

- 6:00 p.m. Call to Order.
- Moment of Silence.
- Pledge of Allegiance.
- Roll Call.
- Proclamations:
- A. Petitions and Statements of Citizens (3 mins. per speaker).
- B. Consent Agenda:
1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of February 20, 2024
 2. Approve the Accounts Payable Register of March 5, 2024, as presented.
 3. Approve a five-year contract with Fredrickson Supply, LLC, in the amount of \$1,036,209.00 to provide two compactor trucks for the Spring Cleanup Program and the Spring Bagged Leaf and Brush Pickup Program and eight compactor trucks for the Fall Leaf Pickup Program, and authorize the City Manager to execute all documents related to this contract and subsequent renewals on behalf of the city.
 4. Award a contract in the amount of \$126,225 to Abonmarche Consultants of Benton Harbor, MI, for Professional Architectural and Engineering Services for the Portage Farmers Market and authorize the City Manager to execute all documents related to this action on behalf of the city.
 5. Adopt Resolution No.1 setting a public hearing on April 9, 2024, to create six regional Industrial Development Districts in the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.
 6. Approve the Final Plat (Public Infrastructure Acceptance) for The Oaks Phase 2, 7400 Montego Bay Street, with the condition that sidewalks, pavement markings, and street trees be installed by March 5, 2026, and subsequently set a public hearing for April 9, 2024, to change a segment of street name from "Live Oak Trail" to "Montego Bay Street".
 7. Approve the Final Plat (Public Infrastructure Acceptance) for Oakland Farms No. 3, 9840 Oakland Drive, with the condition that sidewalks and street trees be completed by March 5, 2026, and authorize the City Manager to execute all documents related to this action on behalf of the city.
 8. Approve a waiver of Water and Sewer Municipal Connection Fees for an affordable housing project at 10506 Oakland Drive in an amount not to exceed \$10,000 as a local contribution for a Kalamazoo County Housing for All Millage application and authorize the City Manager to execute all documents related to this action on behalf of the city.
 9. Approve the Housing for All Grant Agreement between Kalamazoo County and the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.
 10. Approve the Resolution of Support for Local Match for the MDNR Trust Fund grant for the Austin Lake Trail and authorize the City Manager to execute all documents related to this action on behalf of the city.
 11. Minutes of Boards & Commissions.
 12. Materials Transmitted.
 13. Calendar of Meetings:
 - Parks Board: Wednesday, March 6 at 6:30 p.m. at the Portage Parks & Recreation Building.
 - Economic Development Corporation/Tax Increment Finance Authority and Brownfield Redevelopment Authority: Thursday, March 7 at 8:00 a.m. at City Hall in Conference Room 1.
 - Human Services Board: Thursday, March 7 at 5:30 p.m. at City Hall in Conference Room 1.

- Planning Commission: Thursday, March 7 at 7:00 p.m. at City Hall in the City Council Chambers.
- Environmental Board: Wednesday, March 13 at 7:00 p.m. at City Hall in Conference Room 1.

- C. Communications:
 - D. Public Hearings:
 - E. Regular Business Agenda:
 - F. Unfinished Business:
 - G. Council Committee Reports:
 - H. New Business:
 - I. Statements of City Council and City Manager.
- Adjournment.

CITY COUNCIL MEETING MINUTES FROM FEBRUARY 20, 2024

Mayor Patricia Randall called the Regular Meeting to order at 06:00 PM in the Council Chambers at Portage City Hall.

ROLL CALL: Councilmembers Chris Burns, Victor Ledbetter, Nicole Miller, Patricia Randall, Terry Urban, Jihan Young, and Mayor Patricia Randall were present.

ABSENT: Mayor Pro Tem Jim Pearson.

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

At the request of Mayor Randall, the audience observed a moment of silence to recognize and prioritize the value of all human life and the prevalence of peace over violence. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS: Councilmember Young began by highlighting City Hall's current Black History display, then recounted a personal history of an African American enslaved family member. She then read the proclamation in honor of Black History Month.

MODIFICATION OF THE AGENDA: Motion by Burns, seconded by Ledbetter, to formally modify the February 20, 2024, Regular Meeting agenda by adding the following to the Consent Agenda section: 1) Item B.3, a one-year agreement for comprehensive liability, property and auto fleet insurance through the Michigan Municipal Risk Management Authority (MMRMA); and 2) Item B.4, retention of Attorney Stanley J. Stek as special legal counsel per Section 6.6 of the City Charter. Upon a roll call vote, motion carried 6 to 0.

PETITIONS AND STATEMENTS OF CITIZENS (3 MINS. PER SPEAKER): At the invitation of the Mayor, City Manager McGinnis began the public comment period by first discussing the recent citizen conversation regarding foreign affairs outside the scope of the city. He then highlighted available handouts for residents containing the contact information for federal elected officials. He then clarified certain city security practices.

1. Tim Kanaan (49324 Churchill Street, Mattawan) noted that, while he was a resident of Mattawan, he was also a member of the Prince of Peace Lutheran Church in Portage. He detailed his family origins from the country of Palestine and the various members of the multicultural family residing in the Kalamazoo/Portage area. Mr. Kanaan urged the Council to join the City of Kalamazoo and Kalamazoo Township in adopting a ceasefire resolution.
2. Jordan Kanaan (27475 Rolling Pines Court, Lawton) began by asking the members of the Council to note who were parents, the importance of leading by example, and highlighted comparisons of children affected in the Palestinian/Israeli conflict. He also spoke regarding the share of Arab business owners and medical professionals in the U.S. Mr. Kanaan urged the Council to support a ceasefire resolution.
3. Daniel Smith (3022 Fleetwood Drive) began by urging courtesy for those addressing the Council. He then spoke regarding the movie *Origin* comparing it to the current violence in Palestine in terms of conflicting ideologies. He argued for a ceasefire resolution and removing taxpayer-funded weapons.
4. Marissa Wagner (3110 Darmo Court, City of Kalamazoo) spoke regarding the comments regarding security measures noted in an e-mail exchange with resident Maribeth Henry. Ms. Wagner expressed concerns regarding the intentions with the noted security measures, associated explanations, and the Council's response to the residents requesting a ceasefire resolution.
5. Omar Elghawy (3683 Bellflower Drive) spoke regarding a ceasefire resolution and the need to support the matter locally, noting the rezoning matter discussed at the prior City Council meeting that included concerns for children's safety and compared the concern for the children of Gaza.
6. Dominic Parsons (310 West Melody Avenue) expressed concerns regarding the City Council adopting a ceasefire resolution, providing current statistics about the conflict in Gaza. He referenced the data for comparison to the population of Portage. He urged the Council to act.

7. Nyeisha Atchison (4319 Lakeside Drive, City of Kalamazoo) relayed that she attends school in Portage while a resident of Kalamazoo. She highlighted the comments both she and her friend made during the prior City Council meeting urging a ceasefire resolution. She expressed concerns regarding the Council not yet adopting a resolution, lack of action, and reactions.
8. Maribeth Henry (2621 Bach Avenue) spoke in support of a ceasefire resolution for Gaza and expressed concern about the City Council's reaction to impassioned citizen comments. She encouraged the City Council and City Administration to have continued dialogue with the residents for outreach, diversity, and concerns about Gaza.
9. Amy Damashek (1919 Brentwood Avenue, City of Kalamazoo) highlighted her role as a professor of psychology at Western Michigan University and member of the local Jewish community. She noted her professional background in supporting underserved children and families, highlighting the effect of the conflict in Palestine on its local children regarding violence, sanitary conditions, and safety. Ms. Damashek then noted several Jewish organizations that had already adopted ceasefire resolutions and urged the City Council to do the same.
10. Xena Zayad (3672 Taunton Trail) expressed displeasure with the City Council's response following the previous meeting. She relayed her move to the U.S. and her experience as a minority. She then stated that, as a student in Portage, she had experienced discrimination at school based on her race which she had not experienced in Kalamazoo.
11. Harrasa Santiago (5101 Swallow Avenue, Texas Township) urged the City Council to adopt a ceasefire resolution and expressed displeasure with the City Council's response following the previous meeting.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any would like an item removed from the Consent Agenda. Motion by Burns, seconded by Urban, to approve the Consent Agenda as presented. Upon a roll call vote, motion carried 6 to 0.

Cooley Drive Reconstruction Project: Motion by Burns, seconded by Urban, to award a construction contract to Rieth Riley Construction Company, Incorporated, Kalamazoo, Michigan in an amount not to exceed \$800,450.64 for the Cooley Drive Reconstruction project and authorize the City Manager to execute all documents related to the contracts on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

FY 2024-25 Budget Review Sessions: Motion by Burns, seconded by Urban, to establish April 23, 2024, from 2:00 to 5:30 p.m. and May 7, 2024, from 2:00 to 5:30 p.m. (if needed) for review of the proposed Fiscal Year 2024-2025 Budget. Upon a roll call vote, motion carried 6 to 0.

MMRMA Renewal: Motion by Burns, seconded by Urban, to approve a one-year agreement for comprehensive liability, property and auto fleet insurance through the Michigan Municipal Risk Management Authority (MMRMA) at a total cost not to exceed \$592,513 for the period March 1, 2024 to March 1, 2025 and authorize the Authorized Member Representative (City Manager) to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

Approval of Additional Legal Counsel: Motion by Burns, seconded by Urban, to approve the retention of Attorney Stanley J. Stek as special legal counsel per Section 6.6 of the City Charter. Upon a roll call vote, motion carried 6 to 0.

Minutes of Boards & Commissions: Motion by Burns, seconded by Urban, to receive the minutes of the Environmental Board of November 8, 2023; December 13, 2023; and January 10, 2024. Upon a roll call vote, motion carried 6 to 0.

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

REGULAR BUSINESS AGENDA:

Closed Session: Motion by Burns, seconded by Young, to enter into Closed Session to discuss a written legal opinion during the City Council Meeting of Tuesday, February 20, 2024. Upon a roll call vote, motion carried 6 to 0.

Exited at 6:45 p.m.

Returned at 8:17 p.m.

MDOT Grant for Austin Lake Trail: Mayor Randall introduced the item. As there was no additional discussion, motion by Young, seconded by Urban, to approve a Resolution of Support to provide a local match and submit a grant application to the MDOT Transportation Alternatives Program for construction of the Austin Lake Trail. Upon a roll call vote, motion carried 6 to 0.

Approval of Minutes: Councilmember Burns provided an explanation of his removal of the item from the Consent Agenda following a citizen inquiry and requested that the meeting minutes from the February 6, 2024 Regular Meeting be amended to include a notation that "Councilmember Burns asked if the Historic District Commission matter could be brought back at a later date. City Manager McGinnis and Attorney Kaufman confirmed that it could be brought back in the future if the district committee was not approved at that meeting."

Motion by Burns, seconded by Young, to approve the City Council Meeting Minutes of the Regular Meeting of February 6, 2024, as amended. Upon a voice vote, motion carried 6 to 0.

Accounts Payable Register: Councilmember Burns relayed why he had removed the item from the Consent Agenda, noting that a citizen had contacted him and requested an explanation for check number 20917(A) for \$3,605.05 to Fishbeck for Austin Lake East Shore Wetland Delineation; check number 326432 for \$3,379.20 to Orbis for an archaeological survey; and check number 326436 for \$4,375.00 to Progressive AE for consulting services for aquatic nuisance. Councilmember Burns provided an explanation as detailed to him by the City Administration regarding the various expenditures.

Motion by Burns, seconded by Urban, to approve the Accounts Payable Register of February 20, 2024, as presented. Upon a voice vote, motion carried 6 to 0.

MDOT Contract No. 24-5006 (Portage Road, Romence Road Parkway to Fairfield Road): At the Mayor's introduction, Councilmember Burns explained that a citizen had requested additional information on this item relating to the reference of a trail and intended placement of boulevard sections. Councilmember Burns relayed the staff response to the questions, noting that the justification of the reconstruction project was to accommodate pedestrian traffic on the trail running on both east and west sides of Portage Road between Romence and Milham roads. He then relayed that the boulevard sections were planned throughout the entire corridor of Portage Road, from Romence to Fairfield roads, as a traffic-calming design and tie in with existing boulevards previously installed from East Centre Avenue to Romence Road Parkway, as well as north of the project area by the Michigan Department of Transportation.

Motion by Burns, seconded by Young, to approve Contract No. 24-5006 between the Michigan Department of Transportation and the City of Portage for the reconstruction of Portage Road from Romence Road Parkway to Fairfield Road and adopt a Resolution authorizing the City Manager to sign all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

Rezoning Application No. 23/24-3 (1330 E. Centre Avenue): Mayor Randall introduced the item and Councilmember Burns explained the item's removal from the Consent Agenda, noting a citizen's request for additional clarification. Councilmember Burns stated that the citizen sought to understand the potential impact on the adjacent sidewalks and nearby Lovers Lane trail. He provided a response from the City Administration, noting that the rezoning does not impact sidewalk requirements as those are part of the separate Site Plan review and the Lovers Lane trail is not part of the rezoning consideration.

Motion by Burns, seconded by Ledbetter, to receive Rezoning Application No. 23/24-3 to rezone 1330 E. Centre Avenue from OS-1 Office Service District to B-1 Local Business District to facilitate future commercial development, and set a Public Hearing on March 19, 2024. Upon a roll call vote, motion carried 6 to 0.

Ordinance Amendment (2021 International Property Maintenance Code Adoption): Councilmember Burns relayed a citizen concern he received regarding the changes entailed with the adoption of the new International Maintenance Code and asked the City Administration to elaborate on the rationale for the proposal. City Manager McGinnis responded, noting the standard practice and acceptance by numerous municipalities in Michigan. At City Manager McGinnis' request, Chief Development Officer (CDO) Pete Dame explained, noting two exceptions for the city pertaining to noxious weeds and reestablishment of heating.

Councilmember Burns asked the City Attorney why the routine red-line/strikeout example of the proposed ordinance revisions was not included in this item. City Attorney Kaufman responded, noting Assistant City Attorney Roxanne Seeber had prepared the item and apologized for the oversight. Councilmember Burns asked if the ordinance amendment was time-sensitive, to which CDO Dame responded it was not. Councilmember Burns suggested that additional explanation from the City Administration would be helpful,

as well as postponing it until the next Council meeting. Councilmember Urban also elaborated on the Council's desired explanation and asked how the city would make the Code available online to the public, noting it was a private vendor publication. CDO Dame responded that the City Administration would further research the options and ensure the Code would be available online in some form. Councilmember Urban also asked that the ordinance amendment include the statement "as adopted" and expressed concern with the City Administration's notation of future automatic adoptions of the Code as a third-party document, as well as the two city exceptions entailed.

Mayor Randall asked why the city was adopting the 2021 Code in 2024. CDO Dame responded. Mayor Randall asked for additional information regarding how many other municipalities had adopted this code and the purpose behind doing so. City Attorney Kaufman responded that her firm would research and provide that information at the next meeting.

Motion by Burns, seconded by Urban, to table the first reading of the proposed ordinance to adopt the 2021 International Property Maintenance Code providing for future updates to the regular City Council meeting on March 5, 2024. Upon a roll call vote, motion carried 6 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Miller provided an update regarding the Discover Kalamazoo Advisory Board. Councilmember Burns provided an update regarding the Central County Transportation Authority Board.

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

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Burns spoke regarding the citizen inquiries regarding the Portage Road MDOT project and associated trail improvements, as well as Council's oversight regarding final elements of the Austin Lake Trail project design.

Councilmember Ledbetter agreed with Councilmember Urban and noted the Council welcomes citizen comments, but relayed the concerning citizen comment from the prior meeting. He then relayed the award-winning advancements created by Dr. Marian Croke for telecommunications in relation to Black History Month.

Councilmember Miller had no comments.

Councilmember Urban expressed disagreement with the various citizen statements from earlier in the meeting that identified the Councilmembers as indifferent, racist, and concerned for personal safety. He noted concern about the student comments made regarding racist remarks while at school and implored the school district to further research. He noted he would support a statement regarding the Council's position but that no drafts thus far had addressed the hostage situation. He also stated he had received threatening emails regarding the subject.

Councilmember Young recognized local 4th and 5th graders who participated in the Battle of the Books elementary competition, including a first-place award to the Amberly Elementary "Tigers" and a second-place award to the 12th Street Elementary "Jaguars." She then recognized the Portage Public Schools' "OK to Say" anti-bullying program in light of the young citizen comments noting racist bullying at school and encouraged students to use it if they witness or experience bullying. Councilmember Young then responded to the citizen comments directed to Councilmembers with children in relation to the Palestinian conflict, stating that she did not take her position in life for granted. She then relayed the receipt of threatening e-mails both she and Councilmember Ledbetter had received from those identifying with the ceasefire argument, which were unacceptable.

City Manager McGinnis provided a reminder of the coming spring and an associated Farmer's Market vendor meeting on February 29th.

Mayor Randall also responded to certain citizen comments and perceived threats directed toward the Council in relation to the Palestinian/Israeli conflict. She reiterated the longstanding position of the Council to refrain from commenting on international matters. She then noted the upcoming Chinese Lantern Festival scheduled for the Zhang Portage Senior Center on February 25 to promote reconciliation, peace, and forgiveness.

ADJOURNMENT: Mayor Randall adjourned the meeting at 9:19 p.m.

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 March 5, 2024, 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 February 11, 2024, through February 24, 2024, and notes \$557,274.36 in automated clearing house payments, \$550,558.17 in paper checks, \$155,706.57 in auto-pay payments, and \$3,604,638.87 in electronic payments for a grand total of \$4,868,177.97.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of March 5, 2024

ACCOUNTS PAYABLE REGISTER
Check Dates From: 2/11/2024 to 2/24/2024

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Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
02/16/2024	20971(A)	ADAMS REMCO, INC.	ELECTRONIC KIOSK FOR MLK PARK	400.00
02/16/2024	20972(A)	ADP, INC.	ADP SERVICES	6,766.17
02/16/2024	20973(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	2,179.80
02/16/2024	20974(A)	ALRO STEEL CORPORATION	REPAIR AND MAINTENANCE	38.75
02/16/2024	20975(A)	AMAZON.COM SALES, INC.	INDUSTRIAL LADDER-FD; COMP ACCESSORIES-PI	1,393.14
02/16/2024	20976(A)	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES	170.23
02/16/2024	20977(A)	AVI SYSTEMS, INC.	CABLECASTING/BROADCASTING EQUIP, AMP REPL	11,587.78
02/16/2024	20978(A)	B S & A SOFTWARE	BS&A ONLINE BUILDING/PERMITTING, SERVICE	4,808.00
02/16/2024	20979(A)	BAREITHER, CHAD	STRATEGIC PLANNING	3,683.33
02/16/2024	20980(A)	BARRON, DIANE E	PZSC FITNESS INSTRUCTOR TAP DANCE CLASS	120.00
02/16/2024	20981(A)	BAUCKHAM, THALL, SEEBER, KAUFMAN	ATTORNEY FEES FEB 2024	19,750.32
02/16/2024	20982(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM	64,823.46
02/16/2024	20983(A)	C D W GOVERNMENT, INC.	WORKSTATION WALL PC MOUNT	38.95
02/16/2024	20984(A)	CARLETON EQUIPMENT CO.	REPAIR & MAINT SUPPLIES	4,028.53
02/16/2024	20985(A)	CERTASITE LLC	NOVEC SYSTEM SEMI-ANNUAL INSPECTION	395.19
02/16/2024	20986(A)	CIVICPLUS	ANNUAL WEBSITE HOSTING FEES, MASS NOTIF SYS	15,692.91
02/16/2024	20987(A)	CLEAN EARTH ENVIRONMENTAL SERV	PORTAGE ROAD SEWER BACKUP	1,767.74
02/16/2024	20988(A)	CONSOLIDATED ELECTRICAL DIST INC	LIGHT POLE REPAIR AT MILLENIUM PARK	2,450.72
02/16/2024	20989(A)	COX, ELISA ROSE	PZSC FITNESS INSTRUCTOR	690.00
02/16/2024	20990(A)	CROWN TROPHY	FIRE OPERATING SUPPLIES	28.00
02/16/2024	20991(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	2,340.55
02/16/2024	20992(A)	DURIAN, TAMMY	REIMB YAC WINTER SNOW EVENT FOOD & MAT	190.62
02/16/2024	20993(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHAIR YOGA	900.00
02/16/2024	20994(A)	EKLOV, ERICA	REIMB LUNCH FOR TRAINING DAY	48.72
02/16/2024	20995(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ACCESS CONTROL EQUIP, SECURITY CAMERAS	8,646.88
02/16/2024	20996(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	PARTS & MAINT SUPPLIES	3,784.83
02/16/2024	20997(A)	FOREMOST SALES COMPANY LLC	PARK FACILITY CLEANING	1,695.00
02/16/2024	20998(A)	GRAINGER INC	HI-VIZ CLOTHING	1,117.60
02/16/2024	20999(A)	GREAT LAKES CHLORIDE, INC.	BOOST FOR WINTER ROAD MAINTENANCE	9,954.58
02/16/2024	21000(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	2,667.91
02/16/2024	21001(A)	HOLCOMB, JOSHUA BARBER	PZSC MUSIC INSTRUCTOR UKULELE I AND II	900.00
02/16/2024	21002(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL & MAINT SUPPLIES	2,377.24

