILOT, including the 8 units that are listed as live/work units.
The duration of the proposed PILOT is estimated at 50 years (the maximum allowable).

Estimated PILOT revenue to the city based on estimated shelter rents at the 1% PILOT

Estimated Annual Shelter Rent = \$2,263,044

Estimated Vacancy Loss (part at 6% and part at 7%) = \$146,072

Estimated Shelter Rents (Rent Minus Vacancy) = \$2,116,972

(note: the utility portion of the shelter rents was not calculated at this time)

Estimated Yearly PILOT Payment for the parcel (\$2,116,972 X 1%) = \$21,170

City's Share of PILOT (at 17.846%): \$3,805

Estimated Total for the 50-year Period: \$3,805 X 50 Years = \$190,250 (without considering inflation)

Estimated PILOT Payment for Phase 1: \$9,562

Estimated PILOT Payment for Phase 2: \$11,608

The table below illustrates the annual foregone tax revenue based on the 1% PILOT which amounts to an annual loss to the City of approximately \$91,394. The total tax burden for the developer is reduced by \$508,471 per year:

	2023 Estimated Revenue without the PILOT	Estimated Revenue with 1% PILOT
Total	\$526,641	\$21,070
City of Portage share	\$95,199	\$3,805
Total for 50-year period	\$26,482,050	\$1,053,500 (without considering utilities or vacancy changes)
City of Portage total for 50-year period	\$4,749,950 (without considering inflation or increased taxable values)	\$190,250

As with all developments, there are costs to the City of Portage to provide municipal services such as public safety and general government services, and the cost of these services may be in excess of the total revenue generated through the PILOT. In order to assist in the provision of municipal services to the development, the Developer has agreed to pay the City of Portage an annual "Municipal Services Fee" (MSF) of \$40,000, which shall increase by 3% annually. *This payment is of exclusive benefit to the City of Portage and will not be split among the other taxing jurisdictions.* The fee will be paid by the respective LDHAs in proportion to the number of units per phase. The Municipal Service Fee for Phase 1 will be \$16,000, and the Municipal Service Fee for Phase 2 will be \$24,000.

Therefore:

Estimated Annual Payments to the City of Portage = \$3,805 1% PILOT + \$40,000 MSF = \$43,805

Past PILOT agreements with the city have ranged between 4% and 6.5%. The city has not previously entered into a PILOT in combination with an MSA for a MSHDA financed project. It is, however, an accepted practice in Michigan. The MSA payment more than offsets the lower than the City of Portage standard 1% PILOT. Between the PILOT and the MSA, the city would receive in excess of what would be paid by an 11% PILOT.

REVIEW AND RECOMMENDATION

The Department of Community Development has reviewed the application and discussed the project with the applicant, the City Attorney, and the City Assessor. In addition, the City Attorney has approved the proposed ordinance amendment establishing a tax abatement and PILOT for City Council review and consideration. A tax exemption with a one percent PILOT, along with a total Municipal Services Fee paid to the City of Portage from both phases of \$40,000 per year with an annual increase of 3%, is recommended as referenced in the attached amendment to Chapter 70, Article 2, Division 13 of the Code of Ordinances.

FUNDING: Not Applicable

Attachments:

1. River Caddis Communities PILOT request
2. Tentative Plan
3. PILOT Ordinance Amendment
4. Municipal Services Agreement



November 9, 2023

Portage City Council
7900 South Westnedge Avenue
Portage, MI 49024

RE: Request for the Establishment of a Payment in Lieu of Taxes (PILOT) for the proposed phase I and phase II of the project located at 412 West Centre Avenue and 7860 Shaver Road, Portage, Kalamazoo County, Michigan for River Caddis Communities, LLC

Honorable City Council:

Please accept this letter and attachments as a request to establish a Payment in Lieu of Taxes (PILOT) for phase I and phase II of the property located at 412 West Centre Avenue and 7860 Shaver Road, Portage, Kalamazoo County, Michigan (the “Projects”).

Projects Summary

The proposed projects contain two parcels, which spans approximately 10.6 acres, along with two established easements. The property is currently occupied by two single-story buildings, containing 2,700 square feet and 2,400 square feet, respectively. The buildings are vacant, with no current business operations and are planned for demolition.



These Projects will offer desirable, high quality one- and two-bedroom flats, as well as live/work units with independent, exterior doors and decks. With 180 units, this density will also help address the “mismatch” between available rental properties and demand for rental properties that is outlined in the 2020 City of Portage Residential Market Analysis.

This parcel is well situated to accommodate higher density ratios, within walking distance of nearby businesses and public resources. The majority of the site is an interior parcel abutting natural buffer space of Central Park to the north and commercial and public service uses to the west, south and east.

Landscaping across the site will create an inviting outdoor experience. Tree-lined entry boulevards will enhance the arrival experience. Sidewalks at the residential buildings and around common green establish internal connections and access to the public park and trail



system. Outdoor fire pits, a swimming pool and terrace complete the social and recreational amenities at the community building.

In total, 180 residential units are currently planned. The development will offer live/work units and stacked flat apartments. The Projects have a combined 110 one-bedrooms, 62 two-bedrooms and 8 Live/work units that have one bedroom.

The Projects will be considered for 4% Low Income Housing Tax Credits. The Low-Income Housing Tax Credit (LIHTC) program was created by the Tax Reform Act of 1986 to incentivize the construction or rehabilitation of affordable rental housing stock for low-income households. LIHTC developments utilize competitive financing that is made available annually by the Michigan State Housing Development Authority (MSHDA) through federal funding allocations. This financing results in greater equity than most conventionally-financed developments, which in turn means less debt-service from the beginning of a project. This program has become the most enduring and prolific source of funding for new affordable rental units and a key resource since its creation. Recent data show that Michigan is short by hundreds of thousands of homes. Amid this housing crisis, adding to the housing supply by providing new accessible, affordable housing is more important than ever. Today, the program plays a major role in filling this gap. It isn't the only source of new construction funds for affordable rental housing in the country, but it is the largest by far has received strong bi-partisan support.



Ownership Structure

River Caddis Communities, LLC will be the developer of the project (the “Developer”). River Caddis Communities, LLC is the affordable housing affiliate of River Caddis Development, LLC. The Developer will form two separate partnerships that will qualify as a limited divided housing associations under state law (the “Partnerships”) to separately own the 1st phase of the Project and the 2nd phase of the Project, respectively. The Developer will be the general partner in each of the Partnerships and a mission driven tax credit investor will be the limited partner of each of the Partnerships.

River Caddis Communities, LLC, based in Michigan, is a mission-driven affordable housing development company founded by John McGraw, who drew inspiration from his involvement with River Caddis Development, established by his father, Kevin McGraw. They are dedicated to addressing the nationwide housing crisis and creating affordable housing solutions, with a



core mission of providing safe, sustainable, and inclusive communities. With a strong track record in various development sectors, they are committed to making a positive impact by offering affordable housing options and advocating for change in housing policies. River Caddis Communities aims to transform lives and build a brighter future for all.

River Caddis Communities routinely handles a wide range of projects, from complex Brownfield Redevelopment to unique mixed-use, retail, and multi-family projects. Their portfolio spans across multiple states, including Michigan, Texas, Ohio, Florida, Minnesota, Colorado, Iowa, and Idaho, where they have acquired, developed, or redeveloped several hundred million dollars of multi-family and commercial assets. Notably, one of River Caddis Development's enduring projects is East End in Downtown Midland, which is a class A office space housing Dow Chemical. This project stands as a testament to their success in economic development and environmental cleanup, far exceeding expectations since its inception. With a proven track record of collaborating at all levels of the planning process, the team is routinely sought after to evaluate complex real estate development opportunities.

