

- 6:00 p.m. Call to Order.
- Moment of Silence.
- Pledge of Allegiance.
- Roll Call.
- Proclamations:
1. Red Ribbon Week 2024
 2. Lights On After School Day 2024
 3. Family Court Awareness Month
 4. Rotary International 2024
- A. Petitions and Statements of Citizens (3 mins. per speaker).
- B. Consent Agenda:
1. Approve the City Council Meeting Minutes of the:
 - a. Board & Commission Interviews of October 8, 2024
 - b. Regular Meeting of October 8, 2024
 2. Approve the Accounts Payable Register of October 22, 2024, as presented.
 3. Approve the annual BS&A software renewal in the amount of \$76,197 and authorize the City Manager to execute all documents related to this action.
 4. Approve participation in the Kalamazoo Valley Intergovernmental Ambulance Agreement, award a contract to LIFE EMS for Advanced Life Support (ALS) services, and authorize the City Manager to sign all necessary documents.
 5. Approve a lease agreement with the Kalamazoo County Consolidated Dispatch Authority for the use of space located within the city-owned building located at 9246 Portage Industrial Drive and authorize the City Manager to execute all related documents on behalf of the city.
 6. Set a special meeting on Thursday, November 21, 2024, at 9:00 a.m. at Fire Station No. 1 (7830 Shaver Road) to conduct the annual City Council Goal Setting Session (Retreat).
 7. Receive the Annual 2024 Tax Abatement and Job Summary Reports - Information Only.
 8. Minutes of Boards & Commissions:
 - a. Human Services Board of September 5, 2024
 - b. Historic District Commission of September 4, 2024
 9. Materials Transmitted.
 10. Calendar of Meetings:
 - Historic District Commission: Wednesday, November 6 at 8:30 a.m. in Conference Room 1.
 - Park Board: Wednesday, November 6 at 6:30 p.m. at Portage P&R Building (320 Library Lane).
- C. Communications:
1. Annual update by the Planning Commission.
- D. Public Hearings:

1. Subsequent to the public hearing, consider approving the Rezoning and Tentative Plan Application #24/25-2 from R-1B One Family Residential District to Planned Development (PD) and the Preliminary Condominium Plan for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road.
2. Subsequent to the public hearing, consider adopting Zoning Ordinance Amendment #24/25-1: Ordinance to amend various miscellaneous Zoning Code technical standards.

E. Regular Business Agenda:

F. Unfinished Business:

G. Council Committee Reports:

H. New Business:

I. Statements of City Council and City Manager.

Adjournment.

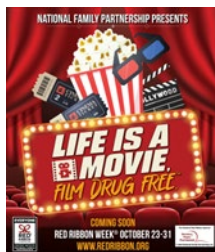


CITY OF PORTAGE PROCLAMATION

2024 Red Ribbon Week

"Life is A Movie, Film Drug Free."

- WHEREAS,** alcohol and other drug abuse in this nation has reached epidemic stages; and
- WHEREAS,** it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and
- WHEREAS,** the National Family Partnership, together with Portage Public Schools are sponsoring the National Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and
- WHEREAS,** the National Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week", October 23-31; and
- WHEREAS,** businesses, government, parents, law enforcement, media, medical and religious institutions, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this weeklong campaign; and
- WHEREAS,** the City of Portage further commits its resources to ensure the success of the Red Ribbon Campaign;
- NOW, THEREFORE, BE IT RESOLVED THAT** I, Patricia M. Randall, Mayor of the City of Portage, Michigan, do hereby proclaim the week of October 23rd through 31st, 2024, as Red Ribbon Week, and encourage Portage citizens to participate in drug prevention education activities, showing our commitment to a drug-free community.
- BE IT FURTHER RESOLVED** that the City Council of the City of Portage encourages all citizens to echo the theme of the 2024 campaign: "Life is A Movie, Film Drug Free."



Signed this 22nd day of October 2024.

Patricia M. Randall, Mayor



CITY OF PORTAGE PROCLAMATION

Lights On After School

WHEREAS, the citizens of Portage stand firmly committed to quality after school programs and opportunities because they provide nurturing, high quality, and engaging learning materials that help youth develop skills needed to thrive in life; support families by ensuring youth are engaged in supportive learning environments after the regular school day ends; and build stronger communities by involving youth, parents, and business leaders in the lives of young people ensuring all youth thrive; and

WHEREAS, Kalamazoo Youth Development Network has provided significant leadership in improving outcomes for youth, grounded in the principle that quality after school programs are key to helping our youth thrive; and

WHEREAS, *Lights On Afterschool*, the national celebration of afterschool programs held this year on October 24th, promotes the importance of quality afterschool programs in the lives of youth, family, and communities; and

WHEREAS, many after school programs in our community are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights; and

WHEREAS, Portage is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help ensure all youth thrive.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, Mayor of the City of Portage, hereby proclaim October 24th as *Lights On After School Day*; and

BE IT FURTHER RESOLVED THAT the Portage City Council endorses Lights On Afterschool and commits our community to engage in innovative afterschool programs and activities to ensure the lights stay on for all youth after school.

Signed this 22nd day of October, 2024.

Patricia M. Randall, Mayor



CITY OF PORTAGE PROCLAMATION

Family Court Awareness Month

- WHEREAS,** the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children; and
- WHEREAS,** Family Court Awareness Month (FCAM) also aims to improve recognition among court professionals and the public that family court decisions have profound and lasting impacts on the lives of children and families, making it essential that these decisions are informed by the latest research and best practices in child safety; and
- WHEREAS,** the mission of Family Court Awareness Month (FCAM) is to promote judicial education and awareness about the necessity of using scientifically validated, evidence-based treatment programs proven to be safe and effective, including training on domestic violence, child abuse (emotional, psychological, physical, and sexual), childhood trauma, coercive control, and post-separation abuse for judges and all professionals involved in family court cases; and
- WHEREAS,** the mission at the FCAM is fueled by the desire to create change in the family court system for the estimated 58,000 children a year ordered into unsupervised contact with abusive parents while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent; and
- WHEREAS,** with many families in our community enduring the silent struggle of navigating a court system that does not always prioritize child safety, organizations such as One Mom's Battle, the California Protective Parents Association, The National Family Violence Law Center, and Protective Parents Michigan are committed to raising awareness; and
- WHEREAS,** Family Court Awareness Month aims to encourage collaboration among legislators, advocates, professionals, and the community to improve family court practices, ensuring they are guided by evidence-based research and prioritize the safety and best interests of children.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, do hereby declare the month of November to be Family Court Awareness Month in the City of Portage and encourage all residents to support our communities' efforts to prevent the harm to children in the hands of family members and honor the value and lives of children.

Signed this 22nd day of October, 2024.



CITY OF PORTAGE PROCLAMATION

Rotary International Proclamation

- WHEREAS,** Rotary is a global network of neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and
- WHEREAS,** the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and
- WHEREAS,** Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and
- WHEREAS,** polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease, with the polio remaining endemic in just two countries, Afghanistan and Pakistan; and
- WHEREAS,** to date, Rotary has contributed more than \$2.7 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and
- WHEREAS,** Rotary is working to raise an additional \$50 million per year, which will be leveraged for maximum impact by an additional \$100 million annually from the Gates Foundation; and
- WHEREAS,** these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and
- WHEREAS,** the processes Rotary helped bring to fight polio have also been used to protect communities from COVID-19 and other diseases. This illustrates the 'Plus' in PolioPlus; and
- WHEREAS,** in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and
- WHEREAS,** there are over 1.4 million Rotary members in 46,000 clubs throughout the world who sponsor service projects to address critical issues such as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad.
- NOW, THEREFORE, BE IT RESOLVED THAT** I, Patricia M. Randall, and the City Council of the City of Portage, Michigan do hereby declare October 24, 2024, as World Polio Day in the City of Portage and do further direct that the lights on the Zhang Portage Senior Center be lit up "PURPLE FOR POLIO" from sunset on October 23 through dawn on October 25, 2024 to recognize this important designation.

Signed this 22nd day of October 2024.

Patricia M. Randall, Mayor

INTERVIEWS OF BOARDS & COMMISSIONS MEETING MINUTES FROM OCTOBER 8, 2024

Mayor Patricia Randall called the Special Meeting to order at 04:31 PM in Conference Room #1 at Portage City Hall.

ROLL CALL: Councilmembers Chris Burns, Victor Ledbetter, Nicole Miller, Terry Urban, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall were present. Councilmember Young arrived at 4:42 p.m.

ABSENT: None.

ALSO PRESENT: City Manager Pat McGinnis, Records & City Council Coordinator Aaron Thiel, and City Clerk Erica Eklov.

ENVIRONMENTAL BOARD: From 4:31 p.m. to 4:44 p.m. the Council interviewed returning member Martin Atherton and applicant Clair Pelak. The Mayor had Clerk Eklov review the meeting time and board oversight. Mayor Randall asked Mr. Atherton whether he would be interested in continuing to serve. He stated he would, while also expressing interest in the Senior Citizens Advisory Board. Councilmember Urban noted how interest in serving on a city board could expand to other platforms. Councilmember Burns asked the Clerk about Senior Citizens Advisory Board applicant Dan Gabriel. Mayor Pro Tem Pearson and Councilmember Burns asked Ms. Pelak about her interests. Mayor Randall asked Mr. Atherton if there was anything the Council could do to support the Environmental Board.

HUMAN SERVICES BOARD: From 4:44 p.m. to 4:58 p.m. the Council interviewed Nicole Najar. At the request of Mayor Randall, Councilmember Young highlighted the Board's meeting times and areas of oversight as a former Human Services Board member. Mayor Pro Tem Pearson asked Ms. Najar where from the Los Angeles area she had worked, noting his former residence in the location, and her area of focus while there.

Mayor Randall inquired about housing support avenues with the City of Portage. Councilmember Young responded, highlighting Community Development Block Grant funding and Councilmember Burns noted the non-profits that focus on housing that are supported with Human Services Board/city grant funding. Councilmember Burns and Mayor Pro Tem Pearson discussed potential non-profit organizations with Ms. Najar. Mayor Randall reviewed the slate of applicants and appointees.

LOCAL OFFICERS COMPENSATION COMMISSION: Beginning at 4:58 p.m., it was determined that returning member Michael Quinn was not present; however, Mayor Randall relayed Mr. Quinn's current busy family life and reached out to him by phone to confirm his interest. There was additional discussion and requests for clarification regarding the current Commission membership, attendance records, and length of service. Mayor Pro Tem Pearson encouraged seeking potential applicants with a background in public service. City Manager McGinnis noted current city practice. Discussion followed regarding future potential applicants.

PARK BOARD: From 5:15 p.m. to 5:28 p.m. the Council interviewed returning members Timothy Young, Dawn Smith, and Jennifer Gomes. Mayor Randall encouraged the members to recruit as able, noting the remaining vacancy. Mr. Young asked the members of Council that they continue to listen, understanding the thoughts presented have come from lengthy discussions. Ms. Gomes encouraged the Council to attend Parks' events.

Councilmember Young asked the members to explain their interests outside the Parks Board, starting with Ms. Smith. Ms. Smith stated she would likely serve on other boards, notably the Human Services Board with her experience as a nurse and continue to volunteer as part of the community.

Ms. Gomes relayed interest in environmental aspects have her looking towards the Environmental Board and that she works elections in Kalamazoo. Mr. Young also expressed an interest in the Environmental Board.

Mayor Randall asked how the board handles negative feedback on city parks, notably Lakeview Park with the boardwalk construction along the channel. Ms. Gomes stated they've had good opportunities for community feedback with on-site park picnics, as well as Austin Lake Trail expansion public meetings. She stated that listening has proven helpful, stressing how passionate the board members, as well as Councilmembers are about the city. Ms. Smith said she's had at least one concerned citizen who was found to have received bad information that she was able to correct. Ms. Gomes noted that the public attends on occasion but noted pickleball and disc golf requests continue to be received.

SENIOR CITIZENS ADVISORY BOARD: From 5:28 p.m. to 5:39 p.m. the Council interviewed returning member Shirley Wahmhoff. Mayor Randall asked Ms. Wahmhoff to relay the current needs of the Board. Ms. Wahmhoff noted her efforts as a new member to find how best to contribute as a volunteer. Councilmember Urban expressed concern to staff regarding the roster presented. Clerk Eklov stated staff would review and improve for subsequent interview packets.

BOARD AND COMMISSIONS APPOINTMENTS DISCUSSION: Subsequent to the interviews, Clerk Eklov reviewed the appointments and re-appointments to the various boards. Following contact with the Mayor, it was determined that Michael Quinn should be reappointed to the Local Officers Compensation Commission. Councilmember Ledbetter supported the reappointment of John Lobo to the Senior Citizens Advisory Board based on his attendance record, which was followed by discussion regarding the appointment of applicant Dan Gabriel based upon his current volunteer service at the Senior Center, as well as the Director's recommendation.

STATEMENTS OF CITIZENS: None.

ADJOURNMENT: Mayor Randall adjourned the meeting at 05:44 PM.

Erica L. Eklov, City Clerk

CITY COUNCIL MEETING MINUTES FROM OCTOBER 8, 2024

CALL TO ORDER: Mayor Patricia Randall called the Regular Meeting to order at 06:01 PM in the Council Chambers at Portage City Hall.

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

ABSENT: None.

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

At the request of Mayor Randall, the audience observed a moment of silence to celebrate the many faiths of the community, including the Cross Community Church of the Nazarene. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS:

Honoring Alexia Faison of 12th Street Elementary, winner of the "First-Time Voter" Sticker

Contest: YAC Chair and Vice Chair, Aanya Goel and Ell Johnson presented a certificate and gift to Alexia and her mother, honoring the winning sticker entry.

100th Anniversary Celebration for Cross Community Church of the Nazarene: Pastor, Rev. Jeff McVay from Cross Community Church read the proclamation, alongside representatives of the church.

Cybersecurity Awareness Month 2024: Rick Wielopolski, President of Cyber Solutions Technologies, read the proclamation.

PETITIONS AND STATEMENTS OF CITIZENS:

1. Alan Loveridge (23965 88th Avenue, Marcellus) read prepared comments regarding hybrid car improvement suggestions.
2. Mariko Willis (8257 Slate Creek Pass, Kalamazoo) noted her campaign for the new 9th Circuit Court judgeship in the November 5, 2024 election.

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 Urban, seconded by Miller, to approve the Consent Agenda as presented. Upon a roll call vote, motion carried 7 to 0.

Approval of Minutes: Motion by Urban, seconded by Miller, to approve the City Council Meeting Minutes of the Regular Meeting of September 24, 2024. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Urban, seconded by Miller, to approve the Accounts Payable Register of October 8, 2024, as presented. Upon a roll call vote, motion carried 7 to 0.

Planning and Zoning Services to Overhaul the City Code of Ordinances - Bid Tabulation: Motion by Urban, seconded by Miller, to award a contract to perform planning and zoning services to overhaul the city code of ordinances to Kendig Keast Collaborative in the not-to-exceed amount of

\$208,687, and authorize the City Manager to execute all documents related to the contract on behalf of the City. Upon a roll call vote, motion carried 7 to 0.

Fire Station 1 & 3 Apparatus Bay Floor Resurfacing: Motion by Urban, seconded by Miller, to award a contract to Progressive Building Services in the amount of \$118,050 for apparatus bay floor resurfacing at Fire Stations No. 1 and No. 3, and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

PD Tentative Plan Amendment and Preliminary Condominium Plan for McConley Cove Planned Development at 1075 Bacon Avenue: Motion by Urban, seconded by Miller, to receive the PD Tentative Plan Amendment and Preliminary Condominium Plan for McConley Cove Planned Development at 1075 Bacon Avenue, and set a public hearing for November 6, 2024. Upon a roll call vote, motion carried 7 to 0.

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

Minutes of Boards & Commissions: Motion by Urban, seconded by Miller, to receive the minutes of the Planning Commission of September 5, 2024; and the Environmental Board of August 14, 2024. Upon a roll call vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

Appointments to Boards & Commissions: At the request of the Mayor, Clerk Eklov reviewed the various appointments to the boards and commissions: Appoint Clare Pelak, and reappoint Martin Atherton, both for terms ending October 1, 2027, to the Environmental Board. Appoint Nicole Najar, as well as reappoint Julie Pryor, and Pamela Kanouse to terms ending October 1, 2027, to the Human Services Board. Reappoint Michael Quinn to a term ending October 1, 2031, to the Local Officers Compensation Commission. Reappoint Jennifer Gomes, Dawn Smith, and Timothy Young to terms ending October 1, 2027, to the Park Board. Appoint Daniel Gabriel to a term ending October 1, 2025, and reappoint Tonya Weindt, John Lobo, and Shirley Wahmhoff to terms ending October 1, 2027, to the Senior Citizens Advisory Board.

Motion by Burns, seconded by Young, to appoint individuals to the Environmental Board, the Human Services Board, the Local Officers Compensation Commission, the Park Board, and the Senior Citizens Advisory Board. Upon a roll call vote, motion carried 7 to 0.

UNFINISHED BUSINESS:

Austin Lake Trail Easements Vacation: At the request of the Mayor, the City Manager provided a brief history of negotiating property transfers, such as easements, for economic development and public purposes. He highlighted that transactions between the city and the private property owner would be nearly even in costs. City Manager McGinnis stated that the staff recommended the property transfers, thanking the Parks, Community Development, and City Attorney departments for refining the proposal.

Motion by Burns, seconded by Young, to accept the resolutions to transfer title of three out lots, vacate Austin Lake Trail unused permanent easements, and acquire trail and right-of-way deeds. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: None.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Young highlighted the annual Tree Lighting Ceremony, including awarding the "I Love Portage" essay, and encouraged local youth to enter the competition. She then spoke regarding the Tricked Out Halloween House contest for the month of October. Councilmember Young closed with comments on the football game between Portage Northern and Portage Central High Schools.

Councilmember Burns thanked the Cross Community Church of the Nazarene, noting their provision of daycare service. He relayed common concerns about affordable daycare and expressed appreciation to the church for offering reliable service in the community.

Councilmember Urban had no comment.

Councilmember Ledbetter highlighted October as Breast Cancer Awareness Month, as well as Domestic Violence Awareness Month, expressing support for the survivors of both issues. He then acknowledged people affected by Hurricanes Helene and Milton, and encouraged various support methods.

Councilmember Miller noted the new Facade Improvement Program public meeting scheduled for October 16 at Lake Center Elementary. She then thanked First National Bank for sponsoring the Portage Northern and Central High School flags along South Westnedge Avenue. Councilmember Miller then relayed the opening of the Holiday Card and Tree programs submissions for Celery Flats.

City Manager McGinnis highlighted the upcoming Portage Northern and Portage Central High School football game, handing out the celebratory flags for display. He closed with a reminder about the Quarterly Brush Collection Program.

Mayor Pro Tem Pearson had no comments to add to the others.

Mayor Randall began by thanking the Portage Public Safety officers for their support in facilitating the recent Portage Cross Country Invitational. She then noted the Purse and Jewelry Sale at the Zhang Portage Senior Center last weekend, with numerous volunteers and earnings amounting to \$13,000 for the Friends of the Portage Senior Center.

ADJOURNMENT: Mayor Randall adjourned the meeting at 6:41 PM.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of October 22, 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, electronic payments and credit card payments. The attached Accounts Payable Register covers the period September 29, 2024, through October 12, 2024, and notes \$953,305.57 in automated clearing house payments, \$1,686,568.42 in paper checks, \$203,248.79 in auto-pay payments, \$2,084,848.64 in electronic payments, and \$16,649.99 in credit card payments (September), for a grand total of \$4,944,621.44.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of October 22, 2024

ACCOUNTS PAYABLE REGISTER
Check Dates From: 9/29/2024 to 10/12/2024

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Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
10/04/2024	22539(A)	JOHNSON, ANITA	PER DIEM-MIDWEST COMM LAND TRUST CONF	36.00
10/04/2024	22540(A)	KURZAVA, MATTHEW STEPHEN	PZSC FITNESS INSTRUCTOR	1,110.00
10/04/2024	22541(A)	MCGINNIS, PATRICK	PER DIEM - MML ANNUAL CONVENTION	718.95
10/04/2024	22542(A)	MCGUIRE, INGRID	PER DIEM/EXPS-MMTA FALL CONFERENCE	687.80
10/04/2024	22543(A)	TAYLOR, GRANT	PER DIEM/EXPS-MMTA FALL CONFERENCE	1,201.56
10/04/2024	22544(A)	VANDERWIJERE, JEFFREY P.	PER DIEM-POWERDMS CONFERENCE	128.50
10/04/2024	22545(A)	WOLFE, MATTHEW	REIMB EXPS/FBI NAA MI CHAPTER FALL CONF	946.62
10/11/2024	22546(A)	13 COOKIES LLC	REIMBURSEMENT FOR SNAP	50.00
10/11/2024	22547(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES-MULT LOCS	67,379.96
10/11/2024	22548(A)	AKERS WOOD PRODUCTS	TORNADO - STUMP REMOVAL/DISPOSAL	3,600.00
10/11/2024	22549(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	7,980.75
10/11/2024	22550(A)	AMAZON.COM SALES, INC.	VENDING MACH SUP-HR;FALL FEST SUP-PR;PROG SUP-PZSC	2,768.54
10/11/2024	22551(A)	VOID		0.00
10/11/2024	22552(A)	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES	263.45
10/11/2024	22553(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	400.00
10/11/2024	22554(A)	ARMOLD, NICHOLAS	PER DIEM-IACP CONFERENCE	355.50
10/11/2024	22555(A)	BAKER, STACEY	PER DIEM/EXPS-WOMEN'S HLTH IN WK PLACE CONF	629.35
10/11/2024	22556(A)	BARNUM, MITCHELL	PER DIEM-PRO-BOARD VEH & MACHINE RESCUE TR	288.00
10/11/2024	22557(A)	BARRETT, KIMBERLY	PZSC ART INSTRUCTOR	500.00
10/11/2024	22558(A)	BARRON, DIANE E	PZSC TAP DANCE INSTRUCTOR	240.00
10/11/2024	22559(A)	BATTERIES PLUS	MISC BATTERIES	154.00
10/11/2024	22560(A)	BAUCKHAM, THALL, SEEGER, KAUFMAN	ATTORNEY FEES-OCT 2024, FILING PETITION FEE	20,030.61
10/11/2024	22561(A)	BCHS-HELPNET	EAP SERVICES	1,733.52
10/11/2024	22562(A)	BENNETT, THOMAS L	REIMBURSEMENT FOR SNAP	78.00
10/11/2024	22563(A)	BENNETT, ZACHARY J	REIMB EXPS-BLOODSTAIN PATTERN ANALYSIS TR	88.39
10/11/2024	22564(A)	C D W GOVERNMENT, INC.	PANASONIC UDE SUBSCRIPTION, MONITOR	1,493.34
10/11/2024	22565(A)	CARLETON EQUIPMENT CO.	RENTAL EQUIP FOR LEXINGTON GR PK	1,388.01
10/11/2024	22566(A)	CHARTER COMMUNICATIONS	CABLE TV	373.99
10/11/2024	22567(A)	CIVICPLUS	SEECCLICKFIX CITIZEN REPORTING SOFTWARE	14,855.75
10/11/2024	22568(A)	CLARKE, CHERYL	REIMBURSEMENT FOR SNAP	23.00
10/11/2024	22569(A)	COMPASS MINERALS AMERICA INC	EARLY SALT DELIVERY	49,066.08
10/11/2024	22570(A)	COX, ELISA ROSE	PZSC FITNESS INSTRUCTOR	375.00
10/11/2024	22571(A)	CROWN TROPHY	CORNHOLE LEAGUE TROPHIES	20.00
10/11/2024	22572(A)	D. WOOD PLUMBING LLC	BACKFLOW TESTING & REPAIRS	10,375.70
10/11/2024	22573(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	549.67

ACCOUNTS PAYABLE REGISTER
Check Dates From: 9/29/2024 to 10/12/2024

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Check Date	Check	Vendor Name	Description	Amount
10/11/2024	22574(A)	DOPP, LYNLEY	PER DIEM-MI ASSOC HOSTAGE NEGOTIATORS CONF	128.00
10/11/2024	22575(A)	DOSTER, KYLE	PER DIEM-CRIME PREVENTION ASSOC OF MI CONF	125.00
10/11/2024	22576(A)	DUNN, DEREK	PER DIEM-MFIS FALL CONFERENCE	171.75
10/11/2024	22577(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARR	1,320.00
10/11/2024	22578(A)	ENG., INC.	ENGINEERING SERVICES-RAMONA PK	4,478.80
10/11/2024	22579(A)	ENTENMANN-ROVIN CO.	FIRE UNIFORMS	750.00
10/11/2024	22580(A)	ENVIRONMENTAL SYSTEMS RESEARCH	ARGIS ANNUAL SUBSCRIPTION/ONLINE HUB	16,815.00
10/11/2024	22581(A)	ETNA SUPPLY, INC.	FIRE STATION DRAIN PROJECT	321.48
10/11/2024	22582(A)	EVERETT, CHIP	PER DIEM-MFIS FALL CONFERENCE	171.75
10/11/2024	22583(A)	F D LAKE COMPANY	ANNUAL CHAIN INSPECTION	1,207.95
10/11/2024	22584(A)	FACE, GEORGE	PER DIEM/EXPS-PRO-BOARD VEH & MACH, NFA LDR	1,771.18
10/11/2024	22585(A)	FARO TECHNOLOGIES, INC.	MAINTENANCE RENEWAL- ZONE & SCENE	5,060.00
10/11/2024	22586(A)	FELDT, ERIC	REIMB EXPS-APAMI CONF	78.00
10/11/2024	22587(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,587.74
10/11/2024	22588(A)	FISHER, LACEY	PER DIEM-BLOODSTAIN PATTERN, CRIME PREV CONF	384.50
10/11/2024	22589(A)	FULL CIRCLE FARM	REIMBURSEMENT FOR SNAP	54.00
10/11/2024	22590(A)	GLOBAL EQUIPMENT CO., INC.	LOCKERS FOR CLEANING SUPPLIES	706.70
10/11/2024	22591(A)	GRAINGER INC	WALL-MOUNT FOR RESTROOM	159.80
10/11/2024	22592(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	720.00
10/11/2024	22593(A)	HAMBRIGHT, BRANDON	PER DIEM-CRIME PREVENTION ASSOC CONF	125.00
10/11/2024	22594(A)	HI-TECH ELECTRIC CO.	SWP SOFTBALL FIELDS LIGHT BULB REPLACE	5,313.62
10/11/2024	22595(A)	HI-TECH ELECTRIC CO.	EMER KAL CO-UPDATE STORM DAMAGED ELECTRICAL	3,897.00
10/11/2024	22596(A)	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - MASTER PLAN	7,010.00
10/11/2024	22597(A)	HURLEY & STEWART, LLC	ENG SERVICES-STORM DRAINAGE IMPROVE PROJ	32,090.84
10/11/2024	22598(A)	INCREDIBLE KETTLE	REIMBURSEMENT FOR SNAP	30.00
10/11/2024	22599(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL SUPPLIES	4,291.49
10/11/2024	22600(A)	INTEGRAL PARTNERS LLC	ENGINEERING SERVICES-HAMPTON CREEK BOG	1,987.89
10/11/2024	22601(A)	IP CONSULTING, INC.	COUNTY FIREWALL REPLACEMENT	2,250.00
10/11/2024	22602(A)	IRISH AYRES ENTERPRISES, LLC	MOWING & TRIMMING SERVICES	8,165.88
10/11/2024	22603(A)	J & H OIL COMPANY	FUEL PURCHASES	145.79
10/11/2024	22604(A)	JOHNSON, ALEXIS	REIMB EXPS-APAMI CONF	64.00
10/11/2024	22605(A)	KAL COUNTY FIRE CHIEFS ASSOC.	DRIVER/OPERATOR ACADEMY REGISTRATION	200.00
10/11/2024	22606(A)	KEHOE, EDWARD J	PZSC FITNESS INSTRUCTOR TAI CHI, QIGONG	410.00
10/11/2024	22607(A)	KREITNER, JAMES	REIMBURSEMENT FOR SNAP	59.00
10/11/2024	22608(A)	KUHN, RACHEL	REIMB EXP-DRIVER OPERATOR ACADEMY BOOK	63.71
10/11/2024	22609(A)	KURZAVA, MATTHEW STEPHEN	PZSC FITNESS INSTRUCTOR PARKINSONS	740.00