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02/16/2024	21003(A)	INSIGHT PUBLIC SECTOR, INC.	MICROSOFT O365 CLOUD SERVICE	6,544.19
02/16/2024	21004(A)	INTERNATIONAL CODE COUNCIL, INC	COMMENTARY BOOKS & STUDY GUIDES	281.25
02/16/2024	21005(A)	JB PRINTING	PORTAGER NEWSLETTER	3,428.32
02/16/2024	21006(A)	KEHOE, EDWARD J	PZSC FITNESS INSTRUCTOR TAI CHI	600.00
02/16/2024	21007(A)	KURZAVA, MATTHEW STEPHEN	PZSC FITNESS INSTRUCTOR TAI CHI/PARKINSON'S	500.00
02/16/2024	21008(A)	KUSHNER & COMPANY, INC.	COBRA & FSA ADMINISTRATION	294.10
02/16/2024	21009(A)	LAWSON PRODUCTS, INC	REPAIR & MAINT SUPPLIES	1,899.25
02/16/2024	21010(A)	LEATHERMAN, ROBERT	REIMB EXPS-DIVE RESCUE TRAINING	443.45
02/16/2024	21011(A)	LOWE'S HOME CENTER	MILLENIUM PARK WATER HEATER	521.55
02/16/2024	21012(A)	LRE	ENGINEERING SERVICES-HAMPTON CREEK BOG	235.00
02/16/2024	21013(A)	MACQUEEN EQUIPMENT LLC	REPAIR & MAINT SUPPLIES	2,241.28
02/16/2024	21014(A)	MATTISON, MEGAN	PZSC COOKING INSTRUCTOR	360.00
02/16/2024	21015(A)	MAYHEW, BRYAN	REIMB EXPS-MACP WINTER CONFERENCE	50.00
02/16/2024	21016(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	159.56
02/16/2024	21017(A)	MEEKHOF TIRE SALES & SERVICE INC.	TIRE ROTATION FOR LOADER	1,384.28
02/16/2024	21018(A)	METRONET HOLDINGS LLC	CABLE ACCESS/INTERNET FIBER SVC/PHONE SVC	4,585.37
02/16/2024	21019(A)	MOTOR PARTS AND EQUIPMENT CORP	REPAIR & MAINT SUPPLIES	268.84
02/16/2024	21020(A)	MUNICIPAL EMERGENCY SERVICES INC	FIRE PPE GEAR/UNIFORMS	724.00
02/16/2024	21021(A)	NOTT, SARAH	PZSC ART INSTRUCTOR	150.00
02/16/2024	21022(A)	NYE UNIFORMS	POLICE UNIFORMS	1,557.64
02/16/2024	21023(A)	O'BOYLE-COLWELL-BLALOCK & AS.	LAKEVIEW PARK EGLE PERMIT	400.00
02/16/2024	21024(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES	252.88
02/16/2024	21025(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEE SERVICES	15,981.55
02/16/2024	21026(A)	PARIS CLEANERS	POLICE UNIFORM LAUNDRY SERVICES	807.36
02/16/2024	21027(A)	PLASKO, PATRICIA MARIE	PZSC FITNESS INSTRUCTOR BEMOVED DANCE	450.00
02/16/2024	21028(A)	PRINTING SERVICES INC	PRINTING SERVICES	2,200.75
02/16/2024	21029(A)	R W LAPINE INC.	FIRE FACILITY MAINT	3,108.00
02/16/2024	21030(A)	ROBERT LAMSON, LLC	POST-OFFER EVAL	495.00
02/16/2024	21031(A)	ROE-COMM, INC.	MISC RADIO SERVICES	180.00
02/16/2024	21032(A)	ROSE, SANDRA K.	PZSC CARDIO DRUMMING FITNESS INSTRUCTOR	400.00
02/16/2024	21033(A)	S B F ENTERPRISES, INC.	ENVELOPES, PROCESSING WATER/SEWER BILLS	1,525.15
02/16/2024	21034(A)	SHINY BRITE WASHING SYSTEMS LLC	CAR WASHES	169.99
02/16/2024	21035(A)	SMITH DAWSON & ANDREWS, INC.	FEDERAL ADVOCACY SERVICES	5,000.00

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02/16/2024	21036(A)	STAPERT, BRETT	PER DIEM-SEXUAL ASSAULT INVESTIGATIONS TR	147.50
02/16/2024	21037(A)	STOUT, MELISSA JOY	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARR	500.00
02/16/2024	21038(A)	TAYLOR, GRANT	REIMB EXPS-MI MUNICIPAL TREASURERS ASSOC	291.47
02/16/2024	21039(A)	TMK WORLDWIDE, LLC	METER SERVICE	312.05
02/16/2024	21040(A)	TRUCK & TRAILER SPECIALTIES	VEHICLE PARTS AND MAINTENANCE	1,684.31
02/16/2024	21041(A)	UNIFIRST CORPORATION	HALLWAY CARPET RENTAL	163.09
02/16/2024	21042(A)	VEOLIA WATER CONTRACT OPERATIONS	WATER SYSTEM CHEMICALS	98,322.77
02/16/2024	21043(A)	WAYNE COUNTY APPRAISAL LLC	ASSESSING SERVICES	39,349.25
02/16/2024	21044(A)	WEST MICHIGAN INT'L LLC	REPAIR & MAINT SUPPLIES	74.22
02/16/2024	21045(A)	WOLFE, MATTHEW	REIMB EXPS-MACP WINTER CONFERENCE	660.33
02/23/2024	21046(A)	ADP, INC.	2023 ADP Q4/YEAR END REPORTING AND W2'S	2,912.50
02/23/2024	21047(A)	BLUE CARE NETWORK-GREAT LAKES	BCNA HEALTH INSURANCE	180,065.02
02/23/2024	21048(A)	EKLOV, ERICA	REIMB-EARLY VOTING SITE DOOR LOCK & CHAIN	48.72
02/23/2024	21049(A)	VANDERVEEN, BRADY	REIMBURSE PURCH OF BATTERY-COMPUTER SURG	107.42
Total ACH				557,274.36

Check Type: Paper

02/13/2024	326469	SUN TITLE AGENCY OF MICHIGAN, LLC	PURCHASE OF 8847 PORTAGE RD/CLOSING COST	171,507.96
02/16/2024	326470	A BETTER WAY TREE CARE LLC	TREE REMOVAL SERVICES	1,250.00
02/16/2024	326471	A-1 REFRIGERATION SALES & SERV	HVAC/BOILER SERVICE REPAIR	945.00
02/16/2024	326472	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	1,355.00
02/16/2024	326473	ALLIED MECHANICAL SERVICE	HVAC SERVICES	2,286.75
02/16/2024	326474	ALTA EQUIPMENT CO.	CIMLINE CRACK SEALER REPAIRS	13,652.51
02/16/2024	326475	ASCENSION BORGESS HOSPITAL	DOT PHYSICAL & POST-COE PHYSICAL	1,946.00
02/16/2024	326476	AT&T	ELECTRONIC COMMUNICATIONS	89.08
02/16/2024	326477	BAY AREA TOUCHLESS CARWASH LLC	CAR WASHES	156.00
02/16/2024	326478	BELKEMA CONSTRUCTION	HYDRANT METER	100.00
02/16/2024	326479	BRITTON, RACHAEL	GRAIN ELEVATOR DEPOSIT & FEES REFUND	167.50
02/16/2024	326480	BRONSON HEALTHCARE GROUP	LEGAL BLOOD DRAWS	200.00
02/16/2024	326481	BRUCE, MATTHEW ALLEN	FIRE TRAINING NFPA FIRE INSTRUCTOR II	275.00
02/16/2024	326482	BURGGRAF, WILLIAM S	PARKS OFFICE SHELVES	465.00
02/16/2024	326483	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	74.28
02/16/2024	326484	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00

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Check Date	Check	Vendor Name	Description	Amount
02/16/2024	326485	CHICAGO TITLE OF MICHIGAN, INC.	CDBG TITLE SEARCH	150.00
02/16/2024	326486	CITY OF KALAMAZOO (PUBLIC SAF)	FIRE HAZMAT MEMBERSHIP	1,400.00
02/16/2024	326487	CITY OF KALAMAZOO TREASURER	WATER SERVICES	35.38
02/16/2024	326488	CORE TECHNOLOGY CORP.	CORE TECHNOLOGY MAINTENANCE	9,502.00
02/16/2024	326489	CUMMINGS, LAUREN	PZSC ART INSTRUCTOR	174.37
02/16/2024	326490	CUNNINGHAM, DANIEL R	PZSC COOKING INSTRUCTOR	296.32
02/16/2024	326491	D L Z MICHIGAN INC	ENGINEERING SERVICES - WEST MILHAM	17,887.38
02/16/2024	326492	DEVON TITLE AGENCY	OVERPAYMENT FOR WATER/SEWER BILL	66.14
02/16/2024	326493	DORRANCE FORD INC	MAINTENANCE REPAIR SUPPLIES	64.05
02/16/2024	326494	DTN, LLC	WEATHER SERVICES	1,171.80
02/16/2024	326495	EASTERN MICHIGAN UNIVERSITY	EMU SCHOOL OF FIRE STAFF & COMMAND	3,500.00
02/16/2024	326496	ED DRESLINSKI CONSULTING INC	FIRST LINE SUPERVISION TRAINING	595.00
02/16/2024	326497	EDWARDS INDUSTRIAL SALES, INC.	REPAIR & MAINT SUPPLIES	47.37
02/16/2024	326498	EMERGENCY VEHICLE PRODUCTS	POL VEH & FIRE APPARATUS REPAIR & MAINT	2,286.59
02/16/2024	326499	ENVIRONMENTAL RESOURCES GROUP, LLC	STORM WATER MONITORING PROGRAM	19,243.33
02/16/2024	326500	FADER EQUIPMENT, INC.	HANDPUMP SPRAYERS	350.00
02/16/2024	326501	FELDT, ERIC	PER DIEM-TRANS BONANZA TRAINING	29.25
02/16/2024	326502	FIBERS OF KALAMAZOO INC	ARCTIC GUARD SALT FOR SIDEWALKS	1,411.20
02/16/2024	326503	FIRE DEPARTMENT TRAINING NETWORK	FIRE DEPT TRAINING NETWORK MEMBERSHIP	300.00
02/16/2024	326504	FORD, JENNY	PORTAGE CULINARY ACADEMY REFUND	20.00
02/16/2024	326505	GAGE, PATRICK	MAILBOX REIMBURSEMENT	44.00
02/16/2024	326506	GORDON FOOD SERVICE	MPIR CONCESSION & PZSC COFFEE BAR SUPPLIES	1,044.40
02/16/2024	326507	GUTHRIE, PAUL	MAILBOX REIMBURSEMENT	44.00
02/16/2024	326508	HERRIMAN, SCOTT E	PZSC KARAOKE NIGHT EVENT	250.00
02/16/2024	326509	HOME DEPOT	REPAIR & MAINT SUPPLIES	1,407.16
02/16/2024	326510	VOID		0.00
02/16/2024	326511	VOID		0.00
02/16/2024	326512	HOUSEMAN, KEVIN	REIMBURSEMENT FOR IRRIGATION DAMAGES	370.00
02/16/2024	326513	INT'L SOCIETY OF FIRE SERVICE INSTR	LIVE FIRE CREDENTIAL-FIXED FACILITY - REG	725.00
02/16/2024	326514	JUSTICE FENCE COMPANY	LOOP DETECTOR REPLACEMENT	600.00
02/16/2024	326515	KALAMAZOO AVIATION HISTORY MUSEUM	PZSC PRESENTATION-WOMEN IN AIR & SPACE	250.00
02/16/2024	326516	KALAMAZOO COUNTY GOVERNMENT	OVERPAYMENT OF SUMMER TAX23	61.16
02/16/2024	326517	KALAMAZOO COUNTY TREASURER	OAKBROOK FEBRUARY 2024 MOBILE HOME TAXES	305.00

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02/16/2024	326518	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES JANUARY 2024 MOBILE HOME	272.50
02/16/2024	326519	KALAMAZOO COUNTY TREASURER	2024 DOG LICENSE SALES PAYMENT	2,490.00
02/16/2024	326520	KALAMAZOO COUNTY TREASURER	4TH QTR 2023 BILLING FOR SUBPOENA BY MAIL	613.00
02/16/2024	326521	KALAMAZOO LANDSCAPE SUPPLIES	LAWN RESTORATION - LOCAL STREETS	562.00
02/16/2024	326522	KALAMAZOO LAWN & GARDEN EQUIPMENT	REPAIR & MAINT SUPPLIES	47.74
02/16/2024	326523	KALAMAZOO VALLEY COMMUNITY COL	PZSC IPAD INSTRUCTOR COURSE	450.00
02/16/2024	326524	KALLEWARD GROUP, INC.	COUNCIL CHAMBERS BALLISTIC PANELS & INSTALL	2,975.00
02/16/2024	326525	KANTOLA PRODUCTIONS	COMPLETE VIDEO LIBRARY - KOD +SEATS	519.25
02/16/2024	326526	KEANE, MARY ANN	PZSC TRAVEL REFUND	75.00
02/16/2024	326527	KLOBUCHER, BESS	PZSC TRAVEL REFUND	50.00
02/16/2024	326528	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER SERVICES/MAINTENANCE	387.00
02/16/2024	326529	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR/MAINTENANCE	878.80
02/16/2024	326530	LAMPLIGHTER ELECTRICAL LLC	EMER KALCO-ELECTRICAL UPDATE	3,524.00
02/16/2024	326531	LENS EQUIPMENT LLC	ANNUAL SERVICE	499.00
02/16/2024	326532	LERETA LLC	2023 SUMMER TAX REFUND DUE PRE CHANGE	1,094.87
02/16/2024	326533	LEXISNEXIS RISK DATA MANAGEMENT INC	MONTHLY ACCURINT; DORS REPORTING	1,385.00
02/16/2024	326534	LUXYCLAD LTD	PARK PAVILION SIDING/TRIM MAT	2,232.20
02/16/2024	326535	LYNCH, JORDAN MICHAEL	TREE ASSESSMENTS	800.00
02/16/2024	326536	MARCH, STEPHEN	HAYLOFT RENTAL & DEPOSIT REFUND	1,010.00
02/16/2024	326537	MCDONALD'S TOWING & RESCUE, INC.	POLICE TOWING SERVICES	90.00
02/16/2024	326538	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINT	1,906.64
02/16/2024	326539	MICRODESK, LLC D/B/A SYMETRI	BLUEBEAM SUBSCRIPTION	4,548.36
02/16/2024	326540	MIDWEST CUSTOM EMBROIDERY COMPANY	EMBROIDERY FOR UNIFORMS	714.50
02/16/2024	326541	MITCHELL, LISA	PORTAGE CULINARY ACADEMY REFUND	20.00
02/16/2024	326542	MOORLAG, JOSIE LIN	YOGA 4 LIFE CLASSES	944.00
02/16/2024	326543	MOTION PICTURE LICENSING CORP.	PZSC LICENSING FOR MOTION PICTURES	269.97
02/16/2024	326544	NAYLOR LANDSCAPE MANAGEMENT INC.	PZSC SNOW REMOVAL	2,551.04
02/16/2024	326545	OFFICE DEPOT, INC.	OFFICE SUPPLIES (ALL OFFICES)	564.72
02/16/2024	326546	OMNISCIENT HOLDINGS, LLC	WATER USE PERMIT REFUND	1,550.00
02/16/2024	326547	ON DUTY GEAR, LLC	ARMOR EXPRESS SURGE PLATES	4,638.00
02/16/2024	326548	PETTY CASH-DANA FAIR	REPLENISHMENT CHECK	338.65
02/16/2024	326549	PHOENIX SAFETY OUTFITTERS, LLC	KVCC POLICE ACADEMY CADET UNIFORMS	348.12
02/16/2024	326550	PIAM	PLUMBING INSPECTORS ASSOC CONFERENCE-REG	500.00

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02/16/2024	326551	PIAM	PLUMBING INSPECTORS ASSOC CONFERENCE-REG	500.00
02/16/2024	326552	POLICE EXECUTIVE RESEARCH FORU	POL EXECUTIVE RESEARCH FORUM MEMBERSHIP	475.00
02/16/2024	326553	PORTAGE GLASS & MIRROR	BACK WINDOW REPLACEMENT	450.00
02/16/2024	326554	PRINCIPAL FINANCIAL GROUP	ACTUARIALLY RECOMMENDED CONTRIBUTION	56,512.00
02/16/2024	326555	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	119.18
02/16/2024	326556	RATHCO SAFETY SUPPLY, INC.	ROAD SIGNS	1,867.00
02/16/2024	326557	RENEWED EARTH, INC.	LEAF AND BRUSH DISPOSAL	8,166.66
02/16/2024	326558	SCHMIDT, MARY	PZSC FITNESS INSTRUCTION BONE BUILDER	105.00
02/16/2024	326559	SCHUPAN & SONS, INC.	METAL FOR TRAILER	17.50
02/16/2024	326560	SEMARK, CYNTHIA RUTH	PZSC ART INSTRUCTOR	154.95
02/16/2024	326561	SHERWIN WILLIAMS	PAINT FOR TRASH CANS AT PARKS/CEMETERIES	359.92
02/16/2024	326562	SHI INTERNATIONAL CORP.	CISCO SMARTNET RENEWAL	4,968.22
02/16/2024	326563	SIRCHIE FINGER PRINT LABORATORIES	PRINTMATIC INK PADS	185.56
02/16/2024	326564	SITEONE LANDSCAPE SUPPLY LLC	PARKS IRRIGATION REPAIR SUPPLIES	87.30
02/16/2024	326565	SMART SOURCE, LLC	CUSTOM SHOPPING BAGS	638.00
02/16/2024	326566	SPARTAN DISTRIBUTORS INC.	REPAIR & MAINT SUPPLIES	708.30
02/16/2024	326567	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	427.00
02/16/2024	326568	STATE OF MICHIGAN	SOR REGISTRATION FEES	30.00
02/16/2024	326569	STATE OF MICHIGAN	SOR REGISTRATION FEES	150.00
02/16/2024	326570	STATE OF MICHIGAN (DOT)	TRAF SIG UPGRADE, MDOT CONTRACT MULT LOCS	59,342.94
02/16/2024	326571	STATE SYSTEMS RADIO, INC	RADIO SERVICES FEES	561.00
02/16/2024	326572	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIP REPAIR & MAINT	1,703.52
02/16/2024	326573	SWAN CHARLIE FIRST, LLC	DUPLICATE PAYMENT OF WINTER TAX	174.42
02/16/2024	326574	T-MOBILE USA INC	MISC CELL PHONE CHARGES	2,411.21
02/16/2024	326575	TEAM SUPPORT SERVICES, LLC	RECORD STORAGE & PROJECT MANAGEMENT	1,722.20
02/16/2024	326576	U S SIGNAL COMPANY, LLC	MONTHLY INTERNET FIBER SERVICES	870.00
02/16/2024	326577	ULINE, INC.	PALLET SHELVING, RACK RAIL FOR TRAILERS	4,019.47
02/16/2024	326578	UNITED PARCEL SERVICE	UPS WEEKLY	36.84
02/16/2024	326579	US DIGITAL DESIGNS, INC.	FIRE STATION ALERTING/ANNUAL DISPATCH	604.13
02/16/2024	326580	WASHCO, LLC	GRAFFITI REMOVAL	200.00
02/16/2024	326581	WASTE MANAGEMENT	WTP IRON WASTE REMOVAL	1,975.37
02/16/2024	326582	WIGHTMAN	ENGINEERING SERVICES - WEST CENTRE	6,395.00
02/16/2024	326583	WILD, JED	PER DIEM-EMU FIRE STAFF & COMMAND	379.50

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Check Date	Check	Vendor Name	Description	Amount
02/16/2024	326584	WMU HOMER STRYKER MD SCHOOL OF MED	CPR CERTIFICATION CARDS	150.00
02/16/2024	326585	WRAPS N SIGNS	CSU GRAPHICS	98.25
02/16/2024	326586	WURTSMITH, BRIANNA	FARMERS MKT-CERTIFICATION TRAINING REIMB	86.82
02/21/2024	326587	CITY EMPLOYEE	REPLACE LOST 10/19/23 PAYROLL CHECK	906.37
02/23/2024	326588	CORELOGIC CENTRALIZED REFUNDS	2023 SUMMER TAX REFUND DUE PRE CHANGE	1,003.43
02/23/2024	326589	SHOPPES GREENWOOD, LLC	2023 SUMMER AND WINTER TAX REFUND	44,086.45
02/23/2024	326590	USPS	REFILL POSTAGE METER	5,000.00
02/23/2024	326591	BRINKER INTERNATIONAL INC	2023 SUMMER AND WINTER TAX REFUND	39,959.32
Total Paper Checks				550,558.17

Check Type: Auto-Pay Payments

02/12/2024		CONSUMERS ENERGY	GAS-ELECTRIC	1,075.31
02/12/2024		FINTECHEFT	PZSC PROGRAM SUPPLIES	167.81
02/13/2024		CONSUMERS ENERGY	GAS-ELECTRIC	9,265.28
02/14/2024		CONSUMERS ENERGY	GAS-ELECTRIC	502.82
02/15/2024		CONSUMERS ENERGY	GAS-ELECTRIC	5,594.06
02/15/2024		MISSIONSQUARE	EMPLOYER RETIREMENT CONTRIBUTIONS	14,349.75
02/16/2024		MISSIONSQUARE	EMPLOYER RETIREMENT CONTRIBUTIONS	76,378.67
02/23/2024		MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	48,372.87
Total Auto-Pay Payments				155,706.57

Check Type: Electronic Payments

02/09/2024		MULTIPLE	WEEKLY TAX DISBURSEMENT 2/2/24	705,587.08
02/12/2024		AMERIPRISE	INVESTMENT PURCHASE	500,006.00
02/15/2024		MULTIPLE	IAFF, PPCOA, PPOA, UAW PENSION PAYMENTS	93,062.74
02/16/2024		MULTIPLE	WEEKLY TAX DISBURSEMENT 2/9/24	2,305,983.05
Total Electronic Payments				3,604,638.87

Grand Total **4,868,177.97**

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Equipment Rental Contract for Curbside Collection Programs - Bid Tabulation

SUPPORTING PERSONNEL: Rodney Russell, Director of Public Works

ACTION RECOMMENDED: Approve a five-year contract with Fredrickson Supply, LLC, in the amount of \$1,036,209.00 to provide two compactor trucks for the Spring Cleanup Program and the Spring Bagged Leaf and Brush Pickup Program and eight compactor trucks for the Fall Leaf Pickup Program, and authorize the City Manager to execute all documents related to this contract and subsequent renewals on behalf of the city.

The five-week Spring Curbside Collection Program and four-week Spring Bagged Leaf and Brush Pickup Program (nine total weeks in the spring) and the six-week Fall Leaf Pickup Program require the rental of specialized equipment for successful and timely completion of each program. The Spring Cleanup Program and Spring Bagged Leaf and Brush Pickup Program require the rental of two packer trucks due to the volume of debris to be hauled away. This includes the rental of compactor trucks to be operated by city personnel who are commercial licensed operators. The Fall Leaf Pickup Program requires the rental of eight packer trucks due to the large volume of loose leaves, bagged leaves, and brush placed at the curb. Sealed bids were requested and received on February 12, 2024, for the rental of packer trucks to support all three programs.

Two bids were received and Fredrickson Supply, LLC, provided the low bid to rent compactor trucks for each program for a total of \$1,036,209.30 across five years. The cost breakdown is as follows:

- \$780,933.12 to provide two compactor trucks to be utilized for the Spring Curbside Collection Program and Spring Bagged Leaf and Brush Pickup Program
 - \$141,333.12 for Fiscal Year 2024-2025
 - \$148,400.16 for Fiscal Year 2025-2026
 - \$155,813.28 for Fiscal Year 2026-2027
 - \$163,599.84 for Fiscal Year 2027-2028
 - \$171,786.72 for Fiscal Year 2028-2029

- \$255,276.18 to provide eight compactor trucks to be utilized for the Fall Leaf Pickup Program
 - \$46,200.06 for Fiscal Year 2023-2024
 - \$48,510.00 for Fiscal Year 2024-2025
 - \$50,932.08 for Fiscal Year 2025-2026

- \$53,479.98 for Fiscal Year 2026-2027
- \$56,154.06 for Fiscal Year 2027-2028

By employing one vendor for the programs, the city can easily coordinate the delivery, scheduling, and maintenance of the equipment for the goal of keeping the leaf/brush removal programs and curbside collection programs on schedule. A five-year contract allows the vendor to plan for the large capital expenditure for equipment replacement costs since the city requires rental trucks to be less than five years old.