Unit Information – Combined and Phased

PROPOSED UNIT CONFIGURATION & RENTS (PHASE I & II COMBINED)								
# of Units	Bedrooms	Baths	Unit Style	Square Footage	Percent of AMHI	Collected Rent	Utility Allowance	Gross Rent
4	One-Br.	1.0	Garden/Apts	624	40%	\$571	\$87	\$658
5	One-Br.	1.0	Garden/Apts	700	40%	\$571	\$87	\$658
40	One-Br.	1.0	Garden/Apts	700	60%	\$898	\$87	\$985
47	One-Br.	1.0	Garden/Apts	624	60%	\$898	\$87	\$985
6	One-Br.	1.0	Garden/Apts	821	120%	\$1,600	\$87	\$1,687
8	One-Br.	1.0	Garden/Apts	730	120%	\$1,600	\$87	\$1,687
One-Br. Total		110						
6	One-Br.	1.0	Live/work	1,000	120%	\$1,851	\$116	\$1,967
2	One-Br.	1.0	Live/work	865	120%	\$1,851	\$116	\$1,967
Live/Work Total		8						
8	Two-Br.	2.0	Garden/Apts	926	80%	\$1,459	\$116	\$1,575
7	Two-Br.	2.0	Garden/Apts	966	80%	\$1,459	\$116	\$1,575
20	Two-Br.	2.0	Garden/Apts	966	60%	\$1,067	\$116	\$1,183
10	Two-Br.	2.0	Garden/Apts	832	40%	\$675	\$116	\$791
17	Two-Br.	2.0	Garden/Apts	832	60%	\$1,067	\$116	\$1,183
Two-Br. Total		62						
Grand Total		180						

Income Restricted Units

40% AMI	19	11%
60% AMI	124	69%
80% AMI	15	8%
120% AMI	22	12%



PROPOSED UNIT CONFIGURATION & RENTS PHASE I

# of Units	Bedrooms	Baths	Unit Style	Square Footage (NET)	Percent of AMHI	Collected Rent	Utility Allowance	Gross Rent
4	One-Br.	1.0	Garden/Apts	624	40%	\$571	\$87	\$658
12	One-Br.	1.0	Garden/Apts	700	60%	\$898	\$87	\$985
14	One-Br.	1.0	Garden/Apts	624	60%	\$898	\$87	\$985
6	One-Br.	1.0	Garden/Apts	821	120%	\$1,600	\$87	\$1,687
8	One-Br.	1.0	Garden/Apts	730	120%	\$1,600	\$87	\$1,687
One-Br. Total		44						
6	One-Br.	1.0	Live/work	1,000	120%	\$1,851	\$87	\$1,938
2	One-Br.	1.0	Live/work	865	120%	\$1,851	\$87	\$1,938
Live Work Total		8						
6	Two-Br.	2.0	Garden/Apts	966	60%	\$1,067	\$116	\$1,183
4	Two-Br.	2.0	Garden/Apts	832	40%	\$675	\$116	\$791
2	Two-Br.	2.0	Garden/Apts	832	60%	\$1,067	\$116	\$1,183
8	Two-Br.	2.0	Garden/Apts	926	80%	\$1,459	\$116	\$1,575
Two-Br. Total		20						
Grand Total		72						

Income Restricted Units

40% AMI	8	11%
60% AMI	34	47%
80% AMI	8	11%
120% AMI	22	31%

PROPOSED UNIT CONFIGURATION & RENTS PHASE II

# of Units	Bedrooms	Baths	Unit Style	Square Footage (NET)	Percent of AMHI	Collected Rent	Utility Allowance	Gross Rent
33	One-Br.	1.0	Garden/Apts	624	60%	\$898	\$87	\$985
5	One-Br.	1.0	Garden/Apts	700	40%	\$571	\$87	\$658
28	One-Br.	1.0	Garden/Apts	700	60%	\$898	\$87	\$985
One-Br. Total		66						
14	Two-Br.	2.0	Garden/Apts	966	60%	\$1,067	\$116	\$1,183
6	Two-Br.	2.0	Garden/Apts	832	40%	\$675	\$116	\$791
15	Two-Br.	2.0	Garden/Apts	832	60%	\$1,067	\$116	\$1,183
7	Two-Br.	2.0	Garden/Apts	966	80%	\$1,459	\$116	\$1,575
Two-Br. Total		42						
Grand Total		108						

Income Restricted Units

40% AMI	11	10%
60% AMI	90	83%
80% AMI	7	6%
120% AMI	0	0%



Community Amenities

Property Amenities/Features					
Basic Common Amenities		Recreation		Security Features	
Bike Racks/Storage	Yes	Firepit	Yes	CCTV/Cameras	Yes
Bus/Computer Center	No	Fitness Center	Yes	Courtesy Ofcr	No
Café/Coffee Bar	Yes	Game Room	Yes	Security Gate	No
Car Charging Station	No	Grilling Area	Yes	Other:	
Car Wash Area	No	Hot Tub	No	Social Services	
Clubhouse/Comm. Room	Yes	Library	No	After School Program	No
Community Kitchen	Yes	Media Room/Theater	No	Classes	Yes
Multipurpose Room	Yes	Playground	Yes	Health Screen.	No
Common Area Wi-Fi	Yes	Swimming Pool-In	No	Parties/Picnics	No
Common Patio/Porch	Yes	Swimming Pool-Out	Yes	Social Svc. Coord.	No
Community Garden	No	Tanning Beds	No	Wellness Center	No
Dog Park/Pet Care	Yes	Walking Path	Yes	Transportation	No
Dry Cleaning	No	Sports Court		Optional/Other Amenities	
Elevator	No	Basketball	No	Pickleball Court	No
Gazebo/Pavilion	No	Bocce Ball	No		
Laundry Room	No	Putting Green	No		
On-Site Management	Yes	Shuffleboard	No		
Rooftop Terrace	No	Tennis Court	No		
Salon/Barber	No	Volleyball	No		

Requested Assistance

In order to facilitate the financing and development of the Projects, the Developers are requesting approval for a Payment in Lieu of Taxes (PILOT) and two Municipal Service Agreements (MSAs), concurrently. A PILOT is an agreed fee, based on a percentage of shelter rents collected from the Projects, that is paid annually to the taxing authority in lieu of ad valorem property taxes. For this proposal, the City is the taxing authority that has jurisdiction to grant a PILOT.

The PILOT is based on the following formula:

$$\text{Fee} = (\text{Rents collected from eligible units} - \text{eligible utility costs}) \times \text{the PILOT rate}$$

The requested rate for the PILOT is 1% and the Developer requests that the PILOT apply to 100% of the residential units at the Projects. The City has the authority to extend the PILOT to 100% of the residential units by making a determination that all units at the Projects are eligible. Although the Projects are 100% residential, certain units at the Projects will be constructed as "Live/Work" units, which contain commercial space for use by the tenants for office or retail purposes. The PILOT payment due from the Projects would include a special allocation to account for ad valorem taxes attributable to any such commercial areas. The PILOT would



have a maximum term of 50 years, which is necessary to cover the full period of affordability restrictions that will be imposed under the LIHTC program (expected to be 45 years). The revenues resulting from the PILOT is to be distributed by the City to all taxing jurisdictions in the same manner as ad valorem taxes.

The Municipal Services Fees requested is \$40,000 (cumulatively between both Phases), increasing each year by 3%. The term of the Municipal Services Fee would be concurrent with the term of the PILOT. Unlike a PILOT, the City may capture the entire Municipal Services Fee and allocate it towards services that are administered through the City, including emergency medical services, ambulance, fire protection, police protection, snow removal, maintenance for publicly-owned City streets adjacent to the Projects, and other governmental services as the City deems necessary. Because the Projects will be developed as two separate phases the requested MSA amounts will be separated proportionately by unit into two resolutions.

Necessity for PILOT and Municipal Service Fee

A PILOT and Municipal Service Fee agreement is essential to the financing of the proposed development to meet the debt service and return requirements for senior lenders and equity investors. A PILOT is also required by MSHDA in order for the project to be underwritten, because a PILOT is an operating expense that is fixed to rent capacity rather than a fluctuating expense based on assessed value and millage rate. Establishing taxes as a fixed expense is critical to creating a sustainable financing model for rent-restricted affordable housing projects.

Through a Michigan Land Bank Authority grant, the *Housing IS Economic Development: Community Housing Solutions Guidebook* was published. According to the guidebook, in most “local housing markets, a financial gap exists between households at or below area median income who want to purchase/rent, and the actual cost for market developers to deliver product at a point achieving minimum investment return”. This problem is referred to as the “affordable/attainable housing dilemma.”

The combination of reduced rents, high construction costs, insurance rate hikes and high interest rates, along with the goal of developing attainable and affordable housing products, creates a higher gap in financing. Creativity in building a capital stack to ensure the project is a success is vital, and something the Development team is experienced in and dedicated to.

Additional Assistance to be Requested and Financial Gap

Developers are unified in their belief that it is not economically feasible to develop affordable housing in Michigan with the absence of a PILOT agreement. The primary reasons being the suppressed rents make it difficult to afford the full tax amount; the added ability to attract investors when a PILOT agreement is in place; and the concerns developers have regarding how municipal assessors will value affordable housing projects in the absence of a tax abatement. Parameters and restrictions within which affordable housing developments must operate are complex. This unfamiliarity leads to assessments based on comparable market-rate



structures, which look at the cost of construction and the land value, but do not account for the revenue restrictions property owners face, which would be extraordinarily punitive.