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10/11/2024	22610(A)	KUSHNER & COMPANY, INC.	COBRA AND FSA ADMINISTRATION	263.28
10/11/2024	22611(A)	LARSON, NATHAN	REIMB FUEL EXPS-PRISONER TRANSPORT	65.21
10/11/2024	22612(A)	LAWSON PRODUCTS, INC	REPAIR & MAINT SUPPLIES	1,154.11
10/11/2024	22613(A)	LOWE'S HOME CENTER	REPAIR & MAINT SUPPLIES	73.36
10/11/2024	22614(A)	LUNGHAMER FORD OF OWOSSO, LLC	NEW POLICE VEHICLES	179,480.00
10/11/2024	22615(A)	MACKINDER, DEVIN	REIMB EXPS-MI-GMIS CONF	302.84
10/11/2024	22616(A)	MACQUEEN EQUIPMENT LLC	TUBE BROOMS FOR SWEEPER	1,109.42
10/11/2024	22617(A)	MAPLE HILL SPRINKLING, INC.	IRRIGATION SERVICES-MULT LOCS	3,265.00
10/11/2024	22618(A)	MARTIN, MATTHEW	PER DIEM-CRIME PREVENTION ASSOC OF MI CONF	125.00
10/11/2024	22619(A)	MATTAWAN MUSHROOM CO	REIMBURSEMENT FOR SNAP AND DUFB	224.00
10/11/2024	22620(A)	MCLAUGHLIN, GARRETT	PZSC FITNESS INSTRUCTOR AGILE PICKLEBALL	240.00
10/11/2024	22621(A)	MCMILLAN, BRANDON	PER DIEM-MSP FIRE INVESTIGATION I SCHOOL	544.00
10/11/2024	22622(A)	MEEKHOF TIRE SALES & SERVICE INC.	NEW TIRE	169.48
10/11/2024	22623(A)	METRONET HOLDINGS LLC	INTERNET FIBER, CABLE ACCESS & PHONE SVCS	4,497.20
10/11/2024	22624(A)	MEYERS, REBECCA	REIMB FOR WIRELESS KEYBOARD	81.61
10/11/2024	22625(A)	MICHIGAN OFFICE ENVIRONMENTS	OFFICE FURNITURE	1,068.28
10/11/2024	22626(A)	MOTOR PARTS AND EQUIPMENT CORP	EQUIP REPAIR & MAINT SUPPLIES	2,458.92
10/11/2024	22627(A)	VOID		0.00
10/11/2024	22628(A)	NATIONAL TELEPHONE MESSAGE CORP	MISC SUPPLIES FOR CERT	458.59
10/11/2024	22629(A)	NORMAN CAMERA CO.	LAB CAMERA & ACCESSORIES	3,219.55
10/11/2024	22630(A)	NYE UNIFORMS	MISC UNIFORMS	59.50
10/11/2024	22631(A)	O'BOYLE-COLWELL-BLALOCK & AS.	LAKEVIEW PARK PHASE 1 & II A&E SERVICES	4,727.50
10/11/2024	22632(A)	O'REILLY AUTO PARTS	MISC AUTO SUPPLIES	23.99
10/11/2024	22633(A)	OFF THE CUFF CATERING	PZSC CATERING FOR FALL LUNCHEON	1,795.00
10/11/2024	22634(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES	63.44
10/11/2024	22635(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	9,056.06
10/11/2024	22636(A)	PARIS CLEANERS	LAUNDRY/DRY CLEANING SVCS	417.40
10/11/2024	22637(A)	PETERS CONSTRUCTION CO.	STORM SEWER REPAIRS	3,989.75
10/11/2024	22638(A)	PHILLIPS, KIMBERLY	PZSC STAFF REIMBURSEMENT	312.20
10/11/2024	22639(A)	PLASKO, PATRICIA MARIE	PZSC FITNESS INSTRUCTOR BE MOVED, YOGA	480.00
10/11/2024	22640(A)	POWERDMS, INC.	ANNUAL SUBSCRIPTION RENEWAL	650.00
10/11/2024	22641(A)	PRECISION PRINTER SERVICES INC	PRINTER SUPPORT SERVICES	324.00
10/11/2024	22642(A)	PRINTING SERVICES INC	PRINTING SERVICES	581.25
10/11/2024	22643(A)	QUADIENT LEASING USA, INC	LEASE PAYMENT	732.30
10/11/2024	22644(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES FOR CITY FACILITIES	1,809.03
10/11/2024	22645(A)	RIETH-RILEY CONSTRUCTION CO., INC	COOLEY DRIVE RECONSTRUCTION	297,448.67

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10/11/2024	22646(A)	ROE-COMM, INC.	MISC RADIO SERVICES	785.00
10/11/2024	22647(A)	ROSE, SANDRA K.	PZSC FITNESS INSTRUCTOR CARDIO DRUMMING	400.00
10/11/2024	22648(A)	SARKOZY BAKERY LLC	REIMBURSEMENT FOR SNAP	70.00
10/11/2024	22649(A)	SNELL, DEBRA	PZSC FITNESS INSTRUCTOR BODY REBOUND	420.00
10/11/2024	22650(A)	SPC SPECIALTY PRODUCTS, LLC	BUCKET PATCH MATERIAL	3,916.00
10/11/2024	22651(A)	STOUT, MELISSA JOY	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARR	400.00
10/11/2024	22652(A)	TANNER, STEVE	PER DIEM-MFIS FALL CONFERENCE	171.75
10/11/2024	22653(A)	THREE BROTHERS CONSTRUCTION LLC	CDBG-REPLACE ROOF	11,550.00
10/11/2024	22654(A)	TMK WORLDWIDE, LLC	METER SERVICE	398.41
10/11/2024	22655(A)	TOMSIC, MATTHEW	PER DIEM-K-9 CARE & RESCUE TR	87.50
10/11/2024	22656(A)	UNITED PETROLEUM	PUMP MOTOR REPAIR	2,008.62
10/11/2024	22657(A)	VANDERVEEN, LAUREN	REIMB EXPS-MGFOA FALL TRAINING INSTITUTE	321.50
10/11/2024	22658(A)	VANDERWIJERE, JEFFREY P.	REIMB EXPS-POWERDMS CONFERENCE	1,867.96
10/11/2024	22659(A)	VEOLIA WATER CONTRACT OPERATIONS	WATER SYSTEM CHEM, METERS, LIFT ST HATCHES	26,576.40
10/11/2024	22660(A)	WAYNE COUNTY APPRAISAL LLC	ASSESSING SERVICES	40,923.16
10/11/2024	22661(A)	WEST MICHIGAN INT'L LLC	REPAIR & MAINT SUPPLIES	1,006.67
10/11/2024	22662(A)	WEST MICHIGAN STAMP & SEAL, INC	STAMP	24.00
10/11/2024	22663(A)	WIGHTMAN	ENGINEERING SVCS-MULT LOCS	48,318.75
10/11/2024	22664(A)	ZHAO, BIQI	REIMB EXPS-APAMI CONF	44.00
Total ACH				953,305.57

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10/01/2024	328741	EBY, DIANE	2024 SUMMER TAX REFUND DUE PRE CHANGE	1,304.27
10/04/2024	328742	ACTIVE INTERNET TECHNOLOGIES LLC	ANNUAL PORTAGE ALERT SERVICE	14,000.00
10/04/2024	328743	EMERY FOODS LLC	REIMBURSEMENT FOR SNAP	185.00
10/04/2024	328744	HOOPES, TOM	SEPT CULINARY ACADEMY REFUND	20.00
10/04/2024	328745	JACKSON, KARON	RAMONA PICKLEBALL DEPOSIT REFUND	100.00
10/04/2024	328746	KALAMAZOO COUNTY TREASURER	PRE CHANGES FOR PRIOR YEAR 2023	25.50
10/04/2024	328747	KALAMAZOO COUNTY TREASURER'S ASSN	MEMBERSHIP DUES	50.00
10/04/2024	328748	MILLER, NICOLE	PER DIEM/EXPS-MML ANNUAL CONVENTION	746.25
10/04/2024	328749	MML UNEMPLOYMENT FUND	3RD QTR UNEMPLOYMENT CONTRIBUTION	794.92
10/04/2024	328750	ROLFE, DAWN	GRAIN ELEVATOR DEPOSIT REFUND	150.00
10/04/2024	328751	T-MOBILE USA INC	MISC CELL PHONE CHARGES	3,286.44
10/04/2024	328752	URNESS, BRENDA	2024 SUMMER TAX REFUND DUE PRE CHANGE	729.70
10/04/2024	328753	YOUNG, JIHAN AIN	PER DIEM/EXPS-MML ANNUAL CONVENTION	581.64
10/11/2024	328754	7900 MOORSBRIDGE LLC	TEMPORARY PUMPING EASEMENT	2,760.00

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10/11/2024	328755	ADAMS, PEGGY	PZSC TRIP DEPARTMENT REFUND 24.12.04	155.00
10/11/2024	328756	ADP SCREENING & SELECTION SERVICES	BACKGROUND SERVICES	71.98
10/11/2024	328757	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	1,270.00
10/11/2024	328758	ALLIED MECHANICAL SERVICE	HVAC SERVICES-MULT LOCS	5,674.91
10/11/2024	328759	AMERICAN HOIST AIR & LUBE EQUIP INC	HOIST INSPECTIONS	1,205.50
10/11/2024	328760	ANDREWS, TIM	MOMASH TRACTOR RIDES	800.00
10/11/2024	328761	ASCENSION BORGESS HOSPITAL	PHYSICAL EXAM	88.00
10/11/2024	328762	B & G DISCOUNT	LEGACY GLOVES, SHOVELS, AND RAKES	425.50
10/11/2024	328763	BAILEY'S MEATS	REIMBURSEMENT FOR SNAP	214.00
10/11/2024	328764	BAKER, LIZ	GRAIN ELEVATOR DEPOSIT REFUND	150.00
10/11/2024	328765	BATTERY STATION LLC	MISC BATTERIES	499.83
10/11/2024	328766	BAY AREA TOUCHLESS CARWASH LLC	CAR WASHES	230.00
10/11/2024	328767	BDSSC LLC	LAKEVIEW VOLLEYBALL DEPOSIT REFUND	100.00
10/11/2024	328768	BECK, MARY	PZSC TRIP DEPARTMENT REFUND 24.09.24	20.00
10/11/2024	328769	CITY EMPLOYEE	REISSUE STALE CHECK	528.60
10/11/2024	328770	BEVEL GARDENER & ASSOCIATES	BLOOD STAIN ANALYSIS II REGISTRATION	1,390.00
10/11/2024	328771	BRAZDA, JEFF	RAMONA PICKLEBALL DEPOSIT REFUND	100.00
10/11/2024	328772	BRUSH, BENJAMIN	REIMBURSEMENT FOR SNAP	345.00
10/11/2024	328773	CALIBER HOLDINGS LLC	VEHICLE BODY DAMAGE REPAIR	386.86
10/11/2024	328774	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00
10/11/2024	328775	CHEATHAM, SARAH	RAMONA FOOTBALL DEPOSIT REFUND	100.00
10/11/2024	328776	CHICAGO TITLE OF MICHIGAN, INC.	CDBG-TITLE SEARCH	150.00
10/11/2024	328777	CHILCOTE, SARA KAY	REIMBURSEMENT FOR SNAP	101.00
10/11/2024	328778	CHILD CARE RESOURCES & REFERRAL	TRI-SHARE AUGUST & SEPTEMBER	2,821.62
10/11/2024	328779	CHINESE AMERICAN ASSOC OF GREATER	REIMBURSEMENT FOR SNAP	3.00
10/11/2024	328780	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	454,443.94
10/11/2024	328781	COLE CENTURY BUICK PONTIAC GMC	FIRE VEHICLE MAINT	477.17
10/11/2024	328782	COLEMAN, MACKENZIE	LAKEVIEW VOLLEYBALL DEPOSIT REFUND	130.00
10/11/2024	328783	COMPLETE TEAM OUTFITTER, INC.	PUPS AND PUMPKINS PHOTO BACKDROP	185.00
10/11/2024	328784	CUMMINS INC.	GENERATOR FOR GARDEN LANE #4	3,966.87
10/11/2024	328785	D L GALLIVAN INC.	COPY MACHINE USAGE CHARGES	97.66
10/11/2024	328786	D L Z MICHIGAN INC	ENG SERVICES - WEST MILHAM	6,046.66
10/11/2024	328787	DAVE'S CONCRETE PRODUCTS, INC.	CONCRETE FOR STATION 3	2,831.00
10/11/2024	328788	DEARBORN LIFE INSURANCE COMPANY	LIFE, LTD, AND STD INSURANCE	11,624.32
10/11/2024	328789	DEER CONTRACTING & LANDSCAPE	RETURN OF BID BOND FOR SIDEWALK REPAIR	1,343.00
10/11/2024	328790	DICK, ROBERT	REIMBURSEMENT FOR SNAP AND DUFB	156.00

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10/11/2024	328791	DRISENGA & ASSOCIATES INC	CONSTRUCTION MATERIAL TESTING & INSPECTION	6,218.10
10/11/2024	328792	EAKINS, PRESTON	MONSTER MASH BALLOON TWISTERS	1,200.00
10/11/2024	328793	EDWARDS INDUSTRIAL SALES, INC.	SHOP SUPPLIES	1,313.54
10/11/2024	328794	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	3,046.17
10/11/2024	328795	EVENT PRODUCTION SERVICES OF MI LLC	JULY AUGUST MOVIE RENTALS	1,725.00
10/11/2024	328796	FARRELL, SUZANNE	SCHRIER BUILDING DEPOSIT REFUND	150.00
10/11/2024	328797	FISH WINDOW CLEANING	WINDOW CLEANING SVCS	935.00
10/11/2024	328798	FLEIS & VANDENBRINK ENGINEERING	ENGINEERING SERVICES-RAMONA PARK	2,120.00
10/11/2024	328799	FLETCHER ENTERPRISES	PAINTING SERVICES-MULT LOCS	11,930.00
10/11/2024	328800	FULTON & SONS INC., JAMES E	ST 3 DRIVEWAY/PARKING LOT IMPROVEMENTS	230,869.25
10/11/2024	328801	FUN SERVICES	MONSTER MASH GAMES AND PRIZES	1,557.50
10/11/2024	328802	GALLS PARENT HOLDINGS, LLC	RANGER UNIFORMS	662.12
10/11/2024	328803	GETTLE, MISSY	STUART MANOR DEPOSIT REFUND	150.00
10/11/2024	328804	GORDON FOOD SERVICE	PZSC OPERATING & PROGRAM SUPPLIES	577.36
10/11/2024	328805	GRANT, JOYCE	PZSC TRIP DEPARTMENT REFUND 24.10.02	50.00
10/11/2024	328806	GREEN EARTH ELECTRONICS RECYCLING	HARD DRIVE DESTRUCTION	90.00
10/11/2024	328807	GROTHAUSE, DAVID	REIMBURSEMENT FOR SNAP	66.00
10/11/2024	328808	H & K EXCAVATING	CITY HALL-LANDSCAPE & PARKING LOT IMPROVE	280,258.53
10/11/2024	328809	HALLAHAN & ASSOCIATES, P.C.	ASSESSING LEGAL SERVICES	472.24
10/11/2024	328810	HARBEN, INC.	PRESSURE RELIEF BURST DISC	493.44
10/11/2024	328811	HERNANDEZ, LUIS	CDBG-REROOF HOME	3,646.00
10/11/2024	328812	HERRIMAN, SCOTT E	PZSC HALLOWEEN DANCE PARTY	400.00
10/11/2024	328813	HERSON, KENNETH	PZSC TRIP DEPARTMENT REFUND 24.09.24	50.00
10/11/2024	328814	HOME DEPOT	REPAIR & MAINT SUPPLIES	3,040.99
10/11/2024	328815	VOID		0.00
10/11/2024	328816	VOID		0.00
10/11/2024	328817	VOID		0.00
10/11/2024	328818	ICE CREATIONS	MOMASH PUMPKIN CARVING	850.00
10/11/2024	328819	INTERSTATE ALL BATTERY CENTER	REPLACEMENT RECHARGEABLE AA BATTERIES	41.40
10/11/2024	328820	INTERSTATE OFFICE INTERIORS	CUBICAL PANEL/DESK, OFC CHAIR	4,545.00
10/11/2024	328821	IRISH ROOFING & EXTERIORS	KAL CO-REPLACE ROOF ON HOUSE & GARAGE	11,565.00
10/11/2024	328822	J & J LOCKSMITHS	REPLACEMENT PARKS LOCKS FOR STOCK	669.00
10/11/2024	328823	J J KELLER & ASSOCIATES, INC.	JJ KELLER SAFETY MANAGEMENT SUITE	3,229.00
10/11/2024	328824	KALAMAZOO AREA TRANSPORTATION STUDY	TRAFFIC TECH SERVICES	2,566.00
10/11/2024	328825	KALAMAZOO COUNTY DRAIN COMMISSIONER	LAKEVIEW DRAIN CONSTRUCTION INSPECTIONS	5,320.54
10/11/2024	328826	KALAMAZOO COUNTY HEALTH & COMMUNITY	HOUSEHOLD HAZARDOUS WASTE PROGRAM	126.84

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10/11/2024	328827	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES SEPTEMBER 2024 TAXES	257.50
10/11/2024	328828	KALAMAZOO FLAG COMPANY, LLC	PZSC STATE FLAGS	386.00
10/11/2024	328829	KALAMAZOO LANDSCAPE SUPPLIES	RESTORATION SUPPLIES FOR CEMETERIES	292.50
10/11/2024	328830	KALAMAZOO VALLEY COMMUNITY COL	TUITION-POLICE ACADEMY STUDENT	8,300.00
10/11/2024	328831	KEENAN, STEPHANIE	RAMONA SOCCER TOURNAMENT REFUND	100.00
10/11/2024	328832	KJP ROOFING AND SHEET METAL	CITY HALL ROOF REPLACEMENT	132,390.63
10/11/2024	328833	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER LEASE PAYMENT/SERVICES	1,382.68
10/11/2024	328834	KORTOKRAX, JASON	MOMASH PUMPKINS FOR KIDS CRAFTS	1,500.00
10/11/2024	328835	KUNDRAT, SUSAN MARA	PZSC PRESENTER EAT, MOVE, GROOVE	400.00
10/11/2024	328836	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR/MAINTENANCE	934.80
10/11/2024	328837	LACKO, JOHN A.	PZSC INSTRUCTOR DIGITAL PHOTOGRAPHY	250.00
10/11/2024	328838	LAKELAND ASPHALT CORP.	MILL & FILL LOCAL/MAJORS	321,077.42
10/11/2024	328839	LANDSCAPE FORMS	THEORY BENCH SKATE STOPS	2,050.00
10/11/2024	328840	LANGUAGE LINE, INC	LANGUAGE SERVICES	26.25
10/11/2024	328841	LEXISNEXIS RISK DATA MANAGEMENT INC	ANNUAL CHARGES DORS REPORTING	1,235.00
10/11/2024	328842	LION FIRST RESPONDER PPE, INC.	FIRE PREVENTION	660.50
10/11/2024	328843	MCCASH, CYNTHIA	PZSC TRIP DEPARTMENT REFUND	20.00
10/11/2024	328844	MCCLURE, BRIAN	PZSC PRESENTER CONCERT SERIES	200.00
10/11/2024	328845	MCDONALD'S TOWING & RESCUE, INC.	POLICE TOWING SERVICES	105.00
10/11/2024	328846	MEDLER ELECTRIC COMPANY	LEXINGTON GREEN PK - SITE LIGHTING SUPPLIES	14,757.91
10/11/2024	328847	MENARDS	REPAIR & MAINT SUPPLIES	10.66
10/11/2024	328848	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	1,896.73
10/11/2024	328849	MIDWEST CUSTOM EMBROIDERY COMPANY	RANGER UNIFORM STITCHING	55.00
10/11/2024	328850	MOORE, PATRICIA	PZSC RENTAL SECURITY DEPOSIT REFUND	250.00
10/11/2024	328851	MOORLAG, JOSIE LIN	YOGA 4 LIFE MANAGEMENT FEE	519.20
10/11/2024	328852	MORRISON LANDSCAPE SERVICES LLC	LANDSCAPE BED MULCHING/PLANTS	2,300.00
10/11/2024	328853	NETBRAIN TECHNOLOGIES, INC.	NETBRAIN RENEWAL	2,433.94
10/11/2024	328854	NEUMANN, JAMES	SCHRIER PARK DEPOSIT REFUND	150.00
10/11/2024	328855	NORTHWIND CONSULTANTS	ADVANCE GROUP CRISIS INTERVENTION REG	500.00
10/11/2024	328856	OFFICE DEPOT, INC.	OFFICE SUPPLIES	1,108.84
10/11/2024	328857	OPEN ROADS BIKE PROGRAM	YOUTH EARN A BIKE	1,500.00
10/11/2024	328858	PENNZAR PROMOTIONS	MOMASH MAGIC SHOWS	600.00
10/11/2024	328859	PETERMAN CONCRETE CO.	FIRE DRAIN PROJECT	346.00
10/11/2024	328860	PETERS, STEVE	SWP TOURNAMENT DEPOSIT REFUND	100.00
10/11/2024	328861	PETERSON, ERIN	SUMMER TAX REFUND 02020-002-O	107.75
10/11/2024	328862	PETITE BAKERY LLC	REIMBURSEMENT FOR SNAP	23.00

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10/11/2024	328863	PETTY CASH - KARLY ROOT	ESTABLISH PETTY CASH FUND	22.00
10/11/2024	328864	PETTY CASH-DANA FAIR	REPLENISHMENT CHECK	634.14
10/11/2024	328865	PETTY CASH-KELLY REED	REPLENISHMENT CHECK	557.01
10/11/2024	328866	PROGRESSIVE AE	CONSULTING SERVICES FOR AQUATIC NUISANCE	4,375.00
10/11/2024	328867	PRYOR, ANNIE	CULINARY ACADEMY REFUND	30.00
10/11/2024	328868	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	52.91
10/11/2024	328869	RAM'D AIR GEAR DRYER LTD	FIRE MAINTENANCE	250.00
10/11/2024	328870	RATHCO SAFETY SUPPLY, INC.	ROAD SIGNS MAJORS/LOCALS, TRAFFIC CONTROL	2,103.25
10/11/2024	328871	RENEWED EARTH, INC.	COMPOST SITE MANAGEMENT	8,166.66
10/11/2024	328872	RMUS LLC	AIRDATA RENEWAL	1,920.00
10/11/2024	328873	ROSEMA, SHARON	STUART MANOR DEPOSIT REFUND	150.00
10/11/2024	328874	SAFEBUILT MICHIGAN, LLC	FILL IN INSPECTIONS FOR BUILDING SVCS	5,040.14
10/11/2024	328875	SAUNDERS, JEREMIAH	REIMB-DRIVER OPERATOR ACADEMY BOOK	90.59
10/11/2024	328876	SCHAU, RANDALL	PZSC PRESENTATION	100.00
10/11/2024	328877	SCHUMANN, PIERRE A.	FARMERS MARKET MUSIC PERFORMANCE	100.00
10/11/2024	328878	SEMARK, CYNTHIA RUTH	PZSC ART INSTRUCTOR ART IN ACTION	125.00
10/11/2024	328879	SITEONE LANDSCAPE SUPPLY LLC	PARKS IRRIGATION REPAIR SUPPLIES	106.79
10/11/2024	328880	SMEMSIC	FIRE MEMBERSHIPS	75.00
10/11/2024	328881	SPARTAN DISTRIBUTORS INC.	REPAIR & MAINT SUPPLIES	401.65
10/11/2024	328882	SPECTRUM PRINTERS, INC.	ABSENT VOTER SELF MAILER & POSTAGE	2,920.60
10/11/2024	328883	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	574.00
10/11/2024	328884	STATE OF MICHIGAN	SOR FEES	60.00
10/11/2024	328885	STATE SYSTEMS RADIO, INC	MTHLY RADIO SVC FEES , HANDHELD RADIO INSTALL	899.00
10/11/2024	328886	STEENSMA LAWN & POWER EQUIPMENT	TRIMMERS, REPAIR & MAINT SUPPLIES	1,911.87
10/11/2024	328887	CITY EMPLOYEE	REISSUE OF STALE CHECK	50.00
10/11/2024	328888	STEWART, JAMAL	MOMASH DJ	800.00
10/11/2024	328889	STOP SIGNS AND MORE COMPANY	PICKLEBALL COURT SIGNS	395.40
10/11/2024	328890	SUNBELT RENTALS, INC.	CONCRETE SAW RENTAL	229.90
10/11/2024	328891	T & D CONCRETE CONSTRUCTION LLC	MISC CONCRETE WORK	3,960.60
10/11/2024	328892	TAPLIN GROUP, LLC	WATER SVC MATERIALS INVENTORY	7,079.29
10/11/2024	328893	TAYLOR, JEANNE	PZSC TRIP DEPARTMENT REFUND 24.10.02	50.00
10/11/2024	328894	TRIFECTA NETWORKS, LLC	DESK PHONES	285.00
10/11/2024	328895	TRIPLE STAR CONSTRUCTION, INC.	BD BOND REFUND	3,065.00
10/11/2024	328896	U S SIGNAL COMPANY, LLC	MONTHLY INTERNET FIBER SERVICES	900.00
10/11/2024	328897	UNITED PARCEL SERVICE	UPS WEEKLY	55.65
10/11/2024	328898	USPS	ANNUAL PERMIT FEE	350.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 9/29/2024 to 10/12/2024

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Check Date	Check	Vendor Name	Description	Amount
10/11/2024	328899	VANDENBERG, NANCY	STUART MANOR DEPOSIT REFUND	150.00
10/11/2024	328900	W MICH CRIMINAL JUSTICE TRAINING CO	TASER INSTRUCTOR REGISTRATION	290.00
10/11/2024	328901	WASHCO, LLC	POWER WASHING ANGLING BOARDWALK	3,985.00
10/11/2024	328902	WASTE MANAGEMENT	WTP IRON WASTE REMOVAL	458.50
10/11/2024	328903	WEATHERTECH CONSULTING GROUP, INC.	ROOF REPLACEMENT CONSULTANT	3,000.00
10/11/2024	328904	WEDEL'S INC.	RIGHT OF WAY TREE PLANTING	21,819.50
10/11/2024	328905	WELCH, CINDY	PZSC TRIP DEPARTMENT REFUND 24.12.11	190.00
10/11/2024	328906	WILD, JED	PER DIEM-EMU FIRE STAFF AND COMMAND	379.50
10/11/2024	328907	WITMER PUBLIC SAFETY GROUP	FIRE UNIFORMS	78.00
10/11/2024	328908	WRAPS N SIGNS	VEHICLE GRAPHICS INSTALLATION	1,269.00
10/11/2024	328909	YEAGER, JOYCE	REFUND FITNESS FOR ALL AGES	35.00
Total Paper Checks				1,686,568.42

Check Type: Auto-Pay Payments

10/01/2024	CONSUMERS ENERGY	GAS-ELECTRIC	17,989.98
10/02/2024	CITY OF PORTAGE	WATER/SEWER BILLING	6,728.64
10/03/2024	CONSUMERS ENERGY	GAS-ELECTRIC	1,195.73
10/03/2024	CARD CONNECT	PROCESSING FEES	1,028.55
10/04/2024	MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	72,133.76
10/04/2024	CONSUMERS ENERGY	GAS-ELECTRIC	65,617.91
10/07/2024	BLUE CROSS/BLUE SHIELD OF MI	HEALTH INSURANCE	417.78
10/07/2024	CONSUMERS ENERGY	GAS-ELECTRIC	24,263.04
10/08/2024	CONSUMERS ENERGY	GAS-ELECTRIC	3,231.44
10/09/2024	CONSUMERS ENERGY	GAS-ELECTRIC	555.40
10/09/2024	INVOICE CLOUD	PROCESSING FEES	640.35
10/10/2024	CONSUMERS ENERGY	GAS-ELECTRIC	9,123.86
10/11/2024	CONSUMERS ENERGY	GAS-ELECTRIC	322.35
Total Auto-Pay Payments			203,248.79

Check Type: Electronic Payments

09/30/2024	HUNTINGTON NATIONAL BANK	DEBT SERVICE PAYMENTS	588,669.97
10/03/2024	SBF	POSTAGE - WATER/SEWER BILLS	2,317.87
10/04/2024	CITY OF PORTAGE EMPLOYEE	RECOUP 2 UNUSED PER DIEMS	164.00
10/04/2024	ASU GROUP	WORKERS COMP FUNDING	11,841.18
10/04/2024	MULTIPLE	WEEKLY TAX DISBURSEMENT 9/27/24	250,620.19
10/08/2024	MULTIPLE	LAKE SPECIAL ASSESSMENTS	32,181.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 9/29/2024 to 10/12/2024

Check Date	Check	Vendor Name	Description	Amount
10/09/2024		COMERICA	INVESTMENT PURCHASE	990,836.11
10/11/2024		MULTIPLE	WEEKLY TAX DISBURSEMENT 10/4/24	208,218.32
Total Electronic Payments				2,084,848.64