Fredrickson Supply, LLC, has been a reliable parts supply vendor for several years but has never supplied the City of Portage with compactor trucks. However, Fredrickson Supply, LLC, is located in Walker, Michigan, and the City Administration feels confident with the firm providing compactor trucks. The city's previous rental contractor would no longer enter into contractual rental agreements.

It is therefore recommended that City Council approve a five-year contract with Fredrickson Supply, LLC, in the amount of \$1,036,209.00 to provide two compactor trucks for the Spring Cleanup Program and the Spring Bagged Leaf and Brush Pickup Program and eight compactor trucks for the Fall Leaf Pickup Program, and authorize the City Manager to execute all documents related to this contract and subsequent renewals on behalf of the city.

FUNDING: Funds are allocated in the Leaf Pickup account.

Attachments:

1. 2024.02.19 Tab - Packer Truck Rental
2. Fredrickson Supply LLC_Exhibit C - Pricing Schedule 2-20-24

2024 RFB PACKER TRUCK RENTAL
BID TABULATION
BID OPENING ON FEBRUARY 12, 2024 AT 3 PM

Fredrickson Supply LLC	\$	1,036,209.00
3901 3 Mile Rd NW		
Grand Rapids, MI 49534		

Phoenix Contracting	\$	1,093,950.00
9915 Smarty Jones Dr,		
Ruskin FL 33573		

Opened by:  _____
Victoria Barboza, Purchasing Manager

Exhibit C - Pricing Schedule

Contractor: Fredrickson Supply, LLC

Rear Load Packer Trucks for six (6) Weeks in the Fall					
Year	Amount	Unit Price (Per Week)	Extended Price (6 weeks)	Amount (Trucks)	Total
2024	6	\$2,944.44	\$17,666.64	8	\$141,333.12
2025	6	\$3,091.67	\$18,550.02	8	\$148,400.16
2026	6	\$3,246.11	\$19,476.66	8	\$155,813.28
2027	6	\$3,408.33	\$20,449.98	8	\$163,599.84
2028	6	\$3,578.89	\$21,473.34	8	\$171,786.72
Total					\$780,933.12

Rear Load Packer Trucks for nine (9) weeks in spring					
Year	Amount	Unit Price (Per Week)	Extended Price (9 weeks)	Amount (Trucks)	Total
2024	9	\$2,566.67	\$23,100.03	2	\$46,200.06
2025	9	\$2,695.00	\$24,255.00	2	\$48,510.00

2026	9	\$2,829.56	\$25,466.04	2	\$50,932.08
2027	9	\$2,971.11	\$26,739.99	2	\$53,479.98
2028	9	\$3,119.67	\$28,077.03	2	\$56,154.06
Total					\$255,276.18

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Professional Architectural and Engineering Services for the Portage Farmers Market - Bid Tabulation

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Award a contract in the amount of \$126,225 to Abonmarche Consultants of Benton Harbor, MI, for Professional Architectural and Engineering Services for the Portage Farmers Market and authorize the City Manager to execute all documents related to this action on behalf of the city.

The City of Portage operates the Portage Farmers Market, which began in May 2016 on the grounds of the current Parks & Recreation Building with approximately 5,000 attendees. Market attendance has grown to approximately 30,000 annually. The current Farmers Market in the Portage City Hall parking lot has a capacity for only 30 vendors. The market administers five state and federal food assistance programs, including SNAP, Double Up Food Bucks, Eat Smart Live Strong, WIC, and Senior Project Fresh, all of which help to ensure the market is a resource for all members of our community.

Due to its growth, the city plans to relocate the Portage Farmers Market to a dedicated space in the Portage City Centre on city-owned property in direct proximity to the Charles & Lynn Zhang Portage Community Senior Center (203 East Centre Avenue) and Portage Parks & Recreation (320 Library Lane). It is anticipated that the relocated market will have the capacity for at least 50 vendors, including electrical access for vendors and food trucks and the potential for added amenities such as an eating area. Ideally, the new facility would also accommodate craft fairs, art festivals, and other public events throughout the year as a true marketplace for Portage, facilitating early start-up business enterprises and space for the community to socialize.

The project timeline will include three phases, with the first phase a conceptual design developed by the architectural firm. This design will be submitted for City management and Council approval. If approval is granted, the second phase of the project will focus on developing the final architectural and engineering design for the market facility. The final phase of the project is construction.

A request for proposals was advertised to numerous architectural and engineering firms and shared on the city website. The City Administration was pleased with the level of interest in the project as six proposals were submitted. The lowest bid was submitted by Architects Collaborative Design Partnerships of Grandville, MI, in the amount of \$126,125 for the first two phases of the project. However, city staff are unfamiliar with the vendor and received no response from the firm when requesting an interview. Furthermore, price is only one determining factor, with the quality of the proposal and the experience of the firm with similar projects being just as important. The second-lowest bid, at \$126,255, was provided by Abonmarche Consultants, a firm with which city staff have positive experience and which has

recently acquired Byce Architects. The firm's staff are very familiar with the Portage City Centre area and Byce Architects successfully designed the Charles & Lynn Zhang Portage Community Senior Center.

It is therefore recommended that City Council award a contract in the amount of \$126,225 to Abonmarche Consultants of Benton Harbor, MI, for Professional Architectural and Engineering Services for the Portage Farmers Market and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Funds are available in the Fiscal Year 2023-2024 CIP and a \$1.75 million grant from the Michigan Department of Labor and Economic Opportunity (LEO).

Attachments: 1. Tabulation_A&E Farmers Market

**2023 FARMERS MARKET PHASE I & II
ARCHITECT AND ENGINEERING SERVICES
PROPOSAL TABULATION**
PROPOSAL OPENING ON JANUARY 16, 2024 AT 3 PM

This tabulation is revised to remove construction administration and soil boring costs from all of the pricing schedules provided from the firms below as they will be negotiated separately.

Architects Collaborative Design Partnerships 3474 40th Street SW Grandville, Michigan, 49418	\$	126,125.00
Abonmarche 700 Mall Drive, Ste C Benton Harbor, MI, Michigan, 49024	\$	126,225.00
Prein&Newhof 3355 Evergreen Drive NE Grand Rapids, Michigan, 49525	\$	147,100.00
Progressive AE 1811 4 Mile Road NE Grand Rapids, Michigan, 49525	\$	164,000.00
Driven Design Studio 117 West Michigan Avenue Battle Creek, Michigan, 49017	\$	165,000.00
Inform Architecture LLC 123 DeVisser Place Kalamazoo, Michigan, 49007	\$	186,060.00

Opened by: _____



Victoria Barboza, Purchasing Manager

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Regional Industrial Development Districts

SUPPORTING PERSONNEL: Aaron Powers, City Assessor
Erica Eklov, City Clerk
Jonathon Hallberg, Deputy Director of Economic Development

ACTION RECOMMENDED: Adopt Resolution No.1 setting a public hearing on April 9, 2024, to create six regional Industrial Development Districts in the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.

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 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 to 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. The proposed change would 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 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 more attractive for business locations.

The City of Portage has required business owners to create a specific district for an expansion 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.

City Council last considered this item on December 5, 2023. Several residents, whose properties were included in the blanket proposal, expressed concern at that meeting. Council felt it prudent to redefine the districts to exclude those residential properties, and the revised maps are included in the agenda attachments for Tuesday evening's meeting.

The proposed consolidation would have no impact on the 13 existing abatements, nor would it impact the various taxing jurisdictions. As a result of recommendations from the initial January 9, 2024, public hearing before City Council, several alterations were made to the proposed district boundaries. These include adjustments to District 95 to add parcels currently zoned Industrial, as well as modifications to District 97 to exclude the Portage Heights neighborhood presently zoned Residential, plus residential parcels along Milham Avenue while adding five properties zoned industrial and B-3 general business along Portage Road north of Centre Avenue. Based on this information, it is recommended that City Council adopt Resolution No.1 setting a public hearing for April 9, 2024, to create six regional Industrial Development Districts in the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: N/A

- Attachments:**
1. IDD resolution 1
 2. New IDD descriptions all districts revised 02-01-24
 3. Map of Proposed IDD Districts
 4. Existing Tax Abatements and Proposed IDD Districts
 5. Map from 2024 01 09 CC Agenda Packet

**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 March 5, 2024, at 6:00 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 April, 2024, at 6:00 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 5th day of March, 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: 2-26-2024

By: Catherine Kaufman
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 April, 2024, at 6:00 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 six Industrial Development Districts under Michigan Act 198 of P.A. 1974.

PLEASE TAKE FURTHER NOTICE that said districts are 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

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 long 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 South 29 degrees 38 minutes 07 seconds West (previously recorded as South 29 degrees 39 minutes West) along the westerly line of Shaver Road to a point on the westerly line of Shaver Road being 198.67 feet South of the East $\frac{1}{4}$ corner of Section 29; thence Southwesterly 1,777.98 feet along the westerly line of Shaver Road; the East to the centerline of Shaver Road; thence Southwesterly 360 feet along the centerline of Shaver Road; thence Westerly to the centerline of Oakland Drive, said point being 697.5 feet North of the southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29; thence North 950.17 feet along the centerline of Oakland Drive, said line being the west line of the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 29; thence East 543.56 feet; thence North 00 degrees 02 minutes 10 seconds West (measured at North 00 degrees 09 minutes 41 seconds East) 26 feet perpendicular with said East and West $\frac{1}{4}$ line; thence North 89 degrees 57 minutes 50 seconds East (measured at South 89 degrees 50 minutes 19 seconds East) 163.82 feet parallel with said East and West $\frac{1}{4}$ line; thence North 00 degrees 09 minutes 41 seconds East 753.56 feet; thence South 89 degrees 55 minutes 07 seconds West 510.12 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 Northwesterly 1,266 feet more-or-less along the centerline of Shaver Road to a point on a line 1,706.5 feet South of the Northeast corner of Section 21, the distance of 1,706.5 feet is measured along the east line of Section 21; thence South 89 degrees 55 minutes 30 seconds East parallel to the north line of Section 21 to the easterly line of the New York Central Railroad right-of-way; thence South 89 degrees 55 minutes 30 seconds East 429.35 feet parallel to the north line of Section 21; thence South 936.68 feet parallel with the east line of Section 21 to the north line of the Plat of MELODY MEADOWS; thence North 89 degrees 42 minutes 00 seconds West along the north line of the Plat of MELODY MEADOWS to the northeast corner of Lot 21 of MELODY MEADOWS; thence South 29 degrees 37 minutes 20 seconds West 151.48 feet along the east line of Lot 21 to the southeast corner of Lot 21, said point being on the north line of West Melody Avenue; thence South 33 feet more-or-less perpendicular with the north line of West Melody Avenue to the centerline of West Melody Avenue; thence Easterly 49.5 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, said point being on the north line of Section 12, Town 3 South Range 11 West; thence North 89 degrees 39 minutes 38 seconds East 1,105.50 feet along the centerline of East Milham Avenue; thence South 00 degrees 00 minutes 00 seconds East 693 feet; thence East 903.59 feet parallel with the north line of Section 12; thence North 393 feet parallel to the east line of Section 12; thence East 264 feet parallel with the north line of Section 12; thence North 300 feet parallel to the east line of Section 12 to the north line of Section 12; thence East 66 feet along the north line of Section 12; thence South 300 feet parallel to the east line of Section 12; thence East 309.5 feet more-or-less parallel to the north line of Section 12 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, said point being the south $\frac{1}{4}$ post of Section 14, Town 3 South Range 11 West; thence North 348.52 feet along the centerline of Portage Road; thence West 548 feet parallel with the south line of Section 14; thence North 459.5 feet parallel to the north and south $\frac{1}{4}$ line of Section 14; thence West 12 feet parallel with the south line of Section 14; thence North 192 feet parallel to the north and south $\frac{1}{4}$ line of Section 14; thence East 15.5 feet parallel with the south line of Section 14; thence North 129 feet parallel to the north and south $\frac{1}{4}$ line of Section 14; thence West 297 feet parallel with the south line of Section 14; thence North 69 feet parallel to the north and south $\frac{1}{4}$ line of Section 14; thence West 1,784.64 feet parallel with the south line of Section 14; thence North 132 feet parallel to the north and south $\frac{1}{4}$ line of Section 14; thence North 150.35 feet more-or-less along the east line of Section 15 to the northerly line of a parcel of land owned by Consumers Energy Company; 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 west of the southwest corner of Lot 85 of the Plat of PORTAGE HEIGHTS; thence East to the west line of Lot 85 of PORTAGE HEIGHTS; thence North 72 feet along the west line of Lot 85 of PORTAGE HEIGHTS; thence East 550 feet parallel with the south line of Lot 85 of PORTAGE HEIGHTS; thence North 600.93 feet more-or-less parallel with the west line of the Plat of PORTAGE HEIGHTS to the north line of Lot 88 of PORTAGE HEIGHTS; thence West 550 feet along the north line of Lot 88 of PORTAGE HEIGHTS to the northwest corner of Lot 88, said point being on the east line of Lovers Lane; thence West 33 feet more-or-less along the extension of the north line of Lot 88 of PORTAGE HEIGHTS to the centerline of Lovers Lane; thence South along the centerline of Lovers Lane to a point 310.45 feet North of the south line of Section 10, Town 3 South Range 11 West; thence West 33 feet more-or-less to the west line of Lovers Lane; thence West 165 feet; thence North 65.51 feet parallel to the west line of Lovers Lane; 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.

Excluding from the above description: Beginning at the northeast corner of Lot 4 of the Plat of PORTAGE HEIGHTS; thence South 189.69 feet along the east line of Lot 4 to the southeast corner of Lot 4 of PORTAGE HEIGHTS, said point also being the northeast corner of Lot 35 of PORTAGE HEIGHTS; thence South 193.8 feet along the east line of Lot 35 to the southeast corner of Lot 35 of PORTAGE HEIGHTS; thence South 27.5 feet along the extension south of the east line of Lot 35 to the centerline of Lansing Avenue; thence West 132 feet along the centerline of Lansing Avenue; thence South 27.5 feet to the northeast corner of Lot 44 of PORTAGE HEIGHTS; thence South 194.04 feet along the east line of Lot 44 to the southeast corner of Lot 44, said point being on the south line of the Plat of PORTAGE HEIGHTS; thence West 858 feet along the south line of the Plat of PORTAGE HEIGHTS to the southwest corner of Lot 57 of PORTAGE HEIGHTS; thence West 25 feet along the westerly extension of the south line of PORTAGE HEIGHTS to the centerline of Linneman Avenue; thence South 665.67 feet along the centerline of Linneman Avenue to the intersection with the centerline of Kromdyke Avenue; thence West 1325.47 feet along the centerline of Kromdyke Avenue to the intersection with Gertrude Drive; thence North 99 feet along the centerline of Gertrude Drive, said point being on the easterly extension of the south line of the north 66 feet of Lot 89 of PORTAGE HEIGHTS; thence West 33 feet to the west line of Gertrude Drive, said point being on the east line of Lot 89; thence West 617.45 feet parallel to the south line of Lot 89 of PORTAGE HEIGHTS; thence North 561 feet parallel to the west line of Gertrude Drive to the north line of Lot 92 of PORTAGE HEIGHTS, said point also being on the south line of Lot 95 of PORTAGE HEIGHTS; thence West 175 feet along the north line of Lot 92 of PORTAGE HEIGHTS; thence North 627 feet parallel to the west line of Gertrude Drive to the north line of Lot 95 of PORTAGE HEIGHTS, said point also being on the south line of Ramona Avenue; thence North to the centerline of Ramona Avenue; thence East 3,222.44 feet more-or-less along the centerline of Ramona Avenue to the northerly extension of the east line of Lot 4 of PORTAGE HEIGHTS; thence South along the northerly extension of the east line of Lot 4 of PORTAGE HEIGHTS to the northeast corner of Lot 4 of PORTAGE HEIGHTS to the point of beginning for this exclusion.

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

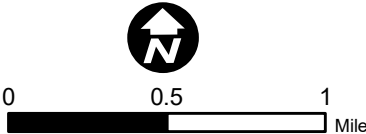
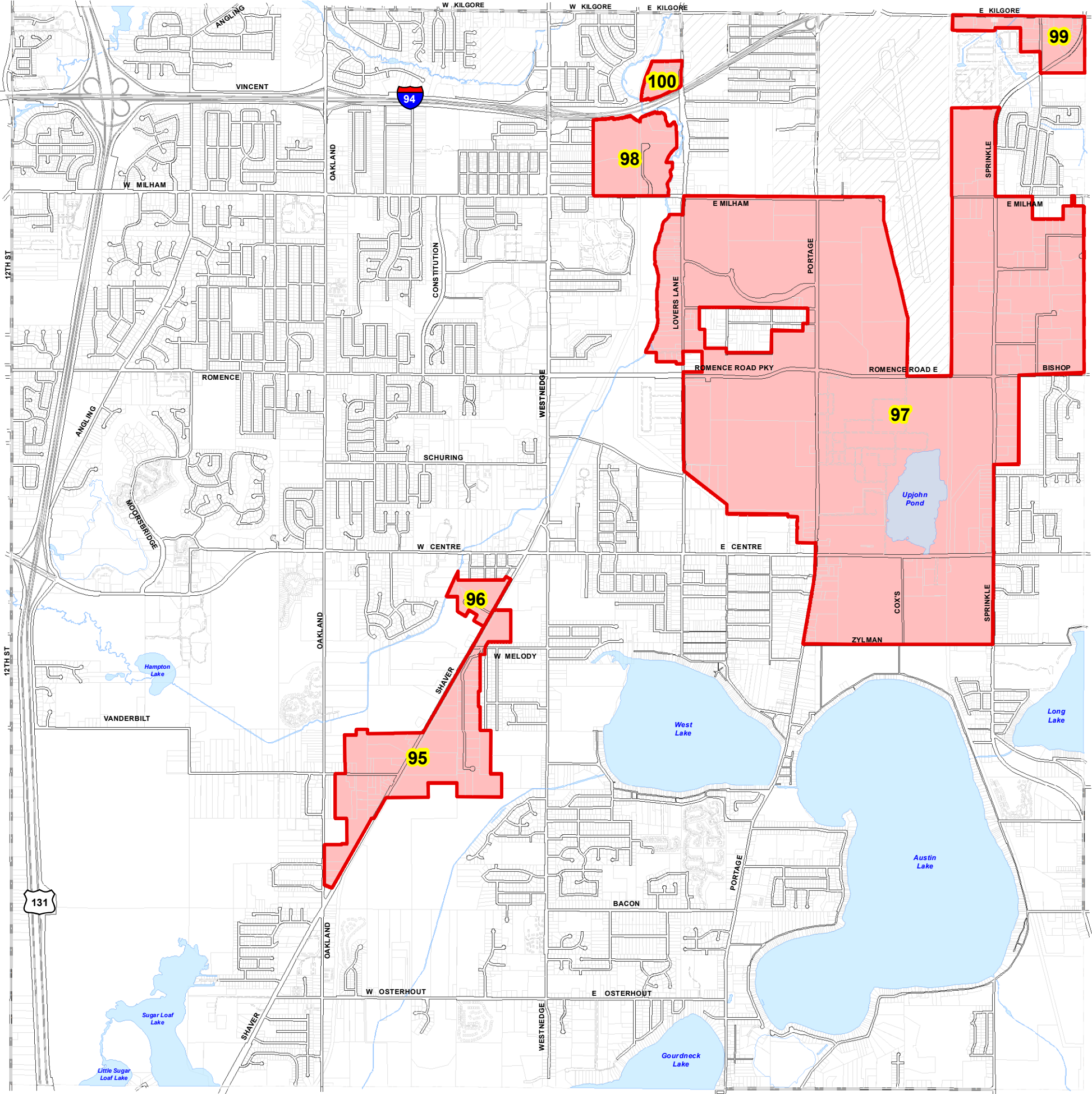
Land located in Section 1, Town 3 South Range 11 West, Described as follows: Commencing at the northeast corner of Section 1; thence South 00 degrees 23 minutes 15 seconds East, historically listed as South 00 degrees 03 minutes 16 seconds East, 1,667.78 feet along the east line of the northeast fractional $\frac{1}{2}$ 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  Proposed IDD Districts



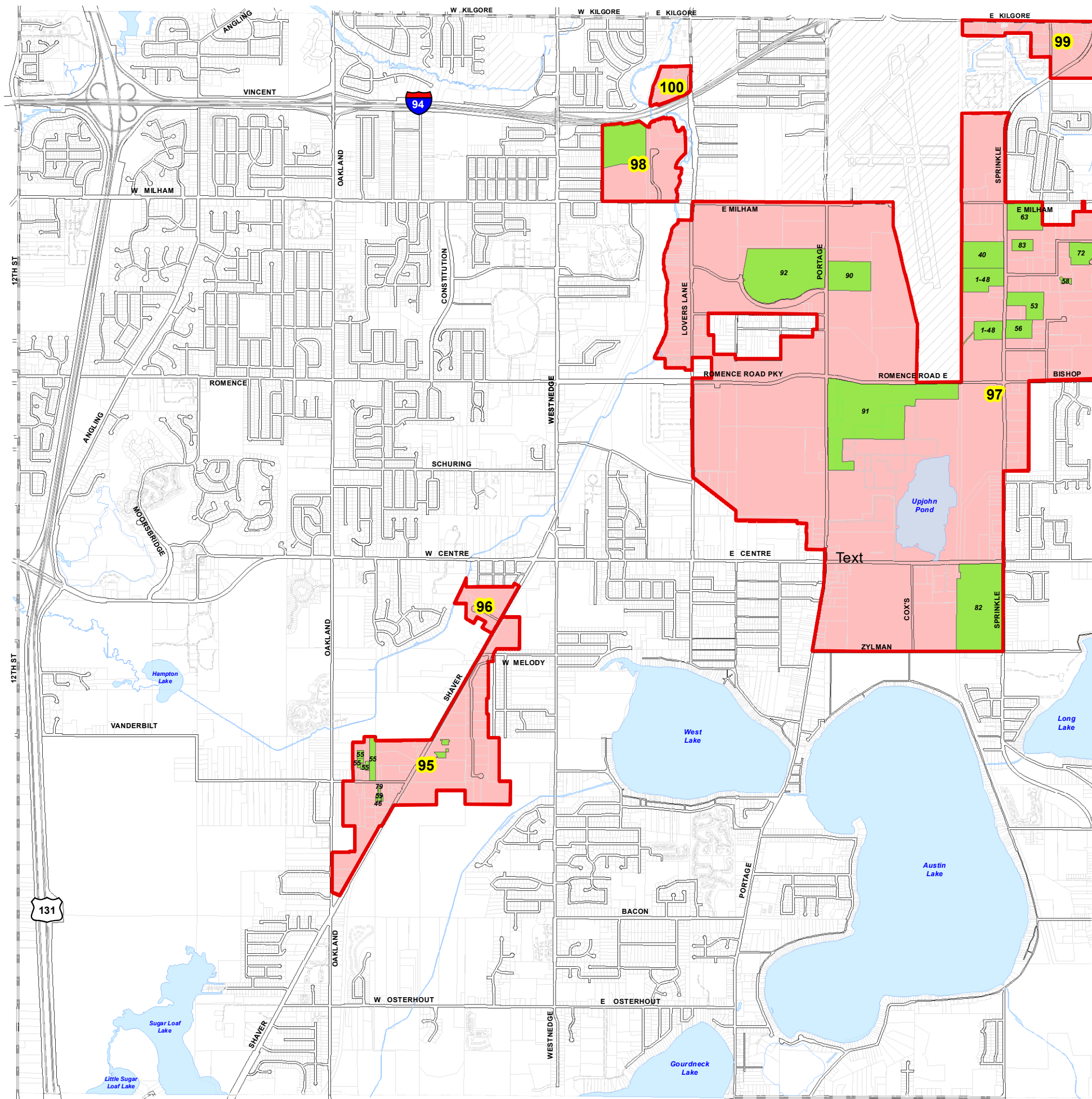
Date: 2/8/2024

Exhibit B

PA 198 - IDD Boundaries

- District Number
- A

Proposed IDD Districts
- Active Industrial Tax Abatements
- IDD boundaries are approximate.