These critical factors exist that drive our financial gap. These factors include:

1. Escalating Construction Costs: The construction industry has witnessed a significant increase in costs over the past few years, making it increasingly challenging to deliver a project while maintaining affordability for potential tenants.
2. Rising Interest Rates: Interest rates on construction and perm loans have also risen substantially, which impacts the overall feasibility and reduces the debt sizing. The increased borrowing costs put additional financial strain on the project.
3. Surging operational costs: Increasing operating expenses, specifically insurance rates, labor, and utilities, reduces the ability for the project to service its debts. In addition to the aforementioned, these expenses greatly reduce the amount a lender will loan to build.
4. Investor and Lender Sentiment: the sentiment from our capital providers to market headwinds has been to prepare for an economic downturn. This means they are tightening credit, underwriting carefully and people are holding their cash.

At River Caddis, we remain steadfast in our dedication to being a solutions-oriented developer and a reliable partner to both the state and the Portage community. Our primary goal is to contribute to the resolution of the housing challenges our region faces, and we believe that by leveraging local and state funding, we can make a more substantial and positive impact.

The project will be seeking up to \$1,000,000 grant from the Michigan Department of Environment, Great Lakes, and Energy, to assist in mitigating costs associated with proper management of contamination identified onsite. These funds will have to be structured as a low interest loan to attract investor capital.

A Community Revitalization Program Loan and/or a Revitalization and Placemaking Grant will be pursued through the Michigan Economic Development Corporation to assist with filling financing gaps for the project. These funds will have to be structured as a low interest loan to attract investor capital.

The project will likely pursue a Kalamazoo County grant awarded through their special millage established by the County to increase development of and access to affordable and attainable housing. These funds will have to be structured as a low interest loan to attract investor capital.

If ad valorem tax applies to any of the units, Public Act 381 Tax Increment Financing may be requested to further assist with cash flow and gap financing.

Lastly, we will be seeking to maximize our debt and equity sources. It is critical to demonstrate that we have a PILOT and MSA in place to underwrite to those amounts and fill the gap.



River Caddis COMMUNITIES

Taxes are the highest operational expense of a rental housing community. The chart below demonstrates the necessity for tax relief on this development.

	<u>1% PILOT and MSA</u>	<u>9% PILOT</u>	<u>No PILOT</u>
Income	\$ 2,284,521	\$ 2,284,521	\$ 2,284,521
Taxes	\$ (61,170)	\$ (178,827)	\$ (585,000)
Operating Expenses	\$ (995,731)	\$ (997,031)	\$ (997,031)
NOI	\$ 1,227,620	\$ 1,108,663	\$ 702,490
Debt Service (Includes I/O Soft Funds)	\$ (1,173,329)	\$ (1,173,329)	\$ (1,173,329)
Project CF	\$ 54,291	\$ (64,666)	\$ (470,839)
Operating Reserves and LP Fees	\$ (20,000)	\$ (20,000)	\$ (20,000)
Net CF	\$ 34,291	\$ (84,666)	\$ (490,839)
Additional Gap Implications	\$ -	\$ (1,334,558)	\$ (5,956,113)

Note that on-site tenant services and additional investor reserves have not been budgeted into the operating reserves line. The terms for these items would further reduce Net CF.

Economic Impact

The economic impact of 180 new apartment homes in Portage is profound. While, over 50 years, there are \$24,974,000 of “forgone” tax revenue, if the site is developed with mixed income (supported by a PILOT) as opposed to market rate housing with full, ad valorem taxes, it should be compared to the economics below.

	<u>Construction & Rehab</u>	<u>Operations</u>	<u>Residents</u>	<u>Total</u>
Dollars Spent (over 50 yrs)	\$ 49,093,216	\$ 49,730,550	\$ 82,235,950	\$ 181,059,716
Total Economic Contribution	\$ 85,746,047	\$ 1,037,190	\$ 22,726,561	\$ 109,509,798
Total Jobs Supported	447	2	128	577



The National Apartment Association (NAA) and National Multi Housing Council (NMHC) developed this data which spotlights the economic impact of the apartment industry on a local, state and national level. It also demonstrates how the economic boost goes beyond the jobs created through construction of new units – it's sustained over the long-term through ongoing operations and resident spending. The combined direct and indirect contribution of apartment construction, operations and resident spending to the local economy is over \$180,000,000. The total number of direct and indirect jobs supported by apartment construction, operations and resident spending within the local economy is 577. There is a significant economic benefit when vacant land is developed. By offering a PILOT, the community can support quality housing opportunities and have a tangential impact on the economy through additional jobs and spending among a diverse range of incomes. It creates more disposable income in the area improving the local economy through jobs, goods and services. The construction contractors and laborers will increase local business revenue through purchase of materials and supplies. The proposed development will generate more students and state funding for local school districts, a place for seniors who are downsizing on fixed incomes and high quality affordably priced workforce housing. The physical improvements and quality build will stimulate others to improve their properties in the surrounding area, creating a ripple effect of beautification in the neighborhood.

Financial Limitations

It is important to note that a PILOT is applied to the qualified development – and not to its ownership entity. Developers own .01% of the property for the first 15 years of compliance. A mission-driven investor makes up the majority ownership to receive tax credits. Rents are restricted and increases are capped year over year, thereby suppressing revenues. There are layers of hard and soft debts, all of which have debt service to cover. Further, projects are required to be structured as a limited dividend housing association, and true to its name, will limit the cash distributions that are allowed to be taken as profit. Moreover, cash flow will be required to fund reserves that will serve to address capital needs of the project into the future. LIHTC developers by and large hold their investments and do not sell the project for a profit. This is because there are rarely proceeds. Net operating incomes are modest, there are layers of subordinate debts and approvals of state and federal agencies are onerous. Instead, LIHTC developers are incentivized to purchase the entire partnership interest and continue owning the project, keeping it affordable to rehab and reapply for tax credits through what is referred to as a resyndication. This ensures that the owners are long-term community members and vested in its interests.

The LIHTC developer is incentivized to build affordable housing by a developer fee that is determined and managed by MSHDA. The fees are further restricted by agencies like MEDC. These fees are required by the investor, who represents the largest source of the capital stack. Investors will underwrite the fee to generate basis for their tax credits. As such, the main source of payment for the developer fees is not from the PILOT. Instead, it is primarily funded from investor capital payments directly to the developer as construction and lease up benchmarks are met. It is a mechanism to ensure that the project is delivered on schedule and to specification. As of the date of this correspondence, all developer fees of these Projects will have to be deferred as a way to reduce the initial financing gap. They cannot be demonstrated



to be repaid until 2045. This presents a serious issue for investors, exposing them to risk of tax credit recapture since the basis for those credits were determined on repayment of such fees. By not paying a bona fide debt, it undermines the basis for investor benefits. Therefore, it is required that deferred developer fees are paid within 12-15 years. Therefore, without such a fee, the developers will have a challenge raising enough capital to fill the gap.

Below are the stakeholders who will actually benefit from the PILOT

Teachers	Hospital Support Staff
Teachers Aids	Emergency Service Providers
Nursing Assistants	Law Enforcement
Medical Technicians	Entrepreneurs
Retail Workers	Licensed Practical Nurses
Government Employees	Day Care Providers
Bank Employees	Retirees
Engineers	People with Disabilities

Closing

River Caddis Communities' Development team, with its wealth of experience, excels in various projects, spanning from new developments to redevelopments. They collaborate closely with stakeholders, ensuring a comprehensive approach that benefits the communities they serve. As a mission-driven Affordable Housing Development Company, River Caddis Communities is dedicated to creating affordable housing and fostering inclusive communities in the adjacent neighborhood. Their mission revolves around the promise of safe, clean, and mission-based living, ultimately enhancing the lives of residents, supporting local industries such as hospitals, schools, and businesses.

In addition to their commitment to affordable housing, River Caddis Communities is making a substantial financial investment in the City, solidifying themselves as long-term owners and operators of the same asset previously planned. This complex endeavor signifies their unwavering commitment to the City of Portage. Their dedication to the community's future is reflected in this significant undertaking, ensuring stability, economic growth, and the creation of safe, clean, and mission-based living environments. River Caddis Communities commits to being a steadfast partner to the City of Portage, collaborating to build a brighter, more prosperous future for all residents and stakeholders.