Check Type: Credit Card

09/02/2024		JIMMY JOHNS	MEALS FOR PARKS CONCERT PERFORMERS	89.52
09/02/2024		ADOBE ADOBE	STOCK PHOTO/VIDEO/MUSIC LIBRARY-PUB INFO OFC	29.99
09/04/2024		GRAND HOTEL	POLICE TRAINING HOTEL STAY	929.25
09/05/2024		SQ GLASS ART KALAMAZOO	SUPPLIES FOR SENIOR CENTER EVENT	125.00
09/06/2024		LLRMI	POLICE TRAINING REGISTRATION	200.00
09/06/2024		EB PROPERTY AND EVIDE	POLICE TRAINING REGISTRATION	206.98
09/06/2024		LETTERING.COM INC	ELECTION SUPPLIES	21.88
09/09/2024		HILTON GARDEN INN TYSN	POLICE TRAINING HOTEL STAY	1,039.80
09/10/2024		EXPEDIA	POLICE TRAINING FLIGHT BOOKING FEE	25.85
09/11/2024		UNITED AIRLINE	POLICE TRAINING FLIGHT	755.63
09/11/2024		QUALITY INNS	POLICE TRAINING HOTEL FEE	197.58
09/11/2024		DELTA AIR	POLICE TRAINING FLIGHT	731.95
09/11/2024		HRCI.ORG	HUMAN RESOURCES TRAINING REGISTRATION	399.00
09/12/2024		COMFORT INNS	POLICE CONFERENCE HOTEL STAY	183.60
09/16/2024		PANERA BREAD	MEALS FOR PARKS CONCERT PERFORMERS	134.00
09/16/2024		CROWNE PLAZA	POLICE TRAINING HOTEL STAY	585.00
09/16/2024		LAKEVIEW HOTEL MACKINAC	COUNCILMEMBERS CONFERENCE HOTEL STAY	939.42
09/16/2024		LAKEVIEW HOTEL MACKINAC	CITY MANAGER CONFERENCE HOTEL STAY	446.16
09/17/2024		DR HOOKS	SENIOR CENTER AWARDS	247.50
09/17/2024		HILTON HOTELS	POLICE TRAINING HOTEL STAY	1,645.93
09/18/2024		ISTOCKPHOTO	PUBLIC INFORMATION STOCK PHOTOS	520.00
09/19/2024		YOUR MEMBERSHIP CAREERS	HUMAN RESOURCES JOB POSTING	1,600.00
09/19/2024		SECTIGO WE POSITIVESS	IT SSL CERTIFICATE	69.99
09/19/2024		THE WEBSTRAURANT STORE INC	SENIOR CENTER RESTAURANT SUPPLIES	202.05
09/20/2024		MOUNTAIN GRD LODGE	COM DEV CONFERENCE HOTEL DEPOSIT	145.98
09/20/2024		WWW.APWA.NET	DPW TRAINING REGISTRATION	150.00
09/23/2024		FREE CONFERENCE CALL GLOB	IT CONFERENCE CALL CHARGES	18.42
09/23/2024		DOUBLETREE HOTEL	POLICE CONFERENCE HOTEL STAY	625.80
09/23/2024		CROWNE PLAZA	POLICE TRAINING HOTEL STAY	625.95
09/25/2024		FSP KALAMAZOO HUMAN RESOURCES	HUMAN RESOURCES TRAINING REGISTRATION	50.00
09/25/2024		PAYPAL MICHIGANPUB	HUMAN RESOURCES ANNUAL MEMBERSHIP	150.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 9/29/2024 to 10/12/2024

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Check Date	Check	Vendor Name	Description	Amount
09/26/2024		INT'L CODE COUNCIL INC	COM DEV ANNUAL MEMBERSHIP	794.00
09/26/2024		BAV INN LODGE-HOTEL	FINANCE CONFERENCE HOTEL STAY	433.35
09/26/2024		SQ A.B.M. INTEL	POLICE TRAINING REGISTRATION	450.00
09/27/2024		HRCI.ORG	HUMAN RESOURCES TRAINING REGISTRATION	279.30
09/30/2024		MOUNTAIN GRD LODGE	IT HOTEL TAX REFUND	(33.27)
09/30/2024		HOLIDAY INN EXPRESS	POLICE TRAINING HOTEL STAY	450.50
09/30/2024		EZCATER QDOBA	MEALS FOR PARKS EVENT	140.00
09/30/2024		HOLIDAY INN EXPRESS	POLICE TRAINING HOTEL STAY	705.12
09/30/2024		PANERA BREAD	MEALS FOR PARKS EVENT	135.89
09/30/2024		EZCATER BIG APPLE BAGE	MEALS FOR PARKS EVENT	148.88
09/30/2024		ADOBE	STOCK PHOTO/VIDEO/MUSIC LIBRARY-PUB INFO OFC	29.99
09/30/2024		BUZZSPROUT	MONTHLY PODCAST SUBSCRIPTION	24.00
			Total Credit Card Payments	16,649.99
			Grand Total	4,944,621.41

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: BS&A Software Renewal

SUPPORTING PERSONNEL: Devin Mackinder, Director of Technology Services

ACTION RECOMMENDED: Approve the annual BS&A software renewal in the amount of \$76,197 and authorize the City Manager to execute all documents related to this action.

The city utilizes the BS&A enterprise municipal software system, which includes 20 integrated applications for core finance, complaint tracking, cemetery management, utility billing, fixed assets, assessing, planning and zoning, permitting, and online payment services. Annual renewal of licensing and software maintenance is required for continued use of this software. The following chart is provided to show recent historical costs:

2023	\$72,417	Added online permit and building application modules/services (approx. \$11,200), which is partially offset by inspection fees. Incurred an eight percent annual increase (approx. \$4,400).
2022	\$56,726	
2021	\$54,912	

It is recommended that City Council approve the annual BS&A software renewal in the amount of \$76,197 and authorize the City Manager to execute all documents related to this action.

FUNDING: Funds are available and budgeted for this purpose.

Attachments: None

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Approve Participation in the Kalamazoo Valley Intergovernmental Ambulance Agreement.

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

ACTION RECOMMENDED: Approve participation in the Kalamazoo Valley Intergovernmental Ambulance Agreement, award a contract to LIFE EMS for Advanced Life Support (ALS) services, and authorize the City Manager to sign all necessary documents.

On March 1, 2023, the City of Portage, Charter Township of Texas, and Charter Township of Comstock terminated the Advanced Life Support (ALS) contract with Pride Care Ambulance. The three municipalities quickly engaged Life EMS to provide interim services while a more permanent service delivery model was designed and implemented. During this interim period, Life EMS has performed very well, including extremely effective service following the May 7, 2024 tornado that ripped through our community.

Our most-preferred route is a collaborative effort with neighboring municipalities to achieve a regional service level that meets all of our emergency ambulance service needs.

Since fall 2023, Public Safety Deputy Director Jeff VanderWiere has represented the City of Portage in a collaborative effort among representatives from nearly every municipality in Kalamazoo County, along with the Kalamazoo County Medical Control Authority to develop a Request for Proposals (RFP) for ambulance services. This intergovernmental collaboration has led to a competitively bid, non-subsidized joint EMS agreement. Key provisions in the RFP aim to enhance the EMS system's effectiveness and deliver cost savings to the City of Portage, including improved response time metrics, no-cost standbys at critical incidents, and the replacement of specified medical supplies.

The intergovernmental cooperative Request for Proposals (RFP) was issued by the City of Kalamazoo on behalf of all participating municipalities, adhering to their purchasing guidelines and best practices. Throughout the process, only Life EMS submitted a proposal. Although two other ambulance providers expressed interest, they ultimately declined to submit proposals after reviewing the requirements.

An alternative to entering into this agreement would involve the City of Portage establishing its own fire-based ALS transport EMS system. This would require hiring at minimum 23 additional personnel and purchasing at least three ALS ambulances, with estimated start-up costs of \$2.5 million or more. While it is possible that a significant portion of annual recurring costs could be covered by revenue generated from billing for ALS services once the system is operational, the initial investment would be substantial.

FUNDING: There is no fiscal impact for the City of Portage, as the proposed agreement offers clear cost efficiencies and enhanced service quality for the city and other participating governmental units. Funds collected from penalties will be used to purchase and replace medical equipment utilized by First Responders in Kalamazoo County.

Attachments:

1. 99037-004.0 Addendum 1
2. 99037-004.0 Addendum 2
3. 99037-004.0-rfp-document
4. Signatory Page



MANAGEMENT SERVICES DEPARTMENT

Purchasing Division

241 West South Street

Kalamazoo, MI 49007-4796

Phone: 269.337.8020

Fax: 269.337.8500

www.kalamazoocity.org

purchasing@kalamazoocity.org

PRE-PROPOSAL Meeting – August 12, 2024 at 5:30 p.m. Local Time (ET)

Kalamazoo Department of Public Safety – Chiefs Conference Room

150 East Crosstown Parkway, Kalamazoo, MI 49001

ADDENDUM #1

July 31, 2024

TO: ALL Prospective Proposers
PROJECT NAME: Kalamazoo Valley Intergovernmental Ambulance Agreement
BID REFERENCE #: 99037-004.0
PROPOSAL DUE/OPENING DATE: August 27, 2024 at 3:00 p.m. Local Time (ET)

The purpose of this addendum is to clarify and/or modify the scope of work for this project. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. RESPONSE TO QUESTIONS

Q1: Is actual Dispatch data from the CAD to be made available for analysis? To include fields from below Data request table?

A1: The Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA) members do not have this information. The requested information has been requested from the Kalamazoo County Consolidated Dispatch Authority (KCCDA). When the information is available, it will be shared. Please note: The data request table has not been included in this addendum.

Q2: Does each city have to meet response times independent of the others?

A2: Response times are considered independently by each listed community and the response time target is based on the zone.

Q3: Does zone 1 have to meet response times independent of zone 2, or do both roll up to a single reporting figure?

A3: Response zones are determined by KCMCA as outlined on page 20 of the RFP.

Q4: Please confirm the 2023 table “Calls for service” (PDF Page 13) reflects all calls for service and not transport counts.

A4: The table 2023 Kalamazoo County Medical Calls for Service as outlined on page 11 of the RFP are EMS responses received by the KCCDA. They do not represent transports or non-911 EMS incidents.

Q5: Is transport volume available? If not, what is the transport rate for all areas?

A5: Non-validated data from 2023 provided by KCMCA indicate that in 2023, Kalamazoo County ambulance services responded to approximately 42,434 incidents resulting in approximately 32,426 transports. This included both emergency and non-emergency transports, and both 911 and non-911 origins. It does not include transports that originated outside of Kalamazoo County. KCMCA estimates that in 2023 there were approximately 36,715 emergency responses (all priorities and both 911 and non-911 origins) resulting in 27,359 transports (74.5% transport rate).

Q6: What is the average task time for all responses?

A6: Neither KCMCA nor KVIAA have this data/information.

Q7: What is the average task time for calls that result in a transport?

A7: Non-validated data provided by KCMCA indicate the approximate mean and median times for non-interfacility transports in 2023 from initial call to back in service are 58.8 minutes and 54.1 minutes, respectively. The 90th percentile time is approximately 78.1 minutes.

Q8: What is the average time spent at the hospital? Are there extreme drop off delays at hospitals?

A8: Non-validated data provided by KCMCA indicate the approximate mean and median times for non-interfacility transports in 2023 from arrival at hospital to back in service are 16.4 minutes and 15.0 minutes, respectively. The 90th percentile time is approximately 24.6 minutes. KCMCA reports it is extremely rare for the time from hospital arrival to back in service to exceed 60 minutes.

Q9: Are there current posts/station locations available for analysis?

A9: The current contractor utilizes predictive deployment. There are no defined posts/station locations. Neither KVIAA nor KCMCA maintain information on the number of ambulance shifts.

Q10: What shift types are currently in use in the system?

A10: The number, quantity, and shift duration are determined by the contractor. Neither KVIAA nor KCMCA maintains information on ambulance shift types. KCMCA currently discourages scheduled shifts longer than 16 hours based on an informal agreement with previous Kalamazoo County ambulance services and KCMCA.

Q11: How many shifts are in service daily? Weekly?

A11: The number of shifts daily and weekly are determined by the contractor. Neither KVIAA nor KCMCA maintain information on the number of ambulance shifts.

In order for a proposal to be responsive, this addendum should be returned, signed and dated, with your proposal. If you have already submitted your proposal, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it to the undersigned and it shall be incorporated in your proposal. Please identify your return envelope with the bid reference number and project description.

Any questions concerning the scope of the ambulance service requirements should be directed to Kalamazoo Department of Public Safety, Chief of Staff, Ryan Tibbets at tibbetsr@kalamazoocity.org. Questions concerning the general submission requirements should be directed to Craig Hull, Senior Buyer, at purchasing@kalamazoocity.org.

Sincerely,



Michelle Emig
Purchasing Division Manager

c: Ryan Tibbets, Chief of Staff, Public Safety

FIRM: _____

SIGNED: _____

NAME: _____
(Type or Print)

DATE: _____



ADDENDUM #2

August 19, 2024

TO: ALL Prospective Proposers
PROJECT NAME: Kalamazoo Valley Intergovernmental Ambulance Agreement
BID REFERENCE #: 99037-004.0
PROPOSAL DUE/OPENING DATE: August 27, 2024 at 3:00 p.m. Local Time (ET)

The purpose of this addendum is to clarify and/or modify the scope of work for this project. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. RESPONSE TO QUESTIONS RECEIVED BY 8/12/2024

Q1: Page #6, Qualifications Questionnaire – 8.A. “List of clients”

Question: Please advise definition of “client”; i.e., is this specific to contracts relating to 911 emergency paramedic ambulance response?

A1: Page 6, question 8 is asking for a list of clients for whom similar services have been performed within the last five years. The list should include clients that Advanced Life Support Services have been provided.

Q2: Page #9, Section I – B. “Scope”

Question: Can you please consider adding language in second paragraph “...the selected provider shall respond, or ensure a response, to all requests...” to acknowledge the appropriate use of mutual aid?

A2: This question is addressed in the February 17, 2021, KCMCA Protocol 8-30 (S) Emergency Medical Services Dispatching & Response Protocol Section 3:

3. ALS Dispatch

a) Dispatch the closest appropriate ALS unit.

i) The dispatcher is responsible to assure that the ALS unit dispatched is likely to meet response time target.

ii) In the event that the ALS Unit is unlikely to meet this target the dispatcher must seek mutual aid per procedure in Appendix D.

iii) The dispatcher should continue to respond the initial ALS unit until the mutual aid agency verifies they have a closer available unit.

iv) In the event that resource availability changes, the involved Emergency Medical Dispatch centers should coordinate the appropriate response.

Q3: Page #10, Section II – A.1. “Qualifications to Bid”

Question: Can you please consider adding clarifying language “...must become CAAS accredited in KVIAA Response Area within 24 months of contract award.”

A3: The included language is consistent with the October 21, 2021, Protocol-KCMA Prehospital EMS System Operational Requirements for Ambulance Services Requesting Medical Control (8.32) Section IV.

Q4: Page #14, Section II – E. 1. & 2. “Evaluation of Proposals”

Question: The RFP states that the “Review Committee” is made up of not more than two members from each of the “KVIAA participating jurisdictions”. Are these “participating jurisdictions” of municipalities currently contracted under the KVIAA?

A4: The “participating jurisdictions” are defined under Section 1 – C.

Q5: In addition, please also clarify what/who “...the selection committee” is as mentioned in Section II - E. 2.

A5: The use of “selection committee” was used five (5) times in the RFP. Selection committee will be replaced in Section II and replaced with “Review Committee as outlined below:

- E-2 Neither staff nor legal advisors of the RFP Development Committee or Kalamazoo County Medical Control Authority (KCMCA) shall serve as members of the selection committee Review Committee but may be asked to provide technical support for the committee.
- E-4 The selection committee Review Committee may require oral presentations. These presentations will be conducted at a location to be determined by the KVIAA participating jurisdictions at a time and date prescribed by the Review Committee.
- E-5 The scoring criteria will be based upon a point system with points allocated to each category in the required outline format of the proposal. Each proposal shall be separately and independently scored by each selection committee Review Committee member as follows:
- E-5.a. Evaluate. Each member of the selection committee Review Committee shall individually evaluate submissions relating to a single category. (e.g. Dispatch Operations and Communications).

Q6: Page #15, Section II – F. “Scoring Criteria”

Question: Would KVIAA consider awarding points for current CAAS accreditation to recognize difference in being currently accredited as compared to a promise of future CAAS accreditation?

A6: As part of the qualifications to bid and as specified in Section II - Part A. 1. Accreditation by the Commission on the Accreditation of Ambulance Services (CAAS) in a current operational service area and must become CAAS accredited within 24-months of contract award. Since being CAAS accredited in at least one service area is a requirement to bid, there is no need to award points for something that all proposals being scored must have.

Q7: Would KVIAA consider awarding points for ACE accreditation?

Page #17, Section III – A. “Organizational Structure, State of Michigan License and Medical Control”

A7: Factors such as ACE accreditation may be considered by the Review Committee in the evaluation criteria. The RFP Scoring Criteria specifies the total points per category. The elements that make up each category are not part of the RFP.

Q8: Can KVIAA provide the current Kalamazoo County Medical Control Authority (KCMCA) budget and the proposed future budget that proposes a total of \$44,000 from the transporting paramedic ambulance providers? In addition, can KVIAA provide services rendered to the ambulance provider in return for this payment. Also, please describe the amount paid to KCMCA by licensed medical first response agencies for medical oversight?

- A8: The 2024-25 KCMCA Budget can be obtained by contacting KCMCA (Michael.bentley@wmed.edu). It is unclear what is being asked by “Can KVIAA provide services rendered to the ambulance provider in return for this payment?” As specified in the RFP, KVIAA expects that “the Contractor must agree to provide financial support to KCMCA based upon this funding formula.” KCMCA does not currently receive financial contributions from licensed medical first responder agencies for medical oversight.”
- Q9: Page #18, Section III – C. “Equipment and Supplies”**
Question: Are you going to allow flexibility for the deployment of the Life Pak 35 prior to audio recording capability being activated?
- A9: KCMCA understands that audio recording is not yet available in the LifePak 35. KCMCA has advised that the implementation of the LifePak 35 should not be delayed because of the unavailability of audio recording. However, given the proven value of audio recording as a quality improvement tool in advanced life support, KCMCA expects ALS agencies to investigate and implement reasonable alternatives for audio recording (e.g., Stryker’s LifeNET Care currently planned for implementation in the near future).
- Q10: Page #18, Section III – C.7. “Equipment and Supplies”**
Question: Please describe what is meant by “interface with KCMCA for quality assurance monitoring”.
- A10: Item C.7. should read: “Cardiac monitor/defibrillator equipment shall be able to Interface with KCMCA for Quality Assurance monitoring. KCMCA currently uses Stryker’s CodeStat software for analysis of AED and LifePak 15 monitor/defibrillator data.”
- Q11: Page #19, Section III – C. “Equipment and Supplies”**
Question: Can KVIAA provide a “cap” on the variety/number of replacement equipment items as well as consideration of applying a portion of these costs to offsetting any financial penalties?
- A11: • The KVIAA participating agencies would be amenable to standardizing supplies and equipment as much as possible to eliminate duplicity.
• The KVIAA participating agencies are not considering replacement supplies costs to offset financial penalties. In the event the contracted ambulance service experiences major increases in supply costs, they may request partial relief through the KVIAA Oversight Board.”
- Q12: Page #21, Section III – E. “Response Times”**
Question: Can KVIAA/KCMCA please replace “...EMS Supervisor...” with “...a KCMCA approved paramedic in a...”?
- A12: The KVIAA/KCMCA is not interested in having units staffed with a single paramedic for the purposes of obtaining acceptable response time intervals as outlined by KCMCA.
- Q13: Page #23, Section III – L. “Charges for Service”**
Question: Can language be added to first paragraph to read: “all proposals must include a description of all proposed fees specific to the KVIAA RFP as well as proposer’s current rates in existing operations for ...”?
- A13: KVIAA is not interested in evaluating the fees in other existing operations. Section III-L requests proposed fees for the KVIAA services areas.

- Q14: Would KVIAA change “shall” to “may” regarding making availability of subscription programs for KVIAA citizens as this could change in the future relative to reimbursement regulations.**
- A14: KVIAA will not change shall to may at this time. Modification and or changes will be considered should reimbursement regulations change in the future.
- Q15: Page #24, Section III – N. “Accreditation”
Question: Please describe agency penalty/breach should accreditation not be achieved in 24 months.**
- A15: The included language is consistent with the October 21, 2021, Protocol-KCMA Prehospital EMS System Operational Requirements for Ambulance Services Requesting Medical Control (8.32) Section IV.
- Q16: Page #25 Section IV – A.1.e “Insurance Indemnity Provisions”
Question: Will KVIAA consider the option of “self-insuring” automobile physical damage for a portion of the fleet? Hence, helping us assume a more cost-effective level of risk specific to older/higher mileage units.**
- A16: Page #26, Section IV-A.4 addresses self-insured risk.
- Q17: Page #26, Section IV – B. “Indemnification”
Question: Does KVIAA agree to hold the contract holder harmless for their respective acts such as is required in this section by the contract holder of KVIAA and KCMCA?**
- A17: The language included in the RFP relative to indemnification shall remain.
- Q18: Page #31, Section IV – I. “Penalties”
Question: “Subsection I. cites that Zone 2 Med 1 and Med 2 nature calls have moved to a twice annual (180 day) calculation for contract compliance. Given the challenge of achieving statistical significance with such small and therefore brittle projected call volume in the Zone 2 areas of the County, would KVIAA be open to discussion on adjusting Zone 2 Med 1 and Med 2 responses to an annual calculation.”**
- A18: KVIAA believes there should be sufficient numbers of aggregate responses in Zone 2 to allow for fair analysis. The KVIAA Oversight Board will evaluate Zone 2 responses and performance at quarterly meetings. If the contractor believes there may not be sufficient responses to fairly evaluate Zone 2 performance at a 6-month interval, the contractor may request the KVIAA Oversight Board increase the review period to annually. If this were to occur, fines for Zone 2 aggregate response time performance will be doubled to reflect 12 months instead of 6 months.
- Q19: Page #32, Section IV – I. “Penalties”
Question: Would KVIAA consider a potential offset of a portion of the financial penalties by expenses directly related to providing coverage of fire standbys and staging for search warrants?**
- A19: • Under Section IV-I “Penalties, there is a provision to offset financial penalties for providing coverage for specialty units. “The KVIAA Oversight Board may award up to 50% credit towards the penalties outlined in this section based on:
- o Positive customer feedback
 - o Hours spent supporting specialty units as defined
 - o Clinical performance outcomes”
- No direct expense reduction will be provided

2. RESPONSE TO QUESTIONS FROM PRE-PROPOSAL MEETING ON 8/12/2024

Q1: Will there be a provision for the contractor to modify the terms and conditions of the contract should KVIAA member(s) decide to transition to their own Advanced Life Support Services (ALS)?

A1: Yes, see Section IV-L, Request for Proposal as Contract.

Q2: Will local preference points be awarded?

A2: No.

3. RESPONSE TO QUESTION #1 FROM ADDENDUM #1

Q1: Is actual Dispatch data from the CAD to be made available for analysis? To include fields from below Data request table?

A1: The requested information from the Kalamazoo County Consolidated Dispatch Authority (KCCDA) contains only Medical First Responder (MFR). ALS data is not available.

The Addendum can be viewed and downloaded from the City's website at <https://www.kalamazoocity.org/bidopportunities>.

In order for a proposal to be responsive, this addendum should be returned, signed and dated, with your proposal. If you have already submitted your proposal, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it to the undersigned and it shall be incorporated in your proposal. Please identify your return envelope with the bid reference number and project description.

No further questions will be accepted for this project before the proposal due date.

Sincerely,



Michelle Emig
Purchasing Division Manager

c: Ryan Tibbets, Chief of Staff, Public Safety

FIRM: _____

SIGNED: _____

NAME: _____
(Type or Print)

DATE: _____



Department of Management Services

Purchasing Division

241 West South Street

Kalamazoo, MI 49007-4796

Phone: 269.337.8020

Fax: 269.337.8500

www.kalamazoo-city.org
purchasing@kalamazoo-city.org

PRE-PROPOSAL Meeting – August 12, 2024 at 5:30 p.m. Local Time (ET)

Kalamazoo Department of Public Safety – Chiefs Conference Room

150 East Crosstown Parkway, Kalamazoo, MI 49001

REQUEST FOR PROPOSALS (RFP)

The City of Kalamazoo, Michigan is soliciting sealed proposals for:

Project Name: Kalamazoo Valley Intergovernmental
Ambulance Agreement

Proposal Reference #: 99037-004.0

RFP ISSUE DATE: July 12, 2024

Number of Copies Required: 3 hard copies plus eight
(8) electronic version (USB drive)

PROPOSAL DUE DATE: Tuesday, August 27, 2024 at 3:00 p.m. Local Time (ET)

Facsimile Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:

Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this RFP should be directed to:

Ryan Tibbets, Chief of Staff, Kalamazoo Public Safety
via email: tibbetsr@kalamazoo-city.org

Include on the Envelope the Project Name and Proposal Reference Number (above). All Envelopes Must Be Sealed.

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposal with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the Kalamazoo Valley Intergovernmental Ambulance Association (KVIAA) and the successful proposer when approved and accepted on behalf of the KVIAA by an authorized official or agent of the KVIAA.

A non-mandatory pre-bid meeting will be held August 12, 2024 at 5:30 PM local time. All questions for the meeting to be submitted by August 5, 2024. Questions shall be presented as anonymous and a written response shall be provided.

All proposers shall complete and return the Qualifications Questionnaire with Signed Proposal Page page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.** The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the proposal opening for its own convenience.

STATEMENT OF NO PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its proposers list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this proposal solicitation, this form must be completed and returned to remain on the particular proposal list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this proposal list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS:

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

Kalamazoo Valley Intergovernmental Ambulance Agreement
Request for Proposals
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Appendix A Non-Discrimination Clause for all City of Kalamazoo Contracts

INSTRUCTIONS TO PROPOSERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. If a unit price or extension already entered by the proposer on the Proposal and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the proposer with ink. The proposal shall be legally signed and the complete address of the proposer given thereon.

All proposals shall be tightly sealed in an envelope plainly marked SEALED PROPOSAL and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO PROPOSERS**-Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposals (RFP) and attachments must be requested in writing at least ten (10) business days before the proposal due date (by August 12, 2024 at 5:30 p.m. ET) and with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the proposal by attachment, or by letter or fax received before the time set for opening of proposals. Oral explanation or instructions given prior to the opening will not be binding.
4. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least one-hundred twenty (120) days after proposal opening.
5. **ALTERNATE PROPOSALS**-Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered non-responsive, and at the option of the City, result in rejection of the alternate proposal.
6. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the proposal and no award has been made.)
7. **PROPOSAL SUBMITTAL**- Proposers can submit sealed proposals in one of the following ways:
 - 7.1. **Mail your proposal**, to be received before the proposal due date and time indicated in the RFP document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- 7.2. **Deliver your proposal to City Hall In-Person** before the proposal due date and time indicated in the RFP document.
- 7.3. **Deliver your proposal to the Treasurer's Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the proposal due date and time indicated in the RFP document.



1. Open drop box located at City Hall.



2. Insert SEALED PROPOSAL here.



8. **PROPOSALS SUBMITTED LIST-** The Purchasing Division makes an effort to post the list of submitted proposals to the City of Kalamazoo website within 24 hours after the proposal due date and time at: <https://www.kalamazoocity.org/bidopportunities>. However, in certain cases the posting of the list may extend beyond the 24-hour window.

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You are not required to submit answers on this form and additional information (brochures, illustrations, etc.) will be used in determining qualifications. If not using this form, please follow its format.

1. Firm name: _____
2. Established: _____ Year _____ State _____
3. Type of organization:
 - a. Individual: _____
 - b. Partnership: _____
 - c. Corporation: _____
 - d. Other: _____
4. Former firm name(s) if any, and year(s) in business:

5. Home office business address and telephone number where work will be performed:

6. Branch office(s) if work will be performed there:

7. NOTE: This question applies to your present and predecessor firm(s). If any of the following is yes, describe circumstances on an attachment.
 - a. Has any ambulance contract, to which you have been a party, been terminated?
Yes _____ No _____
 - b. Have you ever terminated an ambulance contract prior to its completion for any reason?
Yes _____ No _____
 - c. Has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf?
Yes _____ No _____
 - d. Has any surety expended monies in connection with a contract for which they furnished a bond on your behalf?
Yes _____ No _____

- e. Are there any judgments, claims, arbitrations, proceedings or law suits pending or outstanding against your organization or its officers?

Yes _____ No _____

- f. Has your organization filed any law suits or requested arbitration with regard to ambulance contracts within the past five (5) years?

Yes _____ No _____

- g. Provide a statement of OSHA safety record. Include fines and violations within the last three (3) years.

- h. Has your firm (or any part of your firm), any owner (or partial owner of your firm), or any person in any way associated with or employed by your firm, ever been barred from providing ambulance service by a Medical Control Authority?

Yes _____ No _____

(If yes, include an explanation and copies of the notice of reinstatement.)

8. Attach a list of all clients for whom similar services have been performed within the last five years. For each client include:

- A. The contracting agency manager's name, address and phone;
- B. The medical director's or medical advisory board's name, address and phone (if the medical control is provided by a physician directly remunerated by your company, please provide the contact information for another physician familiar with the quality of medical care provided by your company);
- C. The number of patient transports conducted from January-December 2023.
- D. A description of the community and the scope of services provided by your company.
- E. The response time performance of your company from January-December 2023. Please define how the response times are measured, provide this in the following format:

Life threatening emergencies:

_____ % responded to in less than 10 minutes.

Non-life threatening emergencies:

_____ % responded to in less than 14 minutes.

Did you use priority medical dispatch during this period? Yes _____ No _____

If yes, starting when and which type? _____

I hereby certify that all of the information provided in the questionnaire is true and answered to the best of my ability.