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.



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Mile

Date: 11/30/2023

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Final Plat approval (public infrastructure acceptance) for The Oaks Phase 2, 7400 Montego Bay Street, and street name change from Live Oak Trail to Montego Bay Street

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Approve the Final Plat (Public Infrastructure Acceptance) for The Oaks Phase 2, 7400 Montego Bay Street, with the condition that sidewalks, pavement markings, and street trees be installed by March 5, 2026, and subsequently set a public hearing for April 9, 2024, to change a segment of street name from “Live Oak Trail” to “Montego Bay Street”.

The Oaks Phase 2 Final Plat Approval (Public Infrastructure Acceptance)

On May 11, 2021, the City Council approved the Preliminary Plat for The Oaks Phase 2, allowing the developer, Westview Capital LLC, to proceed with detailed engineering plans. On May 9, 2023, the City Council approved the Final Preliminary Plat (engineering plans) for The Oaks Phase 2, allowing the developer to proceed with public improvement construction. The developer has completed all required public improvements except for the installation of concrete sidewalks, pavement markings, and street trees. These remaining items are to be completed by March 2026. Receiving final plat approval from the Council before the completion of all public improvements will enable the developer to submit the plat to the State of Michigan for review and approval. Once approved by the state, the developer can begin selling lots and building houses.

In conformance with [Section 42-921](#) of the Land Development Regulations and to ensure completion of the sidewalks, pavement markings, and street trees, the developer has deposited a surety bond with the city in the amount of \$107,000.00. The amount of the surety bond has been reviewed by the City Administration and determined to be acceptable. In addition, a two-year maintenance bond is in place for all public infrastructure. Should the developer not complete the remaining public improvements, the developer can request the city grant an extension of time or the surety will be used to complete the construction.

Street Name Change Recommendation

The Oaks Phase 1 Final Plat (public infrastructure acceptance) was approved by the City Council on March 8, 2022, consisting of two new streets (Heartwood Court and Live Oak Trail). Public infrastructure has been constructed, and 20 new homes have been built between 2021-2023.

Live Oak Trail was established at the temporary dead-end of Phase 1. During the review of Phase 1, it was not known if the future Live Oak Trail would extend entirely southward to connect to Montego Bay Street (see the attached Final Plat of The Oaks Phase 1). However, this connection was reviewed and approved in the Preliminary Plat of Phase 2 on May 11, 2021, and the Final Preliminary Plat (engineering plans) of Phase 2 on May 9, 2023. During the current review of the Final Plat (public infrastructure acceptance) of Phase 2, staff determined that this new continuous street would be problematic if it remained with two names (Live Oak Trail and Montego Bay Street) as a street that changes names in the middle of the block would confuse visitors and delivery services, and is of concern to the Public Safety Department for its dispatchers and emergency responders. As shown within Phase 2 (see the attached Final Plat of Phase 2), Live Oak Trail changes to Montego Bay Street at the intersection of Schumard Avenue. To prevent confusion, staff recommended a change in the street name of Live Oak Trail within both Phase 1 and Phase 2 to Montego Bay Street. This is a separate proceeding from the plat acceptance and requires a public hearing.

The proposed street name change would result in changing the addresses of three finished properties (Lots 4, 5, and 20), two of which are owner-occupied. The other is developer-owned and is currently leased. If the street name of Montego Bay were changed instead, it would affect many more addresses. Concern about the same street having two names was first raised by one of the owners of a house on Montego Bay.

Proposed Address Changes

The proposed address changes resulting from the potential street name change for the affected occupied properties are as follows:

Lot Number	Existing Address	Proposed Address
Lot 4	7119 Live Oak Trail	7119 Montego Bay Street
Lot 5	7141 Live Oak Trail	7141 Montego Bay Street
Lot 20	7158 Live Oak Trail	7158 Montego Bay Street

Street Name Change Procedure

Under the Land Division Act (MCL 560.256), when a municipality changes by resolution or ordinance the name of an existing street or alley, the clerk of the municipality within 30 days shall record a certified copy with the Register of Deeds, giving the name of the plat or plats affected, and shall send a copy to the Director of the Department of Energy, Labor, and Economic Growth. Until recorded, the ordinance or resolution shall not have force or effect. A public hearing needs to be held by the City Council with regard to a street name change.

Recommendation for The Oaks Phase 2 Final Plat (Public Infrastructure Acceptance)

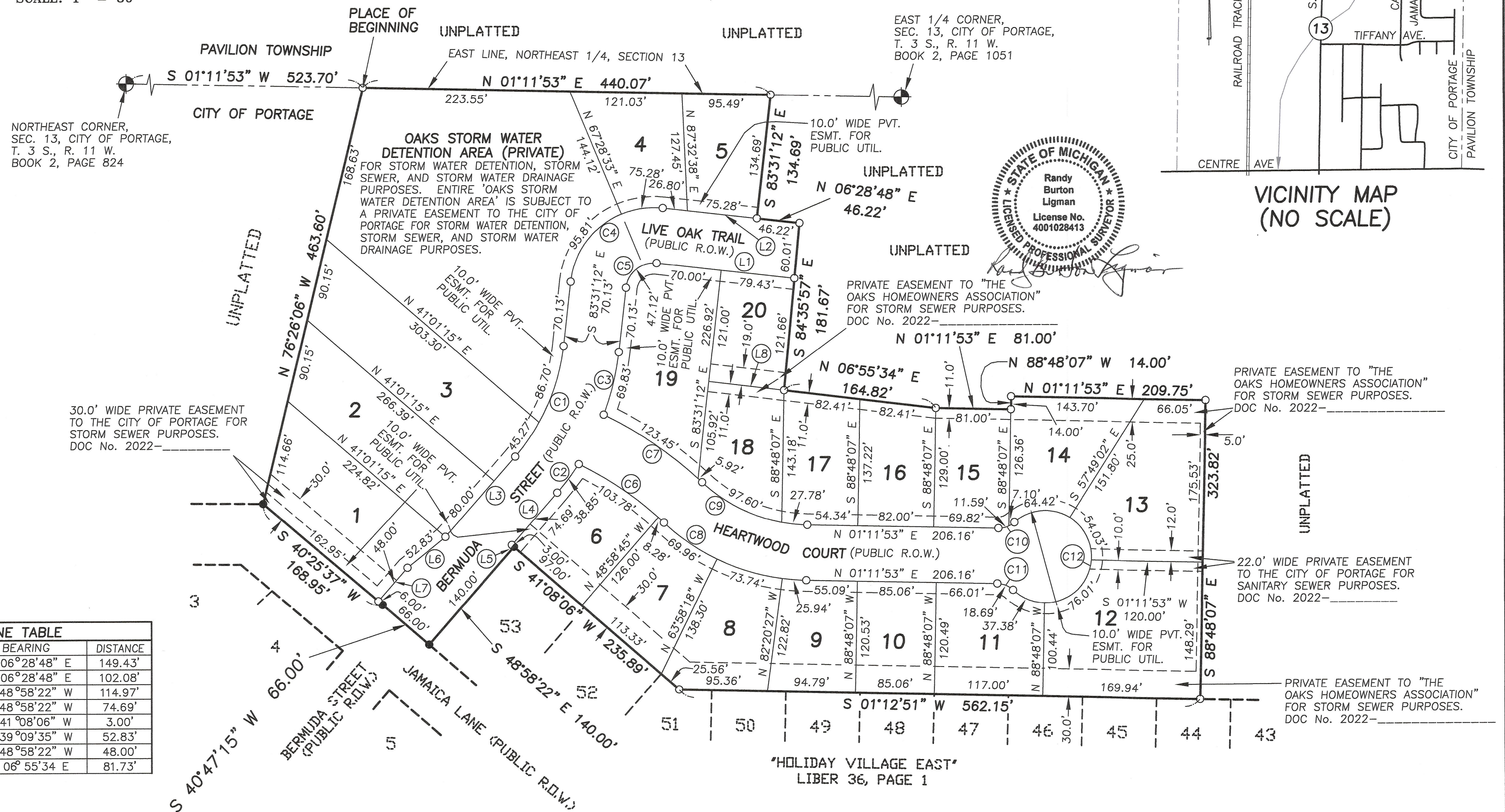
It is therefore recommended that City Council approve the Final Plat (Public Infrastructure Acceptance) for The Oaks Phase 2, 7400 Montego Bay Street, with the condition that sidewalks, pavement markings, and street trees be installed by March 5, 2026, and set a public hearing for April 9, 2024, to change a segment of street name from “Live Oak Trail” to “Montego Bay Street.”

FUNDING: Not Applicable

Attachments:

1. The Oaks Phase 1 Final Plat
2. The Oaks Phase 2 Final Plat
3. Resident Comment_7158 Live Oak Trail

PART OF THE NORTHEAST 1/4 OF SECTION 13,
TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE,
KALAMAZOO COUNTY, MICHIGAN



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 06°28'48" E	149.43'
L2	N 06°28'48" E	102.08'
L3	N 48°58'22" W	114.97'
L4	N 48°58'22" W	74.69'
L5	S 41°08'06" W	3.00'
L6	N 39°09'35" W	52.83'
L7	N 48°58'22" W	48.00'
L8	N 06° 55' 34 E	81.73'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD
C1	132.63'	220.00'	34°32'27"	S 66°14'59" E 130.63'
C2	38.85'	280.00'	07°56'57"	S 52°57'14" E 38.82'
C3	69.83'	280.00'	14°17'21"	S 76°22'32" E 69.65'
C4	141.37'	90.00'	90°00'00"	N 38°31'12" W 127.28'
C5	47.12'	30.00'	90°00'00"	N 38°31'12" W 42.13'
C6	112.06'	370.00'	17°21'08"	S 34°46'51" W 111.63'
C7	129.37'	430.00'	17°14'18"	S 34°50'16" W 128.88'
C8	169.64'	230.00'	42°15'32"	S 22°19'39" W 165.82'
C9	125.38'	170.00'	42°15'32"	S 22°19'39" W 122.56'
C10	18.69'	25.00'	42°50'00"	S 20°13'07" E 18.26'
C11	18.69'	25.00'	42°50'00"	S 22°36'53" W 18.26'
C12	231.84'	50.00'	265°40'01"	N 88°48'07" W 73.33'

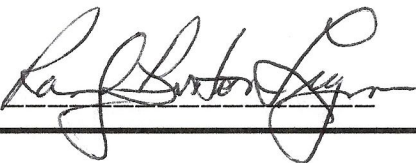
I, RANDY B. LIGMAN, PROFESSIONAL SURVEYOR, CERTIFY:
THAT, PURSUANT TO SECTION 560.101 TO 560.293, THIS IS
A TRUE COPY OF THE FINAL PLAT OF "THE OAKS", AND
THAT THE FINAL PLAT IS SUBJECT TO THE APPROVAL OF EACH
OF THE FOLLOWING AGENCIES (WHOSE APPROVAL IS REQUIRED
UNDER SECTION 560.101 TO 560.293): THE KALAMAZOO COUNTY
DRAIN COMMISSIONER; THE KALAMAZOO COUNTY TREASURER;
THE CITY OF PORTAGE TREASURER; THE CITY OF PORTAGE; AND
THE KALAMAZOO COUNTY PLAT BOARD.

SIGNATURE: Paul Burton Loria DATE: 03/03/2022

- 1) ALL DIMENSIONS SHOWN ARE IN FEET.
- 2) ALL CURVE DIMENSIONS SHOWN ARE ARC MEASUREMENTS.
- 3) CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL CORNERS MARKED "O". CONCRETE MONUMENTS CONSIST OF A 1/2 INCH DIAMETER STEEL ROD ENCASED IN A 4 INCH DIAMETER CONCRETE CYLINDER WHICH IS 36" LONG.
- 4) ALL LOT CORNERS HAVE BEEN MARKED WITH A 1/2 INCH DIAMETER BY 24 INCH LONG STEEL ROD.
- 5) THE BEARINGS SHOWN HEREON WERE ESTABLISHED FROM "HOLIDAY VILLAGE EAST" AS RECORDED IN LIBER 36 OF PLATS, PAGE 1, KALAMAZOO COUNTY RECORDS.
- 6) (R) INDICATES THAT A LOT LINE IS RADIAL. LINES NOT MARKED ARE NON-RADIAL.
- 7) FOUND CONCRETE MONUMENT IS MARKED "●". FOUND CONCRETE MONUMENT CONSISTS OF A 1/2 INCH DIAMETER STEEL ROD ENCASED IN A 4 INCH DIAMETER CONCRETE CYLINDER.

SURVEYOR’S CERTIFICATE OF TRUE COPY:

I, RANDY B. LIGMAN, PROFESSIONAL SURVEYOR, CERTIFY:
THAT, PURSUANT TO SECTION 560.101 TO 560.293, THIS IS
A TRUE COPY OF THE FINAL PLAT OF "THE OAKS", AND
THAT THE FINAL PLAT IS SUBJECT TO THE APPROVAL OF EACH
OF THE FOLLOWING AGENCIES (WHOSE APPROVAL IS REQUIRED
UNDER SECTION 560.101 TO 560.293): THE KALAMAZOO COUNTY
DRAIN COMMISSIONER; THE KALAMAZOO COUNTY TREASURER;
THE CITY OF PORTAGE TREASURER; THE CITY OF PORTAGE; AND
THE KALAMAZOO COUNTY PLAT BOARD.

SIGNATURE:  DATE: 03/03/2022

SURVEYOR’S CERTIFICATE

I, RANDY B. LIGMAN, PROFESSIONAL SURVEYOR, CERTIFY:
THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS
PLAT, DESCRIBED AS FOLLOWS: "THE OAKS", PART OF THE NORTHEAST QUARTER
OF SECTION 13, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE,
KALAMAZOO COUNTY, MICHIGAN:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWN 3 SOUTH,
RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN; THENCE S.
01°11'53" W. 523.70 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER
OF SAID SECTION 13 TO THE PLACE OF BEGINNING; THENCE N. 76°26'06" W.
463.60 FEET TO AN EASTERLY CORNER OF THE "HOLIDAY VILLAGE EAST"
SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 36 OF
PLATS, PAGE 1, KALAMAZOO COUNTY RECORDS; THENCE S. 40°25'37" W.
168.95 FEET ALONG AN EASTERLY LINE OF SAID "HOLIDAY VILLAGE EAST"
SUBDIVISION; THENCE S. 40°47'15" W. 66.00 FEET ALONG AN EASTERLY LINE
OF SAID "HOLIDAY VILLAGE EAST" SUBDIVISION; THENCE S. 48°58'22" E. 140.00
FEET ALONG AN EASTERLY LINE OF SAID "HOLIDAY VILLAGE EAST" SUBDIVISION;
THENCE S. 41°08'06" W. 235.89 FEET ALONG AN EASTERLY LINE OF SAID
"HOLIDAY VILLAGE EAST" SUBDIVISION; THENCE S. 01°12'51" W. 562.15 FEET
ALONG AN EASTERLY LINE OF SAID "HOLIDAY VILLAGE EAST" SUBDIVISION;
THENCE S. 88°48'07" E. 323.82 FEET; THENCE N. 01°11'53" E. 209.75 FEET;
THENCE N. 88°48'07" W. 14.00 FEET; THENCE N. 01°11'53" E. 81.00 FEET;
THENCE N. 06°55'34" E. 164.82 FEET; THENCE S. 84°35'57" E. 181.67 FEET;
THENCE N. 06°28'48" E. 46.22 FEET; THENCE S. 83°31'12" E. 134.69 FEET TO
SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13 AT A POINT S.
01°11'53" W. 440.07 FEET FROM SAID PLACE OF BEGINNING; THENCE N.
01°11'53" E. 440.07 FEET ALONG SAID EAST LINE TO THE PLACE OF
BEGINNING.

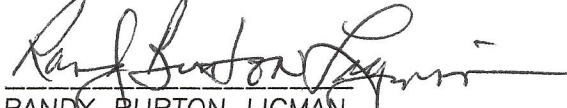
THIS PLAT CONTAINS 20 LOTS NUMBERED 1 THROUGH 20 AND 1 PRIVATE
STORM WATER DETENTION AREA, BEING 10.05 ACRES OF LAND.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE
DIRECTION OF THE OWNERS OF SUCH LAND.
THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.
THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED
IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE
MUNICIPALITY, AS REQUIRED BY THE ACT.
THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY
THE ACT.
THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED
BY THE ACT AND AS EXPLAINED IN THE LEGEND.

DATE: 03/03/2022
MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
298 VETERANS DRIVE
FOWLERVILLE, MICHIGAN 48836

ALLAN W. PRUSS, PRESIDENT
PROFESSIONAL SURVEYOR NO. 4001044284

MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
1209 EAST MILHAM ROAD, SUITE B
PORTAGE, MICHIGAN 49002


RANDY BURTON LIGMAN
PROFESSIONAL SURVEYOR NO. 4001028413



THE OAKS

PART OF THE NORTHEAST 1/4 OF SECTION 13,
TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE,
KALAMAZOO COUNTY, MICHIGAN

PROPRIETOR’S CERTIFICATE

WESTVIEW CAPITAL, L.L.C., 2186 EAST CENTRE AVENUE, PORTAGE,
MICHIGAN 49002, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY ITS
MANAGER, GREEN HOLDINGS, L.L.C., A MICHIGAN LIMITED LIABILITY
COMPANY, BY THOMAS M. LARABEL, VICE PRESIDENT, AS PROPRIETOR,
HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED,
DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT
AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT
THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS; THAT
ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT;
THAT THE 'OAKS STORM WATER DETENTION AREA' IS PRIVATE
AND FOR STORM WATER DETENTION, STORM SEWER, AND STORM
WATER DRAINAGE PURPOSES.

WESTVIEW CAPITAL, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
2186 EAST CENTRE AVENUE
PORTAGE, MICHIGAN 49002
STATE OF MICHIGAN FILE NUMBER E15007
FILED ON NOVEMBER 13, 2008
BY: GREEN HOLDINGS, L.L.C., ITS MANAGER
2186 EAST CENTRE AVENUE
PORTAGE, MICHIGAN 49002
STATE FILE NUMBER D1186P
FILED DECEMBER 8, 2006

BY: THOMAS M. LARABEL, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, 2022, BY THOMAS M. LARABEL, VICE PRESIDENT OF
GREEN HOLDINGS, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, MANAGER
OF WESTVIEW CAPITAL, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY,
ON BEHALF OF THE LIMITED LIABILITY COMPANY.

KRISTINE LOUISE ANDRES
NOTARY PUBLIC, OTTAWA COUNTY, MICHIGAN
MY COMMISSION EXPIRES 8/11/2028
ACTING IN KALAMAZOO COUNTY, MICHIGAN

COUNTY TREASURER’S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL
ASSESSMENTS FOR THE 5 YEARS PRECEDING _____ 2022,
INVOLVING THE LANDS INCLUDED IN THIS PLAT.

THOMAS L. WHITENER, KALAMAZOO COUNTY TREASURER

CITY TREASURER’S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL
ASSESSMENTS FOR THE 5 YEARS PRECEDING _____,
INVOLVING THE LANDS INCLUDED IN THIS PLAT.

LAUREN VANDERVEEN
CITY OF PORTAGE FINANCE DIRECTOR

COUNTY DRAIN COMMISSIONER’S CERTIFICATE

APPROVED ON _____ AS COMPLYING WITH 1967 PA 288,
MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS
PUBLISHED BY MY OFFICE IN THE COUNTY OF KALAMAZOO.

JASON WIERSMA
KALAMAZOO COUNTY DRAIN COMMISSIONER

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF
THE CITY OF PORTAGE, AT A MEETING HELD ON _____ AND
WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL
560.101 TO 560.293. THE WATER AND PUBLIC SEWER SERVICES HAVE BEEN
INSTALLED AND ARE READY FOR CONNECTION. THE CITY OF PORTAGE DOES
HAVE A PROPER, ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCE
AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS AS SET FORTH IN 1967
PA 288, MCL 560.155.

ERICA EKLOV, CITY OF PORTAGE CLERK

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE
KALAMAZOO COUNTY PLAT BOARD ON _____, AS
BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288,
MCL 560.101 TO 560.293, AND THE PLAT BOARD’S APPLICABLE
PUBLISHED RULES AND REGULATIONS.

TRACY HALL, CHAIRPERSON
KALAMAZOO COUNTY BOARD OF COMMISSIONERS

THOMAS L. WHITENER, KALAMAZOO COUNTY TREASURER

MEREDITH PLACE
KALAMAZOO COUNTY CLERK/REGISTER OF DEEDS

RECORDING CERTIFICATE

STATE OF MICHIGAN)
KALAMAZOO COUNTY)
THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ AT
_____ DAY OF _____
AND RECORDED IN LIBER _____ OF PLATS ON
PAGES _____

MEREDITH PLACE
KALAMAZOO COUNTY CLERK/REGISTER OF DEEDS

SCALE:
PLAN VIEW: 1" = 40'
PROFILE: 1" = 4' VERTICAL

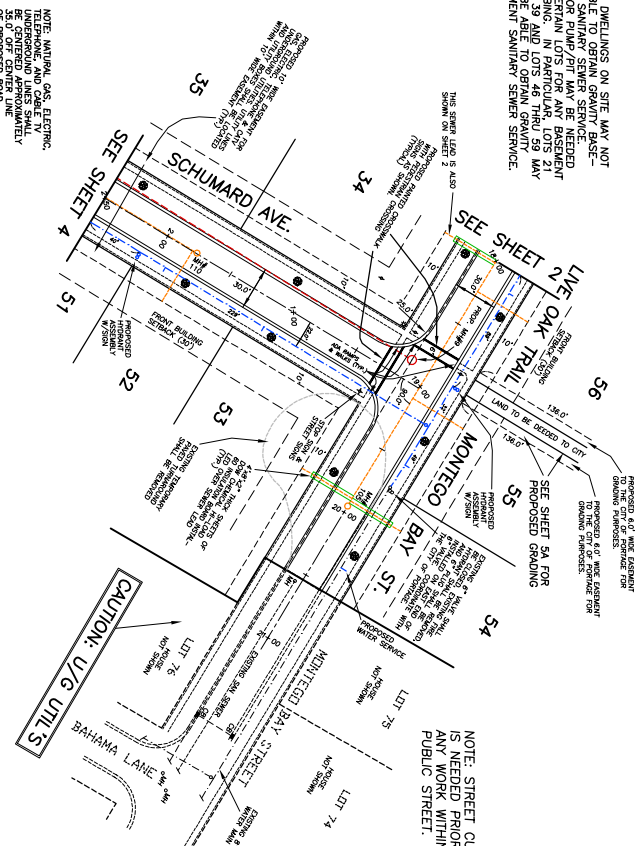
NOTE: DWELLINGS ON SITE MAY NOT BE ABLE TO OBTAIN GRANTY BASEMENT SANITARY SEWER SERVICE ON CERTAIN LOTS FOR ANY BASEMENT PLUMBING. IN PARTICULAR, LOTS 21 AND 22 MAY NOT BE ABLE TO OBTAIN BASEMENT SANITARY SEWER SERVICE.