Respectfully submitted,

Attachment A: Parcel Map
Attachment B: Legal Description
Attachment C: Operating Projections

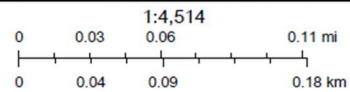


River Caddis
COMMUNITIES
Attachment A: Parcel Map
Kalamazoo County GIS



12/19/2022, 4:21:07 PM

Address Points City Minor Street
Street Centerlines Private/Non-Certified Road
City Major Street Parcels



Esri Community Maps Contributors, City of Portage, MI, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

Kalamazoo County
This map is for reference purposes only, and does not represent a survey or legal document. Data layers on this map are generated from individual local sources. The County makes no



River Caddis
COMMUNITIES
Attachment B: Legal Description

LEGAL DESCRIPTION

The Land referred to in this commitment is described as follows:

Land situated in the City of Portage, Kalamazoo County, Michigan:

Parcel 1:

Unit 1, Portage Creek Landings City Centre Condominium, according to the Master Deed recorded in Instrument No. 2013-010912, and any amendments thereto, and designated as Kalamazoo County Condominium Subdivision Plan No. 256, together with rights in the general common elements and the limited common elements as set forth in the above Master Deed, and as described in Act 59 of the Public Acts of 1978, as amended.

39-10-06451-001-O

Parcel 2:

Part of the Southeast 1/4 of Section 16, Township 3 South, Range 11 West, described as: Commencing at the South 1/4 post of said Section 16; thence North 89 degrees 58 minutes 40 seconds East 1493.62 feet; thence South 00 degrees 01 minutes 20 seconds East 459.88 feet to the Point of Beginning; thence North 00 degrees 00 minutes 25 seconds West 308.00 feet; thence North 24 degrees 37 minutes 11 seconds West 134.38 feet; thence North 17 degrees 48 minutes 06 seconds East 452.67 feet; thence South 89 degrees 55 minutes 18 seconds East 278.08 feet more or less to Reference Point "A" and the centerline of Portage Creek; thence Southwesterly on said centerline 195 feet more or less to a point which is 189.62 feet South 49 degrees 09 minutes 53 seconds West of said Reference Point "A"; thence South 65 degrees 35 minutes 20 seconds East 503.00 feet; thence South 24 degrees 18 minutes 40 seconds West 279.04 feet; thence North 65 degrees 35 minutes 20 seconds West 10.78 feet; thence South 24 degrees 31 minutes 48 seconds West 309.29 feet; thence North 65 degrees 33 minutes 56 seconds West 113.72 feet; thence South 64 degrees 11 minutes 12 seconds West 102.52 feet; thence South 89 degrees 58 minutes 40 seconds West 226.09 feet to the Point of Beginning.

39-10-00016-740-E

39-10-00016-740-E, 39-10-06451-001-O

If provided above, any address and tax parcel number are solely for informational purposes, without warranty as to accuracy or completeness. If inconsistent in any way with the legal description above, the legal description shall control.



Attachment C: Operating Projections

Phase I

Total Development Income Potential

	Per Unit	Total
Annual Rental Income	14,290	1,028,862
Annual Non-Rental Income	138	9,900
Total Project Revenue	14,427	1,038,762

Total Development Expenses

Vacancy Loss	7.00% of annual rent potential	1,000	72,020
Management Fee	500 per unit per year	500	36,000
Administration		283	20,376
Project-paid Fuel		164	11,808
Common Electricity		272	19,584
Water and Sewer		295	21,240
Operating and Maintenance		375	27,000
Municipal Service Payment&Tax on Live/Work		222	16,000
Payment in Lieu of Taxes (PILOT)	1.00% Applied to: All Units	133	9,562
Insurance		760	54,720
Replacement Reserve	300 per unit per year	300	21,600
Other: Payroll		1,305	93,960
Other: Contract Services		473	34,056

	% of Revenue		
Total Expenses	42.16%	6,082	437,926
Base Net Operating Income		8,345	600,836
Part A Mortgage Payment	0.00%	0	0
Part A Mortgage		0	0
Non MSHDA Financing Mortgage Payment		7,256	522,466
Non MSHDA Financing Type:		94,654	6,815,117
Base Project Cash Flow (excludes ODR)	7.54%	1,088	78,370



Phase II

Total Development Income Potential

	<u>Per Unit</u>	<u>Total</u>
Annual Rental Income	11,443	1,235,859
Annual Non-Rental Income	92	9,900
Total Project Revenue	11,535	1,245,759

Total Development Expenses

Vacancy Loss	6.00% of annual rent potential	687	74,152
Management Fee	500 per unit per year	500	54,000
Administration		283	30,564
Project-paid Fuel		164	17,712
Common Electricity		272	29,376
Water and Sewer		295	31,860
Operating and Maintenance		375	40,500
Municipal Service Payment		222	24,000
Payment in Lieu of Taxes (PILOT)	1.00% Applied to: All Units	107	11,608
Insurance		760	82,080
Replacement Reserve	300 per unit per year	300	32,400
Other: Payroll		1,305	140,940
Other: Contract Services		473	51,084

	% of Revenue		
Total Expenses	49.79%	5,743	620,275
Base Net Operating Income		5,792	625,484
Part A Mortgage Payment	0.00%	0	0
Part A Mortgage		0	0
Non MSHDA Financing Mortgage Payment		5,036	543,899
Non MSHDA Financing Type:		65,692	7,094,696
Base Project Cash Flow (excludes ODR)	6.55%	755	81,585

AREA PLAN

- NOTES**
1. SEE SURVEY PLAN ON SHEET 2 FOR GENERAL NOTES PERTAINING TO ALL SHEETS.
 2. ALL IMPROVEMENTS ARE NEED NOT BE BUILT ITEMS.
 3. BEARINGS ARE BASED ON THE SOUTH SECTION LINE OF SECTION 16, T3S, R11W, CITY OF PORTAGE, KALAMAZOO COUNTY BEING N89°58'40"E.
 4. COORDINATES ARE BASED ON THE MICHIGAN SOUTH ZONE STATE PLANE COORDINATES SYSTEM USING THE SOUTH QUARTER POST, SECTION 16, T3S, R11W, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN AS NORTH 10116.3048 AND EAST 7941.5620.

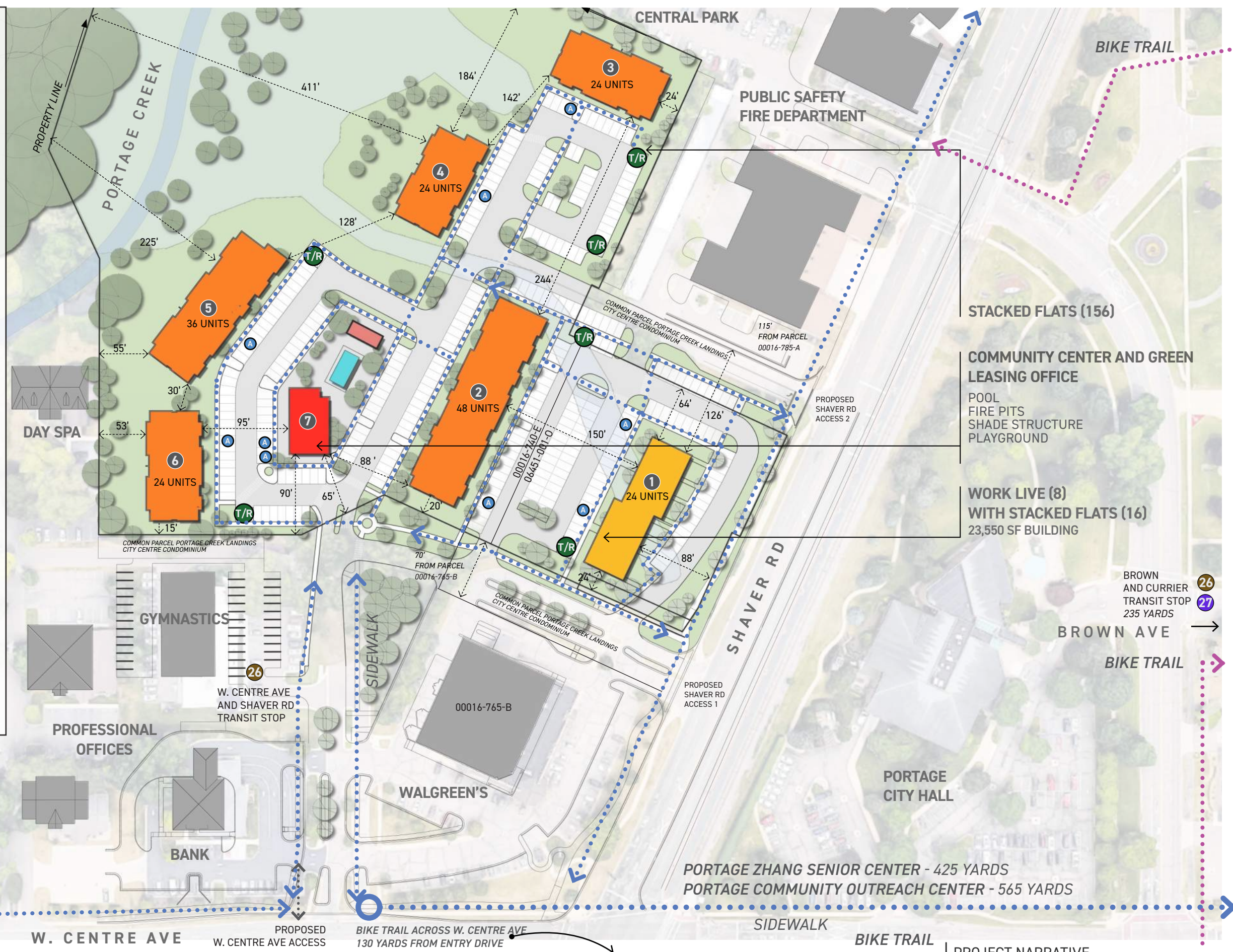
- LEGEND**
- ◇ COORDINATE LOCATION
 - ▨ GENERAL COMMON ELEMENT
 - IRON FOUND
 - IRON SET
 - ⊗ SET "X" IN CONCRETE
 - ⊕ MONUMENT FOUND
 - (R) RECORD
 - (M) MEASURED
 - ▲ P.K. NAIL FOUND
 - △ P.K. NAIL SET
 - ⊕ PROPOSED CONDO MONUMENTS