Signed: _____ Name: _____
Type or Print

Title: _____ Date: _____

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFP will be posted on the City of Kalamazoo website at <https://www.kalamazoocity.org/bidopportunities>. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda. **In order for a proposal to be responsive, all addenda should be returned (signed by the proposer) with the proposal.** If you have already submitted your proposal, acknowledge receipt and acceptance of addenda by signing in the place provided and returning them to the Purchasing Division and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Proposer shall provide all of the information as requested herein with their proposal. **Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City's Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

Proposer shall provide all of the information as requested herein with their proposal. **Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.**

I hereby state that all of the information I have provided is true, accurate, and complete and that I agree to be bound by the terms and conditions. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the KVIAA. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the KVIAA that would tend to destroy or hinder free competition.

The Contractor's identification information provided will be used by the KVIAA for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

I hereby state that I have read, understand and agree to be bound by all terms of this proposal document.

SIGNED: _____

NAME: _____
(Type or Print)

TITLE: _____

DATE: _____

FAX NUMBER: _____

PHONE: _____

EMAIL ADDRESS: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

FOR CITY USE ONLY - DO NOT WRITE BELOW

SCOPE OF WORK AND CONTRACT REQUIREMENTS

Section I - INTRODUCTION AND GENERAL INFORMATION

A. *Preamble*

The KALAMAZOO VALLEY INTERGOVERNMENTAL AMBULANCE ASSOCIATION (KVIAA) was formed as a group of First Responder jurisdictions which value the delivery of high-quality medical care. KVIAA participating jurisdictions join together to ensure that the citizens and visitors of Kalamazoo County receive consistent high-quality emergency ambulance service. The general characteristics of a high-quality emergency ambulance provider include:

- A work force both clinical and non-clinical that is well trained, experienced and acts in a professional, caring and courteous manner with all of their customers, including patients, the patient's family, bystanders, first responders, hospital personnel, and the media.
- A commitment to providing well-maintained and reliable vehicles and equipment that maintains a like-new appearance and operation at all times.
- A commitment to caring about the work force in terms of exemplary diversity, pay and benefits, providing opportunities for professional growth and development and ensuring a safe work environment.
- A commitment to the community in terms of providing community education programs and participating in the life of the community through participation in community-based organizations, boards, committees, and activities.
- A commitment to continuous quality improvement of all phases of the business by being accredited by the Commission of the Accreditation of Ambulance Services.
- A strong history of providing patient-centered clinical outcomes.

B. *Scope*

The KVIAA participating local governments invite sealed proposals for providing ambulance service, without cost to the KVIAA participating local governments, for the treatment and transportation of individuals who are sick, injured, wounded or otherwise incapacitated or helpless within the boundaries of the KVIAA service area to hospitals' emergency care facilities as requested by the KVIAA participating local governments' designated public safety answering point (911 center). Attachment A provides information relating to the emergency medical activities of each participating jurisdiction.

The KVIAA does not guarantee that a minimum number of requests for transport or actual transports will occur. Proposer should be aware that the transportation service would be on an "as needed" basis. The only assurance the KVIAA makes is that if it is determined that the service is required and falls within the boundaries of the KVIAA, the selected provider shall respond to all requests for emergency medical services that are received by the designated public safety answering points (PSAPs) serving the participating local governments through the 911 emergency system, unless otherwise specifically requested by caller.

C. *KVIAA Oversight Board*

Oversight of this contract shall be through the KVIAA Oversight Board. This Board shall consist of the fire or public safety chief or designee from each participating jurisdiction which shall be defined as a

municipality, authority, or area. Example: South County Fire Authority shall be considered one (1) jurisdiction and Kalamazoo Township and Parchment shall be considered one (1) jurisdiction. The amount of votes each participating jurisdiction shall have are defined below:

Calls for Service (CFS)-EMS (Med 1, 2, and 3) CFS for the jurisdiction for the previous year as provided by the Kalamazoo County Consolidated Dispatch Authority divided by 1,000. The number shall be rounded to the nearest 1,000th. The minimum number of votes for a jurisdiction shall be one and the maximum shall be 10.

The Kalamazoo County Medical Control Authority (KCMCA) Medical Director and EMS Administrator shall be non-voting members.

The Board shall be responsible for the overall oversight of the contract and will meet on a regular basis, no less than quarterly. The Board will review response time performance, clinical performance/outcomes, and assign financial penalties as prescribed in this document. The Board will also be responsible for the oversight of other clinical and operational aspects of the contract. The Board will also make recommendations for termination of this contract in the event that a significant default were to occur. A two-thirds majority vote would be required for contract termination.

Section II - Proposal Submission, Evaluation, and Award

A. *Qualifications to Bid*

1. Accreditation by the Commission on the Accreditation of Ambulance Services (CAAS) in a current operational service area and must become CAAS accredited within 24-months of contract award.
2. All dispatchers shall be EMD certified by a KCMCA approved Medical Priority Dispatch Program upon contract award and maintained throughout life of contract.
3. Be able to receive approval from KCMCA within award of the contract.
4. Ability to achieve State of Michigan license – and maintain throughout life of the contract.
5. Proposals will be accepted only from single business entities or single corporations for services to be provided by such entities or corporation. Sub-contracting or assignment of any of the Contractor's responsibilities will not be permitted.

B. *General Submission Information*

1. Procurement Timeframes

The schedule for the KVIAA procurement is outlined below. Failure to comply with any timeframes outlined in the Procurement Schedule may result in automatic disqualification of the proposer. The KVIAA participating jurisdictions reserve the right to amend the Procurement Schedule as desired.

Procurement Schedule

- RFP will be released 7/12/24
- Deadline for meeting questions to the RFP – must be submitted in writing by 8/5/24
- A pre-bid meeting will be conducted and written questions accepted 5:30 PM 8/12/24
- Response to questions and addendum issued as needed (on or before) 8/19/24
- Proposals submission deadline 8/27/24

- Proposals evaluated and award recommendation made
- Contract jointly awarded by KVIAA participating governments
- Contract begins. Earlier if mutually acceptable

September 2024
October 2024
10/31/24

2. Cost of Participation

All costs of participation in this procurement process shall be borne by the proposer. KVIAA participating jurisdictions reserve the right to reject all proposals.

3. Own Expertise and Judgment Required

Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the contract. By “methods”, KVIAA means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each proposer’s strategies and tactics for accomplishing the task. KVIAA recognizes that different proposers may employ different production methods, perhaps with equal success. By allowing each proposer to select, employ, and change its production methods, the KVIAA participating jurisdictions hope to promote innovation, efficiency and superior levels of performance.

4. Estimated Business Volumes

The KVIAA participating jurisdictions specifically make no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long-distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business within the KVIAA service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.

2023 Kalamazoo County Medical Calls for Service								
Call Type/Nature Code	PI - Confirmed Injuries	PI - Entrapment	Rescue-Medical P1	Rescue-Medical P1-ECHO	Rescue-Medical P2	Rescue-Medical P3	Unk Accident	Grand Total
ALAMO	12		144	5	48	104	51	364
BRADY	9	2	132	8	51	59	15	276
COMSTOCK	63	4	726	38	279	537	180	1827
COOPER	21	2	295	13	107	227	21	686
KALAMAZOO	255	11	6165	233	2356	4310	484	13814
KALAMAZOO TOWNSHIP	44	3	1136	47	412	923	99	2664
OSHTIMO	60	2	1488	39	613	907	187	3296
PARCHMENT	5		106	9	34	91	8	253
PORTAGE	99	8	2213	66	943	1606	330	5265
PRAIRIE RONDE	4		34	1	14	24	8	85
RICHLAND	10		186	8	66	124	33	427
RICHLAND VILLAGE	2		46	1	23	24	4	100
SCHOOLCRAFT	17		136	7	55	79	55	349
SCHOOLCRAFT VILLAGE	2		59	4	24	55	3	147
TEXAS	18	2	418	12	185	225	71	931
VICKSBURG	3		194	8	72	154	6	437
WAKESHMA	3		44	3	13	14	4	81
Grand Total	627	34	13522	502	5295	9463	1559	31002

5. Exceptions

Proposers taking material exception to the KVIAA's specifications shall be disqualified. The purpose of the pre-bid conference is to provide clarification of the RFP and its specifications before submission of proposals. If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted at or before the pre-bid conference to obtain a ruling on the matter before submitting the proposal.

6. Official Contacts Only/Requirement to Disqualify

Proposers are advised that all correspondence regarding this procurement should be made in writing to Craig Hull, Senior Buyer, 241 W. South Street Kalamazoo, MI 49007; or by e-mail to purchasing@kalamazoocity.org.

7. Confidentiality of Submitted Material

All material submitted in response to the RFP, including requests for credentials, shall be considered confidential and not available for release to the public or other proposers. This provision is designed to protect the information and a proposer's submissions. Further, it ensures no other proposer has access to competitors' materials prior to, or after proposal submission and/or oral presentations. Allowing access could give a competitor an unfair advantage and jeopardize the competitive effectiveness of this procurement process.

All proposers hereby agree that each KVIAA participating jurisdiction shall retain one complete copy of all submitted materials for its files.

Following the date of the award of the contract, public access to submitted material shall be allowed in compliance with the Freedom of Information Act (MCL 15.231 et seq). However, if any proposer believes their proposal contains confidential or proprietary information, then those specific sections must be so designated. The KVIAA participating jurisdictions shall not have any liability for any release of information made in response to a request filed under the Freedom of Information Act or pursuant to a court order, even if the information released has been designated as confidential or proprietary.

8. Proposal Deposit Required

All proposals shall be accompanied by a proposal deposit (not a bid bond) in the amount of \$10,000.00 in the form of a certified or cashiers check made payable to the City of Kalamazoo, on behalf of all KVIAA participating jurisdictions. This proposal deposit will be returned to any unsuccessful proposers by the City of Kalamazoo within thirty (30) days after the award of the contract unless, upon investigation of credentials and proposals it is determined that the proposer has misrepresented itself or provided false or inaccurate information in the qualification or request for proposal response. In such case, the proposal deposit shall be forfeited and retained by the KVIAA participating jurisdictions. The successful proposer's deposit will be returned upon the signing of the contract. No interest shall be paid on these proposal deposits.

9. Sealed Submission

Each proposer should submit an original, so marked, and three (3) copies of its proposal plus eight (8) electronic versions (flash/usb drive), signed by the proposer's contractually binding authority. All proposals must be sealed and labeled on the outside of the sealed container to show the following: proposal to KVIAA; bid reference number; name of proposer, address of proposer and the name of the primary contact person. Submission must be received at the City of Kalamazoo Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007-4796 by the due date and time stated in the RFP in order to be considered.

10. Questions

Any questions concerning the scope of the ambulance service requirements should be directed to Kalamazoo Department of Public Safety, Chief of Staff, Ryan Tibbets at tibbetsr@kalamazoocity.org. Questions concerning the general submission requirements should be directed to Craig Hull, Senior Buyer, at purchasing@kalamazoocity.org. However, this does not relieve proposers from the requirements of Page 3, Item 3.

C. *Mandatory Table of Contents*

In order to ensure that the evaluation of the proposals is as equitable as possible, all proposals shall be submitted in the following format. Order and numbering conventions should be consistent with the required table of contents. The proposals will be scored in comparison with other proposer's offerings for each section identified below. All pages will be consecutively numbered.

Table of Contents

Executive Summary

Proposal Narrative

- A. Organizational structure, State of Michigan license and local medical control
- B. Personnel-to include level of licensure and credentials
- C. Equipment and Supplies
- D. Vehicles and Vehicular Maintenance
- E. Response Time Performance
- F. Dispatch Operations and Communications
- G. Field Operations
- H. Disaster and Domestic Preparedness
- I. Professionalism
- J. EMS Information System
- K. Community Service
- L. Charges for Service
- M. Business Practices and History
- N. Accreditation
- O. Continuous Quality Improvement

Completed Qualifications Questionnaire

Attachments of Required Forms (RFP Attachments B-F)

- I. Appendices of Supporting Documents
- II. Qualifications Questionnaire with Signed Proposal Page

D. *Proposal Format and Description of Required Contents*

The proposal should be organized as described above. The proposal shall begin with a 2-page (shall not exceed) Executive Summary. A Proposal Narrative shall follow and be limited to 40 pages. The Proposal Narrative should be succinctly written with the core requirements described in Section III included. The Proposal Narrative is intended to be a stand-alone document and will serve as a primary source of information for the review committee. The Proposal Narrative should be single spaced with size 12 standard font used. Photographs, tables, graphs may be included in either black and white or color but the total number of pages must not exceed 40. Required forms (RFP Attachments B-F) should follow the Proposal Narrative and will not count toward the 40-page limit. Additional supporting documentation should be included as Appendices.

The Qualifications Questionnaire with the proposal signature page must also be submitted with your sealed submission.

The review committee will use this information as they deem necessary to support the evaluation of each section of the Proposal Narrative. It should be stressed that all critical information should be included in the Proposal Narrative. The Appendices should support this information.

E. *Evaluation of Proposals*

During the evaluation phase, proposals will be evaluated by the review committee to ascertain which proposals address all requirements of the RFP and to prepare technical and financial analysis to document the adequacy of the proposals. Proposals determined to be technically non-responsive shall be eliminated at this point. Once the qualified proposals have been determined, the review committee may interview selected proposers to clarify specific matters presented in the proposals. The review committee will use information gained during these discussions, and information presented in the proposal, to rank proposals in accordance with the criteria stated in the RFP.

1. Composition of the Review Committee

The Review Committee is selected and approved by RFP Development Committee. Members of the RFP Development Committee will not serve on the review committee but will be available for technical support.

The Review Committee is expected to consist of members as described below:

- a. Not more than two members from each of the KVIAA participating jurisdictions serving without bias to any bidding or non-bidding ambulance service;
- b. One individual from outside Michigan experienced in EMS operations;
- c. An EMS medical director from Michigan not affiliated with the current system;
- d. An EMS medical director from outside Michigan not affiliated with the current system;
- e. All Review Committee members will be expected to sign a nondisclosure agreement.

2. Staff and Legal Support

Neither staff nor legal advisors of the RFP Development Committee or Kalamazoo County Medical Control Authority (KCMCA) shall serve as members of the selection committee but may be asked to provide technical support for the committee.

3. Investigation

Investigations of proposers' submissions and services may be conducted as deemed necessary by the participating KVIAA jurisdictions. This may include a site visit(s) should this be desired.

4. Oral Presentations

The selection committee may require oral presentations. These presentations will be conducted at a location to be determined by the KVIAA participating jurisdictions at a time and date prescribed by the Review Committee.

5. Scoring Methodology

The scoring criteria will be based upon a point system with points allocated to each category in the required outline format of the proposal. Each proposal shall be separately and independently scored by each selection committee member as follows:

- a. *Evaluate.* Each member of the selection committee shall individually evaluate submissions relating to a single category. (e.g. Dispatch Operations and Communications).
- b. *Identify the strongest submission and assign maximum points.* On the basis of that comparison, each committee member shall identify the strongest submission in that category and shall award to that proposer the maximum points shown for that category.
- c. *Award relative points to other submissions.* Having assigned the maximum possible points to the strongest submission, each individual committee member shall then award lesser points to the other proposals in that category, consistent with such member's assessment of the relative strengths of the competing proposals, on that category only.
- d. *Repeat process for all criteria.* Each individual committee member shall then repeat steps a.-c. until scores have been assigned for all categories shown on the scoring sheets.
- e. *Calculate proposal scores.* When all committee members have completed the scoring process, the score sheets shall be collected and independently tabulated by City of Kalamazoo Purchasing Division.
- f. The KVIAA Development Committee will evaluate the scores provided by the Review Committee and reach a collaborative decision. The KVIAA Development Committee will then make their recommendation to each participating jurisdiction as the tentative winner of this process, pending any necessary verification. Upon approval of the governmental participants, a joint contract will be signed by an authorized official of each participating jurisdiction and the winning agency.

F. Scoring Criteria

It is KVIAA's specific intent that clinical and operational quality of service be the primary factor in this procurement. Therefore, the scoring methodology includes the opportunity for points to be awarded to those proposers whose service quality is independently judged on an objective basis to be clearly superior.

	<u>ITEM</u>	<u>Points</u>
A.	Organizational structure	Yes/No
B.	Personnel	150
C.	Equipment and Supplies	100

D.	Vehicles and Vehicular Maintenance	125
E.	Response Time Performance	50
F.	Dispatch Operations and Communications	100
G.	Field Operations	75
H.	Disaster and Domestic Preparedness	25
I.	Professionalism	25
J.	EMS Information System	50
K.	Community Service	50
L.	Patient Charges for Service	150
M.	Business Practices and History	50
N.	CAAS Accreditation	Yes/No
O.	Continuous Quality Improvement Program	50
TOTAL:		1000

Section III - Proposal and Contract Requirements

A. **Organizational Structure, State of Michigan License and Medical Control**

All proposals must provide a detailed organizational structure. Key positions, the names of the individuals in those positions, and lines of control should be identified.

The participating governments of KVIAA recognize the need for value and importance of full accreditation for the contracted ambulance service by the Commission of the Accreditation of Ambulance Services (CAAS). Therefore, the KVIAA requires that the Contractor be CAAS accredited. The Contractor must maintain CAAS accreditation throughout the contract period.

The Contractor must be licensed by the State of Michigan and afforded medical control by the Kalamazoo County Medical Control Authority (KCMCA) prior to the beginning of the contract. Agencies not currently operating within Kalamazoo County are encouraged to submit a proposal. Out of county agencies are not required to be preauthorized by KCMCA and are discouraged from making application to KCMCA until after they are awarded the contract. This RFP was developed in consultation with KCMCA and is intended to meet or exceed KCMCA requirements. KCMCA will accept the winning agency's proposal as the basis for an application for medical control. KCMCA has agreed to make evaluation of the agency awarded this contract a high priority with the intent to afford medical control prior to the contract implementation date.

KCMCA is currently funded in part through voluntary contributions from transporting agencies. For the July 2024 to June 2025 KCMCA Fiscal Year, Kalamazoo County's two ambulance services together are anticipated to contribute a total of \$44,000 to the KCMCA Budget. One quarter of this amount (\$11,000) is apportioned evenly in the amount of \$5,500 for each of the two agencies. The remaining three quarters (\$33,000) is allocated based on the percent of the county population receiving primary 911 coverage from the agencies. In the event an additional ambulance service is licensed in Kalamazoo County, it is anticipated that the formula will be adjusted to represent the additional service and any change in primary 911 coverage. It is also anticipated that annual changes in the total amount of funding from transporting agencies will be adjusted based on the Consumer Price Index in the preceding year as published by the US Bureau of Labor Statistics. The Contractor must agree to provide financial support to KCMCA based upon this funding formula.

Proposal Requirement: *All proposals must include a completed Medical Control Form (Attachment B) identifying all Michigan medical control authorities the bidder has been approved to operate in within the last ten years. The proposer should include information on all affiliated companies operating under different names but partially or wholly owned by the same parent corporation. The proposal must indicate a willingness to contribute to KCMCA as noted above.*

B. **Personnel/Staffing**

The KVIAA participating local governments believe that the quality of an ambulance service is first and foremost dependent upon the quality of its personnel. The KVIAA desires a Contractor with high quality field and support personnel. Personnel should be afforded competitive wages and benefits compared to similar communities in Michigan. An experienced workforce is desirable as is evidence of high employee retention. The Contractor is expected to demonstrate a commitment to employee fitness and wellness. Contractor field personnel are expected to be professional in appearance and appropriately groomed at all times.

The Contractor must comply with KCMCA initial and ongoing credentialing requirements. This includes initial and ongoing training activities, completion of online educational modules, periodic knowledge and skill assessments, and other similar activities as specified in KCMCA protocols. KCMCA will work with any Contractor not currently operating within Kalamazoo County to expedite onboarding of new personnel to assure sufficient qualified personnel are available at the time contract is initiated.

Proposal Requirement: All proposals must include completed Personnel Compensation Profile (Attachment C), Personnel Fringe Benefit Overview (Attachment D), and Personnel Diversification Program (Attachment E). Do NOT include any agency identifying information on these documents.

C. Equipment and Supplies

KVIAA participating local governments expect the Contractor will have available high quality medical equipment and that such equipment will be well maintained. Proposals shall include detailed information on equipment that will be used, including maintenance practices. Information provided in the narrative should provide an overview of current and planned equipment as well as maintenance practices. Attachment F should be completed identifying current cardiac monitoring and defibrillation equipment, including any means used by the organization for quality improvement. Kalamazoo County Medical First Responder agencies currently use Stryker CR2 automated external defibrillators (AED). Contractor is expected within six months of starting the contract to have monitor/defibrillators that are readily compatible with the Stryker CR2 AED. Commitment to upgrading to the new Stryker LIFEPAK 35 within the first 24 months of the contract is desirable. All advanced life support cardiac monitor/defibrillators will be capable of audio recording and will be uploaded to KCMCA along with other standard monitoring data within 24 hours of completion of the EMS call. Throughout the duration of the contract, equipment will be upgraded as required by KCMCA.

The Contractor is expected to comply with all State of Michigan and KCMCA requirements pertaining to equipment. Additionally, KVIAA requires the Contractor to provide the following pieces of equipment/practices within a mutually agreed upon amount of time after the start of the contract:

1. Equipment required by the State of Michigan for vehicle licensure level
2. 12-lead EKG monitor / bi-phasic defibrillator
3. ALS monitor compatibility with Kalamazoo County Stryker CR2
4. Electronic non-invasive blood pressure monitor
5. Active assailant bag compliant with KCMCA standards
6. Mobile and portable radios that are fully interoperable with applicable Kalamazoo County public safety frequencies (VHF) and talkgroups (MPSCS)
7. Interface with KCMCA for Quality Assurance monitoring

The above equipment shall be acceptable to both the KVIAA participating local governments and KCMCA for inspection.

It is recognized that frequently EMS personnel are required to provide basic and advanced medical care in potentially dangerous environments such as motor vehicle crashes, industrial accidents, active shooter, hazardous materials, and technical rescue incidents. To ensure that Contractor's personnel are able to assist first responders in such environments, the Contractor must, at the time of contract award, provide personal protective clothing for its responding personnel. Such equipment shall include a blue helmet (meeting NFPA standards), ballistic protection, eye protection, single-shelled leather gloves, flame

retardant clothing such as cover-alls or firefighting style coat which shall be worn as designated by participating KVIAA member agencies. It is not the intent of the KVIAA that Contractor's personnel participate in firefighting activities but rather be able to provide, in concert with fire and rescue personnel, medical care in potentially dangerous environments as noted above. ANSI approved traffic safety vests shall be immediately provided and worn when appropriate.

KVIAA believes that optimal interagency operations are facilitated when all personnel are familiar with the medical equipment and supplies. Furthermore, it is recognized that the costs of the various expendable medical supplies are included in the bundled charges of ambulance services. Therefore, the Contractor is required to provide KVIAA agencies and KCMCA's Medical Support Unit(s) with replacement quantities of the following expendable medical supplies. This replacement is frequently done while at a scene.

Any equipment that is required by the
State of Michigan or KCMCA in the
future
Oral pharyngeal and nasal pharyngeal
airways
Naloxone
Oral Glucose
Superglottic Airways
Megamovers
Colormetric Capnography
Disposable adult and pediatric bag-

valve mask ventilators
Oxygen, oxygen tubing and various
masks
Adjustable cervical collars
Bandages, dressings, and similar soft
tissue supplies
Disposable non-latex gloves
Cardiac defibrillation pads that fit
current AEDs

Contractor must agree to provide replacement supplies in a timely manner upon request by a KVIAA agency or KCMCA's Medical Support Unit. Expendable supplies will be replaced at no cost to KVIAA agencies or KCMCA for all 911 EMS incidents and all non-911 incidents involving Contractor.

D. Vehicles and Vehicular Maintenance

The KVIAA participating local governments expect the Contractor to operate a fleet of highly reliable, well-maintained vehicles at all times. The KVIAA participating local governments believe that optimal care for critically ill or injured and multiple patients are best provided in larger, modular ambulances (type I or III). Therefore, the KVIAA prefers the use of type III units. The Contractor must have in all life support units a vehicle performance and safety monitoring system that records operational data for each ambulance. Such system must be approved by the KVIAA Oversight Board and Medical Control and the data collected must be made available to the KVIAA Oversight Board upon request.

Contractor shall describe in detail in the Proposal Narrative the preventative maintenance program that will be used for all ambulances. The actual maintenance program must be included as an appendix. The Contractor shall include a description of the Contractor's current fleet to include ambulance type, chassis and age, and the proposed fleet to be used in Kalamazoo; the credentials of the maintenance personnel and the credentials of the chief of maintenance; driver training program used, outline of driver oversight program, and vehicle replacement policies. Contractor agrees to immediately remove from service any vehicle or piece of equipment that has a safety defect or the KVIAA Oversight Board or Medical Control requests because of appearance without undue delay.

E. Response Times

Response time performance standards are based upon the geographic areas designated as Zone 1 and Zone 2 and the priority of the call as determined by the Emergency Medical Dispatcher. Response time performance as determined by the applicable KCMCA EMS Dispatching and Response Protocol shall have the ambulance on the scene within the time interval specified below. The response time interval is defined as beginning with the receipt of the call at the ambulance dispatch center and ending with the ALS vehicle arriving on the scene. Arrival on the scene is considered when the vehicle is stationary and at the correct address. In situations in which the responding unit is to stage, arrival at the staging area shall constitute arrival on scene. The time interval shall be reported and evaluated to the nearest second (e.g. a response of 10 minutes meets the priority 1 Zone 1 requirement and a time of 10 minutes 10 seconds does not).

Response time compliance will be maintained using a computer-aided dispatch system. Fractal response time reports shall be evaluated monthly for the entire contracted service area and for each jurisdictional area. The reports shall be submitted to the KVIAA Oversight Board in an approved format and received seven days prior to the meeting as determined by the Oversight Board. The Contractor agrees to allow the KVIAA Oversight Board (or their designee) to audit the response time records at the Contractor's expense at any time.

Reports shall be based upon the KCMCA response time directives (current standards below). Changes may be implemented by KCMCA. Penalties for failure to achieve response time performance are defined under Section IV. Expected performance for the overall contracted service area and for each participating jurisdiction shall be:

Response Zones

Zone 1	Zone 2
City of Galesburg	Alamo Township
City of Kalamazoo	Brady Township
City of Parchment	Charleston Township
City of Portage	Climax Township (and Village of Climax)
Comstock Township	Cooper Township (D Avenue and North)
Cooper Township (D Avenue and South)	Pavilion Township
Kalamazoo Township	Prairie Ronde Township
Oshtemo Township	Richland Township (and Village of Richland)
Schoolcraft Township (W Avenue and North)	Ross Township
Texas Township	Schoolcraft Township (W Avenue and South)
Village of Schoolcraft	Village of Augusta
Village of Vicksburg	Wakeshma Township

Emergency Medical Call Processing Time Targets

	Zone 1		Zone 2	
Priority	Time Interval	Compliance	Time Interval	Compliance
1	≤ 10:00	≥ 90%	≤ 14:00	≥ 90%
2	≤ 14:00	≥ 90%	≤ 16:00	≥ 90%
3	≤ 20:00	≥ 90%	≤ 20:00	≥ 90%

The arrival of an EMS supervisor in a licensed ALS unit shall qualify as arrival on scene for purposes of calculating response time intervals. In such cases, the transporting ambulance shall be on scene within the time specified above for Priority III responses. When responses are upgraded or downgraded by on-scene units or by other appropriate available information, the response time expectation shall be that based on the final response priority.

F. Dispatch Operations and Communications

The Contractor shall comply with all approved KCMCA protocols pertaining to Emergency Medical Dispatch (EMD). All calls are to be prioritized and pre-arrival instructions provided (where appropriate) in accordance with KCMCA.

The Contractor will integrate their 911 dispatch operations into this system in a manner acceptable to the KVIAA Oversight Board and the Kalamazoo County Central Dispatch Authority (KCCDA). KCCDA may perform the EMD function in the future.

The Contractor shall have in place a computer-assisted dispatch (CAD) system capable of receiving automated number location (ANI) and automated location information (ALI) from all KVIAA PSAPs. ALI / ANI information may be provided as a formal Secondary PSAP or through direct modem connections between dispatch centers. This requirement is contingent upon approval from the appropriate dispatch authority.

The Contractor shall have in place a global position satellite (GPS) vehicle tracking system. This system shall allow the KVIAA Oversight Board and KCMCA representatives to remotely monitor the Contractor's vehicle location and status via modem, internet, or other means.

Contractor shall provide a plan acceptable to the KVIAA Oversight Board for emergency back-up in the event of a mechanical failure or unforeseen disaster that would render the EMS dispatch system useless. The proposal shall include an attachment that includes documentation of all critical components of the system (i.e., copy of maintenance contract).