NOTE: ON LOTS WITH POOR SOILS, FOUNDATION MAY NEED REMOVAL AND REPLACEMENT WITH SANDY, GRAVELLY SOIL. THE EXISTING GRADING SHALL BE DONE WITH CARE TO ADDRESS WATER RUNOFF ACCORDING TO THE CITY OF PORTLAND STREET DESIGN REQUIREMENTS & BLDG INSPECTOR REQUIREMENTS.

LEGEND

- EXISTING PUBLIC SANITARY SEWER
- PROPOSED 8" PUBLIC SANITARY SEWER
- OR PRIVATE 8" SANITARY SEWER
- PROPOSED PUBLIC STORM SEWER
- OR PRIVATE 12" COPPER WATER MAIN
- PROPOSED 4.0" WIDE CONCRETE SIDEWALK
- PROPOSED 2.0' WIDE CONCRETE CURB
- PROPOSED LOT #
- BUILDING STRUCK LINE
- EDGE OF DESCENT
- U/G INSULATION BOARD



NOTE: ALL FILL SOIL WITHIN PUBLIC ROADWAYS SHALL BE MOT CLASS 3 SANDY GRANULAR FILL SOIL. FILL SOIL SHALL BE COMPACTED IN MAXIMUM 12" THICK LAYERS. PRIOR TO PLACEMENT OF FILL SOIL WITHIN THE PUBLIC ROADWAYS, THE SUBSOIL SHALL BE TESTED FOR COMPACTION AND/OR PROOF-COMPACT AS MAY BE NECESSARY. SOIL COMPACTION SHALL BE AT LEAST 95% OF MAXIMUM PER THE MODIFIED PROCTOR METHOD.

- GENERAL NOTES:
- 1) ALL UTILITIES SHOWN ON THIS SHEET SHALL BE LOCATED AS SHOWN. IF ANY UTILITIES ARE NOT SHOWN, THE USER SHALL BE RESPONSIBLE FOR LOCATING THEM.
 - 2) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 3) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 4) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 5) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 6) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 7) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 8) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 9) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 10) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 11) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 12) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 13) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 14) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 15) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 16) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 17) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 18) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 19) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.

- NOTE: WHERE WATER MAINS PASS NEAR A CATCH BASIN, THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PORTLAND STREET DESIGN REQUIREMENTS & BLDG INSPECTOR REQUIREMENTS.
- 1) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 2) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 3) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 4) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 5) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 6) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 7) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 8) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 9) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 10) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 11) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 12) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 13) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 14) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 15) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 16) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 17) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 18) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 - 19) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.

3+00 2+00 1+00 0+00 18+00 19+00 20+00 21+00

SCHUMARD AVENUE
STA 0+00 TO STA 2+50

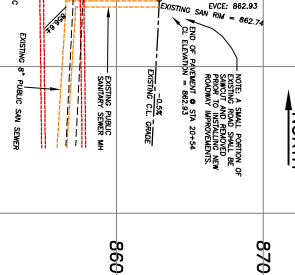
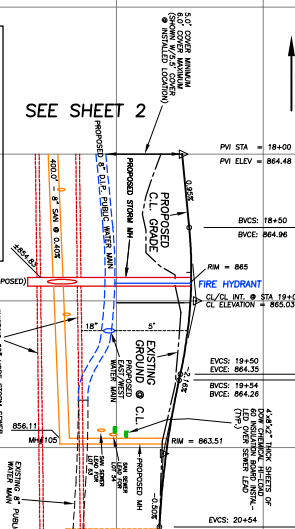
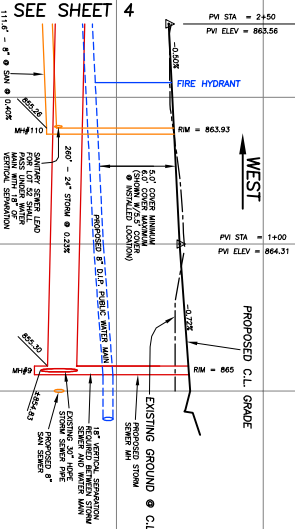
LIVE OAK TRAIL
STA 18+00 TO STA 19+00

MONTIGO BAY STREET
STA 19+00 TO STA 20+54

NOTE: SANITARY SEWER LEADS FOR LOTS 52, 53 & 56 SHALL PASS UNDER WATER MAINS AND STORM SEWERS OF VERTICAL SEPARATION/CLEARANCE.

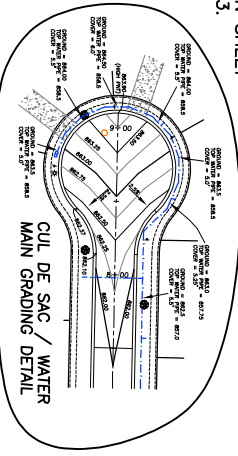
NOTE: SANITARY SEWER LEADS FOR LOTS 34 AND 53 SHALL PASS WITH AT LEAST 12" OF VERTICAL SEPARATION/CLEARANCE.

NOTE: SANITARY SEWER LEAD FOR LOT 54 SHALL PASS OVER WATER MAIN SEPARATION/CLEARANCE.



REVISIONS:
DATE: 5/6/2022
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

SEE 'GENERAL NOTES'
(#1 - #19) ON SHEET
2 AND SHEET 3.



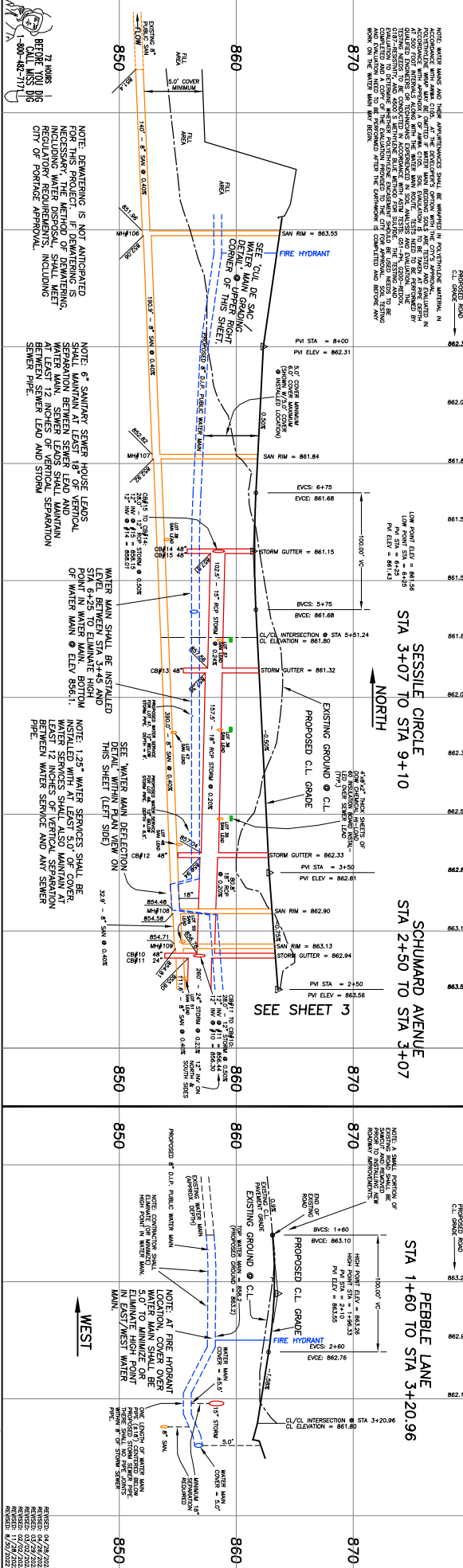
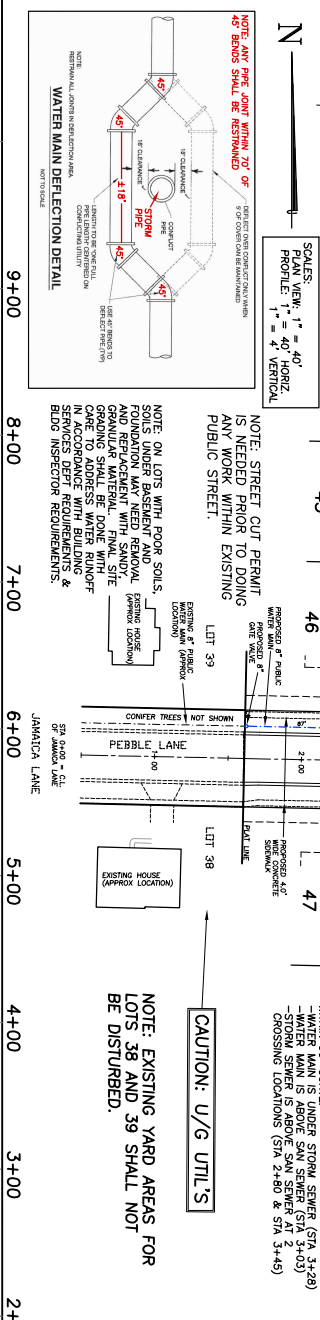
LEGEND

- EXISTING PUBLIC SANITARY SEWER
 - EXISTING PRIVATE 6" SEWER LEAD
 - EXISTING PRIVATE 12" COPPER WATER SERVICE
 - PROPOSED PUBLIC STORM SEWER
 - PROPOSED PUBLIC WATER MAIN
 - PROPOSED 4.0' WIDE CONCRETE SIDEWALK
 - PROPOSED 2.0' WIDE CONCRETE CURB
 - PROPOSED LOT #
 - BUILDING SETBACK LINE
 - EDGE OF EXEMPT
 - U/G INSULATION BOUND
- NOTE: WHERE WATER MAINS PASS NEAR A CATCH BASIN OR SEWER, THERE SHALL BE AT LEAST 10 FEET OF HORIZONTAL SEPARATION, AT LEAST 10 FEET VERTICAL SEPARATION, AND THE STORM SEWER STRUCTURE AND THE EXTERIOR OF THE WATER MAIN PIPE.
- NOTE: ALL WATER MAINS & THEIR APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PORTAGE SPECIFICATIONS AND A.M.A. STANDARD 0800.
- NOTE: WATER MAIN FISHING SHALL PROVIDE A MINIMUM 18" OF CLEARANCE FROM THE WATER MAIN TO THE EXTERIOR OF THE WATER MAIN PIPE.
- NOTE: IT IS RECOMMENDED THAT PROPERTIES WITH 2.0' FLOW WATER MAIN PIPE STREET TREES SHALL BE PROVIDED WITH A M.A.P. STANDARD 0801, 1ST SECOND IN ACCORDANCE WITH THE CITY OF PORTAGE SPECIFICATIONS AND A.M.A. STANDARD 0800.
- NOTE: ALL STREET TREES SHALL BE INSTALLED AT LEAST 2.0' FROM WATER MAIN PIPE. STREET TREES SHALL BE INSTALLED WITH A M.A.P. STANDARD 0801, 1ST SECOND IN ACCORDANCE WITH THE CITY OF PORTAGE SPECIFICATIONS AND A.M.A. STANDARD 0800.

NOTE: PROPOSED WATER MAIN SHALL HAVE A MINIMUM OF 3.0' OF COVER AT ALL LOCATIONS. ALSO MAINTAIN 18" OF VERTICAL SEPARATION BETWEEN WATER MAIN AND STORM SEWER. SANITARY SEWER, WATER SERVICES SHALL BE MAINTAINED AT SEWER CROSSINGS.

NOTE: NATURAL GAS, ELECTRIC, FIBER OPTIC, AND OTHER UTILITIES SHALL BE COVERED PERMANENTLY BY THE PROPOSED ROAD.

NOTE: VEHICLE DRIVER'S SIGHT DISTANCE AT INTERSECTIONS.



ENTRY	SYMBOL	CHARACTERISTICS	A	B	C	D	E	F
15		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	
16		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	
17		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	
18		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	
19		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	
20		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	
21		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	
22		Exposed to erosion by wind, water, and ice. The slope is labeled 'SLOPE' and 'EROSION'.	*	*	*	*	*	

SECTION 1000 - EROSION & SEDIMENTATION									
SOIL EROSION & SEDIMENTATION									
CONTROL MEASURES									
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1-10-100	1-10-100	1-10-100	1-10-100	1-10-100	1-10-100	1-10-100	1-10-100	1-10-100	1-10-100

SECTION 1000 - EROSION & SEDIMENTATION

SOIL EROSION & SEDIMENTATION

CONTROL MEASURES

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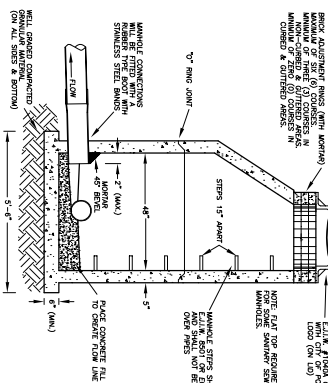
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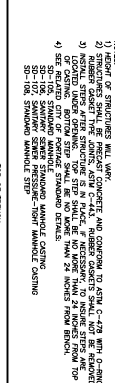
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EROSION CONTROL DETAILS for
"THE OAKS No.2"
 PART OF THE NORTHEAST 1/4 OF SEC. 13 T3S. R11W. CNF OF TOWNSHIP KALAMAZOO CNTY., MICH.
MONUMENT ENGINEERING GROUP ASSOC., INC.
 Formerly Ingersoll, Watson & McKelchen, Inc.
 DATE: 5/05/2022
 SHEET: 58
 JOB NO.: 21-175

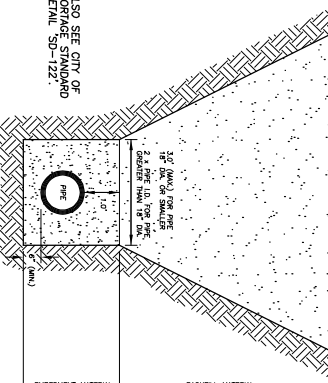
A STANDARD CITY OF PORTAGE LOGO ON LID.



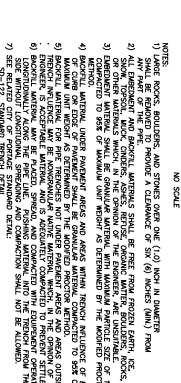
SEVEN MAIN IDEAS
NO SCALE



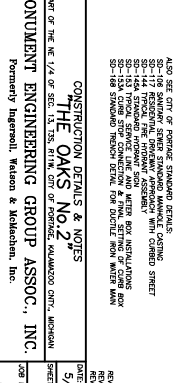
1. The first step is to identify the key components of the system. This includes understanding the hardware, software, and data involved.



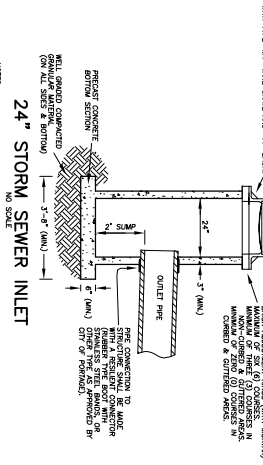
UTILITY TRENCH DETAIL



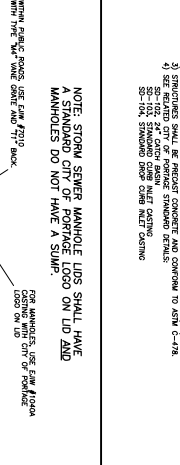
Journal Pre-proof



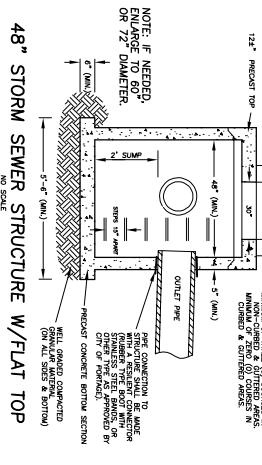
1100 FISH STAGE



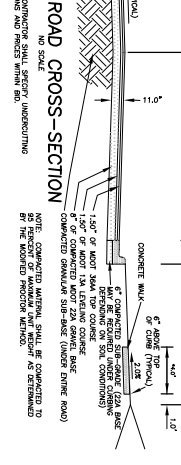
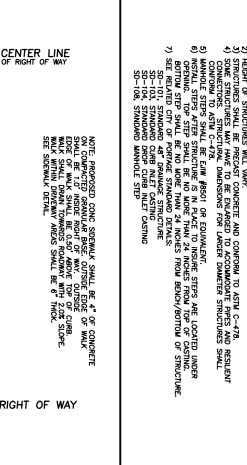
RIGHT OF STRUCTURES WILL VARY BUT SHALL NOT EXCEED FIVE (5) PERCENT.



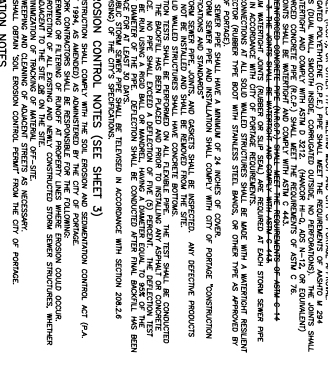
MAXIMUM OF SIX
MINIMUM OF THREE



THE SINGAPORE SMALL, NOT HAVE A SHIP AND SMALL NEQUINE ENVIRONMENT CASINO
OF PORTAGE LOGO PER CITY STANDARDS.



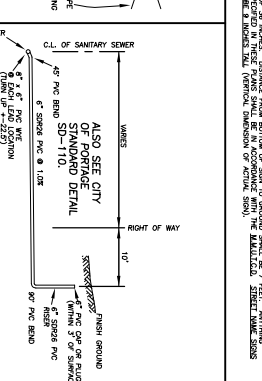
CITY OF PORTAGE REQUIREMENTS.



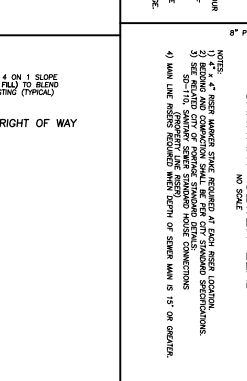
SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT



U-CHANNEL POSTS AND SHALL HAVE A MINIMUM POST

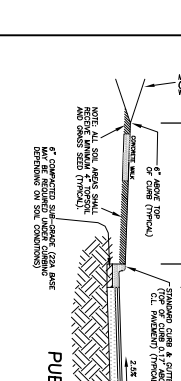


SANITARY SEWER LEAD

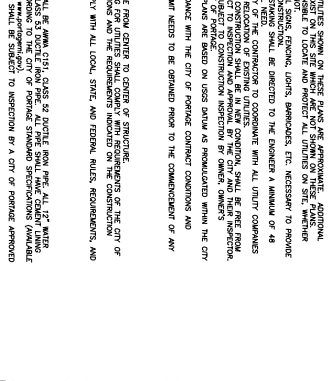


15'

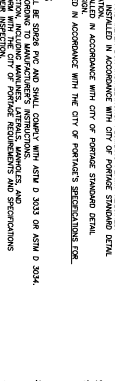
2.00'



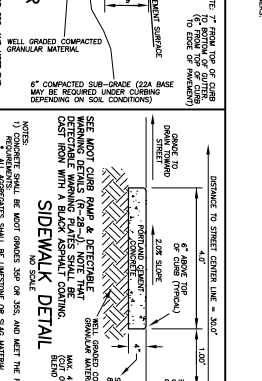
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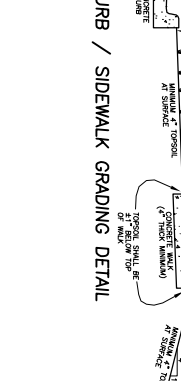
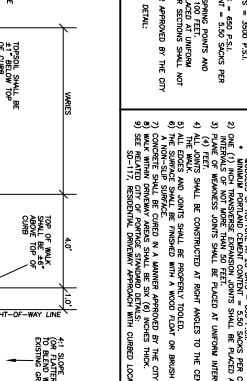
WITH CITY OF PORTAGE STANDARD DETAIL
INSTALLATIONS. PLUMBING PERMIT REQUIRED.



AND CABLE TV PRIVATE UTILITIES SHALL BE SIZED



- SLUMP = 1.5 TO 3 INCHES
- MODULUS OF RUPTURE AT 28 DAYS = 650





DECLARATION OF RESTRICTIONS FOR THE OAKS

This DECLARATION OF RESTRICTIONS is made on this 19th day of September, 2022, by Westview Capital, LLC, a Michigan limited liability company, whose address is 2186 E. Centre Ave., Portage, MI 49002 (the "Declarant" or "Developer") as follows:

WHEREAS, Declarant is the owner of certain real estate which it will or has developed as the subdivision The Oaks (the "Subdivision") consisting of Lots 1 through 70 (inclusive) located in the City of Portage, Kalamazoo County, Michigan, more particularly described as:

A parcel of land situated in the Northeast quarter of Section 13, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the Northeast corner of Section 13, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan; thence S. 01°11'53" W. 523.70 feet along the East line of the Northeast quarter of said Section 13 to the Place of Beginning; thence N. 76°26'06" W. 463.60 feet to an Easterly corner of the "Holiday Village East" subdivision according to the plat thereof as recorded in Liber 36 of Plats, Page 1, Kalamazoo County Records; thence S. 40°25'37" W. 168.95 feet along an Easterly line of said "Holiday Village East" subdivision; thence S. 40°47'15" W. 66.00 feet along an Easterly line of said "Holiday Village East" subdivision; thence S. 48°58'22" E. 140.00 feet along an Easterly line of said "Holiday Village East" subdivision; thence S. 41°08'06" W. 235.89 feet along an Easterly line of said "Holiday Village East" subdivision; thence S. 01°12'51" W. 562.15 feet along an Easterly line of said "Holiday Village East" subdivision; thence S. 88°48'07" E. 323.82 feet; thence N. 01°11'53" E. 209.75 feet; thence N. 88°48'07" W. 14.00 feet; thence N. 01°11'53" E. 81.00 feet; thence N. 06°55'34" E. 164.82 feet; thence S. 84°35'57" E. 181.67 feet; thence N. 06°28'48" E. 46.22 feet; thence S. 83°31'12" E. 134.69 feet to said East line of the Northeast quarter of Section 13 at a point S. 01°11'53" W. 440.07 feet from said Place of Beginning; thence N. 01°11'53" E. 440.07 feet along said East line to the Place of Beginning, containing 10.05 acres.