	BLDG 2-6	WK/LV (2)	TOTAL	NOTES	
WORK/LIVE	-	8	-	8	980 SF
1 BR UNIT	96	8	-	104	3 SIZES
2 BR UNIT	60	8	-	68	-
-	-	-	-	-	-
TOTAL	156	24	-	180	ESTIMATED

(1) WORK/LIVE	23,550 SF	23,550 SF
(1) BUILDING 36	32,895 SF	32,895 SF
(3) BUILDING 24	20,790 SF	62,370 SF
(1) BUILDING 48	41,580 SF	41,580 SF
COMMUNITY BUILDING	3,350 SF	3,350 SF
TOTAL GSF		163,745 GSF
PARKING	294 SPACES (9 ACCESSIBLE SPACES, 8 REQUIRED)	
	1.51 SPACES/UNIT - ESTIMATED	
SITE AREA		~462,170 SF
		~10.61 ACRES
RESIDENTIAL UNIT DENSITY	180 UNITS	16.96 UNITS/ACRE

- ACCESSIBLE PARKING SPACE
- TRASH/RECYCLE ENCLOSURE
- SIDEWALK - INTERNAL
- SIDEWALK
- BIKE PATH
- KALAMAZOO METRO TRANSIT
- BROWN AND CURRIER TRANSIT STOP
- W. CENTRE AVE AND SHAVER RD TRANSIT STOP
- SETBACK



SITE PLAN A | SCHEMATIC DESIGN - SCALE 1" = 120'



RIVER CADDIS MULTI-FAMILY DEVELOPMENT | PD APPLICATION



ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING ARTICLE 2 OF CHAPTER 70, TAXATION, TO ADD DIVISION 13, RIVER CADDIS PROVIDING FOR A SERVICE CHARGE IN LIEU OF TAXES

THE CITY OF PORTAGE ORDAINS:

That Article 2 of Chapter 70, Taxation, is hereby amended to add Division 13, River Caddis

Sec. 70-321. - Preamble and intent.

- (a) It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended), being MCL 125.1401 *et seq.* The City of Portage is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for the Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.
- (b) The City of Portage acknowledges that Portage Caddis I Limited Dividend Housing Association, LLC and Portage Caddis II Limited Dividend Housing Association, LLC (the "sponsors") have offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to acquire and construct, own and operate a housing development identified as Portage Caddis on certain property located at 412 W. Centre Ave., being Parcel Number 00016-740-E, and 7860 Shaver Road, being Parcel Number 06451-001-O, in the City of Portage to serve persons or families of low income, and that the Sponsors have offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 70-322. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act means the State Housing Development Authority Act of 1966, as amended, (1966 PA 346) being (MCL 125.1401 *et. seq.*).

Annual Shelter Rent means the total collection as defined during an agreed annual period received from all occupants of a housing development representing rent or occupancy charges, exclusive of charged for gas, electric, heat, water, sewer or other utilities furnished to the occupants.

Authority means the Michigan State Housing Development Authority.

Housing development means a development or project which meets the qualifications of, and is eligible for, a service charge payment in lieu of taxes under the Act and in this section.

LIHTC Program means the Low-Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

Low to moderate income persons and/or families shall have the same meaning as individuals and families whose household income does not exceed 120% of the Area Median Income.

Mortgage Loan means a loan that is Federally-aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority, for the construction, rehabilitation, acquisition and/or permanent financing of a housing project and secured by a mortgage on the housing project.

Sponsor(s) means persons who have applied to the Authority for a mortgage loan (an allocation of Low-Income Housing Tax Credits) to finance a housing development. The term "sponsor(s)" includes all transferees, successors, assigns or heirs. Herein, both Portage Caddis I Limited Dividend Housing Association, LLC and Portage Caddis II Limited Dividend Housing Association, LLC are a sponsor.

Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to occupants that are paid by the housing project.

Sec. 70-323. – Class of Housing Developments Exempt from Taxation.

It is hereby determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing for low to moderate income persons and families which are financed or assisted pursuant to the Act. It is further determined that the housing development proposed for 412 W Centre Ave., being Parcel Number 00016-740-E, and 7860 Shaver Road, being Parcel Number 06451-001-O, is of this class. Passage of the ordinance from which this division is derived shall not be deemed precedent for other similar PILOT ordinances.

Sec. 70-324. – Establishment of an Annual Service Charge.

The housing project proposed by Portage Caddis I Limited Dividend Housing Association, LLC and Portage Caddis II Limited Dividend Housing Association, LLC, which may be developed in two phases, and the property on which it shall be located shall be exempt from all *ad valorem* property taxes from and after the issuance of a certificate of occupancy. The City, acknowledging that the Sponsors and the Authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this division and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established in this division and in consideration of the Sponsors' acquisition of the property and offer to construct and operate the housing development, subject to the receipt of an allocation from the Authority through the LIHTC Program and the satisfaction of all the terms and conditions of its loan commitment to the sponsor(s), hereby agrees to accept the payment of an annual service charge for public services in lieu of all property taxes from the sponsor(s). The

annual service charge shall be equal to one percent (1%) of the annual shelter rents actually collected by the housing development during each operating year on the part of the housing development that is occupied by low to moderate income individuals and/or families whose household income does not exceed 120% of the Area Median Income.

Sec. 70-325. – Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 70-324, the service charge to be paid each year in lieu of taxes for that part of the housing development which is tax exempt, and which is occupied by other than low to moderate income individuals and families shall be equal to the full amount of taxes which would be paid on that portion of the housing development if the housing development were not tax exempt.

Sec. 70-326. – Payment of service charge

The service charge in lieu of taxes, as determined according to this division, shall be payable, enforceable and, if not paid timely, collectible in the same manner as general property taxes are payable to the City, except that the annual payment for each operating year shall be made as follows:

- (1) The minimum payment is due on or before December 31 of each year.
- (2) All additional amounts owing from the December 31 payment of the previous year, as determined to be owing based on an audit, is due on or before by July 1 of each year.

Sec. 70-327. - Verification of annual shelter rent.

The Sponsor(s) shall verify annual shelter rent revenues to the City with a statement of profit and loss as reported to the Authority or other form of financial confirmation deemed suitable to the City.

Sec. 70-328. – Contractual effect of Ordinance

Notwithstanding the provisions of section 15(a)(5) [MCL 125.1514a(5)] to the contrary, a contract between the City and Sponsor(s) with the Authority as a third-party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by the enactment of this Ordinance from which this division is derived.

Sec. 70-329. - Effective period of division.

This division shall:

- (1) Become effective only after Sponsor(s) acquires the property, receives and closes a mortgage loan from Authority, and shall commence at the beginning of the tax year immediately after the property (or part of the property) has satisfied all the requirements under the Act; and
- (2) This Ordinance shall remain in effect and shall not terminate so long as the housing development is supported by a federal or Authority-aided mortgage and remains

subject to income and rent restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, but not to exceed fifty (50) years.

- (3) It is specifically acknowledged by City and Sponsor that if Sponsor does not obtain a mortgage loan from the Authority for the proposed housing development, the Ordinance will not take effect.
- (4) It is specifically acknowledged by City and Sponsor(s) that if City and Sponsor(s) do not reach agreement (through two separate Municipal Services Agreements) regarding provision of municipal services to the housing development within 15 days of the date of adoption of this Ordinance by City Council, the Ordinance will not become effective.
- (5) It is specifically acknowledged by City and Sponsor(s) that at least one Sponsor must commence construction within two (2) calendar years of the date of adoption of this Ordinance by City Council and the second Sponsor must commence construction within four (4) calendar years of the date of adoption of this Ordinance by City Council, otherwise the Ordinance will be repealed
- (6) Notwithstanding the above, the exemption shall cease for that portion of the project which is not operated consistent with Section 70-323 above.