To facilitate interagency communications, the Contractor must maintain radio communication capabilities between the Contractor's dispatch center, field units, and the KVIAA participating agencies and TAC channels. Specifically, the Contractor's dispatch center and field units must have the ability to transmit and receive on the KVIAA agencies' primary radio frequencies. Additionally, the Contractor's units and dispatch center must be able to transmit and receive on the Kalamazoo County Emergency Management frequency, and with all agencies on either an 800MHz digital radio or narrow-banded VHF frequency. Additionally, the Contractor is expected to routinely monitor and operate on the KVIAA agencies' primary frequencies, both the dispatch center and field units.

G. Field Operations

Contractor shall demonstrate their ability to achieve the response time standards. This should include the usual and minimum number of units during peak and off-peak times as well as the usual and minimum number of unit hours per week. Units deployed to serve the contracted service area may be used for serving other non-participating jurisdictions as well as for local, non-emergency uses. However, provisions should be made for units committed to out of county non-emergency and inter-facility transports. Proposals must include evidence of past performance in other EMS systems.

The Contractor must provide a dedicated unit(s) to stand-by at the scene of fires and other emergencies at no charge to the participating jurisdictions. Operations at such scenes shall be under the incident command system. EMS units on stand-by shall participate in personnel rehabilitation activities as directed by the incident commander or their designee. Contractor is expected to call in off-duty personnel as needed for major or prolonged incidents so as to maintain service to the participating jurisdictions as well as the operational needs at the scene of the emergency.

H. Disaster and Domestic Preparedness, Tactical EMS and Hazardous Materials Support Team

Contractor must agree to actively participate in disaster and domestic preparedness planning activities and exercises. It is expected that the Contractor (EMS Supervisor or higher) will regularly attend County Disaster Planning and Domestic Preparedness activities. Additionally, the Contractor is expected to fully participate in County and jurisdictional disaster exercises (at least 20-unit hours per year) at no cost to the KVIAA participating local governments. The Contractor must have mutual aid agreements with regional ambulance services.

Contractor shall participate in regional disaster plans to provide resources to areas outside of the service area when requested in accordance with a recognized disaster plan. During the course of such disasters, the Contractor shall suspend non-emergency transport work that is not required because of the disaster and to provide assistance without compromising responses to the community.

Contractor is expected to provide a trained Tactical EMS (TEMS) Team to support the Kalamazoo Department of Public Safety and affiliated Kalamazoo County Law Enforcement agencies during incidents, exercises, and training of the Metro SWAT Team, KDPS Bomb Squad, and any other specialty law enforcement teams affiliated with the KVIAA jurisdictions. Contractor is expected to provide personnel for regularly scheduled training sessions as requested by KVIAA officials. Additionally, the Contractor will provide support to the Kalamazoo County Hazardous Material Response Team and the Kalamazoo County 5th District Technical Rescue Teams during training, exercises, and actual incidents as requested.

I. Professionalism

It should be recognized that the Contractor's personnel are representing the participating KVIAA local governments. Contractor's personnel are expected to demonstrate professional and courteous behavior at all times while in uniform and maintain a professional appearance in terms of grooming, hygiene, and clothing. Contractor's on-duty and uniformed personnel shall not use tobacco products in public or in vehicles. Contractor's personnel are expected to deal professionally with the public regardless of age, sex, race, ethnicity, religious preference, sexual orientation, or financial means.

J. EMS Information System

KCMCA requires all transporting agencies to participate in a comprehensive electronic EMS information system. The KVIAA expects the Contractor to fully participate in this system. All EMS responses by the Contractor in the KVIAA service area shall be properly entered into this system. Pending a request from any KVIAA participating agency, the Contractor shall provide EMS data in electronic format for use in local EMS quality improvement, contract monitoring, and community health assessment. Such information shall not include specific identifiers of patients or personnel and will be considered confidential by the KVIAA agencies. Additionally, KVIAA participating agencies may request from the

Contractor specific paper reports regarding EMS activity within their jurisdiction. Additionally, proof of regular submission to State of Michigan reference call volume may be requested.

KCMCA requires all ambulance services to submit complete patient care reports electronically to the Michigan EMS Information System (MI-EMSIS) on a daily basis using a state-approved EMSIS application. The KVIAA expects the Contractor to fully participate in this system. All EMS responses by the Contractor in the KVIAA service area shall be properly entered into this system.

K. Community Service

The Contractor is expected to make available to the citizens of the KVIAA service area public education programs including courses in use of 911, CPR, injury prevention, and other appropriate offerings. Such courses shall be offered at a reasonable cost to the participants.

All proposals shall include examples of community service and how these programs benefited said communities, particularly communities with economic challenges.

L. Charges for Service

All proposals must include a description of all fees for emergency, non-emergency, and transfers, including medical inter-facility and non-inter-facility transfers. These shall include BLS, ALS Level I, and ALS Level II fees as well as fees for mileage. The Contractor shall make available subscription programs for KVIAA citizens and is encouraged to honor other ambulance service subscriptions during the transition period. Such programs shall be described in the proposal. Contractor may request changes in fees for service to the KVIAA Oversight Board. Such requests shall not take effect until 12 months after the agreement commences. The requests shall include justification for the request. The request must be approved by KVIAA prior to taking effect. Contractor is required to fully participate in Medicare and Medicaid programs. At no time is Contractor permitted to request payment for service prior to care or transport of emergency / 911 patients. No emergency / 911 patient requesting transport to a Kalamazoo County hospital is to be denied such transport based upon their ability to pay for service.

Contractor is permitted to automatically adjust fees annually based on the Consumer Price Index in the preceding year as published by the US Bureau of Labor Statistics, or other index of inflation approved by the KVIAA Oversight Board. The Contractor will notify KVIAA members of any such adjustment in fees prior to implementation. The Contractor may request additional adjustments in fees for service to the KVIAA Oversight Board, providing rationale for such additional adjustments. Such additional proposed adjustments to fees for service are subject to approval by the KVIAA Oversight Board prior to implementation.

M. Business Practices and History

Proposals shall include description of business history and practices. Proposals shall include written details if the company or officers in the company have been cited for or ruled against by courts or regulating agencies in regards to business procedures or practices in the previous ten years, including the status of any current or ongoing legal actions.

Proposals shall explain their accounts receivable collections policies and the process used for dealing with individuals financially unable to pay bills for service. Descriptions of the process used to resolve consumer complaints shall be provided in the proposal.

N. *Accreditation*

The participating governments of KVIAA recognize the need for value and importance of accreditation for the contracted ambulance service by the Commission on Accreditation of Ambulance Services (CAAS). Therefore, the KVIAA requires that the Contractor be CAAS accredited for Kalamazoo County within 24 months of initiation of contract. Proposals will be accepted from non-CAAS accredited services provided the service includes in the proposal evidence of how Contractor will meet all CAAS standards. In the event a Contractor not CAAS accredited for Kalamazoo County is selected, the Contractor must become CAAS accredited within 24 months of the initiation of the contract. During this period, the Contractor must be in full compliance with CAAS standards. An extension may be granted by the KVIAA Oversight Board for delays beyond the control of the Contractor. The Contractor must maintain CAAS accreditation throughout the contract period. Preference will be given to agencies who have demonstrated CAAS accreditation in areas outside of Kalamazoo County.

O. *Continuous Quality Improvement Program*

An effective continuous quality improvement (CQI) program is crucial to the delivery of high-quality emergency health services. The CQI program must address both clinical and non-clinical areas. The proposer must include a detailed description of their CQI program as well as how they intend to interface with the external KCMCA CQI program.

P. *Minimum Ambulance Availability*

The Contractor shall maintain a minimum number of staffed ambulances (BLS and/or ALS) to serve Kalamazoo County (including non-KVIAA member jurisdictions) based on the ability to reasonably meet hourly demands for ambulances for 911 (and other emergency) responses to EMS incidents. The minimum number of staffed ambulances on an hourly basis will be specified quarterly by the Contractor and subject to approval by the KVIAA Oversight Board, with input from KCMCA. The Contractor will assure that the minimum number of staffed ambulances are in place at all times. This may include, when necessary, use of mutual aid from outside of Kalamazoo County provided ambulances are located within Kalamazoo County and are available to respond.

Q. *Emergency Reserve Ambulances*

Given the importance of having sufficient numbers of ambulances available to reasonably respond to multi-casualty incidents (MCI) within Kalamazoo County, the Contractor will develop and implement, subject to approval of the KVIAA Oversight Board, a plan to provide at least three (preferred) emergency reserve ambulances (BLS equipped), to be located within Kalamazoo County at staffed fire stations (or other comparable locations approved by the KVIAA Oversight Board). These emergency reserve ambulances will be capable of being operated by authorized fire department personnel to augment the ambulance resources available during an MCI or other special circumstances in which a delay in on-duty ambulance response (including timely mutual aid response) may adversely impact patient care. The emergency reserve ambulance plan may be phased in over a three-year period, with at least one emergency reserve ambulance being added in each of the first three years of the contract (subject to ambulance availability). Emergency reserve ambulances may be owned by the Contractor and/or donated, loaned, or otherwise provided to the hosting department.

Section IV - Contract Terms and Conditions

A. *Insurance Indemnity Provisions*

Throughout the term of the contract, the Contractor shall meet or exceed the following requirements:

1. Prior to the time the Contractor is entitled to commence any part of the project, work or service under the contract, the Contractor shall procure, pay for and maintain the minimum insurance coverages and limits as provided for in the RFP. This insurance shall be evidenced by delivery to KVIAA of: (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to KVIAA participating jurisdictions and licensed or permitted to write insurance by the Michigan Office of Financial and Insurance Services. These insurance certificates shall list coverages and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies. And, (b) a certified copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term of contract.
 - a. Commercial general liability insurance, including but not limited to, commercial owner and Contractor protection, operational products, completed operations, property and personal injury, with limits of not less than \$1,000,000.00 per occurrence, and, \$2,000,000.00 annual aggregate. Coverage shall be on “an occurrence basis,” and the policy shall include broad form property damage coverage, and fire legal liability of not less than \$100,000.00 per occurrence, unless otherwise stated by exception herein.
 - b. Professional medical liability insurance including errors and omissions with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
 - c. Worker’s Compensation coverage to statutory limits as required by law; employer’s liability insurance of not less than \$1,000,000.00 bodily injury by incident; and \$1,000,000.00 bodily injury by disease for each employee.
 - d. Comprehensive automobile liability covering all vehicles used under the contract for owned, hired, and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit for bodily injury (including death) per occurrence, and property damage of not less than \$1,000,000.00 per occurrence. Coverage shall include personal injury protection (PIP) as required by Michigan statutes. Coverage shall also include coverage for loading and unloading hazardous waste unless covered under the general liability or professional liability insurance above.
 - e. Automobile physical damage insurance for comprehensive and collision covering all vehicles provided to KVIAA and used under this contract. The Contractor shall provide the primary insurance coverage for all vehicles used under this contract regardless of actual vehicle ownership.
 - f. Medical payment coverage at a per person limit of not less than \$100,000.00.
 - g. Uninsured and underinsured motorist coverage of at least \$250,000.00 shall be provided.
 - h. “Umbrella” coverage in the amount of at least \$5,000,000.00 shall be provided as additional coverage to all underlying liability policies (including Professional Liability). This policy may be written as a “Form Following Excess” policy.
2. Endorsements Required
Each insurance policy shall include the following conditions by endorsement to the policy:
 - a. Sixty (60) days prior to the expiration, cancellation, non-renewal or any material change in coverage or limits on any policy, a notice thereof shall be sent to KVIAA at its address of record by the insurer. The Contractor shall also notify KVIAA in a like manner within

- twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer. Nothing shall absolve the Contractor of this requirement to provide notice.
- b. Companies issuing the insurance shall have no claims against KVIAA for payment of premiums or assessments of deductibles, which are the sole responsibility and risk of the Contractor.
 - c. All such policies shall name KVIAA, its Board, officers, Medical Director, employees and all Beneficiary and Non-beneficiary Jurisdictions as additionally named insured.
3. All insurance shall be maintained with companies:
- a. Holding a “general policy holders rating” of “A; X” or better, as set forth in the most current issue of “Best Insurance Guide” or a comparable rating from other reputable rating organizations;
 - b. Licensed or permitted to operate in the State of Michigan; and
 - c. In good standing with the Michigan Office of Financial and Insurance Services.
4. Self-Insured Risk

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and on-going monitoring by KVIAA and its legal counsel. In addition to any assurances required by KVIAA under this provision, as initially agreed prior to final award of the contract, the following items shall be met to KVIAA’s satisfaction:

- a. Potential fiscal liability associated with the risk to be assumed by the Contractor must be reasonable and limited to an amount which would, if realized, not impair the Contractor’s ability to perform under the contract. The coverage contemplated shall at a minimum be equivalent to the coverage required under paragraph 1 above.
- b. Throughout the term of the contract, KVIAA shall be immediately notified of any major claims, the amount reserved against potential claims, and other program changes that may adversely affect the Contractor’s ability to provide insurance against potential risks as required in the contract. KVIAA shall receive a monthly status report of all open claims.
- c. The self-insured program meets and complies with all applicable laws and regulations.
- d. The same requirements and conditions outlined in paragraph B.2 and B.3 (below) shall apply to all excess insurance coverage carried.

B. Indemnification

The Contractor (as indemnitor) is required to indemnify, defend, save, and hold KVIAA and KCMCA and assigns (as indemnitees) harmless from and against in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and regulated obligations (collectively, the “claims”) arising from or related to acts and omissions of the Contractor in its performance or non-performance under the contract, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interests levied and other reasons of the direct or indirect actions of the Contractor. These obligations will survive and remain in force after the expiration or termination of the contract and are unlimited; provided, however that these obligations are not intended to cover claims against KVIAA and/or KCMCA arising solely from KVIAA's and/or KCMCA's own negligence or intentional misconduct period. For purposes of this section, KVIAA shall include KVIAA and the KVIAA participating agencies' officers, employees, and elected or appointed officials. Similarly, for purposes of

this section, KCMCA includes KCMCA officers, employees, elected or appointed officials, the medical director, and the parent organizations.

The following provisions shall control the indemnity and defense obligations set forth above:

1. Defense - The Contractor at its cost and expense shall fully and diligently defend KVIAA and KCMCA against any claims brought, investigations undertaken or actions filed which relate to claims for which KVIAA and KCMCA are indemnified. The Contractor shall employ qualified attorneys, selected by KVIAA and KCMCA to appear and defend the claim or action on behalf of KVIAA and KCMCA. The Contractor, acting in good faith and in the best interest of KVIAA and KCMCA, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability or settlement of any claims or actions against KVIAA and KCMCA so long as such compromise or settlement does not impose a liability on KVIAA or KCMCA not fully covered and satisfied by the indemnity provided by this section or, in KVIAA and KCMCA judgment, subject KVIAA and/or KCMCA to any material adverse order, judgment or decree which impairs its image or ability to operate its business as previously conducted. Otherwise, KVIAA and/or KCMCA reserve the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. The Contractor shall inform KVIAA / KCMCA on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of KVIAA / KCMCA.
2. Cooperation of Parties and Notice of Claim - The Contractor and KVIAA shall each provide the other prompt written notice of any audit or review of any actual or threatened claim, or any statement of fact coming to the attention of one of the parties that is likely to lead to a claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review in defense of any such claim.

C. Performance Security

Due to the importance of emergency medical services, KVIAA must do everything possible to eliminate the potential for system failure. Ambulance service is too essential, whether provided by a public or private agency, to be left to chance. Accordingly, a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of failure.

KVIAA will use a combination of performance security provisions to safeguard the public whom we serve. Participating governments of the KVIAA have the right to terminate the contract for non-performance.

1. Continuous Service Delivery

Contractor expressly agrees that, in the event of contract default by the Contractor the Contractor will work with KVIAA to ensure continuous delivery of services, regardless of the underlying causes of default. The Contractor agrees that there is a public health and safety obligation to assure that KVIAA is able to provide uninterrupted service delivery in the event of default even if the Contractor disagrees with the determination of the default.

2. Performance Letter of Credit or Cash Escrow Account

Contractor will deposit with the City of Kalamazoo (on behalf of all jurisdictions) an annually renewable performance letter of credit or cash escrow account in a form satisfactory to the participating governments of the KVIAA. The amount of the performance letter of credit or cash escrow account shall be \$1,000,000. It must be issued by a federally insured (FDIC) banking institution with a debt rating of: 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or, have a comparable rating by another approved rating system. The federally insured banking institution, on which the performance letter of credit is drawn, shall be acceptable to the participating governments of the KVIAA.

The performance letter of credit or cash escrow account shall be used to ensure the operation of the ambulance service, including but not limited to, any necessary rebidding, negotiation or related administrative expenses, should KVIAA terminate the contract because of default.

3. Notice of Change is Required for Performance Letter of Credit

Any performance letter of credit shall contain the following endorsement: "at least sixty (60) days prior to cancellation, replacement, failure to renew, or material alteration of this performance letter of credit, written notice of such intent shall be given to KVIAA by the financial institution. Such notice shall be given by certified mail to Purchasing Manager, City of Kalamazoo."

4. In the event KVIAA terminates the contract for cause in accordance with its terms, the Contractor shall forfeit the full amount of its performance security as liquidated damages.

D. Contractor Default and Provision for Termination of the Contract

Conditions and circumstances that constitute default of the contract may include the following:

1. Failure of the Contractor to operate the system in a manner which enables the participating KVIAA governments and the Contractor to remain in compliance with federal or state laws, rules, or regulations, and with the requirements of KCMCA;
2. Falsification of information supplied by the Contractor during or subsequent to this procurement process, including by the way of example, but not by way of exclusion, altering or falsification of any other data required under the contract;
3. Failure of the Contractor to provide data generated in the course of operations, including by the way of example, but not by way of exclusion, dispatch data, and response time data;
4. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
5. Repeated failure of the Contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
6. Repeated failure of the Contractor to maintain equipment in accordance with manufacturer recommended maintenance practices and KCMCA protocols;

7. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial party of its property; or commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute;
8. Failure of the Contractor to cooperate with and assist KVIAA agencies after default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond the Contractor's reasonable control;
9. Acceptance by the Contractor of any of the Contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's employees could reasonable by construed as a violation of federal, state or local law;
10. Payment by the Contractor or any of the Contractor's employees of any bribe, kickback or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could reasonably be construed to be a violation of any federal, state or local law;
11. Repeated failure of the Contractor to meet the system standard of care as established by KCMCA;
12. Failure of the Contractor to maintain insurance in accordance with the contract;
13. Persistent failure of the Contractor to meet response time requirements as set forth in the contract where persistent failure is defined as a continued pattern of breaches, that are not addressed or corrected despite repeated requests or attempts;
14. Response time discrimination within any of the KVIAA participating governmental units as set forth in the contract;
15. Failure to maintain a performance letter of credit or cash escrow account upon the terms and in the amount specified in the contract;
16. Failure to submit reports and information under the terms and conditions outlined in the contract;
17. Any other failure of performance, clinical or other required in the contract and which is determined by the KVIAA Oversight Board to constitute a default or endangerment to public health and safety;
18. Any failure of the Contractor to comply with remedies for contract breaches, including payment of financial penalties.

E. KVIAA's Remedies

If conditions or circumstances constituting default as set forth in Section D above exist, KVIAA shall have all rights and remedies available at law in equity under the contract, specifically including the right to terminate the contract. KVIAA's remedies shall be cumulative and shall be in addition to any other remedy available to KVIAA.

F. Provisions for Termination of Contract

In the event of default, KVIAA shall give the Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach and the reason such breach endangers the public's health and safety. Within five (5) calendar days of receipt of such notice, the Contractor shall deliver to KVIAA, in writing, a plan of action to cure such default. The plan of action shall be updated, in writing, every five (5) calendar days until such breach is cured. The Contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure such default within the period allowed for cure (with such failure to be determined by the sole and absolute discretion of KVIAA), or the Contractor fails to timely deliver the cure plan to KVIAA, KVIAA may terminate the contract. The Contractor shall cooperate completely and immediately with KVIAA to effect a prompt and orderly transfer of all responsibilities to KVIAA.

The Contractor shall not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate transfer of operation to KVIAA. Such dispute by the Contractor shall not delay KVIAA's access to the funds made available by the performance letter of credit. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that default has occurred shall be initiated and shall take place only after the transfer of operation to KVIAA has been completed, and shall not under any circumstances delay the process of transferring operations to KVIAA or delay KVIAA's access to performance security funds as needed by KVIAA to finance such transfer of operations.

The Contractor's cooperation with and full support of KVIAA's termination of the contract, as well as the Contractor's immediate release of performance security funds to KVIAA, shall not be construed as acceptance by the Contractor of the finding of default, and shall not in any way jeopardize the Contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the Contractor to cooperate fully with KVIAA to effect a smooth and safe transition shall itself constitute a breach of the contract, even if it was later determined that the original declaration of default by KVIAA was made in error.

G. "Lame Duck" Provisions

Should the Contractor fail to prevail in a future procurement cycle, the Contractor shall agree to continue to provide all services required in and under the contract until the new Contractor assumes service responsibilities.

H. Breaches

A. Failure to Render Treatment or Provide Service Consistent with KCMCA Protocols

Minor Breach – A letter of warning from KCMCA. This shall be communicated by the Contractor to the KVIAA Oversight Board within 24 hours of receipt of warning letter.

Major Breach - Any time the Contractor has had its services restricted by order of the KCMCA or the State of Michigan. This shall be communicated by the Contractor to the KVIAA Oversight Board within 24 hours.

Note: One (1) major breach may be cause for termination of the contract with the KVIAA.

B. Field Staff Credentials/Qualifications

Minor Breach - A letter of warning from KCMCA. This shall be communicated by the Contractor to the KVIAA Oversight Board within 24 hours of receipt of warning letter.

Major Breach - Any time one of the Contractor's personnel are suspended or placed on probation or have duties restricted by act of the KCMCA or the State of Michigan. This shall be communicated by the Contractor to the KVIAA Oversight Board within 24 hours.

Note: Two (2) major breaches in any 30-day period or a total of 3 major breaches in any quarter may be cause for termination.

I. Penalties

Response time performance reports will be submitted and reviewed by KVIAA quarterly as specified in Section III. These quarterly meetings will afford the Contractor an opportunity to provide justification for delayed responses and call turn over. Penalties for failing to meet required response times will be levied quarterly. Penalties will be levied for each delayed response and call turned over unless the call is waived by KVIAA for reasonable cause. Additionally, quarterly penalties will be assessed based on aggregate Priority 1 response time performance in the KCMCA Zone 1 and 2 areas as defined below. These penalties will be returned to the KVIAA participating jurisdictions as specified by the KVIAA Board. The KVIAA Board will advise the Contractor of the amounts and monitor compliance with penalties. The decision of the KVIAA Board regarding penalties shall be final.

The Contractor is expected to demonstrate aggregate compliance with Priority 1 responses for the KCMCA Zone 1 and 2 response areas.

Minor Breach - Achieving a 10-minute 0 seconds response time to Priority I responses 85-90 % of the time in any given 30 day period in Zone 1 and a 14 minute 0 seconds response time in any given 180-day period in Zone 2. Achieving a 14-minute 0 seconds response time to Priority II responses 85-90 % of the time in any given 30-day period in Zone 1 and a 16 minute 0 seconds response time in any given 180-day period in Zone 2.

Remedy - If the Contractor meets the minor breach definition, then for each monthly report that exceeds the response time standard, the Contractor shall deposit in the following amounts as liquidated damages:

Priority I	\$350.00 each percent below 90 %
Priority II	\$125.00 each percent below 90 %

Major Breach - Achieving a 10-minute 0 seconds response time to Priority I responses less than 85 % of the time in any given 30-day period in Zone 1 and a 14-minute 0 seconds response time in any given 180-day period in Zone 2. Achieving less than a 14-minute 0 seconds response time to Priority II responses less than 85% of the time in any given 30-day period in Zone 1 and 16 minute 0 seconds response time in any given 180-day period in Zone 2.

Remedy- If the Contractor meets the major breach definition, then for each monthly report that exceeds the response time standard the Contractor shall deposit in the following amounts as liquidated damages:

Priority I	\$500.00 each percent below 85%
Priority II	\$300.00 each percent below 85%
Priority III	\$ 75.00 each percent below 85%

Note - Two (2) minor breaches in any 90-day period constitutes a major breach and two (2) major breaches in any 90-day period may be cause for termination.

An extreme response time penalty in the amount of \$100 per occurrence will be imposed for any response that exceeds the target response time by 100%. Example: 20 minute response for a priority 1 in Zone 1.

The liquidated damages referenced within this paragraph shall be deposited by the Contractor into a special bank account established by the City of Kalamazoo on behalf of the KVIAA participating jurisdictions, for the purpose of supporting enhancements to the KVIAA EMS system. Contractor shall deposit such liquidated damages on a quarterly basis. KVIAA, at its option, may draw down from said funds as needed at its sole discretion.

The KVIAA Oversight Board may award up to 50% credit towards the penalties outlined in this section based on:

- Positive customer feedback
- Hours spent supporting specialty units as defined
- Clinical performance outcomes

Criteria for the aforementioned credit will be developed by the KVIAA Oversight Board and KCMCA.

J. Extension of Contract to Other Jurisdictions

It is the intent of KVIAA to extend the benefits of this high-performance contract to other jurisdictions within Kalamazoo County if they should desire. Additional jurisdictions within Kalamazoo County may join the KVIAA, upon mutual agreement of the KVIAA participating jurisdictions and the Contractor.

K. Award of Contract

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to the KVIAA according to the criteria outlined herein. The KVIAA reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the KVIAA, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the KVIAA, at its sole option, reserves the right to negotiate with proposers in the event of, but not limited to:
 - 1) No proposals received;

- 2) A single proposal being received; or
- 3) Prices quoted are over budget and/or unreasonable.

L. Request for Proposal as Contract

Should modifications (after proposal opening) NOT be necessary, this Request for Proposal (RFP) will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposals and any addenda.

M. Changes and/or Contract Modifications

The KVIAA reserves the right to increase or decrease services or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the KVIAA.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the COK Purchasing Agent. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

N. Laws, Ordinances and Regulations

This agreement shall be governed by the laws of the State of Michigan.

The Firm shall keep themselves fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Firm.

O. Right To Audit

The KVIAA or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after contract completion or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees if applicable.

P. Hold Harmless

If the acts or omissions of the Contractor or its employees, agents or officers, cause injury to person or property, the Contractor shall defend, indemnify and save harmless the KVIAA, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

Q. Independent Contractor

At all times the Firm, any of its employees, or its sub-Contractors, and their subsequent employees shall be considered independent Contractors and not as KVIAA employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent Contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or its employees be entitled to KVIAA paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

R. Meetings KVIAA Oversight Board

The Firm and/or Project Supervisor shall be available to meet with the KVIAA Oversight Board at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the KVIAA Oversight Board, the severity of the circumstance warrants, no more than one (1) working day.

S. No Waiver

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

T. Contract Term

This contract shall be in effect for a four (4) year period commencing on or about October 31, 2024, subject to availability of funds and the following renewal and/or cancellation options. The KVIAA may extend this contract for three (3) two-year periods upon mutual agreement of both parties.

Section V
Proposal Attachments

Attachment A Profile of KVIAA Jurisdictions and EMS Activities

CITY OF PARCHMENT PROFILE

Parchment is located along the banks of the Kalamazoo River and lies along the northern border of Kalamazoo. The name pays homage to the Kalamazoo Vegetable Parchment Company, established by Jacob Kindleberger in 1909, marking the beginnings of the town and its paper industry. This region, of Kalamazoo County, thrived industrially and was once hailed as the world's largest paper-producing area.

Parchment was incorporated as a village in 1931 and subsequently as a city in 1939. The city has evolved into a vibrant community, enriched by its educational institutions and cultural offerings. Parchment High School, Middle School, and Central Elementary School, serve the youth of Parchment.

Parchment's diverse and artistic culture are prominently displayed, in July, during the annual Kindleberger Festival of the Performing Arts at the 40-acre Kindleberger Park. The community also comes together for the holiday "Wassailing" event—a tradition held each December.

The city shares its boundaries with the northeast fringes of Kalamazoo City and Kalamazoo Township. Parchment's population has seen steady growth, with the 2020 Census recording a populace of 1,884 individuals within its compact 0.92 square miles, graced by 0.02 square miles of surface water.

Governance in Parchment follows a Commissioner/Manager model, overseen by a Mayor, Vice Mayor, and five Commissioners serving staggered four-year terms. The City is maintained on an annual millage rate of: 82.8257 for non-PRE, 64.9355 for PRE-properties. The city's financial stability is sustained through an annual millage, ensuring essential services and infrastructure maintenance.

Parchment's economic landscape is a balanced blend of commercial and industrial enterprises. Notable businesses include L.C. Howard, Advia Credit Union, and Harding's Market. The recent redevelopment initiatives, exemplified by the transformation of the former Crown Vantage Paper Mill site, reflect the city's commitment to progress and revitalization.