Parcel is subject to easements, conditions and restrictions of record.

Eric Feldt

From: Sukhpreet Singh <sukh7172singh@gmail.com>
Sent: Wednesday, January 31, 2024 12:56 PM
To: Eric Feldt
Subject: Re: City of Portage; Proposed street name; 7158 Live Oak Trail; Montego Bay

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hello,

I am not in support of this street name changing decision because I have my own business I'm extremely busy in my life with my work and I'm a single

Person living in my house I barely took out of my time to change my newly moved house all the address and it took me almost a month in order to update my address

Now again I have to deal with all that address updates in my business it's not a easy for me at all
It's too complicated.

Even if they approve to change the street name, know I will never agree on this because it's gonna be really hard for me to do this over again

Thanks

On Wed, Jan 31, 2024 at 8:24 AM Eric Feldt <feldte@portagemi.gov> wrote:

Mr. Singh,

We spoke earlier this week about a proposed street name change that would affect you. The second subdivision phase in your neighborhood is nearing completion which consists of connecting Live Oaks Trail to Montego Bay street; thus, forming one continuous street. Staff finds it best for this street to consist of only one name for emergency services and delivery purposes. In the next few days, you will receive a City of Portage letter (same letter is attached in this email) explaining this proposed name change that, if approved, would result in the following change:

Your Existing House Address

[7158 Live Oak Trail](#)

Proposed House Address

7158 Montego Bay

I understand that if this is approved, you will need to make arrangements to inform delivery services, family/ friends, businesses, utility companies, etc. about your new address. We apologize for you needing to send address updates. The City will inform various entities such as local schools, USPS, City of Portage utility billing, Kalamazoo County, etc.

This proposed name change requires City Council review and vote, and provides public commenting during a future Council meeting (date is TBD). We will inform you of the date of this meeting so you can make any arrangements to attend and speak, if desired. In the meantime, you may email me any questions, concerns, or your position (support, oppose, neutral) of this proposed name change.

You may contact me by phone (see below) or email.

Sincerely,

Eric Feldt, AICP, CFM

City Senior Planner

Department of Community Development

City of Portage, MI

Ph: (269) 329-4471

Email: feldte@portagemi.gov

[City of Portage – Zoning Code](#)

CONFIDENTIALITY: Pursuant to the Electronic Communications Privacy Act of 1986, 18 U.S.C. Sec. 2510, et seq. (the "ECPA"), notice is given that the information or documents in this electronic message are legally privileged and confidential information, intended only for the use of the individual or entity to whom it is sent. If you are not the intended recipient, please be aware that any disclosure, distribution, use or copying of the contents of this message is prohibited. If you have received this message in error, notify the sender immediately by return mail or contact helpdesk@portagemi.gov and delete this message and any attachments from your system. Thank you.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Final Plat approval (Public Infrastructure Acceptance) for Oakland Farms No. 3, 9840 Oakland Drive

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Approve the Final Plat (Public Infrastructure Acceptance) for Oakland Farms No. 3, 9840 Oakland Drive, with the condition that sidewalks and street trees be completed by March 5, 2026, and authorize the City Manager to execute all documents related to this action on behalf of the city.

On May 9, 2023, the City Council approved the Final Preliminary Plat (engineering plans) for Oakland Farms No. 3, allowing the developer, Hyland Associates, LLC, to proceed with public improvement construction. The developer has completed all required public improvements except for the installation of the concrete sidewalks and street trees. These remaining items are to be completed by March 2026. Receiving final plat approval from the Council before the completion of all public improvements will enable the developer to submit the plat to the State of Michigan for review and approval. Once approved by the state, the developer can begin selling lots and building houses.

In conformance with Section 42-921 of the Land Development Regulations and to ensure the completion of the sidewalks and street trees, the developer has deposited a letter of credit and a check with the city in the amount of 125% of the total construction costs. The amount of the letter of credit and the check has been reviewed by the City Administration and determined to be acceptable. In addition, a two-year maintenance bond is in place for all public infrastructure. Should the developer not complete the remaining public improvements, the developer can request that the city grant a time extension or the letter of credit and the check will be used to complete the construction.

It is therefore recommended that the City Council approve the Final Plat (Public Infrastructure Acceptance) for Oakland Farms No. 3, 9840 Oakland Drive, with the condition that sidewalks and street trees be completed by March 5, 2026, and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Not Applicable

Attachments: 1. Oakland Farms No. 3 Final Plat

NOTE: OAKLAND FARMS" PROPERTY EAST OF THE NORTH & SOUTH QUARTER LINE IS ZONEED R-1B. "OAKLAND FARMS" PROPERTY WEST OF THE NORTH & SOUTH QUARTER LINE IS ZONEED R-1C. PROPOSED "OAKLAND FARMS No.3" IS ENTIRELY ZONED R-1C.

NOTE: "OALAND FARMS No.3" PROPERTY IS PARTIALLY WOODED WITH SOME MATURE TREES AND OTHER TREES THAT HAVE BEEN PLANTED ON-SITE OVER THE PAST 15 YEARS. TREE AND BRUSH WILL BE REMOVED AS NECESSARY TO FACILITATE UTILITIES, ROADWAYS, AND NECESSARY SITE GRADING.

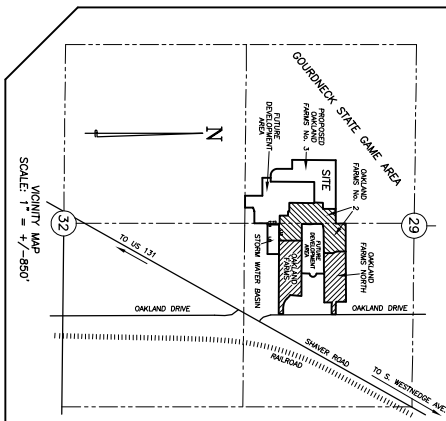


5/9/2023 City Council Approved
Final Preliminary Plat

- SHEET INDEX:**
- 1) COVER SHEET
 - 2) PLAN & PROFILE (ASHFORD TR & WINDFLOWER LANE)
 - 3) GRADING/EROSION CONTROL PLAN
 - 4) EROSION CONTROL DETAILS
 - 5) CONSTRUCTION DETAILS & NOTES

OWNER/APPLICANT:
HYLAND ASSOCIATES, LLC
7545 SOUTH 10th ST.
KALAMAZOO, MI 49009
207-2239 or 207-2920

OAKLAND DRIVE
(CITY OF PORTAGE PUBLIC STREET)



SCALE: 1" = +/-850

NOTES

- [illegible]

FIRE DEPT. NOTES

THE FIRE FLOW FOR EACH BUILDING IS 1000 GPM FROM ONE HYDRANT WITHIN 400' OF ALL PORTIONS OF THE BUILDING. THIS FLOW IS BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING ROOFS. THE FLOW FOR EACH BUILDING SHOULD BE BASED ON THE FLOOR AREA OF THE BUILDING. THE SIZE AND TYPE OF CONSTRUCTION FOR EACH BUILDING, THE APPARENT ACCESS ROUTES TO 26 FEET WIDE SHALL BE POSTED ON BOTH SIDES AS A FIRE LANE.

ND

- END**

R-1C ZONING INFORMATION:
MINIMUM 12,000 SQ FT AREA WITH SEWER

FOR LOANING INFORMATION:
 MINIMUM 12,000 SQ. FT. AREA WITH SEWER & WATER
 MINIMUM 100' LOT WIDTH WITH SEWER & WATER
 MINIMUM 30' FRONT YARD SETBACK
 MINIMUM 12' SIDE YARD SETBACK
 MINIMUM 40' REAR YARD SETBACK
 MAXIMUM BUILDING COVERAGE OF LOT = 30%
 (ALSO SEE APPLICABLE SECTIONS OF CITY OF
 PORTAGE LAND DEVELOPMENT REGULATIONS)

COVER SHEET / FINAL PRELIMINARY PLAT
OAKLAND FARMS No. 3

for

Formerly Ingersoll, Watson & McMachen, Inc.
 1401 William Road S.W. - Box 10000 - Kansas 66108 913 341 4145

35067-3

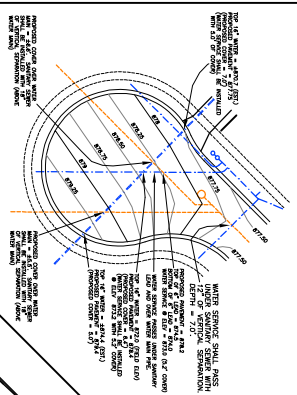
NOTE: ALL SHOWN WATER MAIN DEPOS ARE 22.5' DEPOS UNLESS NOTED OTHERWISE

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MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
1209 WEST 10TH AVENUE
PORTLAND, OREGON 97205



GRADING DETAIL
SCALE: 1"=30'

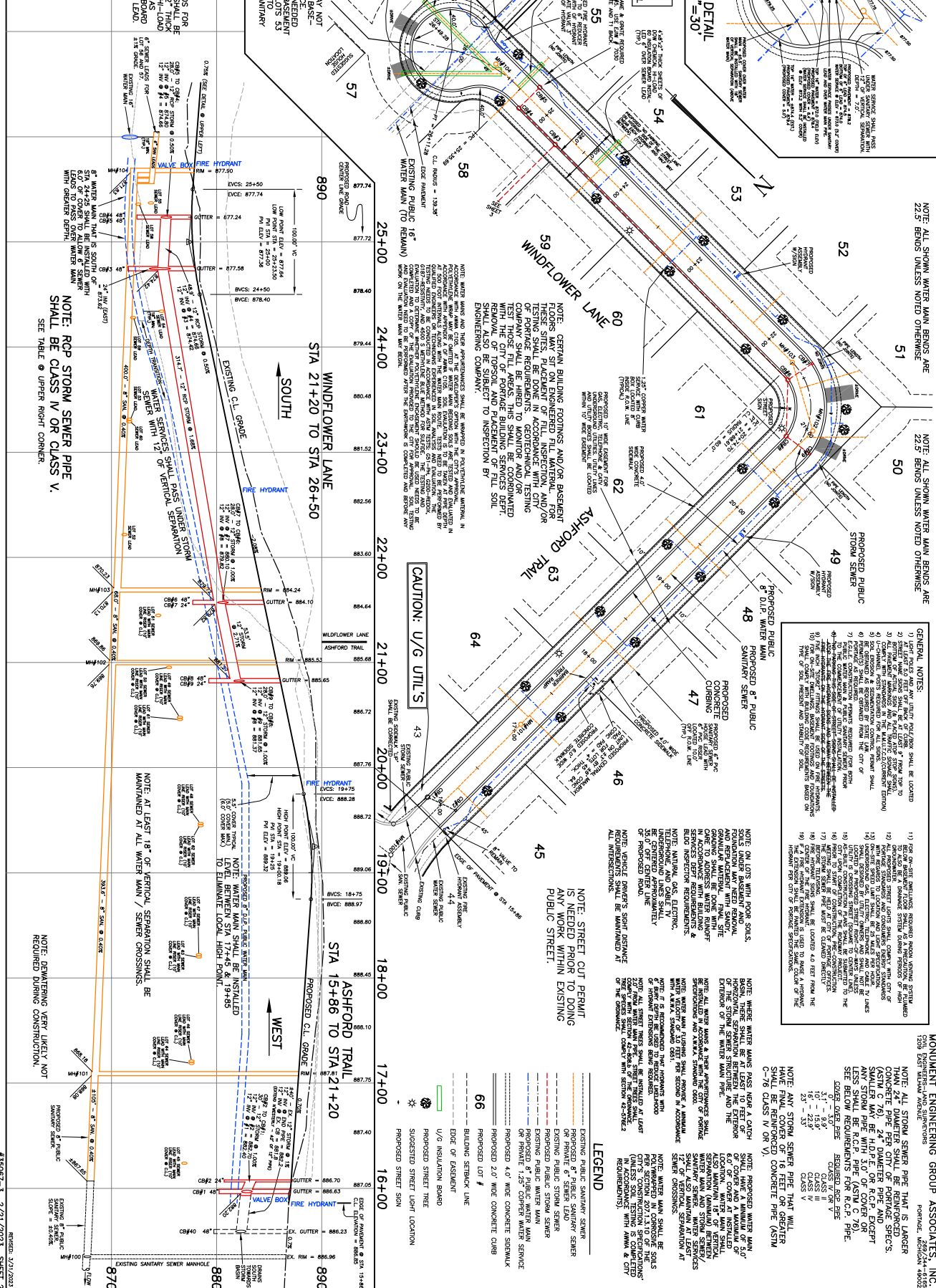
CAUTION: U/G UTIL'S

CAUTION: U/G UTIL'S

CAUTION: U/G UTIL'S

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CAUTION: U/G UTIL'S



- GENERAL NOTES:**
- 1) LOT LINES AND ANY UTILITY PAVERS SHALL BE LOCATED AS SHOWN ON THIS PLAN.
 - 2) STREET LIGHTS SHALL BE AT LEAST 10' FROM THE CURB.
 - 3) ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
 - 4) ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
 - 5) ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
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 - 17) ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
 - 18) ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
 - 19) ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
 - 20) ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.

NOTE: ON LOTS WITH POOR SOILS, SOILS SHALL BE REMOVED AND REPLACED WITH SANDY GRAVEL. THE GRAVEL SHALL BE 18" DEEP AND SHALL BE PLACED UNDER THE DRIVEWAY. THE GRAVEL SHALL BE PLACED UNDER THE DRIVEWAY. THE GRAVEL SHALL BE PLACED UNDER THE DRIVEWAY.

NOTE: STREET CUT PERMIT IS NEEDED PRIOR TO DOING ANY WORK WITHIN EXISTING PUBLIC STREET.

- LEGEND**
- EXISTING PUBLIC SANITARY SEWER
 - PROPOSED PUBLIC SANITARY SEWER
 - EXISTING PRIVATE SANITARY SEWER
 - PROPOSED PRIVATE SANITARY SEWER
 - EXISTING PUBLIC STORM SEWER
 - PROPOSED PUBLIC STORM SEWER
 - EXISTING PRIVATE STORM SEWER
 - PROPOSED PRIVATE STORM SEWER
 - EXISTING WATER MAIN
 - PROPOSED WATER MAIN
 - EXISTING FIRE HYDRANT
 - PROPOSED FIRE HYDRANT
 - EXISTING STREET LIGHT
 - PROPOSED STREET LIGHT
 - EXISTING STREET SIGN
 - PROPOSED STREET SIGN

SYMBOL	SYMBOL	FIELD DESCRIPTION	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	JL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ	KK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP	XQ	XR	XS	XT	XU	XV	XW	XX	XY	XZ	YA	YB	YC	YD	YE	YF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ
		Known to contain or possibly contain trace amounts of polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs) and/or polycyclic aromatic hydrocar																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														

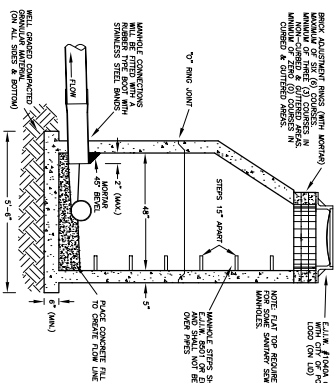
**"EROSION CONTROL DETAILS FOR
"OAKLAND FARMS NO. 3"**

PART OF THE SW 1/4 OF SEC. 29, T2S, R17W, CITY OF PORTAGE, KANAWATTO COUNTY, W.

MONUMENT ENGINEERING GROUP ASSOC., INC.

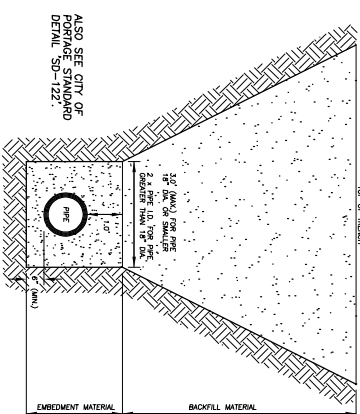
Formerly Ingersoll, Watson & Molachien, Inc.

NOTE: SANIART SEWER MANHOLE LIDS SHALL HAVE A STANDARD CITY OF PORTAGE LOGO ON LID.



SANITARY SEWER MANHOLE

- 2) STRUCTURES SHALL BE PRECAST CONCRETE AND CONCRETE TO ASTM C-478 WITH 0-6% RUBBER AGGREGATE. THE JOINTS, ASTM C-443. RUBBER AGGREGATE SHALL NOT BE REMOVED FROM JOINTS.
- 3) LOCATED UNDER OPENING, TOP STEP SHALL BE NO MORE THAN 24 INCHES FROM TOP OF CURBING. BOTTOM STEP SHALL BE NO MORE THAN 24 INCHES FROM BENCH.
- 4) SEE STANDARD OF FINISHES AND MATERIALS DETAILS.
- 5) 8'-10" SWIMMING SEWER STANDING UNMADE CURBING.
- 6) 8'-10" SWIMMING SEWER PRESSURE-THAT MANHOLE CASTING.
- 7) 8'-18" SWIMMING MANHOLE STEP.



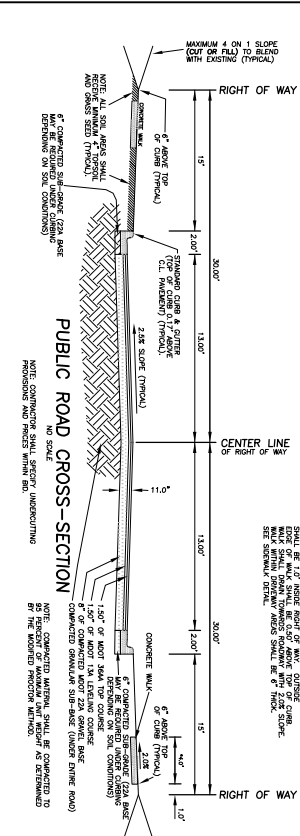
UTILITY TRENCH DETAIL

- 1) LATEST REQUIREMENTS, AND STOCKS OVER ONE (1) OR MORE IN CURRENCY OF THE COUNTRY OF ORIGIN, SHALL BE PROVIDED BY THE APPLICANT, WITHIN ANY PART OF THE PAPER.
- 2) THE APPLICANT SHALL PROVIDE A CLARANCE OF 30 (30) DAYS FROM THE DATE OF THE PAPER.
- 3) ALL DOCUMENTS AND DOCUMENT MATERIAL SHALL BE FREE FROM FOREIGN LAMIN, AND ALL DOCUMENTS SHALL BE IN THE COUNTRY OF ORIGIN, AND THE UNRELIABLE OF 1.0% OF THE APPLICANT SHALL BE PROVIDED BY THE APPLICANT, WITHIN ANY PART OF THE PAPER.
- 4) DOCUMENTS TO BE OF 30 (30) DAYS FROM THE DATE OF THE PAPER, AND THE UNRELIABLE OF 1.0% OF THE APPLICANT SHALL BE PROVIDED BY THE APPLICANT, WITHIN ANY PART OF THE PAPER.
- 5) DOCUMENT MATERIAL, UNDER MATERIAL, SHALL BE AVAILABLE WITHIN 30 (30) DAYS OF THE DATE OF THE PAPER, AND THE UNRELIABLE OF 1.0% OF THE APPLICANT SHALL BE PROVIDED BY THE APPLICANT, WITHIN ANY PART OF THE PAPER.
- 6) DOCUMENT MATERIAL, FOR THE APPLICANT, SHALL BE AVAILABLE WITHIN 30 (30) DAYS OF THE DATE OF THE PAPER, AND THE UNRELIABLE OF 1.0% OF THE APPLICANT SHALL BE PROVIDED BY THE APPLICANT, WITHIN ANY PART OF THE PAPER.
- 7) DOCUMENT MATERIAL, FOR THE APPLICANT, SHALL BE AVAILABLE WITHIN 30 (30) DAYS OF THE DATE OF THE PAPER, AND THE UNRELIABLE OF 1.0% OF THE APPLICANT SHALL BE PROVIDED BY THE APPLICANT, WITHIN ANY PART OF THE PAPER.
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- 12) DOCUMENT MATERIAL, FOR THE APPLICANT, SHALL BE AVAILABLE WITHIN 30 (30) DAYS OF THE DATE OF THE PAPER, AND THE UNRELIABLE OF 1.0% OF THE APPLICANT SHALL BE PROVIDED BY THE APPLICANT, WITHIN ANY PART OF THE PAPER.

CONSTRUCTION DETAILS & NOTES
"OAKLAND FARMS No.3"
THE SW 1/4 OF SEC. 29, T3S, R11W, CITY OF PORTAGE, KULMAZOO COUNTY, WI

CONUMENT ENGINEERING GROUP ASSOC., INC.
Formerly Ingersoll, Watson & McEachen, Inc.
12005 Ford Wayne Road, Suite B • Portland, Michigan 48062 • Phone 208 344-0105

REMOVED: 3/31,	DATE: 2/21/20	SHEET: 5	JOB No.: 35067
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PUBLIC ROAD CROSS-SECTION

NO SCALE

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

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

STORM SEWER NOTES →
NOTE: ALL STORM SEWER PIPE (PM) IS UNLESS OTHERWISE SPECIFIED.
DRAINAGE SHALL BE REINFORCED CONCRETE PIPE PER
CITY OF PORTAGE REQUIREMENTS.

- [illegible]

SHEETS 3 & 4

- [illegible]

1) DECIDUOUS TREES AT PLANTING SHALL HAVE
BARK A CLEAR STEM OF 4 FEET AND A E

- [illegible]

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-
- SEE NOTE
8' BELOW
COMPACTED
- R.O.W.
- SANITARY SEWER
- WAKES
- ALSO SEE CITY
OF PORTLAND
- RIGHT OF WAY
- 1'
- STRUCTURE
- FINISH GRADE
- 8' AND 1' ON

45' PVC BEDDING

-

SANITARY SEWER LEAD

- 1) 4" x 4" RISER WALKERS STAKE REQUIRED AT EACH RISER LOCATION.
2) BEDDING AND COMPACTON SHALL BE PER CITY STANDARD SPECIFICATIONS.
3) SEE D-110, SANITARY SEWER STANDARD HOUSE CONNECTIONS
(PREPARE LINE RISER)
4) MAIN LINE RISERS REQUIRED WHEN DEPTH OF SEWER MAIN IS 15" OR GREATER.

GENERAL NOTES

- [illegible]

CONSTRUCTION NOTES

- [illegible]

1) ALL SANITARY SEWER PIPE SHALL

- 2) ALL SANITARY SEWER CONSTRUCTION, INCLUDING MANHOLES, LATERALS, MANHOLES, AND APPURTENANCES, SHALL CONFORM WITH THE CITY OF PORTAGE REQUIREMENTS AND SPECIFICATIONS AND SHALL BE SUBJECT TO THEIR INSPECTION.
- PRIVATE UTILITY NOTES**
- 1) UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE, AND CABLE TV PRIVATE UTILITIES SHALL BE SIZED AND INSTALLED BY UTILITY OWNERS.