Sec. 70-330 – Termination.

Notwithstanding anything contained herein to the contrary, should the Sponsor(s) fail to pay the final adjusted service charge in lieu of taxes granted hereunder, or fail to provide the verification of the calculations used to make the payment, the service charge in lieu of taxes granted by the Ordinance shall automatically be terminated, retroactive to January 1 of that year. The City shall file a Notice of Termination to the Sponsor(s) of the Housing Development and the Authority, by certified mail, within thirty (30) days of such termination.

Sec. 70-331. - Severability.

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

Sec. 70-332. – Inconsistent ordinances.

All divisions or parts of divisions inconsistent or in conflict with the provisions of this division are repealed to the extent of such inconsistency or conflict.

Patricia M. Randall, Mayor

FIRST READING: _____
SECOND READING: _____
ORDINANCE #: _____
EFFECTIVE DATE: _____

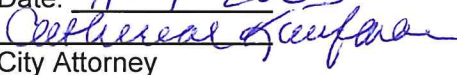
CERTIFICATION:

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 2023.

Erica Eklov, City Clerk

Approved as to Form:

Date: 11-9-2023


City Attorney

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT, entered into this day of , 2023 between Portage Caddis I Limited Dividend Housing Association, LLC, a Michigan limited liability corporation, of 294 Germany Rd., Williamston, MI, (hereinafter referred to as the "Owner") and the CITY OF PORTAGE, a Michigan municipal corporation, of 7900 S. Westnedge, Portage MI 49002 (hereinafter referred to as the "City"), witnesses that:

WHEREAS, Owner intends to construct a housing development that is for low to moderate income families on land legally described on Exhibit "A", (hereinafter referred to as the "Projects"); and

WHEREAS, Owner desires to ensure that certain municipal services will be provided to the Project during the term that the Tax Abatement Ordinance, Article 2 of Chapter 70, Taxation, Division 13, Portage Caddis (the "PILOT Ordinance") for this Project is in effect; and

WHEREAS, City deems it in the best interest of the City of Portage to maintain the majority of the Project as affordable rental residences for low to moderate income individuals and families by providing the assurance desired by Owner,

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall, for the life of this Agreement, provide services that are specifically administered through the City, including without limitation, emergency medical services, ambulance, fire protection, police protection, snow removal for publicly-owned city streets and maintenance for publicly-owned city streets adjacent to the Project; and other miscellaneous governmental services as may, from time to time, be mutually agreed to for the benefit of the Projects (the "Municipal Services").
2. Municipal Services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all applicable laws, rules and regulations.
3. The payment for Municipal Services shall be computed as follows: Sixteen Thousand (\$16,000) for the first year, which shall commence concurrently with the commencement of Article 2 of Chapter 70, Taxation, Division 13, Portage Caddis, and in each year thereafter increased by three percent (3%) over the amount due in the prior year.
4. Payment will be made on or before December 31st of each year following the first year following the date hereof and continuing through the period that the PILOT Ordinance remains in effect.
4. This agreement is governed by the laws of the State of Michigan. This agreement constitutes the entire understanding and agreement between the parties and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the parties, whether oral or written. This agreement may be amended only by written agreement, signed by the parties.

[signature page follows]

IN WITNESS WHEREOF, this Municipal Services Agreement is executed by the parties hereto through their duly authorized representatives as of the day and year first written above.

Portage Caddis 1 Limited Dividend Housing Association, LLC, a Michigan limited liability corporation

By: _____

John McGraw, Resident Agent

CITY OF PORTAGE

By: _____

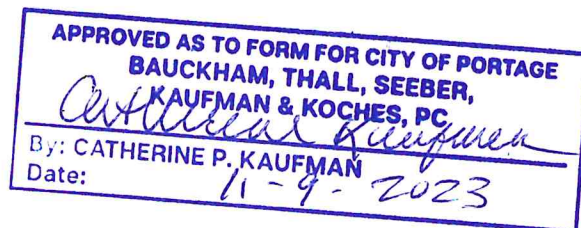


EXHIBIT A

Parcel 00016-740-E

412 W Centre Avenue

Part of the Southeast 1/4 of Section 16, Town 3 South Range 11 West described as follows: Commencing at the South 1/4 Post of Section 16; thence North 89 degrees 58 minutes 40 seconds East 1493.62 feet; thence North 00 degrees 01 minutes 20 seconds West 459.88 feet to the point of beginning; thence North 00 degrees 00 minutes 25 seconds West 308 feet; thence North 24 degrees 37 minutes 11 seconds West 134.38 feet; thence North 17 degrees 48 minutes 06 seconds East 452.67 feet; thence South 89 degrees 55 minutes 18 seconds East 278 feet more-or-less to a reference point 'A' and the centerline of Portage Creek; thence Southeasterly along the centerline of Portage Creek 195 feet more-or-less to a point which is 189.62 feet South 49 degrees 9 minutes 53 seconds West of said reference point 'A'; thence South 65 degrees 35 minutes 20 seconds East 503 feet; thence South 24 degrees 18 minutes 40 seconds West 279.04 feet; thence North 65 degrees 35 minutes 20 seconds West 10.78 feet; thence South 24 degrees 31 minutes 48 seconds West 309.29 feet; thence North 65 degrees 33 minutes 56 seconds West 113.72 feet; thence South 64 degrees 11 minutes 12 seconds West 102.52 feet; thence South 89 degrees 58 minutes 40 seconds West 226.09 feet to the point of beginning. Parcel contains approximately 9.47 Acres

Parcel 06451-001-O

7860 Shaver Road

PORTAGE CREEK LANDINGS CITY CENTRE CONDOMINIUM, PLAN #256, recorded at the Kalamazoo County Register of Deeds on Document 2013-010912; UNIT #1

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT, entered into this day of , 2023 between Portage Caddis II Limited Dividend Housing Association, LLC, a Michigan limited liability corporation, of 294 Germany Rd., Williamston, MI, (hereinafter referred to as the "Owner") and the CITY OF PORTAGE, a Michigan municipal corporation, of 7900 S. Westnedge, Portage MI 49002 (hereinafter referred to as the "City"), witnesses that:

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NOW, THEREFORE, the parties hereto agree as follows:

1. City shall, for the life of this Agreement, provide services that are specifically administered through the City, including without limitation, emergency medical services, ambulance, fire protection, police protection, snow removal for publicly-owned city streets and maintenance for publicly-owned city streets adjacent to the Project; and other miscellaneous governmental services as may, from time to time, be mutually agreed to for the benefit of the Projects (the "Municipal Services").
2. Municipal Services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all applicable laws, rules and regulations.
3. The payment for Municipal Services shall be computed as follows: Twenty-Four Thousand (\$24,000) for the first year, which shall commence concurrently with the commencement of Article 2 of Chapter 70, Taxation, Division 13, Portage Caddis, and in each year thereafter increased by three percent (3%) over the amount due in the prior year.
4. Payment will be made on or before December 31st of each year following the first year following the date hereof and continuing through the period that the PILOT Ordinance remains in effect.
4. This agreement is governed by the laws of the State of Michigan. This agreement constitutes the entire understanding and agreement between the parties and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the parties, whether oral or written. This agreement may be amended only by written agreement, signed by the parties.

[signature page follows]

IN WITNESS WHEREOF, this Municipal Services Agreement is executed by the parties hereto through their duly authorized representatives as of the day and year first written above.

Portage Caddis II Limited Dividend Housing
Association, LLC, a Michigan limited liability
corporation

By:

John McGraw, Resident Agent

CITY OF PORTAGE

By: _____

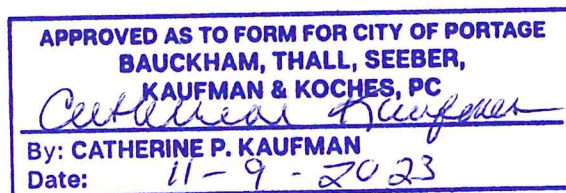


EXHIBIT A

Parcel 00016-740-E

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Parcel 06451-001-O

7860 Shaver Road

PORTAGE CREEK LANDINGS CITY CENTRE CONDOMINIUM, PLAN #256, recorded at the Kalamazoo County Register of Deeds on Document 2013-010912; UNIT #1

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Farmers Market Site Selection

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Review of Proposed Alternate Location for the Future Portage Farmers Market - Information Only

At the November 1, 2023, City Council meeting, the following motion was adopted: "to direct the City Administration to pursue a new Portage Farmers Market facility to be located in direct proximity to the Charles and Lynn Zhang Portage Community Senior Center; with the amendment to request a cursory review of the property owned by the City of Portage located at the corner of Romence Road and Lovers Lane." The cursory review of the proposed location has been completed and is attached for review and discussion.