Public safety is paramount, in Parchment, and the Parchment Fire Department is under contract with the Kalamazoo Township Fire Department to provide comprehensive fire protection services. Kalamazoo Township is equipped with state-of-the-art equipment and staffed 24/7 by dedicated personnel. This ensures a swift and effective response to all emergencies, including medical rescue calls, within Parchment city limits. Parchment contracts with the Kalamazoo Township Police Department to handle law enforcement.

Parchment continues to grow, evolve, and adapt yet continues to follow some time-honored traditions. With businesses flourishing and an excellence in education, Parchment invites both residents and visitors to enjoy the sights and hospitality the town has to offer.

OSHTEMO TOWNSHIP PROFILE

Oshtemo Township is a rapidly growing community in southwest Michigan with a mixture of residential, industrial and commercial properties. It is located in the western portion of Kalamazoo County and covers an area of thirty-six (36) square miles. Oshtemo Township is bordered by the cities of Kalamazoo and Portage, the townships of Texas, Kalamazoo, Alamo and Van Buren County.

POPULATION AND AREAS OF RESIDENTIAL DENSITY

The 2012 Census showed a population of approximately 21,170. Oshtemo Township prides itself in the diversity of maintaining both a rural residential atmosphere in concern with its agricultural, commercial and industrial areas.

The township is maintained on an approximate annual millage of .9855 mills, which supports full time Building, Assessing and Planning & Zoning departments. The fire department is operated on a special assessment millage of 2.5 mills with 6 full time and 40+ paid-on-call staff. In the year 2012, the fire department had a total call volume of 1,951 calls. Consistently, the percentages equate to approximately 75% EMS calls and 25% fire related calls. Additional law enforcement services are provided by a contract with the Kalamazoo County Sheriff's Department. The highway of US- 131 runs through its boundaries with two exits into the township and I-94 runs just to the south which provides additional easy access to Oshtemo.

COMMERCIAL AND INDUSTRIAL

A few of the main commercial/industrial sources in the township include Meijer's, Menards, Lowes, Kohl's, KZOO Inc. (uniform manufacturer), Maple Hill Auto Mall, Target and COSTCO opening in November 2014.

The main industrial portion of the township is located along the corridor of 9th St. and Stadium Dr. This area hosts a large mixture of light industrial along with general businesses in the Oshtemo Business Park.

SCHOOLS

Educational opportunities in Oshtemo Township are provided by three school districts including Kalamazoo Public, Mattawan Public and Otsego Public Schools. There are also two private schools (K-12).

The availability of Western Michigan University in the City of Kalamazoo and Kalamazoo Valley Community College in Texas Township offer the opportunity for a complete education up to the level of a doctorate's degree.

CITY OF KALAMAZOO PROFILE

Kalamazoo is located in southwestern Michigan, in a three-county metropolitan area of 450,000 residents, approximately midway between Chicago and Detroit. The City is located approximately 45 minutes east of the shores of Lake Michigan and is easily accessible from both Interstate 94 and U.S. 131, which traverse the state from east to west and north to south, respectively. The City of Kalamazoo's location and its availability of highly skilled labor and other resources make it one of the most diversified industrial and business centers in the State of Michigan. The economy is comprised of four primary components, which include higher education, pharmaceutical manufacturing, pulp and paper manufacturing, and health care delivery.

The United States Census Bureau shows the population of the city as 74,000, the median age as 25.6, and the median household income is \$43,509.

The Pfizer Corporation, which is one of the leaders in pharmaceutical products manufacturing in the United States, is the major employer in the community. Other major employers include James River Corporation, Bronson and Borgess Hospitals, and Western Michigan University. The unemployment rate in Kalamazoo has traditionally been below state and national averages due to the diversity of industry and business in the area.

In addition to Western Michigan University, the city is home to Kalamazoo College, Kalamazoo Valley Community College, and Davenport College of Business, with a combined enrollment of over 39,000 students. There are a number of private and parochial schools in addition to the public school system, which includes 18 elementary schools, three middle schools, three high schools, and six special service schools, including the renowned Kalamazoo Area Math and Science Center and three elementary magnet schools with specialized curricula. Several district schools have been recognized for excellence by the United States Department of Education.

The community has two full-service regional hospitals, each with over 400 beds. Both hospitals are serviced by West Michigan Air Care and Critical Care Ground Transport. In addition to the hospitals, there are nearly a hundred specialized agencies to provide residents with quality health care.

Kalamazoo is the leading center for the arts in southwest Michigan. The cultural force exerted by its University and colleges has contributed to the strength of the arts. The Kalamazoo Institute of Arts is ranked third in the State for its outstanding museum displays. Also, the Kalamazoo Civic Theater is known as one of America's foremost community theaters. The State Theater brings a plethora of acts to the community and is one of the original movie houses in Kalamazoo. Western Michigan University's Miller auditorium draws more than 200,000 people to its performances and festivals each year and is the site of many Broadway plays.

The Department of Public Safety currently has an operating budget of \$36 million and a total authorized strength of 258 FTE and 2 PT/T employees. The Department responded to approximately 128,000 calls for service for police, fire, emergency medical services, and non-emergency calls. Calls for police services and related assistance make up the majority of calls. Annual fire and emergency medical services responses have numbered approximately 12,500 total in recent years.

COOPER TOWNSHIP PROFILE

The Charter Township of Cooper is 36 square miles located north of the township of Kalamazoo and the City of Parchment in the County of Kalamazoo. Cooper Township is bordered to the east by Richland Township, the west by Alamo Township and to the north by Allegan County.

The boundary streets are as follows: East and West G Avenues are the south bordering streets shared with Kalamazoo Township and the City of Parchment. North 12th Street is Cooper's west bordering street shared with the Township of Alamo. East and West Baseline are the north bordering streets shared with Allegan County. North 24th Street is Cooper's east boundary street shared with the Township of Richland.

Note: North 24th Street is not continuous. From East G Avenue at the southeast corner of Cooper which starts with the 5000 block to the 6400 block it picks up again at the 8000 block where it intersects with East D Avenue and continues north through 10999 address.

Note: North Westnedge is the dividing line between east or west addresses.

Note: D Avenue is the only means of crossing the Kalamazoo River in Cooper Township. Other means of crossing the Kalamazoo River, which bisects Cooper Township, is to cross at Mosel Avenue in Kalamazoo Township, or Plainwell. Addresses in Cooper Township start from the south at 5000 to north to 10999. Addresses from east to west start at 100 east and west from North Westnedge to 5000 at east and west boundary.

POPULATION AND AREAS OF RESIDENTIAL DENSITY

Cooper Township's population as of the 2010 Census is 10,111. The heaviest density of residential housing lies in the south third of Cooper Township.

COMMERCIAL AND INDUSTRIAL

Cooper Township has several commercial businesses in our boundaries, most of which are located in the southeast sections of Cooper and in Cooper's central area near the Township Hall at West D Avenue and Douglas Avenue.

Cooper Township's industrial areas are located in the southeast portion of the township and in the central portion of the township just west of the Kalamazoo River and north of North Westnedge. The largest industrial employer in the township (225) is Hydro-Aluminum Wells, located at 5575 Riverview Drive accessible from Collingwood.

RECREATION

Markin Glen Park is located just west of the Kalamazoo River in the 5000 block of North Westnedge. This is a Kalamazoo County Park that offers swimming, fishing and will soon offer overnight camping facilities.

The Kalamazoo Nature Center (KNC) is located in the 7000 block of North Westnedge. KNC offers an educational facility and hiking.

Crestview Golf Course is an 18-hole course located in the central portion of the township at 900 West D Avenue.

SCHOOLS

Coopers has two Public Schools within its boundaries:

1. Parchment North Elementary is located in the 5500 block of Keyes Drive. This school serves grades K-5 (southeast area).
2. Cooper Elementary is located in the 7500 block of North 14th Street. This school serves grades K-5 (west central).

PUBLIC SAFETY

Cooper Township is served by its paid on call fire department. The Cooper Township Fire Department is licensed as a Medical First Responder Agency through the Kalamazoo County Medial Control authority (KCMCA) and the State of Michigan. The department responds to approximately 310 calls per calendar year. Ninety five percent of these calls are medical emergencies, or motor vehicle accidents.

Cooper Township has two firehouses. One located east (Station 2) at 3160 McKinley, and west (Station 1) located at 1590 West D Avenue. The Cooper Township Hall and Grounds are located at Station #1.

COMSTOCK TOWNSHIP PROFILE

The Charter Township of Comstock is 35 square miles located east of the City of Kalamazoo in the County of Kalamazoo. Comstock Township also shares a west border with Kalamazoo Township and is bordered to the east by the City of Galesburg and Charleston Township, the south by Pavilion Township and to the north by Richland Township.

The township is maintained on an approximate annual millage of 1.5 mills. The fire department is operated on a special assessment millage of 5 mills with 17 full time and 30+ part time staff. In the year 2023, the fire department had a total call volume of 2,303 calls. Consistently, the percentages equate to approximately 70% EMS calls and 30% fire related calls. Interstate highway of I-94 runs through its boundaries with three exits into the township. AMTRAK rail runs through the township, east/west.

POPULATION AND AREAS OF RESIDENTIAL DENSITY

Comstock Township's population as of the 2020 Census was 15,589. The heaviest density of residential housing lies in the west half of Comstock Township. This is made up of 1 and 2 family along with multiple family dwellings.

COMMERCIAL AND INDUSTRIAL

Comstock Township has several commercial business districts within our boundaries, most of which are located along Gull Rd, Sprinkle Rd, S. 35th St and E Michigan Ave.

Comstock Township's industrial areas are located in the southwest and central portion of the township. The largest industrial area is in the southwest portion of the township, south of I-94, east of Sprinkle Rd and west of S 26th St. which is in and around the MidLink Industrial Complex. There is a significant influx of workers during the regular work week.

RECREATION

River Oaks Park along with several township parks and numerous nature trails are within the township. The Kalamazoo River Valley Trail runs the entire length of the township, east/west. Additionally, the Kalamazoo River runs across the township and there are several lakes within the township.

SCHOOLS

Comstock has three public school districts within its boundaries:

1. Comstock Public Schools
2. Galesburg/Augusta Public Schools
3. Gull Lake Public Schools

PUBLIC SAFETY

The Comstock Township Fire Department is licensed as a Medical First Responder Agency through the Kalamazoo County Medial Control authority (KCMCA) and the State of Michigan. The department is actively working towards EMT-B licensure. The department responds to approximately 2,300 calls per calendar year. Consistently, the percentages equate to approximately 75% EMS calls and 25% fire related calls.

Comstock Township has three staffed fire stations.

1. Station 9-1 located at 1960 River St
2. Station 9-2 located at 5947 E. H Ave
3. Station 9-3 located at 8700 E. Michigan Ave

Additional law enforcement services are provided by a contract with the Kalamazoo County Sheriff's Department.

KALAMAZOO TOWNSHIP PROFILE

The Charter Township of Kalamazoo was established in 1832 and surrounds the northern, western, and eastern borders of the City of Kalamazoo. The township has grown and shrunk, through annexations, to its current 12-square mile footprint. Kalamazoo boasts itself to be the halfway point between Chicago and Detroit and the Township provides a buffer between the metropolitan City of Kalamazoo and the rural/suburban townships of Cooper, Alamo, Oshtemo, Richland, Comstock, as well as the City of Parchment. A diverse population of 23,000 residents call Kalamazoo Township home.

The population is comprised of a wide range of cultures and ages. This is, in part, due to the presence of three major colleges (Western Michigan University, Kalamazoo College, and Kalamazoo Valley Community College), a large industrial presence in the Northwood neighborhood, and several suburban plats spread throughout the township. Additionally, Kalamazoo Public Schools serves the majority of the residents, with many benefiting from the groundbreaking Kalamazoo Promise-a program that guarantees tuition to be paid for at select colleges and universities within the state of Michigan.

An elected board oversees the governance, within the Township of Kalamazoo, and is comprised of supervisor, treasurer, clerk, and four trustees. The board then hires a township superintendent to handle the day-to-day operations within the township. This group works together to make sure the township functions smoothly and efficiently.

The Kalamazoo Township Fire Department has evolved to meet the growing needs of the township's residents. The department is comprised of 3 staffed stations and one unmanned station. 14 career firefighters staff the stations and 40 paid-on-call firefighters provide manpower. The department utilizes state-of-the-art equipment and prides itself on providing their members with the latest training.

The department has noticed a 57% increase in calls for service as the township has grown. This includes a 55% increase for rescue related calls and an increase for fire calls of 63% over the last ten years. The department responded to a total of 2,798 incidents, comprising 2,070 rescue-related and 728 fire-related calls, in 2023. The fire department is also under contract with the City of Parchment. This increases their call volume and response area to 13 square miles and serves a combined total of 25,000 residents.

The Kalamazoo Township Police Department is also contracted, by the City of Parchment, to handle law enforcement calls for service. The department provides a liaison officer to Parchment Public Schools and another officer at Kalamazoo Central High School. Kalamazoo Township continues to economically grow and evolve with the times.

PAVILION TOWNSHIP PROFILE

Pavilion Charter Township is a growing community in Kalamazoo County, Michigan that has a good mixture of industrial, commercial, agricultural and residential properties. It covers 36 square miles and is bordered by Comstock Township, City of Portage, Climax Township and Brady Township. A portion of the Village of Scotts is also located within the Township.

The Township was officially organized in 1836 with a population of 31 residents. According to the 2020 census, the population is approximately 6,022 with around 2,174 households. The Township has five lakes, a county park, golf course, and several convenience stores for its residents and visitors to enjoy. The northwest portion of the Township is primarily zoned for commercial/industrial and high-density housing. There is a 500-unit mobile home park and newly built apartments, approximately 300 living spaces. Most of the population resides west of 29th Street, with a large portion being concentrated around Long Lake. There have been several new residential housing developments built in the past few years in response to the need for new homes. East of 29th Street is primarily agricultural and residential homes.

The Township has several school districts serving its residents. Climax/Scotts, Vicksburg, Galesburg/Augusta, Comstock and Portage Public Schools all provide bussing and service to the Township. Tobey Elementary School is in the Township near Long Lake. Higher education can be attained at nearby Western Michigan University, Kalamazoo Vallery Community College, Kalamazoo College or Kellog Community College.

Pavilion Charter Township also has some unique infrastructure locations that are notable. Wolverine pipeline and pumping station, CN Railroad, numerous oil wells and a large dairy farm. The Township has a commercial/industrial district that is easily accessible from I-94 and Sprinkle Road. Kendell Electric, Humphrey Products, Summit Polymers, Prabb Inc, and Green Bay Packaging all reside in the Township and are the commercial base.

The Township provides fire and rescue services to its residents based off a 1.5 mil millage voted on by the residents in 2018, and an additional operations budget. This millage provides for two full-time employees, major equipment purchases and building improvements. The Township operates out of two fire stations, one is staffed from 08:00-16:00 by the full-time Chief and Deputy Chief. The Township also currently has 20 paid-on call employees. Our paid-on call members staff a station on the weekends with the same hours. Calls received after hours are answered by the paid-on call members responding from their homes. The Department responded to approximately 600 calls for service in 2023, with the number of calls increasing yearly. Of the 600 responses, 80%+ are for medical related incidents and the balance being for fires, false alarms, power lines down among others.

Pavilion Township is a great community to live and do business in, the Township board works well with, and for, its residents and businesses. Its location gives you the space and freedom to enjoy rural life with the convenience of being close to town.

CHARTER TOWNSHIP OF TEXAS PROFILE

Texas Township was founded in 1838 and continues to be one of the most sought-after communities for families, young professionals, and retirees in Kalamazoo County. Located in the southwest portion of Kalamazoo County, Texas Township encompasses 36 square miles, and is just minutes from the intersection of I-94 and U.S. 131. Texas Township, named after the Lone Star State, offers a diverse landscape of agricultural land and residential communities, with a strong business district located at the heart of the Township ~ the Corners. The local Farmers Market is a family friendly attraction which provides fresh and local foods, entertainment, and hosts events throughout the year. The beautiful landscape includes rich agricultural land, seven pristine lakes covering 1,200 square acres, a growing downtown business district, and outstanding neighborhood communities.

Texas Township is home to over 18,000 residents and hundreds of businesses. Some of the larger businesses include PNC Call Center, many Bronson (hospital) locations, Consumers Credit Union HQ, Kalamazoo Valley Community College's main campus, several hotels, UPS distribution center, Wings West Ice Arena, and many more.

In 1947, the Texas Township Fire Department was established and given the task of protecting the 36 square miles of mostly agricultural area. In 1996 the township hired the department's first full-time Fire Chief. At that time the department was responding to about 350 calls for service. Throughout the years much of the agricultural areas have been developed into large housing developments, business/research parks, and commercial districts increasing the demand for fire suppression, rescue, and emergency medical services. Today, the fire department responds to about 1,300 calls a year including, structure and wildland fires, emergency medical responses, automobile incidents and extrication, hazardous materials releases, technical rescue and public assistance calls. Our staff, lead by Chief Chad Tackett, includes 6 full-time Firefighters/EOs, 15 paid-on-call Firefighters, Fire Marshal John Stubbs, and full-time Administrative Assistant. The firefighters work on three shifts rotating 48/96 hour schedule and provide emergency assistance 24 hours a day, 7 days a week, 365 days a year. The fire department also provides mutual aid to neighboring departments.

Texas Township is a relatively low-crime community. The Township contracts with the Kalamazoo Sheriff's Department to provide additional police protection to residents. Two Sheriff's Deputies assigned to the Township actively patrol the community and monitor any homes participating in the Home Watch program.

CITY OF PORTAGE

The City of Portage is rich with opportunities – a family-oriented area with a high quality of life, a strong economy, and outstanding educational choices for lifelong learning. Four public school districts offer education to Portage students – Portage Public Schools (portageps.org) for most families and in a few areas of the city, Vicksburg Community Schools (vicksburgschools.org), Schoolcraft Community Schools (schoolcraftschools.org), and Comstock Public Schools (comstockps.org).

Portage has bountiful natural resources, including seven lakes, state game areas, significant open spaces, and wetlands. The community features 19 parks, including four dedicated to nature preservation, and more than 57 miles of bikeways and multi-use trails which account for 1,732 acres or 7.9% of the geographic area of the city. Portage combines the convenience of an urban lifestyle with that of a close-knit, friendly community.

Approximately mid-way between Chicago and Detroit along Interstate 94, Portage is within 300 miles of Cleveland, Indianapolis, and Milwaukee and 50 miles from Grand Rapids and South Bend.

Long before the settlers arrived in the early 1800s, Potawatomi Indians inhabited the area. The Indians hunted, fished, grew corn, dwelt in conical-shaped wigwams, and greeted the early settlers in peace. Settlers discovered the rich soil made a perfect growing environment for celery. By the 1880s, Portage had earned the distinction of being the “Celery City” of the nation. The area remained prolific in celery production until the middle of the twentieth century.

The City of Portage began its rapid transformation to its modern form during the post-World War II era. The first major employer, The Upjohn Company, opened a manufacturing plant here in 1948 to produce antibiotics and adrenal cortex drugs. As a result of continued growth and prosperity, Portage was incorporated as a city in 1963. Today, Portage remains a growing and thriving community, offering distinctive advantages in living, working, and learning that area residents and businesses have discovered make Portage A Natural Place to Move!

Top employment sectors in Portage include manufacturing, health care, social assistance, and retail trade. Top employers include Pfizer, Stryker Medical, Portage Public Schools, FedEx, Mann & Hummel, and Summit Polymers.

Based on 2021 available census information, the population density in Portage is roughly 1,517 people per square mile (48.8% male, 51.2% female). The median age is 37 years, with a median household income of \$69,188, and a poverty rate of 7.4%. The five largest ethnic groups in Portage are White (Non-Hispanic) (82.3%), Black or African American (Non-Hispanic) (4.75%), Two+ (Non-Hispanic) (4.25%), Asian (Non-Hispanic) (2.67%), and White (Hispanic) (2.21%). The median rental cost in 2021 was \$956 per month, and the median house value was \$245,003.

With a 2021 population of 48,844 (99% urban, 1% rural), it is the 25th largest city in Michigan and the 817th largest city in the United States. Portage has grown steadily over the past two decades in a region that has remained stable in spite of the Covid-19 pandemic. The population change since 2000 saw an increase of 8.8%.

The City of Portage operates under a Council-Manager form of government. The Mayor and City Council members are the elected officials who preside over the city. The City Manager is appointed by the City Council

to handle administrative duties in the city on a day-to-day basis. The City Manager makes recommendations to the City Council as a group and the Council acts on business at regularly scheduled meetings.

PORTAGE DEPARTMENT OF PUBLIC SAFETY

The Portage Department of Public Safety is responsible for the delivery of public safety services to a city area of over 32 square miles which houses a nighttime population of over 45,000 people. Due to the large number of service-oriented businesses located in the city and the number of commercial operations, the daytime population is much greater.

Employees of the City of Portage are committed to delivering superior customer service. Members of the Department of Public Safety are no exception as they strive to ensure the needs of our citizens, business owners, and visitors are met in a consistent manner unsurpassed in professionalism, politeness, and promptness.

On July 1, 2011, the administration of the Portage Police Department was merged with the Portage Fire Department to form the Portage Department of Public Safety. Operationally, each department, Police and Fire, still maintain their separate identities. Police officers do not perform duties previously done by firefighters and vice versa. However, both departments are led by a single Public Safety Director who serves as both the Police Chief and the Fire Chief. The department is currently led by Director Nicholas J. Arnold who also serves as the Police Chief and Fire Chief.

Public Safety Administration is located in two adjacent buildings— the Public Safety Headquarters at 7810 Shaver Road and Fire Station No. 1 at 7830 Shaver Road. Police operations are solely operated from the Shaver Road headquarters facility. Fire operations are run from three stations: Fire Station No. 1 at 7830 Shaver Road, Fire Station No. 2 at 6101 Oakland Drive, and Fire Station No. 3 at 8503 Sprinkle Road.

The Department of Public Safety currently has an operating budget of \$16.44 million and a total authorized strength of 120 FTE and 5 PT/f employees. The department responded to approximately 45,000 calls for service for police, fire, emergency medical services, and non-emergency calls. Calls for police services and related assistance make up the majority of calls. Annual fire and emergency medical services responses have numbered approximately 5,200 total in recent years.

RICHLAND TOWNSHIP

Summary: The Richland Township Fire Department (RFD) is a 36 square mile fire district within Kalamazoo County. RFD is a State Licensed MFR agency with three certified MFR response vehicles. RFD has 20 MFR licensed firefighters. RFD is a paid-on-call agency and has no station staffing. We responded to 575 calls for service in 2023. EMS accounts for 70% of calls annually.

Response Environment: Richland has one fire station located within our town center. The RFD operates two engines, one water tender, one EMS rescue and a brush fire truck. RFD responded to 575 in 2023. The ten-year average is 460 calls/year. RFD is bordered by five other fire departments, four are within Kalamazoo County and one is from Barry County. We have an automatic and mutual aid program in place when needed.

Social Environment: Census Bureau data from 2020 indicates the RFD population is 8,693 people. Richland Township is predominantly Caucasian (94%). A quarter of the population (23%) is under the age of 18. People older than 65 account for (28%) of the total township population. Most of the housing is owned (90%). There are 3,480 households in Richland Township. 98% of the population has a high school diploma or higher.

The average household income is \$104,211. Persons in poverty account for 3% of our population. One specific region of our fire district is very wealthy. This area has the highest concentration of people over the age of 65 (17%). Additionally, another census block in our district is disproportionately poor. This area is comprised of 208 affordable living apartments in a large complex. This area accounts for an average of 11% of our calls, traditionally the most per township census block annually.

Identifiable social issues within RFD: We continue to run on opioid overdoses annually across all socio-economic classes. Rural high-speed driving is causing motor vehicle accidents with higher rates of significant injury. The elderly and poor tend to have a disproportionately higher call need than before. We are responding to more lift assistance calls. Costs associated with aging seem to be keeping people in their homes longer and we continue to have several individuals we respond to multiple times a year as they deteriorate or fight illness. All total, the elderly population accounts for a total of 30% of our call volume. The poor tend to need EMS care because of not having transportation, insurance, or money for health care. This accounts for approximately 15% of our EMS call volume.

Richland Township Natural Environment: The township is geographically square and flat. Our fire district contains 36 (1 square mile) census tracts. Our boundaries include portions of Gull Lake, a 3.1 square mile lake. This is an all-seasons lake with many year-a-round residents, boating, fishing, and ice activities. Gull lake is a regional draw from surrounding towns. Many smaller lakes exist in the district. Large areas of farmland comprise the township.

Build Environment: Richland is a rural community and has a small-town center. There are many churches, a few restaurants, grocery stores, various small retail businesses and two gas stations. Gull Lake School District has a large school campus within the township and educates kindergarten through 12th grade. Zoetis is a large animal health research farm. Housing in the township consists of farms, single-family homes, subdivisions, a trailer park, and multiple apartment and condo complexes. A fifty-person assisted living complex is new to the community and is expanding.

ALAMO TOWNSHIP

Alamo Township is in the northwest corner of Kalamazoo County and is bordered by Allegan County to the north and Van Buren County to the west. U.S. Route 131 passes through the east side of the township, leading south to Kalamazoo and north to Grand Rapids.

According to the United States Census Bureau, the township has a total area of 36.4 square miles (94.3 km²), of which 36.2 square miles (93.8 km²) are land and 0.2 square miles (0.5 km²), or 0.53%, are water.

As of 2020, there were 3,805 people and 1,583 households in the township. The population density was 104.5 inhabitants per square mile (40.7/km²). There were 1,578 housing units at an average density of 43.4 per square mile (15.1/km²). The racial makeup of the township was 92.85% White, 1.0% African American, 0.5% Native American, 0.6% Asian, 0.6% from other races, and 4.7% from two or more races. Hispanic or Latino of any race were 1.8% of the population.

The median income for a household in the township was \$64,597.

Alamo Township Fire Department

The Alamo Township Fire Department is a paid-on-call department located 5 miles northwest of the City of Kalamazoo, Michigan. We are a rural community that is 36 square miles in size with a combination of residential, agricultural, industrial, and commercial properties. Our response area also covers the U.S. 131 expressway which is a major transportation artery between Kalamazoo and Grand Rapids. We currently have 21 very dedicated and highly trained personnel providing fire suppression, fire prevention, and emergency medical services.

SOUTH KALAMAZOO COUNTY FIRE AUTHORITY

South Kalamazoo County Fire Authority represents the southern portion of Kalamazoo County and serves the Villages of Vicksburg and Schoolcraft and the townships of Brady, Prairie Ronde, Schoolcraft, and Wakeshma. Total population of South Kalamazoo County is approximately 22,000 residents. South Kalamazoo County Fire Authority (SKCFA) bylaws provide the SKCFA the authority to approve matters involving paramedic services provided in the SKCFA jurisdiction.

Village of Vicksburg

Vicksburg is situated in southcentral portion of Kalamazoo County, approximately 11 miles southeast of Kalamazoo. It's known for its picturesque landscapes, scenic Sunset Lake, and small hometown village feel. The town was first settled in the 1830s and officially established in 1871. Its early growth was fueled by agriculture and later by the railroad, which facilitated trade and transportation in the region. The historic downtown area still retains its quaint charm, with Victorian-era buildings lining the streets and is home to many outdoor festivals throughout the Spring and Summer months.

Vicksburg has a diverse population of 3,914 residents (2021 census), comprising families, young professionals, and retirees within its 3.089 sq miles. Vicksburg is home of the Leja Park Industrial Park which is the home to multiple industrial partners. The Village maintains 6 municipal parks and award-winning Angels Crossing Golf Course. The Village utilizes the Council/Manager form of government that includes Village President, President Pro Tempe, and 5 Trustees elected in 4-year staggered terms. Schoolcraft and Brady Townships overlap the Village.

The Village fire protection is provided by South Kalamazoo County Fire Authority and Vicksburg Station # 2 is located in the heart of downtown Vicksburg. Members of the Vicksburg Police Department are all certified medical first responders and the Village provides 24/7 police coverage.

Village of Schoolcraft

Schoolcraft is situated in southeastern Kalamazoo County. It offers residents a tranquil small-town atmosphere while being conveniently located near larger urban centers. Schoolcraft is named after Henry Schoolcraft, a noted geographer, geologist, and ethnologist who explored the region in the early 19th century. The village was first settled in the 1820s and officially incorporated in 1831. One notable aspect of Schoolcraft's history is its connection to the Underground Railroad. Like many parts of Michigan, Schoolcraft was involved in the network of secret routes and safe houses used by enslaved African Americans to escape to free states and Canada before the Civil War.

Today, Schoolcraft maintains its small-town charm while offering modern amenities and services to its 1,428 residents (2024). The Village of Schoolcraft covers .98 square miles with quick and easy access from both 131 and interstate I94, and is a frequent destination for those who are shopping for antiques, interested in fine dining, or simply want to visit a community that offers a blend of both old and new living in perfect harmony. The Village of Schoolcraft utilizes the Council/Manager form of that includes Village President and six trustees.

The Village fire protection is provided by South Kalamazoo County Fire Authority and Schoolcraft Station # 1 is located in the heart of downtown Schoolcraft.