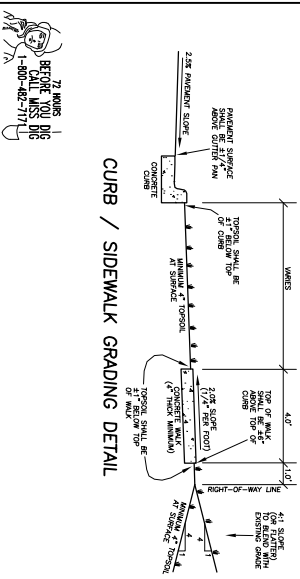
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- [illegible]

SIDEWALK DETAIL

- 1) **REQUIREMENTS:**
 - A. ALL CONCRETE SHALL BE MADE ON JOB MATERIAL.
 - B. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH AASHTO SPECIFICATIONS.
 - C. COMPRESSIVE STRENGTH AT 28 DAYS = 3000 P.S.I.
 - D. MODULUS OF ELASTICITY AT 28 DAYS = 500,000 P.S.I.
- 2) THE 1" MINIMUM PROPOSED CURB HEIGHT SHALL BE 500 P.S.I. PER CIRCULAR FOOT OF CURB. THE CURB SHALL BE PLACED IN PROPER DIRECTION OF TRAFFIC.
- 3) ALL EXISTING WORKERS SHALL BE PLACED AT VARIOUS INTERVALS OF 10 FEET.
- 4) ALL JOINTS SHALL BE CONSTRUCTED AT RIGHT ANGLES TO THE EXTENTURE OF THE CURB.
- 5) ALL DOGS AND JOINTS SHALL BE PROPERLY TOLDED.
- 6) THE SHOULDER SHALL BE CHISELED WITH A MOON FLAVOR ON BRUSH TO MATCH EXISTING.
- 7) CONCRETE SHALL BE CURED IN A MANNER APPROVED BY THE CITY OF PATERSON.
- 8) ALL WORK SHALL BE COMPLETED BY 5:00 (FIVE) O'CLOCK EACH DAY.
- 9) ALL 24-HOUR RESPONDING DRIVEWAY APPROACH SHALL BE CHISELED LOOK STREET SIDE.

CURB / SIDEWALK GRADING DETAIL



**BEFORE YOU D
CALL MISS D**
1-800-482-7171

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Waiver of Water and Sewer Municipal Connection Fees

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Approve a waiver of Water and Sewer Municipal Connection Fees for an affordable housing project at 10506 Oakland Drive in an amount not to exceed \$10,000 as a local contribution for a Kalamazoo County Housing for All Millage application and authorize the City Manager to execute all documents related to this action on behalf of the city.

TC Scott, a local builder, has purchased the property at 10506 Oakland Drive, located at the southwest corner of Oakland Drive and Osterhout Road. The property is zoned for multi-family buildings and currently has a single house on a large lot. The property previously had a history of code violations.

TC Scott is proposing to demolish the existing house and build four quad-plex buildings on the site using the full building plans contained in the new Michigan Municipal League Pattern book. These patterns aim to lower the expenses associated with constructing affordable housing units by providing developers with appealing building plans that can be readily approved. Attached is the exterior and interior view of the proposed buildings. From the exterior, the buildings look like large single-family homes.

TC Scott has applied for a grant from the Kalamazoo County Housing for All millage to provide the gap financing necessary to make the units affordable to individuals or families between 80 and 120 percent of the Average Median Income (AMI) for this area. The county requests that municipalities in which affordable housing projects are located participate in reducing the costs of projects for which the county millage funds are sought, such as Brownfield financing, Payment in Lieu of Taxes, or waiver of some building or application fees.

The following is a summary of potential fees that would be required to connect this development to municipal water and sewer:

Water	No frontage fees per City	\$0
	Assessor review	
	0.75-inch water meter (16 x \$300)	\$4,800
	2-inch Water main tap (2 x \$120)	\$240
Sewer	No frontage fees per City	\$0
	Assessor review	

Sewer taps fee (15 x \$300) 1	\$4,500
credit for existing house	
Total Fees	\$9,540

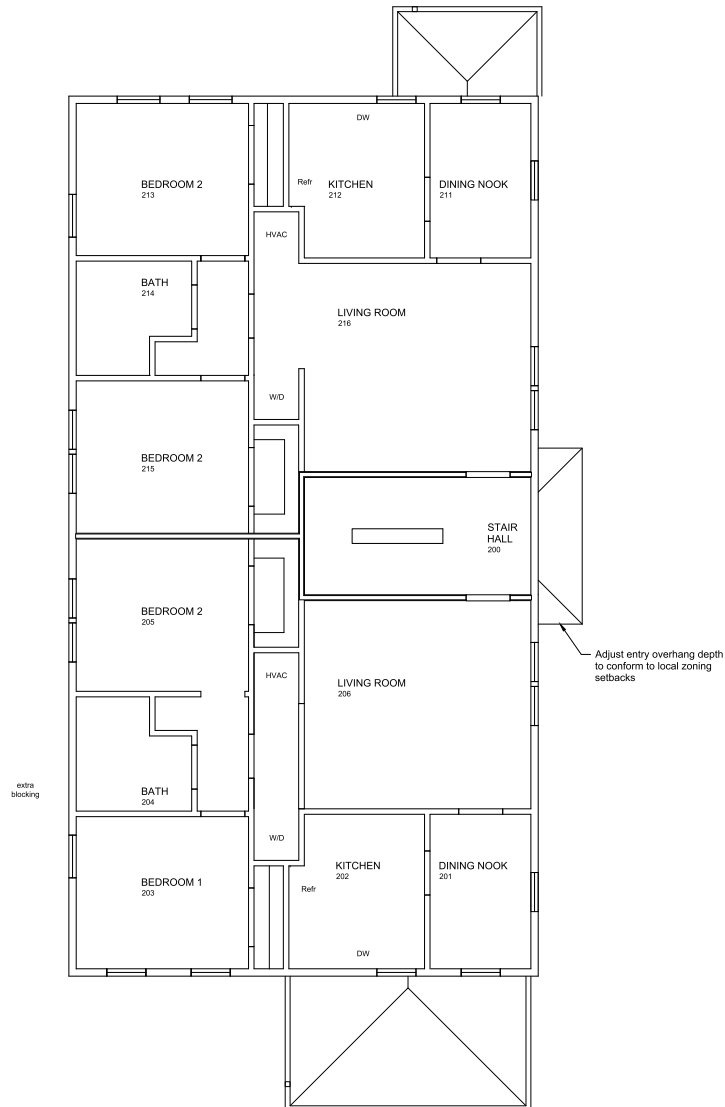
The fees are based on the construction of four (4) slab-on-grade (no basement) separate buildings. Each building would be comprised of four (4) dwelling units. A four-inch water tap/line into a meter pit containing eight (8) meters will provide water for two buildings (eight dwelling units). The contractor will be responsible for the installation of the water service lines, installation of the meter pits, and connection to the sewer system. Each one of the dwelling units will be monitored separately for water and sewer usage fees.

Given that no Brownfield or PILT assistance is contemplated on this project, city staff recommend the waiver of the water and sewer connection fees as an incentive for securing a Kalamazoo County Housing for All millage grant, as the local contribution. It is therefore recommended that City Council approve a waiver of Water and Sewer Municipal Connection Fees for an affordable housing project at 10506 Oakland Drive in an amount not to exceed \$10,000 as a local contribution for a Kalamazoo County Housing for All Millage application and authorize the City Manager to execute all documents related to this action on behalf of the city.

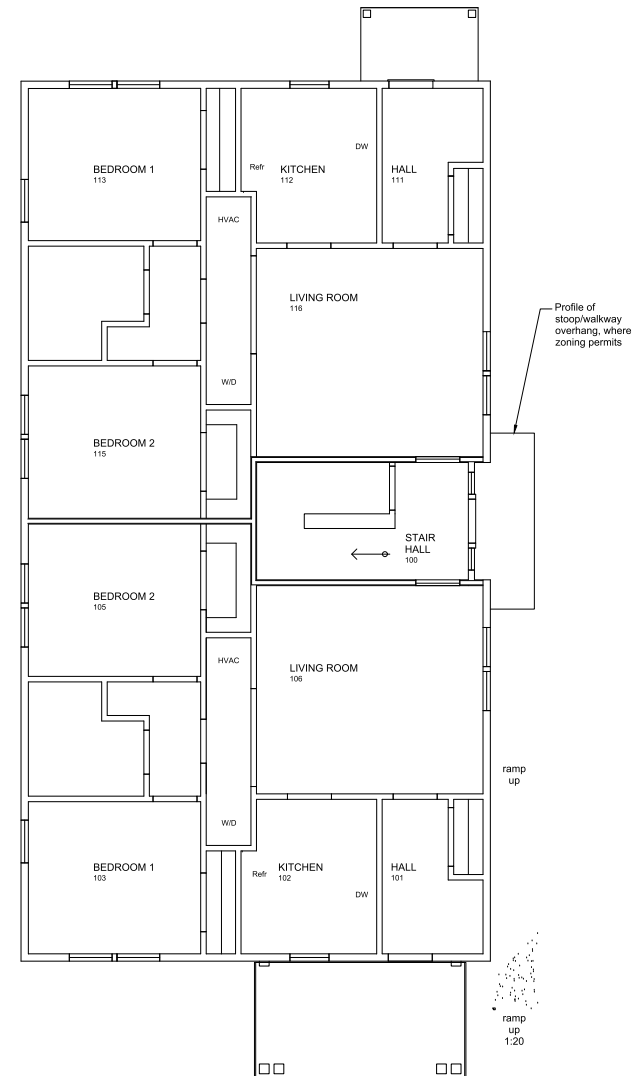
FUNDING: This recommendation would forego water and sewer revenue that otherwise would have been charged to a new housing development, not to exceed \$10,000.

Attachments:

1. MML building plans
2. MML plan interior



② Upper Reflected Ceiling Plan
1/4" = 1'-0"



① Main Reflected Ceiling Plan
1/4" = 1'-0"

Disclaimer: The drawings found within this set are Substantially Complete, but are marked "Not for Construction, as it will be necessary for each site-specific development to employ architects and/or engineers to evaluate local conditions, make necessary adjustments and provide final stamped plans for local permitting. Some items are indicated as blanks for local verification.

Do not scale.
Use figured
dimensions only.
22 AUG 2022

NOT FOR CONSTRUCTION

THE GROVE
Michigan Municipal League

2022xx
REFLECTED
CEILING PLANS

A2.4

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Housing for All Grant Agreement

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Approve the Housing for All Grant Agreement between Kalamazoo County and the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.

Last year, the City of Portage was awarded \$3 million to support the development of an affordable housing project on land the city owns at 9617 Portage Road/2010 Woodbine Avenue. This property is accessed from Portage Road but is vacant land behind the commercial properties located between Woodbine Avenue and Stanley Road. The project is at the conceptual stage but is intended to provide up to 50 single-family homes on this undeveloped land for individuals or families with 80 to 120% of the area's Average Median Income (AMI).

This grant agreement will support the City Council's priority of increasing the supply of housing for workers who cannot otherwise afford to purchase a house and promote housing strategies laid out in the 2022 Portage Attainable Housing Plan. It will contribute to helping reduce the severe shortage of housing identified by a July 2022 study by W.E. Upjohn Institute in Kalamazoo County and also reiterated in the recent [Tracy Cross & Associates report commissioned by the City of Portage dated December 2023](#).

Per the agreement, this grant authorizes the city to utilize the grant funding to provide low-cost construction financing to build the homes at the development site. It can also be used to fill the gap between the cost of constructing the homes and the price at which people in the 80-120% AMI income range can afford to purchase. As each house is sold, the costs for the construction of each house will be paid back minus the cost of the subsidy. The net sale proceeds will be reused to build additional homes until the entire \$3 million has been expended. The city has received other grants, including city and county ARPA funds, that will be utilized to help build the infrastructure (roads, water, and sewer) to service the proposed development. A Housing TIF may also be required to generate non-General Fund dollars to offset initial infrastructure costs.

With the scope of the use of the grant funds solidified, the city can now finalize a development agreement with the developer for the project the city previously selected: AVB. This agreement will be before the Council at an upcoming meeting. It will spell out the responsibilities of both the city and the developer in designing, engineering, constructing, and selling the homes in the development. After the development agreement is finalized, AVB and the city will begin to work on a new design concept that will have no more than 50 individual single-family homes on the Woodbine/Stanley project. The city has committed to meeting with the Woodbine/Stanley neighborhood residents to discuss and review this new concept before submitting it to the Planning Commission for formal review.

It is also proposed that the parcels on which the houses will be built be placed in a Community Land Trust (CLT) to ensure that there is a legal structure in place to provide ongoing affordability in the future as homes are sold by the original purchaser. The creation of a CLT for Portage will also be considered by the Council at an upcoming meeting. It is therefore recommended that City Council approve the Housing for All Grant Agreement between Kalamazoo County and the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: N/A

Attachments: 1. Kal County and City Housing for All Agreement

**Grant Agreement Between
KALAMAZOO COUNTY
and
CITY OF PORTAGE (final 2/12/24)**

THIS GRANT AGREEMENT (hereinafter “Agreement”) is made and entered into by and between KALAMAZOO COUNTY, a municipal corporation and political subdivision of the State of Michigan, 201 W. Kalamazoo Avenue, Kalamazoo, Michigan 49007 (the “County”) and the CITY OF PORTAGE, a Michigan municipal corporation, 7900 S. Westnedge Ave., Portage, Michigan 49002 (“Grant Recipient”) (collectively the “Parties”) beginning March 1, 2024, and continuing through June 30, 2027, (the “Performance Period”).

Grant Recipient agrees to undertake, perform, and complete the Project described in SECTION I: PROJECT, below in support of the intent and purpose of Kalamazoo County’s eight-year millage to fund housing programs passed in 2020 to provide rental subsidies, permanent housing, and related supportive services for residents of Kalamazoo County (“Housing Millage Funds”) and in accordance with the July 2022 Kalamazoo County Housing Plan (“2022 Housing Plan”) which encourages the allocation of Housing Millage Funds to projects that:

- (1) Increase rental opportunities;
- (2) Ensure housing supply is built to meet demand;
- (3) Remove barriers to acquiring and keeping homes;
- (4) Rehabilitate existing housing stock;
- (5) Embrace housing as a workforce development strategy; and
- (6) Increase and Coordinate Supportive Services.

SECTION 1: PROJECT

1. The Project. Grant Recipient agrees and commits to:

- a) **Home Construction.** Through its designated general contractor, design, construct, and build to completion, up to 50 new single family attainable homes located in the State of Michigan, Kalamazoo County, on the City-owned 14-acre parcel of land located at 9617 Portage Rd., Portage, Michigan (hereinafter “Attainable Homes”), for sale to qualified households.
- b) **Qualified Households.** The grant recipient shall ensure the homes are sold and occupied by households meeting the U.S. Department of Housing and Urban Development income limits of 120 percent or less of the area median income established annually. All household members’ and occupants’ income are required to be disclosed to determine qualification, not just the buyers. The grant recipient shall maintain data demonstrating each client was the legal owner of their home and met the income requirements outlined herein. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of subsidy provided. Such information shall be made available to the County monitor or their designees for review upon request.

c) Home Buyer Education Required: Completion of either a KNHS Home Buyer Education (HBE) class or KNHS offered online course is required as well as one counseling session.

See, Attachment A for additional information for the Project.

SECTION 2: GRANT AWARD

1. **Grant Award.** The County has approved a grant award to the Grant Recipient in the amount of Three Million Dollars (\$3,000,000) for eligible activities in connection with the Project described in SECTION 1, above, subject to all terms and conditions of this Agreement.

SECTION 3: AGREEMENT

This Agreement is exclusive of and is distinguished from all previous agreements between the Grant Recipient and the County and contains the entire understanding between the Parties. In consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

1. **Mutual Benefit.** It is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit.
2. **Survival.** The terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and demonstrates compliance with all the requirements of this Agreement.
3. **Interpretation.** The County retains jurisdiction over the interpretation of this Agreement, including all Terms and Conditions. By executing this Agreement, the signatories in no way bind the County other than for purposes of funding the Grant Award.
4. **Source of Funds.** The County has appropriated funds from the County's 2023, 2024 and 2025 Housing Millage for the Grant Award.
5. **Eligible Use of Funds.**
 - 5.1 **Cost Reimbursement, Allowable Costs, and Eligible Activities.** Unless otherwise agreed to by the Parties, this is a cost reimbursement agreement. Grant Recipient shall only use funds for allowable costs and eligible activities, which include those costs incurred in the satisfactory performance of the work described in this Agreement, SECTION I: PROJECT and as detailed in Attachment B – Grant Award Budget resulting from obligations incurred during the Performance Period, in an amount not to exceed three million dollars and 00/100 (\$3,000,000), subject to legality of the expenditures, availability of funds, and appropriate budget authority.
 - 5.2 **Request for Payment Submission.** Grant Recipient shall prepare and submit to the County one or more Requests for Payment using the method outlined by the County during the Performance Period. All requests for payment must be submitted through Amplifund.

5.3 Invoices and Documentation. The Grant Recipient must include a copy of an invoice (or receipt) for each Eligible Cost item for which reimbursement is requested.

- a. The invoice will be used to document the actual purchase price of the Eligible Cost item. A Request for Payment must be accompanied by written support of Eligible Costs, including internal accounting records or contracts, as appropriate or when requested by the County. A Request for Payment must provide an independent and auditable basis for the actual purchase price of each Eligible Cost item.
- b. For Eligible Cost items that do not have a transaction invoice, such as employee labor expenses, the Grant Recipient shall provide documentation showing the total hours contributed by employee class (e.g., engineer, construction worker, instructor, support staff, etc.) that worked on the project, the date(s) that the work was done, and the total labor expense reported. Labor expense is limited to actual payroll and fringe benefit costs. Upon the request of the County, the Grant Recipient shall also provide a list of actual hours worked and the specific wage for each employee that worked on a Project, and any payroll documentation or other similar evidence that the County might request.
- c. For Eligible Cost items that do not have a transaction invoice or record and do not fall under the labor expenses addressed in Section III, Paragraph 5.3, b. above, the Grant Recipient shall, with prior authorization from the County, in lieu of an invoice, submit a narrative description of the Eligible Cost along with any relevant documentation.
- d. The County may delay reimbursement of a Request for Payment until sufficient documentation of costs and project status, as determined by the County, is provided by the Grant Recipient.
- e. The Grant Recipient shall submit a final Request for Payment to the County no later than forty-five (45) days after the end of the Performance Period.

5.4 Reimbursement Limitation. The reimbursement to the Grant Recipient will not exceed the amount of the Total Award unless expressly approved by the County in a written Amendment to this Agreement.

5.5 Obligation to Reimburse Disallowed Grant Award Funds. The Grant Recipient is responsible for reimbursement to the County for any disbursed Grant Award funds that are determined by the County to have been not eligible, misused or misappropriated, or not incurred by the end of the performance period. If the County determines that any provision of the Grant Award, including the Grant Agreement, or relevant provision of State statute for public use of funds, has been breached by the Grant Recipient, the County may require and be entitled to reimbursement of any or all funds under the Grant Award. Any reimbursement of funds that is required by the County, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to the Grant Recipient. The County also reserves the right to recover such funds by any other legal means including litigation. The Grant Recipient shall indemnify and hold harmless the County for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.

6. **Amendment.** This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.

6.1 **Notification of Significant Changes in Scope or Budget.** The Grant Recipient shall notify the County of any proposed significant changes in Attachment A – Project Scope or Attachment B – Grant Award Budget as soon as practicable and may only make such significant changes if the County signs a written amendment authorizing and memorializing the significant change. Significant changes include:

- i. Any change in the list of expenses, as described in Attachment B – Grant Award Budget.
- ii. Any change in the Project or activities, as described in Attachment A - Project Scope.
- iii. Extensions of the Performance Period.

6.2 **No Commitment to Budget Amendments, Additional Funds, or Extensions.** This Agreement does not commit the County to approve requests for budget amendments, additional funds or extensions of the Performance Period at any time.

7. **Reporting.**

7.1 **Quarterly Performance, Financial, and Close-Out Reports.** The Grant Recipient shall provide the County with quarterly performance and financial reports and a close-out report. These reports shall include the status and progress by the Grant Recipient and all subcontractors in completing the work described in Attachment A - Project Scope and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

- a. Quarterly reports are due to the County no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, and June 30, September 30, and December 31.
- b. The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

7.2 **Form of Reports.** All Project Status Reports shall be submitted to the County in the manner specified by the County.

7.3 **Failure to Submit Required Reports.** If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, then the County may withhold further payments until they are completed or may take other action as stated in General Terms and Conditions - Section 4, Paragraph 6, **Remedies.** "Acceptable to the County" means that the work product was completed in accordance with the Attachment B - Grant Award Budget and Attachment A - Project Scope.

7.4 Requested Information. Grant Recipient shall provide additional program updates or information that may be required by the County upon request.

8. **Accounting.** The Grant Recipient shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grant Recipient's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of County funds shall be reported by line item and compared to the Budget.
9. **Subcontracts.** Grant Recipient shall not contract in furtherance of this Agreement prior to receiving the County's written confirmation that the proposed contract includes the following requirements:
 - a. **Vendor Legal Compliance and Non-Discrimination Requirements.** All vendors who provide goods and services to Kalamazoo County by contract, shall as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:
 - i. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
 - ii. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
 - iii. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
 - iv. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder.
 - b. **Contractor Indemnification Obligation.** Contractor shall indemnify and hold the County and Grant Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law.
10. **Project Income.** To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grant Recipient. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator. Upon sale of the homes to qualified households, the money from the sale proceeds shall be returned to Kalamazoo County/housing millage.
11. **Order of Spending.** Unless otherwise required, Grant Recipient shall expend funds in the following order: (1) private or local funds, (2) federal funds, (3) state funds and (4) Grant funds awarded under this Agreement. The Grant Recipient is responsible for securing any required matching funds from sources other than the County.

12. **Share-in-savings.** The County expects to share in any cost savings realized by the Grant Recipient. Therefore, final Grant Recipient reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator

13. **Procurement & Competitive Bidding.** Grant Recipient agrees that all procurement transactions involving the use of County funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grant Recipient agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The purchase of equipment not specifically listed in Attachment B - Grant Award Budget, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grant Recipient unless otherwise specified at the time of approval.

14. **Monitoring.** Grant Recipient is responsible for and shall monitor its performance under this Agreement to assume that time schedules are being met and projected work is being accomplished. Grant Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

- a. The Grant Recipient shall submit to the County quarterly program reports as detailed in Section 7 above. The Grant Recipient will use its best efforts to provide data relevant to project performance.
- b. In addition to reviews of audits conducted in accordance with Section 15 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by County staff, limited scope audits, and other procedures.