Abonmarche was asked to review and take an objective look at the proposed alternate location, similar to the process they used when reviewing other potential locations. Their analysis is attached. The cost of the alternate location is substantial, primarily due to the need to prepare the site, construct parking, and build new interior spaces such as restrooms.

In addition to the work done by Abonmarche, the Portage Public Schools Superintendent and Portage District Library Director were consulted about potentially using their parking lots for overflow on market days should the new market be located at the Charles and Lynn Zhang Portage Community Senior Center. Neither expressed significant concern.

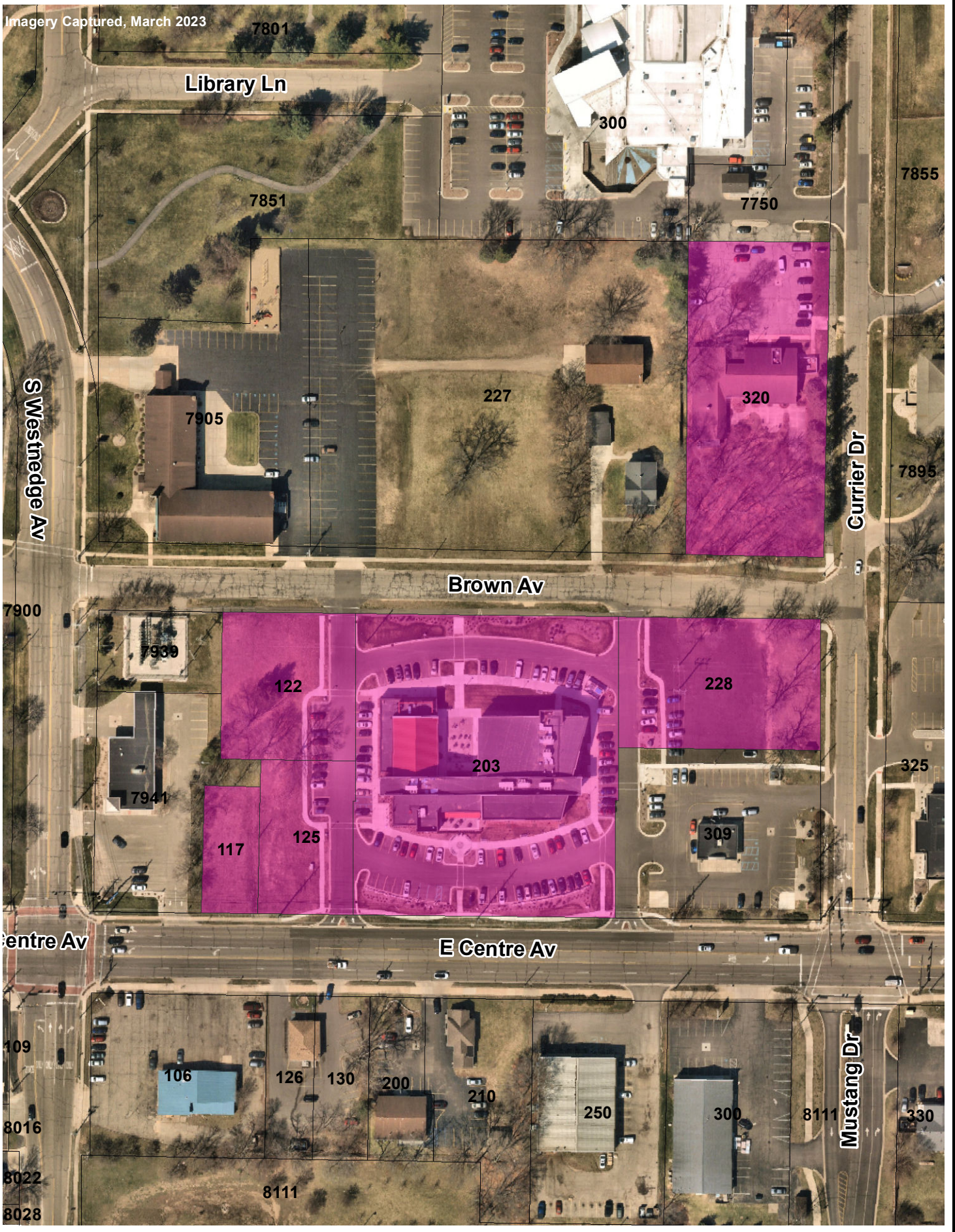
Unless directed otherwise, the City Administration will proceed as directed on November 1st and "pursue a new Portage Farmers Market facility to be located in direct proximity to the Charles and Lynn Zhang Portage Community Senior Center."

FUNDING: State Grant Funding and FY 23/24 CIP Funding for Architecture and Engineering

Attachments:

1. PZSC Vicinity Map
2. Portage Farmers Market - Alt Site Review

Imagery Captured, March 2023



Portage Zhang Senior Center

The first site assessed for the potential development of a new City of Portage Farmers Market was the undeveloped property at the northeast corner of the Portage Zhang Senior Center.

Located at 203 East Centre Avenue, the Portage Zhang Senior Center provides programs and opportunities that promote personal growth, health, friendship, and independence for adults aged 50 and over. The facility is a vital, busy facility, offering a variety of services and activities that change with the needs and desires of our members.

The facility is open six (6) days per week from Sunday through Friday. According to the Kalamazoo Areas Transportation Study, this portion of Centre Avenue has an average daily traffic count of just over 20,000 cars ensuring good visibility for a farmers market at this location.



Site Analysis

The subject site allows for the development of the following elements for a new farmers market:

- New 8,000 sq. ft. open structure that can house 22 vendors. The attached graphic shows how the vendors would layout under the structure.
- 19 vendor spaces available utilizing tents to set up on the north side of the building.
- Electrical connections at each vendors booth.
- New asphalt parking area for the vendors to access the building and serve as additional senior center parking when the market is not open.
- 85 existing parking spaces available on the site.
- Opportunities for food trucks to be present on site.

Conceptual Level Probability of Cost

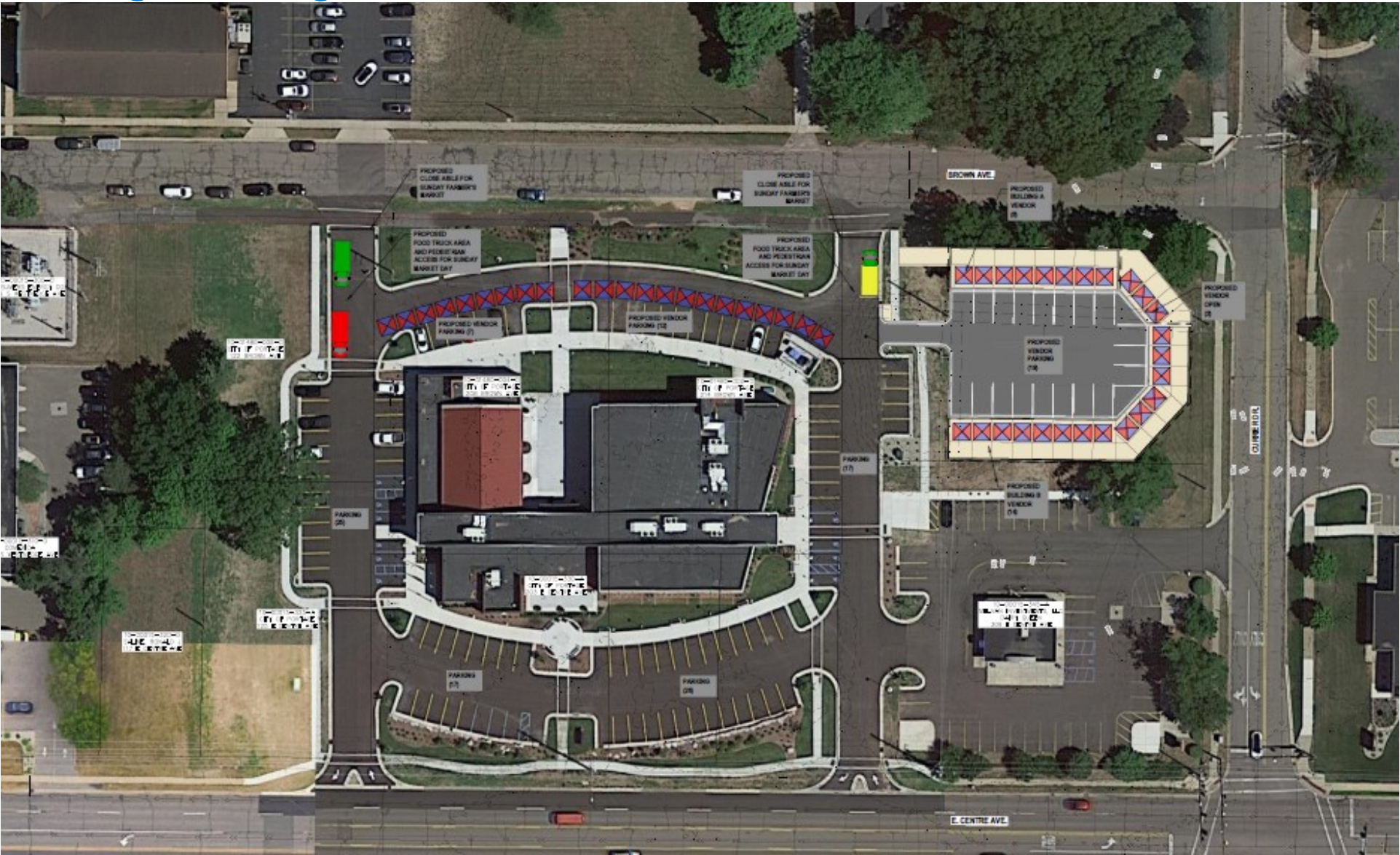
- The preliminary development cost of range for the subject site is between \$2,000,000 and \$2,400,000. Additional design work and due diligence activities will be necessary to further refine this estimate.