Schoolcraft Township

Schoolcraft Township is in southern Kalamazoo County with a population of approximately 9,198 (2022) and is 36 square miles of both rural and residential areas. The heaviest density lies within the central region of the township. The economy of Schoolcraft Township is diverse, with a mix of agriculture, small businesses, and residential development. Many residents also commute to nearby cities like Portage and Kalamazoo to work.

Schoolcraft Township offers various recreational opportunities, including parks, trails, and community events. Notable attractions include Prairie View Park and Swan Park. Schoolcraft Township has a rich history dating back to the 19th century. The community values its heritage.

The Township fire protection is provided by South Kalamazoo County Fire Authority.

Charter Township of Brady

Brady Township is a Chartered Township and located in the southcentral section of Kalamazoo County, is a picturesque community known for its rural charm, friendly atmosphere, and strong community spirit. Brady Township is home to approximately 4445 residents consisting of a mix of families, professionals, and retirees. The Township offers easy access to urban amenities while maintaining its peaceful rural setting. Residents enjoy the tranquility of countryside living while being within a short drive of downtown Kalamazoo and its cultural attractions, restaurants, and shopping centers.

The economy of Brady Township is diverse, with agriculture playing a significant role alongside small businesses and beautiful lake living locations. Outdoor enthusiasts will find plenty of opportunities to explore nature in Brady Township. The township boasts scenic parks, hiking trails, and recreational area where residents can enjoy activities such as picnicking, fishing, and birdwatching. Overall, Brady Township offers a welcoming and vibrant community for residents to call home. Whether you're drawn to its rural beauty, strong sense of community, or proximity to urban amenities, Brady Township has something to offer everyone.

The Township fire protection is provided by South Kalamazoo County Fire Authority.

Prairie Ronde Township

Prairie Ronde is blessed with what seems like endless stretches of prairie often highlighted by cast strands of seed corn. Exploring the Township often yields sightings of Sand Hill cranes which nest in the area. Prairie Ronde is nestled in the Southwest corner of Kalamazoo County and is 36 square miles with an approximate population of 2380 residents. The economy of Prairie Ronde is diverse, with a mix of agricultural activities, small businesses, and residential properties. Agriculture plays a significant role, with farms producing crops such as corn, soybeans, and wheat.

Residents and visitors of Prairie Ronde Township can enjoy outdoor recreational activities amidst the township's natural beauty.

The Township fire protection is provided by South Kalamazoo County Fire Authority.

Wakeshma Township

Wakeshma Township is located in southeastern Kalamazoo County and has a population of approximately 1334 residents. The population of Wakeshma Township tends to be smaller compared to more urban areas, contributing to a tight-knit community atmosphere where neighbors often know each other well. The township is 36 square miles consisting of mainly farm lands and residential properties. Fulton lies at the heart of Wakeshma Township and is home to SKCFA Station #3.

The township fosters a strong sense of community through various events and gathering. These may include seasonal festivals, community picnics, and local fundraisers, providing opportunities for residents to come together and socialize. Its rich history dates back to the 19th century. Wakeshma Township offers a peaceful rural lifestyle with access to essential amenities and strong sense of community. Its natural beauty, combined with its historical significance, makes it an attractive place to live for seeking a slower pace of life in a picturesque setting.

The Township fire protection is provided by South Kalamazoo County Fire Authority.

Attachment B Medical Control Form

The bidder shall list all Michigan medical control authorities in which they have been approved to function in the past ten years. Information should be provided for the bidding company and all affiliated companies owned by the parent company. All bidders authorize KVIAA or its representatives to contact past and current medical control authorities for performance references.

Ambulance Service Name	Medical Control Authority	Dates	MCA Contact Person	Contact Telephone Number

Attachment C Personnel Compensation Profile

NOTE: DO NOT INCLUDE ANY AGENCY IDENTIFYING INFORMATION ON THIS PAGE.

In the table below provide the information for all personnel levels requested as of January 1, 2024. All information subject to verification.

Position	Number of Staff	Lowest Hourly Rate	Mid-Point (Median) Hourly Rate	Maximal Hourly Rate
Paramedic Trainee (Must work under PFI/Trainer)				
Field Paramedic (KCMCA Level 1) (Entry Level)				
Field Paramedic (KCMCA Level 2) (Senior or Lead Paramedic)				
Paramedic Field Instructor (Training Officer)				
Paramedic Field Supervisor				
Dispatcher				
Dispatch Supervisor				

What was the annual midpoint (median) W-2 income for all hourly paramedics (all levels) for calendar year 2023? \$_____

Will hourly clinical staff be paid for KCMCA-required training? If no explain.

Attachment D Personnel Fringe Benefit Profile

NOTE: DO NOT INCLUDE ANY AGENCY IDENTIFYING INFORMATION ON THIS PAGE.

Benefit			Comments
Health Insurance	_____ % Employer Paid	_____ % Employee Paid	
Prescription Drug Benefit	_____ % Employer Paid	_____ % Employee Paid	
Dental Insurance	_____ % Employer Paid	_____ % Employee Paid	
Vision Insurance	_____ % Employer Paid	_____ % Employee Paid	
Life and AD&D Insurance	_____ % Employer Paid	_____ % Employee Paid	
Short Term Disability Insurance	_____ % Employer Paid	_____ % Employee Paid	
Long Term Disability Insurance	_____ % Employer Paid	_____ % Employee Paid	
Time Away from Work:	_____ paid vacation days / year _____ paid sick days / year _____ paid holidays / year _____ other (_____)		
Tuition Reimbursement	\$ _____ / year		
Required Medical Control CE	_____ % Employer Paid		
Required Certifications	_____ % Employer Paid	_____ % Employee Paid	
Uniforms	_____ % Employer Paid	_____ % Employee Paid	
Retirement Plan			

Employee Assistance Program			Describe core components of plan.
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Describe any other benefits you feel are important:

Attachment E Personnel Diversification Program

NOTE: DO NOT INCLUDE ANY AGENCY IDENTIFYING INFORMATION ON THIS PAGE.

KVIAA participants recognize that diversity is a part of the professional standards of CAAS and a best practice of a modern business. Therefore, we believe it worthy of consideration in our evaluation of a suitable and sustainable EMS provider.

Please respond to the following questions:

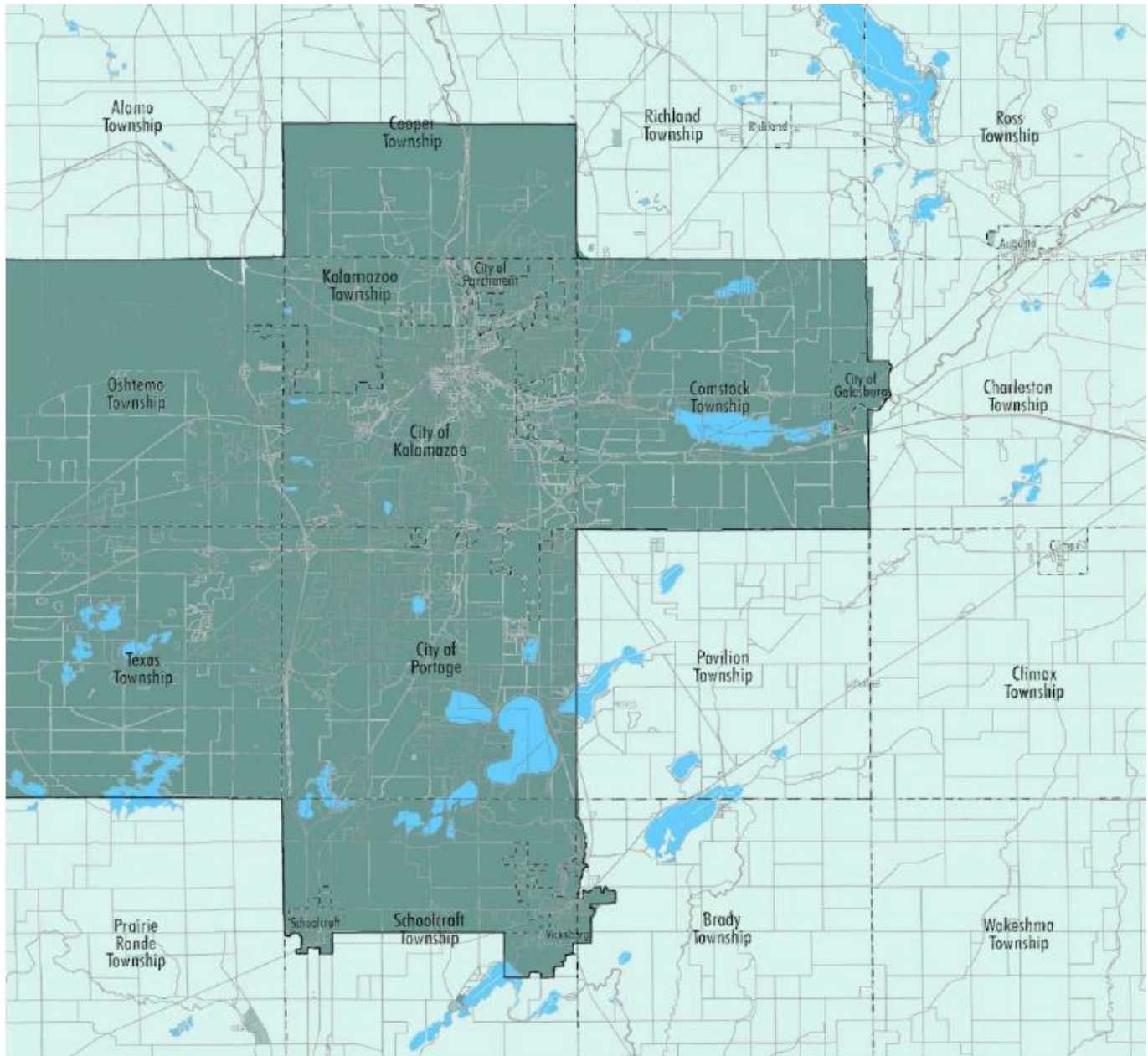
1. Does your company have a Diversity Committee and/or Director of Diversity? If so, please include a copy of those committee assignments or job description(s).
2. Does your company provide any diversity initiatives? If so, what are they?
3. If your company's managing partner or CEO are engaged and committed to the process of developing or maintaining a diverse workforce, please describe their related activity(s).

Diversity in the workplace is a best practice of the best businesses.

Attachment F Current Cardiac Monitoring and Defibrillation Equipment

NOTE: DO NOT INCLUDE ANY AGENCY IDENTIFYING INFORMATION ON THIS PAGE.

Attachment G KVIAA Zone 1 and Zone 2 Service Areas



Attachment H Kalamazoo County Medical Control Authority Protocols

A copy of the Kalamazoo County Medical Control Authority Protocols may be found at this link:
<http://www.kzoomedcontrol.com/protocols.html>

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.

KALAMAZOO VALLEY INTERGOVERNMENTAL AMBULANCE AGREEMENT

This Agreement is made between the ALAMO TOWNSHIP, SOUTH KALAMAZOO COUNTY FIRE AUTHORITY, CHARTER TOWNSHIP OF COOPER, the CITY OF KALAMAZOO, the CHARTER TOWNSHIP OF KALAMAZOO, OSHTOMO CHARTER TOWNSHIP, the CITY OF PARCHMENT, the CITY OF PORTAGE, RICHLAND TOWNSHIP, the VILLAGE OF RICHLAND, VILLAGE OF CLIMAX, CHARTER TOWNSHIP OF PAVILION, TEXAS CHARTER TOWNSHIP, CHARTER TOWNSHIP OF COMSTOCK (hereinafter the "Municipalities") and Life EMS of Kalamazoo, Inc., a Michigan Corporation (hereinafter "LifeEMS").

WHEREAS, in order to provide more responsive, reliable and cost-effective ambulance and other emergency services, the Municipalities requested proposals for an intergovernmental ambulance agreement, seeking a single provider for emergency services for their residents; and

WHEREAS, the Municipalities pursuant to the authority granted by 1951 Public Act 35, as amended (being MCL 124.1 et seq.) and 2011 Public Act 258 (being MCL 124.111 et seq.) are interested in sharing oversight responsibilities for the provision of these services; and

WHEREAS, Life EMS has presented a signed proposal in response to the request for proposals (RFP) prepared by the Municipalities that fully addresses all issues related to the provision of and payment for ambulance and other emergency services; and

WHEREAS, the Municipalities wish to enter into an Agreement with Life EMS, and have designated the proposed agreement as the Kalamazoo Valley Intergovernmental Ambulance Agreement; and

WHEREAS, the Municipalities and Life EMS wish to supplement the proposal signed by Life EMS in response to the request for proposals in order to create a binding agreement that describes the obligations and responsibilities that the Municipalities have to each other, and more fully details the obligations and responsibilities of Life EMS to the Municipalities, both collectively and as individual governmental entities.

IT IS NOW THEREFORE AGREED AS FOLLOWS:

1. This Agreement and the RFP signed by Life EMS as submitted By Mark D. Meijer dated August 27, 2024, constitute a single Agreement that shall be known as the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA).

2. All references to the KVIAA and to the local governmental entities in the RFP submitted and signed by Life EMS shall be deemed to refer to all municipalities that are a party to this Agreement, including any other municipality who becomes a party to the Agreement subsequent to the date of its execution, as further described below.

3. Any party to this Agreement, including Life EMS, may terminate its participation by providing 180 days written notice to all other parties at any time after the initial four-year term of this Agreement has expired. This notice, and all other notices under this Agreement, shall be sent to the following persons:

LIFE EMS

Mark Meijer
517 East North
Kalamazoo, MI 49007

ALAMO TOWNSHIP:	Township Supervisor 7901 North 6 th Street Kalamazoo, MI 49009
SOUTH KALAMAZOO COUNTY FIRE AUTHORITY:	President Chairman 125 S. Main Street Vicksburg, MI 49097
CHARTER TOWNSHIP OF COOPER:	Township Supervisor 1590 West 'D' Avenue Kalamazoo, MI 49009
CITY OF KALAMAZOO:	Office of the City Manager 241 W. South Street Kalamazoo, MI 49007
CHARTER TOWNSHIP OF KALAMAZOO:	Office of the Superintendent 1720 Riverview Drive Kalamazoo, MI 49004
OSHTAMO CHARTER TOWNSHIP:	Township Supervisor 7275 W. Main St. Kalamazoo, MI 49009
CITY OF PARCHMENT:	Office of the City Manager 650 S. Riverview Parchment, MI 49004
CITY OF PORTAGE:	Office of the City Manager 7900 South Westnedge Avenue Portage, MI 49002
RICHLAND TOWNSHIP:	Township Supervisor 7401 North 32 nd Street Richland, MI 49083
VILLAGE OF RICHLAND:	Village President 8985 Gull Road Richland, MI 49083
VILLAGE OF CLIMAX:	Village President 114 East Maple Street Climax, MI 49034
CHARTER TOWNSHIP OF PAVILION	Township Supervisor 7510 East Q Avenue Scotts, MI 49088
TEXAS CHARTER TOWNSHIP:	Office of the Superintendent 7227 West Q Avenue Kalamazoo, MI 49009
CHARTER TOWNSHIP OF COMSTOCK:	Township Supervisor 5858 King Highway Kalamazoo, MI 49048

4. Approval must be obtained from each municipality that is a signatory to this Agreement and from Life EMS before any other governmental unit can become a party to this Agreement. Any municipality that becomes a party to this Agreement after its effective date shall be an equal partner, and shall have the same status under its terms as those municipalities that are initial signatories.

5. Any modification in the terms of this Agreement, including fees, must be approved by Life EMS and by three-fourths of the municipalities who are at that time a party to this Agreement.

6. In the event of a conflict between this Agreement and the RFP signed by Life EMS, the terms of this Agreement shall control.

7. It is understood and agreed that the KVIAA oversight Board, as referenced in the RFP, is an oversight body only, and its members have no authority to bind any party to this Agreement.

8. The KVIAA Oversight Board has the authority to make recommendations to the Municipalities then participating in this Agreement that a default be declared, as provided for in the RFP. A formal notice of default shall be sent to Life EMS if approved by the appropriate official or body of at least three-fourths of the Municipalities that are parties to this Agreement at that time.

9. Any local ordinance referenced in the RFP signed by Life EMS that is specific to any one municipality shall be applicable only to that municipality, and shall not be in any way binding upon the other Municipalities that are a party to this Agreement.

10. This Agreement may be executed in four or more counterparts, each of which shall be deemed to be an original when signed by the duly authorized representative of any party. While each such document shall be deemed to be an original, all such documents together shall constitute one and the same Agreement.

Date:

LIFE EMS

By: _____ Its: _____

Date:

ALAMO TOWNSHIP

By: _____ Its: _____

Date:

SOUTH KALAMAZOO COUNTY FIRE
AUTHORITY

By: _____ Its: _____

Date:

CHARTER TOWNSHIP OF COOPER

By: _____ Its: _____

Date:

CITY OF KALAMAZOO

By: _____ Its: _____



Date:

CHARTER TWP OF KALAMAZOO

By: _____ Its: _____

Date:

OSHTEMO CHARTER TOWNSHIP

By: _____ Its: _____

Date:

CITY OF PARCHMENT

By: _____ Its: _____

Date:

CITY OF PORTAGE

By: _____ Its: _____

Date:

RICHLAND TOWNSHIP

By: _____ Its: _____

Date:

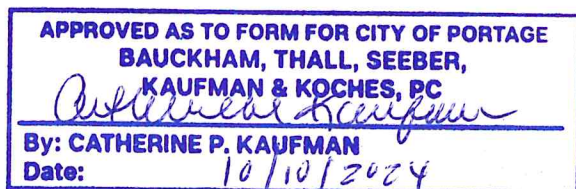
VILLAGE OF RICHLAND

By: _____ Its: _____

Date:

VILLAGE OF CLIMAX

By: _____ Its: _____



Date:

CHARTER TOWNSHIP OF PAVILION

By: _____ Its: _____

Date:

TEXAS CHARTER TOWNSHIP

By: _____ Its: _____

Date:

CHARTER TOWNSHIP OF COMSTOCK

By: _____ Its: _____

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: KCCDA Lease Agreement

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer

ACTION RECOMMENDED: Approve a lease agreement with the Kalamazoo County Consolidated Dispatch Authority for the use of space located within the city-owned building located at 9246 Portage Industrial Drive and authorize the City Manager to execute all related documents on behalf of the city.

On August 8, 2023, City Council authorized the purchase of 9131, 9996, and 9246 Portage Industrial Drive, for the purpose of creating a new Department of Public Works facility. The purchase of the office building turned out to be particularly prescient as it was an ideal facility for use as a donation management center in the aftermath of the May 7, 2024, tornado. It was also used to house Team Rubicon when it returned this summer to assist in tornado cleanup efforts.

Before the tornado, city staff were approached by Jeff Troyer, Executive Director of the Kalamazoo County Consolidated Dispatch Authority (KCCDA), who indicated that the authority was seeking space for a backup dispatch center. He indicated that a space of approximately 1,200 to 1,400 square feet was needed and that they had the funding to support a lease agreement along with building renovations. Mr. Troyer also disclosed that they were considering the purchase of 9246 Portage Industrial Drive but that the building was too large for their needs. The backup center, Mr. Troyer stated, would be used approximately two weeks per year unless the primary facility was compromised. Staff from the City Administration and the Department of Public Works toured the building with KCCDA representatives. An initial proposal was discussed that would have provided designated office space for KCCDA at the lower level. DPW representatives expressed apprehension at this proposal given that it would have required the construction of a hallway and reduced available office space.

In addition to office space, the lower level includes an extremely large break room and a small mail room (1,370 total square feet). These two rooms are behind separate locked doors from the rest of the downstairs area. There are also duplicate break room amenities (sink, refrigerator) located on the upper level. It was determined that the downstairs break room and mail room would provide a much better location for KCCDA to locate. The location and size of the break room is undesirable as a break room facility for front-line DPW employees as it would be located away from future garage and locker room facilities and would be difficult to clean and maintain. Additionally, the break room and mail room are windowless and located behind secure doors, a key requirement of KCCDA, minimizing renovation requirements that would further reduce available office space. Utilization of these two rooms by KCCDA would have minimal impact on the city's ability to occupy and maximize the office building.

Leasing space to KCCDA is not only in the spirit of intergovernmental cooperation but also provides a

revenue source for the building while plans are made and executed for the DPW campus. An evaluation was conducted to determine appropriate lease terms and the recommended amount in year one would be \$21,600 for the year or \$1800 per month (including utilities). There is a two percent increase in rent built in for each subsequent year for a total of \$116,532 over five years.

Therefore, it is recommended that City Council approve a lease agreement with the Kalamazoo County Consolidated Dispatch Authority for the use of space located within the city-owned building located at 9246 Portage Industrial Drive and authorize the City Manager to execute all related documents on behalf of the city.

FUNDING: Not Applicable

Attachments:

1. KCCDA Back-Up Dispatch Center Space Lease Agreement with Renovation - Final Draft revs
2. Exhibit A 9246 Portage Industrial Dr Leased Space
3. Photos of Potential KCCDA Space

**KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY
BACK-UP EMERGENCY COMMUNICATIONS CENTER SPACE LEASE AGREEMENT
WITH CONSTRUCTION**

This Lease is made and entered into this _____ day of 2024 by and between the City of Portage whose address is 7900 South Westnedge Avenue, Portage, Michigan 49002, ("Lessor") and the Kalamazoo County Consolidated Dispatch Authority, whose address is 7040 Stadium Drive, Kalamazoo, Michigan ("Lessee.").

Recitals

WHEREAS, Lessor owns a facility located at 9246 Portage Industrial Drive, Portage, Michigan; and

WHEREAS, Lessee desires to lease from the Lessor space at the facility for the purpose of serving as the Lessee's designated back-up Emergency Communications Center and Public Safety Answering Point for Kalamazoo County; and

WHEREAS, Lessor agrees to lease the same under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City of Portage and the Kalamazoo County Consolidated Dispatch Authority agree as follows:

Terms

1. **PREMISES.** The Lessor hereby leases to the Lessee one thousand, three hundred seventy (1,370) square feet of dedicated office space ("the Premises") in the lower level (see exhibit "A") of the facility located at 9246 Portage Industrial Drive, Portage, Michigan ("the Building"). In addition, the Lessor agrees to allow the Lessee the following:

- a. Utilize the restroom facility in the lower level of the Building.
- b. Provide one hundred (100) square feet on the main level in the server/equipment room.
- c. Erect and utilize a communications tower not to exceed ninety (90) feet in height to be located on the west side of the Building.

2. **PROJECT.** The "Project" as referred to herein is the construction of a back-up emergency communications center on the Premises in the Building.

3. **PLANS.** The "Plans" as referred to herein are the plans and specifications for completion and construction of the Project.

4. **TERM.** The initial term of the lease shall be from November 1, 2024 ("Commencement date") to June 30, 2029 and shall automatically renew thereafter on an annual basis if no actions are taken in accordance with Section 6 by either party.

5. **CONSTRUCTION.** Lessee agrees that it will, in conjunction with the Lessor's approved architect, act as Construction Manager and obtain a construction bid package for the Project, in accordance with the mutually agreed upon Plans. The bid package shall be reviewed and mutually agreed upon by the Lessee and Lessor before the Lessee approves the Project. Lessee will manage the construction of the Project and will make all payments due for the Project. Any changes made to the Plans shall be mutually agreed upon by both parties and shall be the responsibility of the Lessee. Furthermore, changes to the Plans to accommodate construction shall not affect, change, or invalidate this Lease. The Project shall be constructed in a good and

workmanlike manner, free of all liens, and in accordance with all applicable laws, statutes, ordinances, building codes, rules and regulations of any governmental agency having jurisdiction thereof then in effect. Lessee will assign any warranties, as applicable, for any items identified by the parties pursuant to section 19 as Personal Property. Lessor does not provide any warranty for Lessee relative to the Premises.

6. SETTLEMENT OF CONSTRUCTION DISPUTES. Any disagreement or dispute which may arise between Lessor and Lessee reference to the work to be performed with respect to the Project shall be submitted to the Project's approved architect, whose decision shall be final and binding on both Lessor and Lessee.

7. USE. The premises are to be used for the operation of a back-up emergency communications center for Kalamazoo County and related office and equipment space. Lessee shall not use the premises nor permit the premises to be used in a manner that constitutes a violation of any applicable law, order, ordinance or regulation or that may be dangerous; nor shall Lessee commit any waste, permit objectionable noise or odor, or permit actions tending to create a nuisance or disruption to others. Lessee may also have non-exclusive use of the common areas of the building for the purposes for which they were designed.

8. RENT. Lessee shall pay rent equal to \$1,800 per month or \$21,600 total during the first year of this Agreement. Rent shall include all utilities (electric, gas, water, etc) including back-up generator power. Invoices shall be submitted annually and are due thirty (30) days after receipt. Rent shall increase two percent (2%) for each additional year, rounded to the nearest whole dollar, so long as this agreement remains in effect which equates to \$22,032 for the second year, \$22,472 for the third year, \$22,922 for the fourth year, \$27,506 for the fifth year, etc.

Rent which is not paid when due and is in arrears for more than thirty (30) days shall bear interest from the date due until the date paid at a rate equal to five percent (5%) per annum. Payment of interest shall not cure nor excuse any default by Lessee under this Lease Agreement. Payments received from Lessee shall first be applied to any accrued interest due before being applied to the rent due. Application of late rent payments will be made in the order due.

9. ADDITIONAL SERVICES. The Lessor shall furnish to the Lessee during the occupancy of said premises under the terms of this lease as part of the rental consideration, the following services: electricity (including back-up generator power), sewer, gas, and water. Lessor shall not provide janitorial service, phone service, computer service, or heating and air conditioning services to the premises and these services will be provided by separate systems installed as part of the Project and the maintenance of all such systems shall be the sole responsibility of the Lessee. Lessor will also provide access to the building's general parking areas for Lessee's employees.

10. IMPROVEMENTS, ALTERATIONS, FIXTURES. After the completion of construction, Lessee shall not make any alterations, additions, or improvements ("Alterations") to the Premises without the prior written consent of the Lessor. Lessor will not unreasonably withhold its consent with respect only to nonstructural Alterations which do not modify the exterior of the building or do not involve any demolition work or which do not change the character or use of the Premises. All Alterations made by either Lessor or Lessee to the Premises shall become the property of Lessor, subject to the provisions of section 19 below regarding personal property, and shall remain upon and be surrendered with the Premises at the termination of the lease, without molestation or injury, unless Lessor consents in writing to Lessee's removal of such alterations and Lessee repairs any damage or injury caused thereby in a good and workmanlike manner. The repair obligations of Lessee hereunder shall survive the termination of this lease.

11. RESTORATION. The Lessee shall, on or before the expiration of this lease, restore the premises to the same condition as existed when Lessee took possession (post construction); reasonable and ordinary wear and tear excepted.

12. REPAIR AND MAINTENANCE. The Lessor shall, unless herein specified to the contrary, maintain the walls, floors, ceiling, and roof of the Premises in good repair and in tenantable condition during the continuance of this Lease; however, Lessee shall be responsible for damages arising from the negligence its agents, employees, or assigns. Lessee shall be responsible for all repair and maintenance of any heating and air conditioning equipment, phone systems, computer systems, or any other equipment associated with the operation of the back-up emergency communications center.

13. RIGHT OF ENTRY. The Lessee's use of the Premises is subject to Criminal Justice Information Security (CJIS) policies and the Lessor understands that right of entry to Premises is restricted to Lessee staff and Lessor information technology staff members who have executed a System Access and Management and Control Agreement with the Lessee. For the purpose of maintaining the premises or for other lawful purposes, the Lessor reserves the right to enter and inspect the Premises upon 24 hours written notice to the Lessee. The Lessee, agrees to escort unauthorized representatives for general maintenance and inspection purposes. If the Lessor has an emergency repair that requires emergency access to the Premises, the Lessor shall notify the Lessee's Executive Director or Deputy Director.

14. SUBLEASE. Lessee shall not assign, sublet, or transfer this Lease without the express written consent of the Lessor.

15. DEFAULT. If the Lessee defaults in the payment of rent for ten (10) days after receipt of notice from the Lessor, or if either the Lessee or the Lessor is in substantial and continuing default of their respective obligations for thirty (30) days after receipt of notice from the other party specifying the default, Lessor may terminate this lease, re-enter the premises and resume possession thereof, and recover from Lessee all amounts owed to the date of termination and costs or damages arising from default. If Lessor is in default, Lessee may terminate this lease, and upon vacating and surrendering the premises shall have no further liability or obligation unless otherwise specified within this Lease.

16. LIABILITY INSURANCE. Lessee shall procure and keep in effect during the Lease Term, for the benefit of the Lessor general public and property damage insurance, including blanket contractual coverage in the amount of One Million Dollars (\$1,000,000.00) for personal injury or death resulting from one occurrence and the sum of Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. In addition, Lessee shall maintain excess insurance or "umbrella" coverage in the amount of One Million Dollars (\$1,000,000.00). Such insurance policies shall name Lessor as additional insured by specific endorsement. Said insurance policies shall contain provisions satisfactory to Lessor prohibiting cancellation, alterations, changes, amendments, modifications deletions, or reductions in coverage either at the instance of Lessee or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Lessor at the address provided herein. Copies of such insurance policies and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Lessor and in no event less than thirty (30) days prior to expiration of such insurance.