15. **Audit Requirements.** The County shall be entitled to have an audit of all books and records of the Grant Recipient that pertains to the Grant Award under this Agreement.

16. **Repayments.** All refunds or repayments due to the County under this Agreement are to be made payable to the order of “Kalamazoo County,” and mailed directly to the following address:

Kalamazoo County Finance
201 W Kalamazoo Ave
Suite 402
Kalamazoo, MI 49007

17. **Recordkeeping, Examination of Records and Facilities.** The County will have access to and the right at any time during normal business hours to examine, audit, excerpt, transcribe, and copy on the Grant Recipient’s premises any records and files of the Grant Recipient involving transactions relating to a Grant Award, including any agreements or MOUs with any partners related to the project or fiscal management of the award. The County or a contractor of the County will have access at any time to examine, audit, test and analyze any and all items

purchased or constructed in whole or in part using funds provided by the County as part of a Grant Award, including inspection by a Professional Engineer.

- a. If any of the above records and files are held in an automated format, the Grant Recipient shall provide copies of these records and files in the automated format, or such computer file as may be requested by the County.
- b. The Grant Recipient shall retain such records and files for at least five years following the latter of the termination, expiration or final payment of the Grant Award or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, the Grant Recipient must retain the records until all issues are resolved.
- c. The Grant Recipient shall be responsible for any charges for copies provided by the Grant Recipient to the County of books, documents, papers, records, computer files or computer printouts.
- d. The minimum acceptable financial records for a Grant Award consist of:
 - i. Documentation of employee time and compensation.
 - ii. Documentation of all equipment, materials, contracted labor, supplies and travel expenses.
 - iii. Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope.
 - iv. Documentation and justification of methodology used in any in-kind contributions.
 - v. Rationale supporting allocation of space charges.
 - vi. Rationale and documentation of any indirect costs
 - vii. Documentation of agreement services and materials; and
 - viii. Any other records that support charges to a Grant Award.
- e. The Grant Recipient shall maintain reasonably prudent, as determined by the Commission, segregation of Project accounting records from accounting records relating to other projects or programs.

18. Notice of Contact. The County's Finance Department shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the County's Grant Administrator. All notices provided by Grant Recipient under or pursuant to this Agreement shall be in writing to County's Finance Department and delivered by electronic mail using the correct information provided below.

The name and address of County's Grant Administrator for this Agreement is:

Grant Administrator Point of Contact

Name:	Ryan Post
Title:	Finance Director
Address:	201 W. Kalamazoo Ave., Room 402, Kalamazoo, MI 49007
Email Address:	rjpost@kalcounty.com

The County's Programmatic Reviewer shall be responsible for monitoring the performance of project activities as described in Attachment A – Project Scope. All contact regarding project activity should be directed to the County's Programmatic Reviewer.

The name and address of County's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact

Name: Mary Balkema
Title: Housing Director
Address: 201 W. Kalamazoo Ave., Kalamazoo, MI 49007
Email Address: mxbalk@kalcounty.com

The name and address of Representative of the Grant Recipient responsible for the administration of this Agreement is:

Name: Peter Dame
Title: Chief Operations Officer
Address: 7900 S Westnedge, Portage, MI 49002
Email Address: damep@portagemi.org

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

SECTION 4: GENERAL TERMS AND CONDITIONS

1. **Compliance with Law.** The Grant Recipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Grant Recipient shall be bound by all County orders that in any manner affect the Grant Award.
2. **Delegation.** Grant Recipient may not delegate any of its obligations under the Grant without the prior written approval of the County. Grant Recipient must notify the County at least 90 calendar days before the proposed delegation and provide the County any information it requests to determine whether the delegation is in its best interest. If approved, Grant Recipient must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grant Recipient remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The County, in its sole discretion, may require the replacement of any subgrantee.
3. **Indemnification.** The Grant Recipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Grant Award and/or the Project. The Grant Recipient shall indemnify

and hold harmless the County and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Grant Award and/or the Project.

- a. The Grant Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. The Grant Recipient shall hold the County harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, the Grant Recipient agrees that it is not an employee or agent of the County but is an independent contractor.
 - b. The Grant Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County and agrees to be liable for any damages proximately caused by the acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Grant Recipient to which sovereign immunity applies.
4. **Disclosure of Litigation, or Other Proceeding.** Grant Recipient must notify the County within fourteen (14) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving the Grant Recipient, a subgrantee, or an officer or director of Grant Recipient or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Subrecipient's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grant Recipient is required to possess in order to perform under this Grant.
5. **Default.** If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of funds shall terminate and the County has the option to exercise any of its remedies set forth in section (6) REMEDIES; however, the County may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:
 - a. Any warranty or representation made by the Grant Recipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Grant Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion or is unable or unwilling to meet its obligations under this Agreement.
 - b. Material adverse changes occur in the financial condition of the Grant Recipient at any time during the term of this Agreement, and the Grant Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County.
 - c. Any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information; or,
 - d. The Grant recipient has failed to perform and complete on time any of its obligations under this Agreement.
6. **Remedies.** If an Event of Default occurs, then the County shall, after thirty (30) calendar days written notice to the Grant Recipient and upon the Grant Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Grant Recipient is given at least thirty (30) days prior written notice of the termination.
 - b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.
 - c. Withhold or suspend payment of all or any part of a request for payment.
 - d. Require that the Grant Recipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Grant Recipient to determine the reasons for or the extent of non-compliance or lack of performance.
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
 - iii. Advise the Grant Recipient to suspend, discontinue or refrain from incurring costs for any activities in question.
 - iv. Require the Grant Recipient to reimburse the County for costs incurred for any items determined to be ineligible.
 - f. Exercise any other rights or remedies which may be available under law.
 - g. Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Grant Recipient, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Grant Recipient.
7. **Suspension.** For cause, and upon notice to the Grant Recipient, the County may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the County.
8. **Termination and Cancellation.** The Grant Recipient understands and agrees that the County may at a later time determine that a Grant Recipient is not in compliance with the terms of this Agreement. In such case, the County may terminate the Grant Award. Upon termination, the Grant Recipient must return all Grant Award funds previously disbursed but not utilized. If the Grant Recipient wishes to cancel the Project, the Grant Recipient may submit a written request to the County requesting that the County approve the termination of the Grant Award. If the County grants the request, the Grant Recipient must return all Grant Award funds previously disbursed.
- a. The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Grant Recipient to permit public access to any document, paper, letter, or other material subject to disclosure.
 - b. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Trustee with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
 - d. In the event this Agreement is terminated, the Grant Recipient will not incur new obligations for the terminated portion of the Agreement after the Grant Recipient has received the notification of termination. The Grant Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grant Recipient shall not be relieved of liability to the County because of any breach of Agreement by the Grant Recipient. The County may, to the extent authorized by law, withhold payments to the Grant Recipient for the purpose of set-off until the exact amount of damages due the County from the Grant Recipient is determined.
9. **Conflicts & Ethics.** Grant Recipient will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any County employee or Elected Official by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grant Recipient, any consideration contingent upon the award of the Grant. Grant Recipient must immediately notify County of any violation or potential violation of this Section. This Section applies to Grant Recipient, any parent, affiliate, or subsidiary organization of Grant Recipient, and any subgrantee that performs Grant activities in connection with this Grant.
10. **Non-Discrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grant Recipient and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.
11. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Michigan. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
12. **Truth and Accuracy.** The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Grant Recipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the County and with thirty (30) days written notice to the Grant Recipient, cause the termination of this Agreement and the release of the County from all its obligations to the Grant Recipient.

The following documents are incorporated and made part of this Agreement:

1. Attachment A – Project Scope.
2. Attachment B – Grant Award Budget.

The Parties certify and represent that this Agreement is being executed by their duly authorized representatives, effect on the date of final signature.

CITY OF PORTAGE

KALAMAZOO COUNTY

X

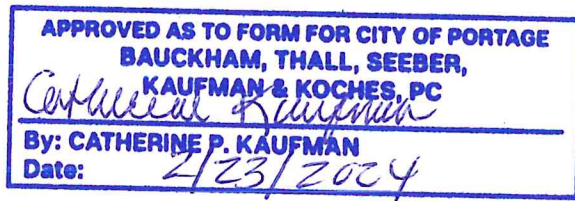
X

By: Patricia M. Randall, Mayor

By: Tami Rey, Board Chair

Date:

Date:



Approved as to form for KALAMAZOO COUNTY
By: Timothy M. Perrone
Cohl, Stoker & Toskey, P.C.
Date: February 12, 2024

ATTACHMENT A – PROJECT SCOPE

Project Title	Portage Road Housing Development
Project Contract Name	Portage Road Housing Development

Details of Project

Project Purpose
To build up to 50 new homes on the corner of Portage Road and Stanley Avenue
Project Goals, Performance Indicators, Objectives and Action Plans
To increase the affordable housing opportunities, build wealth thru home ownership and build community
Deliverables
Number of homes constructed, homes sold and owner-occupied are key measurables. Site plan is being finalized (February 2024), and contracts will be signed to begin building the infrastructure.
Timeline June 2024 – June 2027
Benefits Identification
Build Tax Base, Increase Affordable Housing opportunities in the City of Portage
Diversity, Equity & Inclusion
The city of Portage is a supporter of the Fair Housing Center of SW Michigan and is committed to strict compliance to the Fair Housing Act. Additionally, the City of Portage has adopted a nondiscrimination ordinance that is relevant to this endeavor. To have a broad outreach in the marketing of these opportunities, the city commits to placing this housing opportunity in the “Portager” which is mailed out to 24,000 households monthly. In addition, the housing units “for sale” will be placed on the multiple listing service (MLS).

ATTACHMENT B – GRANT AWARD BUDGET and FINANCING STRUCTURE

The Kalamazoo County Board of Commissioners allocated a three-year \$1,000,000 commitment to the project totaling \$3,000,000 at the BOC meeting on May 16, 2023 subject to an executed grant agreement. Because the land is owned by the City of Portage, the developer cannot take out a loan and pledge the land as collateral. The easiest way to accomplish this affordable housing project is for the County to reimburse the City of Portage for the homes that are in progress and have the developer complete the project in stages.

City of Portage owns a 14 acre parcel of land located at 9617 Portage Road and wishes it to be used for an attainable housing development.

City of Portage will finance Infrastructure using \$1M City of Portage ARPA, \$500k Kalamazoo County ARPA, and bonding/general fund dollars for the rest of the costs which will be reimbursed through Housing-TIF to the city of Portage.

City of Portage has contracted with AVB to provide general contracting services and oversight of the installation of public infrastructure, mass grading of site, construction of homes (based on the approval of site plan and home designs), and landscaping.

AVB will invoice City of Portage for services rendered and costs incurred on a 30 day billing cycle. The City of Portage will submit invoice OR reimbursement request to Kalamazoo County Housing Millage for payment.

At point of sale, City will deed property to Portage Community Land Trust, Buyer will finalize purchase of improvements (house) and sign Ground Lease with Community Land Trust.

Proceeds from sale (construction costs- subsidy provided to income qualified household) will be sent back to Kalamazoo County Housing Millage.

Construction Financing Structure:

City of Portage would like to have access to the money awarded to this project to be used as a revolving grant fund for home construction. It is the goal to deliver one house every month once the project is started.

Kalamazoo County acknowledges that at point-of-sale, proceeds from home sale will be returned to the County, and will be re-used by City of Portage exclusively for this project.

Eventually, enough homes will have required subsidy at point-of-sale that there will be no funds remaining from the \$3M award to City of Portage.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Austin Lake Trail - MDNR Trust Fund Grant Application

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Approve the Resolution of Support for Local Match for the MDNR Trust Fund grant for the Austin Lake Trail and authorize the City Manager to execute all documents related to this action on behalf of the city.

The proposed Austin Lake Trail is a 3-mile, non-motorized paved off-road trail running along the abandoned rail corridor along East Shore Drive on the east side of Austin Lake from Zylman Avenue to the southern city border. The trail would provide a vital connection between the City of Portage and the Vicksburg Trail in Schoolcraft Township, expanding the regional trail network.

A draft plan is in preliminary engineering design, with the final design planned for completion in summer 2024. Pending the approval of Michigan Department of Natural Resources (MDNR) and Michigan Department of Transportation (MDOT) grants in fall 2024, bidding for the project would be released in December 2024 with an anticipated spring 2025 construction start. The trail is planned for completion in spring 2026.

The estimated cost for construction of the Austin Lake Trail is \$3,250,000. The City of Portage has received funding for construction from the Kalamazoo Area Transportation Study for \$1,299,000 for the next fiscal year. The city plans to use these funds as a match for a grant application to the MDOT Transportation Alternatives Program (TAP) for \$1,450,000, and an MDNR Trust Fund grant of \$400,000. The balance of funding for construction is estimated at \$101,000 as the city match, pending approval of both the MDOT and MDNR grants.

The grant applications require that a public input session be held. An input session was held on Wednesday, February 7, 2024, and a summary of the session is attached for reference. Excellent public comment and feedback was received. Notably, the number of individuals expressing support for the trail project exceeded those expressing opposition by a 2:1 margin. A significant amount of feedback did not express an opinion for or against the trail but rather raised comments and suggestions.

To apply for the MDNR Trust Fund grant, a resolution of support for a local match and support for the application submission is required by the City Council. Therefore, it is recommended that City Council approve the Resolution of Support for Local Match for the MDNR Trust Fund grant for the Austin Lake Trail and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: \$101,000 from the FY 2024/2025 CIP

- Attachments:**
1. MDNR Resolution of Support Austin Lake Trail Project
 2. Austin Lake Trail Route Concept Plan
 3. Austin Lake Trail Public Input Meeting Summary 2.15.14



**RESOLUTION OF SUPPORT FOR LOCAL MATCH FOR
MDNR TRUST FUND GRANT FOR THE
AUSTIN LAKE TRAIL PROJECT**

WHEREAS, the City of Portage City Council supports the application to the Michigan Department of Natural Resources (MDNR) Trust Fund grant for construction services for a new non-motorized trail.

WHEREAS, the City of Portage is seeking to construct a three mile, non-motorized trail to run between the southern city limit, connecting with the Vicksburg Trail, and north to the Zylman Avenue trail, providing connection between Schoolcraft Township and the City of Portage trail network.

WHEREAS, as a result of this project, the Austin Lake Trail will provide safe connectivity via a non-motorized trail for the southeast area residents of Portage, making a positive economic development impact to the City of Portage, and provide a complete trail running between the north and south city limits with connectivity to the southern municipalities of Schoolcraft Township and the Village of Vicksburg for non-motorized transportation to schools, shopping, work and home, increasing the quality of life for the region.

WHEREAS, City Manager, Patrick McGinnis, will be authorized to act as agent/representative on behalf of the City of Portage during project development and to sign a project agreement upon receipt of grant funding award.

WHEREAS, the location of the proposed project is within the jurisdiction of The City of Portage, will benefit the community, and the city is committed to owning and operating; and funding and implementing maintenance in perpetuity of the new trail.

WHEREAS, the City is responsible for all engineering, permits, administration, potential cost overruns, and any non-participating items involved in the construction of the trail.

WHEREAS, the Portage City Council is hereby making a financial commitment to the project in the amount of \$101,000 matching funds, in cash.

NOW THEREFORE, BE IT RESOLVED that the Portage City Council hereby authorizes submission of a grant application to the MDNR Trust Fund for \$400,000; with a match from the Kalamazoo Area Transportation Study of \$1,299,000.00, including application to the Michigan Department of Transportation TAP grant for \$1,450,000.00 for a total project amount of \$3,250,000, and further resolves to make available its financial obligation amount of \$101,000.

AYES: NAYES: ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by _____ of _____ at their regular meeting held on _____ 20__, at _____ p.m. in _____, with a quorum present. _____

Dated: _____

APPROVED AS TO FORM

DATE 4/28/2024

CITY ATTORNEY

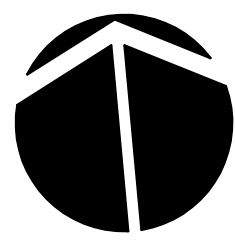


AUSTIN LAKE TRAIL

CITY OF PORTAGE

PRELIMINARY ALIGNMENT

FEBRUARY 6, 2024



AUSTIN LAKE TRAIL

Public Input Meeting Summary
Wednesday, February 7, 2024
Parks & Recreation Building

Postcards Mailed = 223

Social Media Releases = 3 (1/23, 2/6, 2/7)

Press Release=January 23, 2024 (24 Media Outlets)

Public Notices- Kalamazoo Gazette (Tuesday, January 23); Portager (February 2024); City Website

Attendance: Count 69 people, 66 signed in

Responses: 62 (Definite No-6; Definite Yes-18, Not stated but gave ideas = 34; 2-unconfirmed)

Overall, the topics that people brought up centered around ensuring: *(listed as most mentioned to least with number of mentions)*

- Questions if there would be parking lot(s) for non-residents, and not along East Shore which would take from resident parking and would these be secured at night to prohibit parties. (28)
- Many residents were concerned about tree cutting and maintaining the tree borders on each side of the trail, for a natural feel, visual barrier for houses, and sound reduction for traffic from Sprinkle Road. (22)
- Large concern that the trail would be for non-motorized traffic since there is now considerable nuisance from golf carts, dirt bikes, ATVs, and snow mobiles. (19)
- Comments around safety and the need for rangers and public safety if this was to be constructed. (12)
- Comments regarding the installation of a restroom since trail users have been seen using the trees for those purposes. (9)
- Would like to continue to have parking across the road. (8)
- That the trail was maintained including trash pickup and snow plowing in the winter. (7)
- Would there be some type of lighting at road entrances, parking lots, on trail that would not shine into residential housing. (5)
- Some mentioned that they looked forward to the connection of the Village of Vicksburg. (5)
- Statements on where weeds from the lake would be deposited if the land across the road was no longer available. (2)
- Fences or other natural barriers to keep non-motorized traffic off the trail, and people from going into backyards. (2)
- Concern with potential for homeless camps. (1)
- Entrances to trail from roads, allow for bikes and pedestrians only. (1)

SAMPLE COMMENTS:

- “Need parking available if attracting more than local residents---not on East Shore!”
- “Trail needs good buffer work to isolate it from the roads and private properties that border it.”

- *"I like it."*
- *"The concept seems like a good idea, especially sine the plan included connecting to the existing Vicksburg portion of the former railbed."*
- *"Benches and bathroom facilities, with a picnic/parking area might enhance the project, as has been the case with the Milham, Kilgore and Celery Flats areas."*
- *"What property will be allocated for parking? This should not be along East Shore Drive, across from the homes, and causing a safety issue for pedestrians"*
- *"A tree line is needed between the bike path and East Shore for sound and sight abatement."*
- *"Is there going to be a trailhead?"*
- *"Policing on trail and surrounding areas."*
- *"Ability for residents to still park."*
- *"Supportive of Austin Lake Trail, good for walking; keeps walkers off Eash Shore Drive; don't want golf carts using path; be sure to clean brush for clear vision line; concerned about trash and homeless living in trees."*
- *"Will there be a split rail fence between trail and adjacent property?"*
- *"Will you be curving around trees rather than a straight line?"*
- *"Would like the whole trail to be bicycle friendly."*
- *"Currently, there are numerous people using golf carts, motorcycles, etc. on a major part of the proposed trail. Need to have trail patrolled to provide a safe environment."*
- *"The ending point at the round about on Cox's is a bad idea. Just three days ago the control box was destroyed by a vehicle. Also taking the trail access at Cox's is a potentially dangerous situation as a majority of lake traffic uses Cox's for coming and going from homes."*
- *"Will the path be snow cleared/plowing?"*
- *"How will it be kept clear and litter free? The current trail is full of trash."*
- *"No tax increases for the project."*
- *"What is the plan for parking and access points-we don't want any on East Shore-it's too busy and too fast."*
- *"Ensure trail intersections with the road are well lighted during the nighttime use."*
- *"Consideration given to trail illumination in those areas away from residences, some type of solar lighting may be an option."*
- *"Ensure adequate trail marker designations to help determine location on the trail in case of an emergency."*
- *"I support what you are doing."*
- *"Will snowmobiles be allowed in the winter like on the Kal Haven Trail?"*
- *"Why is the trail not following the railroad old tracks to Centre St. or at least to Zylman Ave."*
- *"Will the trail be plowed in the winter, or will it be used for cross country skiing?"*
- *"Very excited to have this bike path being built."*
- *"Trail cams for litterers, motorized vehicles and law breakers."*
- *"Need adequate trash bins."*
- *"Need adequate ranger coverage."*
- *"How will you address restrooms so as to avoid people relieving themselves amongst the trees. Already an issue on Austin Lake at southern portion."*
- *"Concerns that so many of the houses along East Shore near Cox will have any room off the road as the property there is very narrow."*

- *“Would prefer a bike lane be added along East Shore rather than an actual trail.”*
- *“Can the trail be less than 10’ wide? The 4’ on either side of the trail is a concern since all the property will be destroyed.”*
- *“Residents along your proposed trail are very concerned about noise, trash, and general safety.”*
- *“If you are going to have a dedicated bike/walk path, will that impact the use of East Shore Drive for bike traffic?”*
- *“Please save as many trees as possible to have a scenic trail with tree buffers for the lake neighbors.”*
- *“It will be great to get foot traffic off East Shore—it’s very dangerous now and no room to walk safely and dodge cars.”*
- *“Please make it beautiful and natural , safe for those that have handicap like myself to walk and well lighted for safety.”*
- *“24/7 access? Any restrictions on use the area is currently very quiet; no partying.”*
- *“Why route at the roundabout; the E/W on Zylman is like a drag strip through there. I thought the access would go through the middle of the field to Highland. That area to Highland is a lot less traveled/safer.”*
- *“What will happen to grassy area along East Shore?”*
- *“Would love this trail! Make sure this connects to the Vicksburg Trail.”*
- *“Access points for bikes and walkers only.”*
- *“What will the lakefront residents do with all the weeds that float onto our shorelines? Until this point, we have taken it upon ourselves to remove them across the street onto that property.”*
- *“Do not want the trail.”*
- *“What about the natural wildlife?”*
- *“How much are we paying for purchase of property? Are we forcing people to sell?”*
- *“Why are you paving? Use wood chips.”*
- *“The area around us is natural. I am concerned that the paved roadway and increased traffic will lessen or destroy the natural area.”*
- *“How will this impact our future taxes?”*
- *“I’m not in favor of connecting with the Vicksburg Tail. This will only increase traffic around the lake. It’s already dangerous to bike, walk, etc. around the lake. We don’t really need to invite more visitors to utilize the land around Austin Lake. This seems like it will potentially increase the opportunity for more crime around the lake.”*
- *“This would be great!”*
- *“I am writing to offer my enthusiastic personal support of plans to extend the Portage network of multi-use trails...”*
- *“Thank you for your efforts in bringing this trail to fruition. The Austin Lake trail is bound to be a beautiful recreational asset to the Portage area.”*
- *“I love this trail! I walk it often from Zylman to Nash very often.”*
- *“So many positives for the trail. It will make the area more beautiful and safer.”*