Site Challenges and Opportunities

- The Zhang Senior Center is open on Sundays which may create the opportunity for persons using the market to use the facilities amenities and services.
- The site is small limiting the amount of available parking which will likely necessitate negotiating parking agreements with neighboring properties.
- Site size does not allow for the development of additional amenities such as a performance stage.



Portage Zhang Senior Center



Romence and Lovers Lane

The City of Portage owns a large parcel of property at the intersection of Romence Road Parkway and Lovers Lane. Overall, the site has a “natural feeling” given the surrounding land uses but is conveniently located near the Westnedge Avenue commercial corridor.

The site is in the heart of the community's government and civic center. This makes the development of a new farmers market a natural fit given the surrounding land uses.

According to the Kalamazoo Areas Transportation Study, this section of Romence Parkway has an average daily traffic count of over 16,000 vehicles and the section of Lovers Lane adjacent the site has an average daily traffic count of over 10,000 vehicles.



Site Analysis

The subject site allows for the development of the following elements for a new farmers market:

- New 25,500 sq. ft. open structure that can house 74 vendors. The attached graphic shows how the vendors would layout under the structure. The structure supports twice as many vendors under roof compared to the other sites evaluated.
- Room for three food trucks.
- Central flex space gathering area at center of market structure for picnic tables, community events/meetings, etc.
- 800 sq. ft. farmer's market support building included in plan
- 207 parking spaces proposed to be constructed as part of the project.
- Site has potential for additional development depending on additional wetlands investigative work.

Conceptual Level Probability of Cost

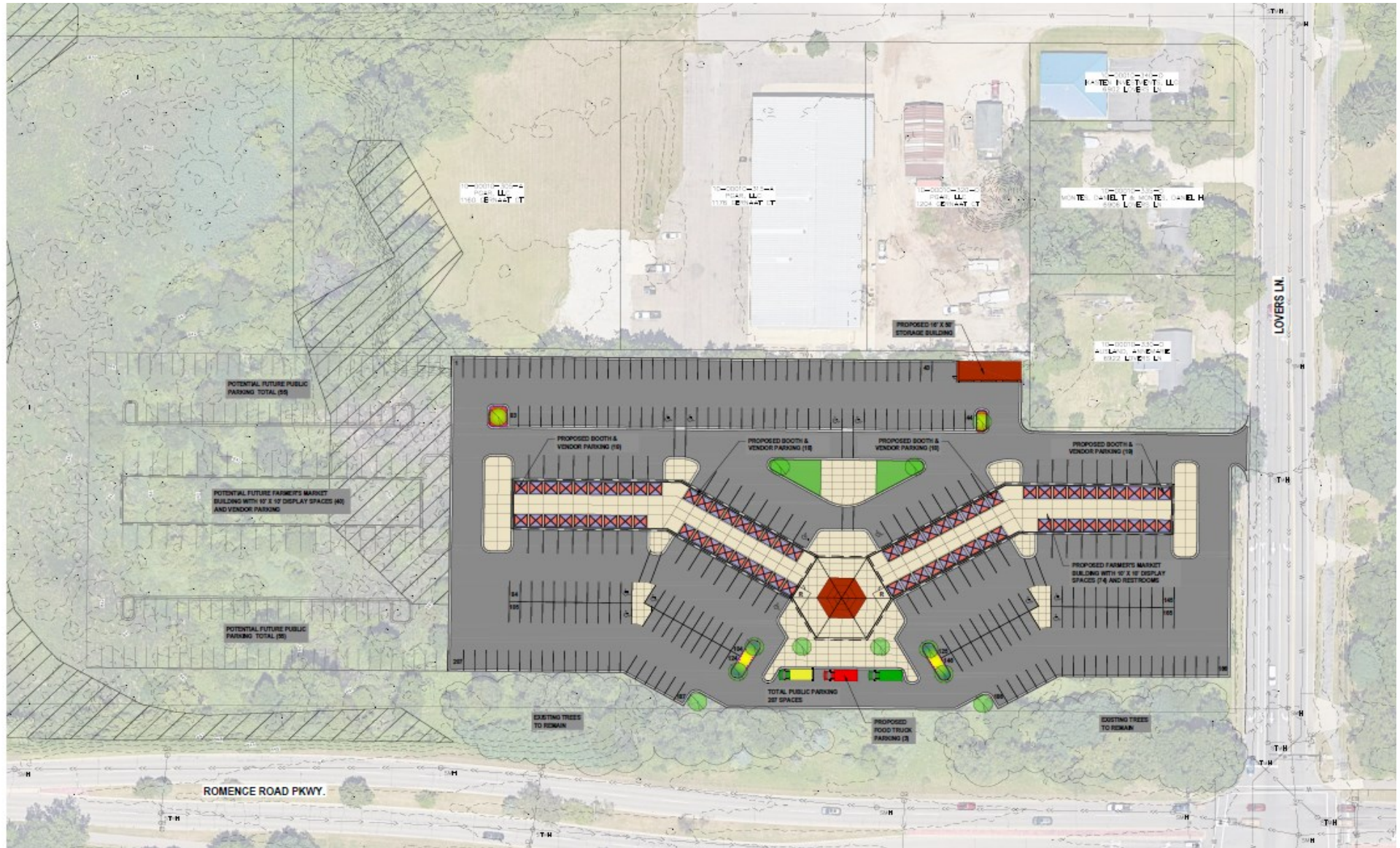
- The preliminary development cost of range for the subject site is between \$7,490,000 and \$8,200,000. Additional design work and due diligence activities will be necessary to further refine this estimate.

Site Challenges and Opportunities

- The conceptual design for the site was developed to avoid any potential wetlands; however, further wetland delineation work is needed before additional design work is undertaken.
- As an undeveloped site it presents a canvas with the most options to develop an anchor civic facility on this corner of the community likely encouraging additional private investment along the corridor.



Romence and Lovers Lane



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: 2024-2025 City Council Goals

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer
Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Discuss City Council Goals and Priorities for 2024-2025.

City Council spent most of the day on November 16 discussing intentions for the coming budget years and sharing ideas about your priorities going forward. Council members have shared feedback with staff, and the order of priorities came out as follows:

Potential Goal Topics

Farmers Market

Housing Strategies

Improve Zoning Ordinance

Optimize Waste Hauling

Sustainability Opportunities/Federal Funding

City Attorney Structure and Analysis

Create Façade Improvement Program

Lake Center District Advancements

Trail Improvements and Connections

Development Plan for Replacement DPW Campus

Mall Strategies

Rental Housing Inspection Program

Elijah Root Dam Update / Plan

City Council Master Plan Oversight/Approval

Parcel and Developable Land Inventory

City Hall Façade Refresh and Building Renovation

Charter Amendments

Lobby MDOT - Centre & 131 Interchange Improvements

Wastewater Treatment Governance

Gourdneck State Game Area Utilization

Business Registration/Licensing

Electric Vehicle Advocacy

Public Tree Inventory

I would recommend that we not assign much more than six or seven solid goals to make real progress. Following discussion at the Tuesday, December 5 regular City Council meeting, staff will prepare a final goal statement to present for the December 17 City Council meeting.

FUNDING: Not applicable.

Attachments: None