17. INDEMNIFICATION. Each party shall, to the extent possible under Michigan law, indemnify and hold the other party harmless from all loss, costs, including reasonable attorney fees, expense, damage or other liability arising out of death and or injury or claim of injury to persons or property whatsoever, occurring in or about the premises, the building and grounds, caused by failure of such party to perform its obligation under this Lease or by the negligence of such party, its agents, employees, or assigns.

18. DESTRUCTION. If the building is totally destroyed by fire or other casualty, or is so damaged that the premises are untenable, inaccessible or unsuitable for operation of Lessee's operations, or if the building or premises are condemned or declared unsafe by a governmental body, Lessee shall not be liable to pay rent after the time of such destruction or damage or, in the case of condemnation, after the time Lessee shall have surrendered possession to the Lessor; provided however, that if the injury or damage to or condition of the building or premises is such that Lessor can restore the premises, making the necessary repairs, or by complying with the governmental order within sixty (60) days after the happening of the event, Lessee shall have the option to have the restoration made by the Lessor within the sixty (60) days and the lease is hereby continued, with the rent equitably abated while such condition exists, and Lessee is unable to occupy leased area. Any rent paid in advance and unearned during such period shall be refunded.

19. PERSONAL PROPERTY. The parties acknowledge that Lessee will be installing systems and various types of personal property that will be affixed to the Premises such that a disagreement could arise over whether or not those items were fixtures. The parties agree that, upon completion of the project, the parties will jointly prepare and keep updated on a regular basis an itemized list of personal property specifying what personal property is the property of Lessee and what shall be removed by Lessee, pursuant to section 10 of the lease, at the termination of the lease. Lessee will be solely responsible for maintaining all personal property so identified. Lessee shall be responsible for obtaining and maintaining any insurance relative to the identified personal property. Lessor shall not be liable for any damage to persons or property sustained by Lessee or other persons due to property Lessee brings onto or permits to be brought onto the premises. Lessor shall not be responsible for damage to persons or property caused by the bursting or leaking of water, gas, sewer, or steam pipes by the failure of electrical wiring or from any acts of negligence of Lessee, Lessee's agents, guests, invitees, other occupants, or any other person. Lessee is responsible for all property taxes if applicable.

20. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, the Lessee shall, within 180 days of the effective termination date, remove any personal property from the leased space, to include the communications tower, and vacate the leased space occupied under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 100 days shall become the property of the Lessor. Lessee shall be responsible for any costs incurred by the Lessor in removing Lessee's equipment from the leased space. In removing its equipment, the Lessee shall not disturb the Lessor's owned equipment and shall leave the leased space in a clean, good condition.

21. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.

22. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement.

23. TERMINATION. This Agreement may be terminated by either party on 180 days written notice and may be terminated immediately following damage to the Premises making the Premises unfit for the purpose of this Agreement.

24. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

25. SUCCESSORS AND ASSIGNS. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

26. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

27. SEVERABILITY. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

28. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

29. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to City of Portage (Lessor):

City of Portage
ATTN: City Manager's Office
7900 South Westnedge Avenue
Portage, MI 49002

If to Kalamazoo County Dispatch Authority:

Kalamazoo County Dispatch Authority
ATTN: Executive Director
7040 Stadium Drive
Kalamazoo, MI 49009

30. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of this Agreement and may be modified only upon the subsequent written agreement signed by all parties.

31. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

CITY OF PORTAGE

KALAMAZOO COUNTY
DISPATCH AUTHORITY

BY: _____

BY: _____

PRINTED NAME: Pat McGinnis

PRINTED NAME: Jeff Troyer

TITLE: City Manager

TITLE: Executive Director

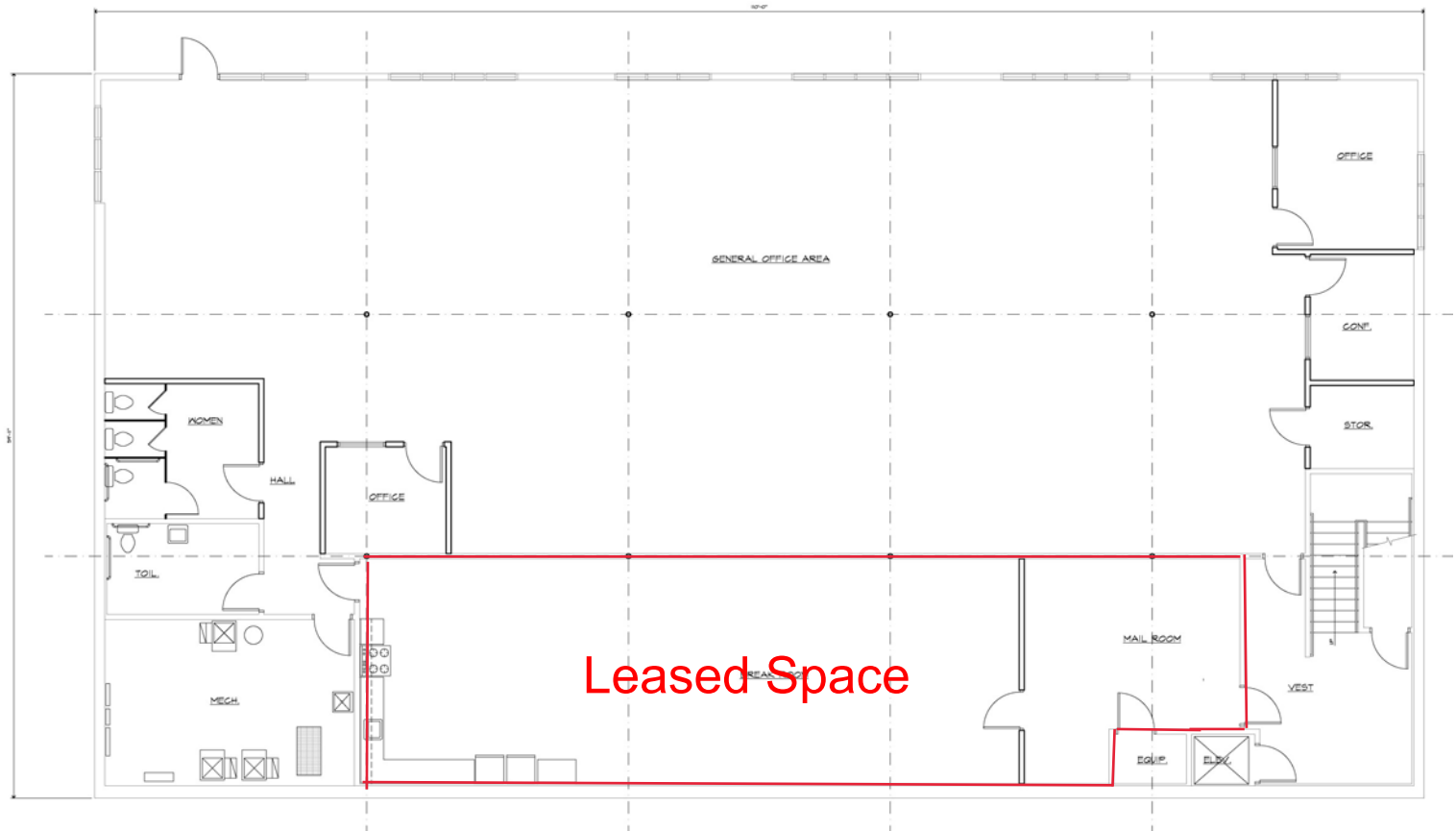
DATE: _____

DATE: _____

Floor Plan—1st Floor

9246 Portage Industrial Dr.
Portage, Michigan

EXHIBIT A - Leased Space



Photos of space under consideration for Backup KCCDA Center



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Set a special meeting on Thursday, November 21, 2024, at 9:00 a.m. at Fire Station No. 1 (7830 Shaver Road) to conduct the annual City Council Goal Setting Session (Retreat).

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

ACTION RECOMMENDED: Set a special meeting on Thursday, November 21, 2024, at 9:00 a.m. at Fire Station No. 1 (7830 Shaver Road) to conduct the annual City Council Goal Setting Session (Retreat).

It is recommended that City Council set a special meeting on November 21, 2024, at 9:00 a.m. at Fire Station No. 1 (7830 Shaver Road) to conduct the annual City Council Goal Setting Session (Retreat). Further details will be provided to the Council in the near future.

FUNDING: N/A

Attachments: None

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: 2024 Tax Abatement and Job Summary Reports

SUPPORTING PERSONNEL: Aaron Powers, City Assessor
Andrew Falkenberg, Deputy City Assessor
Jonathon Hallberg, Deputy Director of Economic Development

ACTION RECOMMENDED: Receive the Annual 2024 Tax Abatement and Job Summary Reports - Information Only.

Per the City of Portage Industrial Tax Abatement Incentive Policy (PA 198) and consistent with the terms of a tax abatement agreement, an industrial facilities exemption certificate holder must submit an annual project performance report to the City Clerk and City Assessor on or before July 1 of each year for the term of the agreement. The City Assessor then prepares a summary of all active tax abatement certificates for information, follow-up, and monitoring. Finally, the City Council receives the official report from each certificate holder that sets forth the progress in attaining and maintaining the requirements of the tax abatement agreement and the provisions of the certificate application. As such, the 2024 PA 198 Master List & Job Summary report, and IFT report are attached for the information of the Council.

FUNDING: n/a

Attachments:

1. 2024 08 05 PA 198 Report Memo
2. 2024 Active IFT Summary Report
3. PA 198 Master List & Job Summary Report for 2024

TO: Peter Dame, Chief Development Officer

DATE: August 5, 2024

FROM: Jonathon Hallberg, Deputy Director of Economic Development

SUBJECT: 2024 PA 198 Master List and Job Summary

There are currently twelve (12) PA 198 certificates active on the 2024 tax rolls. These certificates are held by Depatie Fluid Power Company, Micro-LAM Inc., Midwest Fastener, Pfizer (under Pharmacia & Upjohn Company), and Stryker.

Both Depatie Fluid Power Company and Micro-LAM Inc. are completing the construction phase of their development and were not required to report.

Three certificates have expired. Genesis Pharm Optima did not conduct their construction project and did not submit a report in 2023 or 2024; their approved application expired as a result. Certificates for Mann+Hummel USA and Fema Corporation expired at the end of 2023.

All other certificate holders are considered in compliance with job reporting requirements for the current tax year.

The following reports are attached:

1. PA 198 Master List & Job Summary Report for 2024
2. 2024 Active IFT Summary Report

Cc: P. McGinnis, City Manager
A. Herringa, Chief Operating Officer
E. Eklov, City Clerk
A. Powers, City Assessor
A. Falkenberg, Deputy Assessor

City of Portage

2024 MBOR

Active IFT Summary Report

Parcel #	Owner Name	Property Address	Class	Assessed	Taxable	IFT Cert. #	\$ Approved	IFT Expires	IFT Type	Brownfield
99999-153-A	STRYKER CORPORATION	6501 PORTAGE RD	301	8,779,700	7,968,190	2015-005	12,388,601	12/30/2024	IFT - Post 1994 Rates	
99999-156-A	PHARMACIA & UPJOHN COMPANY	7171 PORTAGE RD	301	17,751,800	16,187,850	2016-139	38,929,000	12/30/2028	IFT - Post 1994 Rates	
99999-157-A	PHARMACIA & UPJOHN COMPANY	7171 PORTAGE RD	301	37,559,900	31,215,629	2017-058	61,487,000	12/30/2029	IFT - Post 1994 Rates	
99999-158-A	STRYKER CORPORATION	1941 STRYKER WAY	301	84,074,400	75,324,900	2017-062	143,718,466	12/30/2029	IFT - Post 1994 Rates	County Brownfield
99999-160-A	PHARMACIA & UPJOHN COMPANY	7171 PORTAGE RD	301	18,046,900	17,251,922	2018-044	148,000,000	12/30/2033	IFT - Post 1994 Rates	
99999-161-A	STRYKER CORPORATION	3800 E CENTRE AVE	301	17,551,400	15,988,455	2018-095	35,758,639	12/30/2032	IFT - Post 1994 Rates	
99999-162-A	STRYKER CORPORATION	3800 E CENTRE AVE	301	824,200	625,473	2019-100	6,265,544	12/30/2031	IFT - Post 1994 Rates	
99999-163-A	MIDWEST FASTENER CORPORATION	9031 SHAVER RD	301	334,200	297,449	2021-007	2,798,260	12/30/2030	IFT - Post 1994 Rates	
99999-165-A	STRYKER CORPORATION	6501 PORTAGE RD	301	6,695,300	6,695,300	2021-098	14,000,000	12/30/2030	IFT - Post 1994 Rates	
99999-166-A	DEPATIE FLUID POWER COMPANY	5870 S SPRINKLE RD UNIT 1	307	418,200	418,200	2023-086	2,609,953	12/30/2033	IFT - Post 1994 Rates	COP Brownfield Amendment 12
99999-167-A	DEPATIE FLUID POWER COMPANY	5870 S SPRINKLE RD UNIT 2	307	138,700	138,700	2023-085	620,047	12/30/2033	IFT - Post 1994 Rates	COP Brownfield Amendment 12
99999-168-A	MICRO-LAM INC	5870 S SPRINKLE RD UNIT 3	307	352,400	352,400	2023-087	3,230,000	12/30/2033	IFT - Post 1994 Rates	COP Brownfield Amendment 12

with pending

Total	12		<u>\$192,527,100</u>	<u>\$172,464,468</u>		<u>\$469,805,510</u>		2024 total TV	2,797,429,751
		% of Total Tax Base (Ad-Valorem & Special Acts)		6.17%			current 6.17%		
		City Tax Revenue		\$917,511			with pending 0.00%		
City Summary for 2024 Taxes									
		City of Portage Total IFT Taxable Value		\$ 172,464,468			millage rate	City of Portage Taxes	
		Taxes on IFT Parcels (Based on 2023 Millage Rates)		5,975,122			City Operating 5.32	\$	917,510.97
		Taxes on IFT Parcels (Without Abatements)		10,905,109			IFT tax rate 34.645525		
		Tax Savings To All Companies (With City Approved Abatements)		<u>\$ 4,929,987</u>			no abatement tax rate 63.23105		

Prepared by the Office of the City Assessor

City of Portage
PA-198 Industrial Development and Plant Rehabilitation Districts - Master List and Job Report Summary
Last Updated: July 2024

Dist.	Certificate Holder	Council Approval	Cert. No.	Parcel No.	Transfer Year(s)	Abatement Period	Active/Expired	Application Reported Facility Cost	Exemption Cert. (50%)	Reported Real Property Investment	Reported Personal Property Investment	Application New Jobs	Application Jobs Retained	Reported New Jobs	Reported Jobs Retained	Last Update	Expiration Note
#1-A	Permafit Corporation	10/21/1975			(T-89)		Expired	\$403,200	\$201,800			35	New	N/A	N/A		Not Required to Report
#1-B	Summit Polymers	1/10/1978			(T-90)		Expired	222,200	111,100			8	25	N/A	N/A		Not Required to Report
#1-C	Summit Polymers	12/19/1978			(T-90)		Expired	379,000	189,500			4	3	N/A	N/A		Not Required to Report
#1-D	Permafit Corporation	1/9/1979			(T-93)		Expired	802,000	401,000			15	27	N/A	N/A		Not Required to Report
#1-E	Summit Polymers	7/20/1982			(T-97)		Expired	914,000	457,000			8	New	N/A	N/A		Not Required to Report
#1-F	Mueller Plastics (T)	8/17/1982			(T-97)		Expired	610,000	305,000			12	New	N/A	N/A		Not Required to Report
#1-G	Summit Polymers	11/22/1983			(T-98)		Expired	1,255,000	627,500			10	New	N/A	N/A		Not Required to Report
#1-H	Colonial Plumbing	3/19/1985					Expired	969,000	484,500			21	New	N/A	N/A		Not Required to Report
#1-I	Mueller Plastics (T)	1/19/1993			(T-97 PP)		Expired	1,025,000	512,500			15	New	N/A	N/A		Not Required to Report
#1-J	Mueller Plastics	9/30/1997	97-500	99999-070-X	(T-04 R)		Expired	815,889	407,945			30	New	N/A	N/A		Not Required to Report
#1	Mueller Plastics	9/30/1997	97-500	99999-070-Y	(T-01 PP)		Expired	5,130,874	2,565,437			30	New	N/A	N/A		Not Required to Report
#1-K	Mueller Plastics	10/6/1998					Expired	3,740,000	1,870,000			1	119	N/A	N/A		Not Required to Report
#1	Mueller Plastics	3/17/2000	00-101	99999-110-B	(T-04 PP)		Expired	1,911,800	955,900			0	134	N/A	N/A		Not Required to Report
#1	Mueller Plastics	3/19/2001	01-168	99999-117-B	(T-05 PP)		Expired	600,000	300,000			0	134	N/A	N/A		Not Required to Report
#1	Mueller Plastics	7/25/2005	05-331	99999-130-B	(T-09 PP)		Expired	1,176,000	588,000			0	170	N/A	N/A		Not Required to Report
#1	Mueller Plastics	10/23/2012	12-499	99999-147-A	(T-16R)		Revoked	2,635,438	1,317,719			1	78	N/A	N/A		Not Required to Report
#1	Mueller Plastics	10/23/2012	12-499	99999-147-B	(T-18PP)		Revoked	23,898,201	11,949,101			1	78	N/A	N/A		Not Required to Report
#2	Pharmacia & Upjohn	10/28/1975			(T-90)		Expired	7,116,000	3,558,000			30	New	N/A	N/A		Not Required to Report
#3-A	Valley Plastics	11/25/1975			(T-89)		Expired	309,200	154,600			23	New	N/A	N/A		Not Required to Report
#3-B	Valley Hydro	5/24/1977			(T-91)		Expired	200,000	100,000			35	8	N/A	N/A		Not Required to Report
#3-C	Valley Plastics	1/31/1984			(T-98)		Expired	1,650,000	825,000			60	New	N/A	N/A		Not Required to Report
#4-A	Ronningen-Petter	7/6/1976			(T-89)		Expired	450,000	225,000			15	92	N/A	N/A		Not Required to Report
#4-B	Ronningen-Petter	6/25/1986			(T-99)		Expired	188,000	94,000			12	New	N/A	N/A		Not Required to Report
#4-C	Ronningen-Petter	7/24/1990			(T-94 & 97)		Expired	688,000	334,000			13	New	N/A	N/A		Not Required to Report
#4-D	Ronningen-Petter	8/18/1998	98-407	99999-071-D	(T-02 PP)		Expired	575,000	287,500			4	161	N/A	N/A		Not Required to Report
#5-A	Unifab Corporation	8/17/1976			(T-89)		Expired	151,600	75,800			6	27	N/A	N/A		Not Required to Report
#5-B	Unifab Corporation	1/9/1979			(T-91)		Expired	669,600	334,800			5	10	N/A	N/A		Not Required to Report
#5-C	Unifab Corporation	4/17/1984			(T-97)		Expired	365,400	182,700			5	New	N/A	N/A		Not Required to Report
#6-A	Pharmacia & Upjohn	12/14/1976			(T-90)		Expired	5,132,000	2,566,000			50	New	N/A	N/A		Not Required to Report
#6-B	Pharmacia & Upjohn	10/14/1980			(T-95)		Expired	5,665,000	2,832,500			29	14	N/A	N/A		Not Required to Report
#7	Pharmacia & Upjohn	6/21/1977			(T-92)		Expired	3,233,000	1,616,500			24	New	N/A	N/A		Not Required to Report
#8-A	Kalamazoo Spring	5/16/1978			(T-91)		Expired	176,600	88,300			10	74	N/A	N/A		Not Required to Report
#8-B	Spring Tools	4/20/1999	99-172	99999-071-G	(T-03)		Expired	830,000	415,000			4	54	N/A	N/A		Not Required to Report
#8	Stainless Steel Fabricating & En	10/24/2006	06-638	99999-134-B	(T-10 PP)		Expired	262,000	131,000			2 or 3	5	N/A	N/A		Not Required to Report
#9-A	Michigan Fiber & Plastics	12/6/1977			(T-90)		Expired	130,000	65,000			15	New	N/A	N/A		Not Required to Report
#9-B	Michigan Fiber & Plastics	3/4/1980			(T-93) (T-92 PP)		Expired	145,000	72,500			4	New	N/A	N/A		Not Required to Report
#10	Plastic Engineering	3/14/1978			(T-93 R)		Expired	2,330,200	1,165,100			39	New	N/A	N/A		Not Required to Report
#11	Wilson Air	7/11/1978			(T-94)		Expired	398,400	199,200			9	9	N/A	N/A		Not Required to Report
#12	Prab Robots (Stryker Instrument	2/2/1982			(T-91+92)		Expired	650,000	325,000			30	New	N/A	N/A		Not Required to Report
#13	Pharmacia & Upjohn	9/12/1978			(T-93)		Expired	8,907,000	4,453,500			23	New	N/A	N/A		Not Required to Report
#14	Roto Finish	9/19/1978			(T-91)		Expired	147,000	73,500			10	New	N/A	N/A		Not Required to Report
#15	Webers	9/26/1978			(T-91)		Expired	52,600	26,300			4	16	N/A	N/A		Not Required to Report
#16	West Michigan Hydraulics	10/17/1978			(T-92)		Expired	56,000	28,000			10	13	N/A	N/A		Not Required to Report
#17	Pharmacia & Upjohn	10/24/1978			(T-92)		Expired	2,320,000	1,160,000			1	New	N/A	N/A		Not Required to Report
#18	Pharmacia & Upjohn	10/24/1978			(T-93)		Expired	12,000,000	6,000,000			100	New	N/A	N/A		Not Required to Report
#19	O.C. Conversion	No Exemption Ever Occurred - (District Only)															
#20-A	W.L. Molding	10/21/1979			(T-93)		Expired	329,800	164,900			20	New	N/A	N/A		Not Required to Report
#20-B	LaRos Equipment	5/8/1984			(T-97)		Expired	234,000	117,000			20	8	N/A	N/A		Not Required to Report
#20-C	W.L. Molding	2/14/1989			(T-97 PP)		Expired	833,200	416,600			25	New	N/A	N/A		Not Required to Report
#21	Portage Steel	12/4/1979			(T-91)		Expired	371,400	185,700			12	10	N/A	N/A		Not Required to Report
#22	Nehi-Royal	1/8/1980			(T-93)		Expired	214,200	107,100			14	New	N/A	N/A		Not Required to Report
#23-A	Fema Corporation	4/27/1980			(T-93)		Expired	158,600	79,300			10	25	N/A	N/A		Not Required to Report
#23-B	Fema Corporation	4/12/1983			(T-96)		Expired	172,000	86,000			11	New	N/A	N/A		Not Required to Report
#24	Reclamet	Pending (District Only)															
#25-A	Pharmacia & Upjohn	10/7/1980			(T-94)		Expired	4,203,000	2,101,500			10	42	N/A	N/A		Not Required to Report
#25-B	Pharmacia & Upjohn	11/14/1995	95-787	99999-091-C	(T-02 R)		Expired	933,200	466,600			6	67	N/A	N/A		Not Required to Report
#25-B	Pharmacia & Upjohn	11/14/1995	95-787	99999-091-D	(T-02 PP)		Expired	5,617,900	2,208,950								Not Required to Report
#26	Southern Supply (Rejected)																
#27-A	Spectrum Color	8/4/1981			(T-94)		Expired	390,000	195,000			17	13	N/A	N/A		Not Required to Report
#27-B	Spectrum Color	12/21/1982			(T-96)		Expired	113,400	56,700			4	New	N/A	N/A		Not Required to Report
#27-C	Spectrum Color	12/10/1985			(T-99)		Expired	888,000	444,000			6	New	N/A	N/A		Not Required to Report
#28	Pharmacia & Upjohn	8/4/1981			(T-96)		Expired	33,600,000	16,800,000			50	235	N/A	N/A		Not Required to Report
#29	S & S Industrial	2/2/1982			(T-95)		Expired	253,000	126,500			2	5	N/A	N/A		Not Required to Report
#30-A	LeVannes	4/27/1982			(T-95)		Expired	90,400	45,200			4	12	N/A	N/A		Not Required to Report
#30-B	LeVannes	9/30/1997	97-501	99999-070-V	(T04 R) (T-01 PP)		Expired	107,262	53,631			2	New	N/A	N/A		Not Required to Report
							Expired	233,909	116,955								Not Required to Report
#30-C	LeVannes (P/P only)	5/19/1998			(T-02 PP)		Expired	379,500	189,750			2	New	N/A	N/A		Not Required to Report
#31	Kalamazoo Printing	5/11/1982			(T-95)		Expired	150,000	75,000			2	13	N/A	N/A		Not Required to Report
#32	Domino-Payne	9/28/1982			(T-96)		Expired	563,400	281,700			12	New	N/A	N/A		Not Required to Report
#33	Peterman, Inc.	10/12/1982			(T-96)		Expired	49,800	24,900			3	3	N/A	N/A		Not Required to Report

City of Portage
PA-198 Industrial Development and Plant Rehabilitation Districts - Master List and Job Report Summary
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Dist.	Certificate Holder	Council Approval	Cert. No.	Parcel No.	Transfer Year(s)	Abatement Period	Active/Expired	Application Reported Facility Cost	Exemption Cert. (50%)	Reported Real Property Investment	Reported Personal Property Investment	Application New Jobs	Application Jobs Retained	Reported New Jobs	Reported Jobs Retained	Last Update	Expiration Note
#34-A	North American Color	12/7/1982			(T-96)		Expired	1,694,400	847,200			46	22	N/A	N/A	Not Required to Report	
#34-B	North American Color	10/23/1984			(T-96)		Expired	2,877,400	1,438,700			19	New	N/A	N/A	Not Required to Report	
#34-C	North American Color	1/16/1989			(T-95)		Expired	1,600,000	800,000			8	New	N/A	N/A	Not Required to Report	
#35	(Transferred to #38)																
#36	Pharmacia & Upjohn	10/25/1983			(T-98)		Expired	11,105,000	5,552,500			10	New	N/A	N/A	Not Required to Report	
#37	Pienta	canceled 12/91															
#38	Sun Chemical	No Exemption Ever Occurred - (District Only)															
#39-A	Rathco	2/28/1984	(T-96)				Expired	204,000	102,000			3	4	N/A	N/A	Not Required to Report	
#39-B	Rathco	6/23/1987					Expired	68,000	34,000			3	New	N/A	N/A	Not Required to Report	
#40-A	Stryker	5/22/1984	(T-97)				Expired	2,950,000	1,475,000			39	New	N/A	N/A	Not Required to Report	
#40-B	Stryker (Transfer)	8/6/1985	(T-96)				Expired	112,000	56,000			1	New	N/A	N/A	Not Required to Report	
#40-C	Stryker	10/15/1985	(T-98)				Expired	762,800	381,400			5	New	N/A	N/A	Not Required to Report	
#40-D	Stryker	12/23/1986	(T-94)				Expired	322,000	161,000			1	New	N/A	N/A	Not Required to Report	
#40-E	Stryker	9/30/1992	(T-97 PP)				Expired	5,030,000	2,515,000			125	New	N/A	N/A	Not Required to Report	
#40-F	Stryker	2/18/1993			(T-97)		Expired	2,655,000	1,327,500			57	New	N/A	N/A	Not Required to Report	
#40-G	Stryker	5/15/2001	01-169	99999-114-B	(T-05 PP)		Expired	1,245,000	622,500			49	10	N/A	N/A	Not Required to Report	
#40-H	Stryker Medical	6/1/1999	99-268	99999-071-N	(T-06 R)		Expired	699,756	349,900			6	15	N/A	N/A	Not Required to Report	
	Stryker	6/1/1999	99-268	99999-071-O	(T-03 PP)		Expired	544,145	272,100					N/A	N/A	Not Required to Report	
#40	Stryker Instruments Division	6/26/2006	06-264	99999-133-A	(T-19 R)		Expired	2,327,286	1,163,643			10	50	N/A	N/A	Not Required to Report	
#40	Stryker Instruments Division	6/26/2006	06-264	99999-133-B	(T-19 PP)		Expired	977,000	488,500					N/A	N/A	Not Required to Report	
#40	Stryker Instruments Division	8/4/2009	09-278	99999-145-A	(T-16R)		Expired	667,969	333,985			2	10	N/A	N/A	Noy Required to Report	
#40	Stryker Instruments Division	8/4/2009	09-278	99999-145-B	(T-19 PP)		Expired	4,307,387	2,153,694					N/A	N/A	Not Required to Report	
#41-A	KEPCO	9/17/1985			(T-99)		Expired	612,800	306,400			9	New	N/A	N/A	Not Required to Report	
#41-B	KEPCO	3/20/1990			(T-97 PP)		Expired	274,800	137,400			4	New	N/A	N/A	Not Required to Report	
#41-C	KEPCO	2/25/1997						832,000	416,000			10	New	N/A	N/A	Not Required to Report	
#41-D	Summit Polymers, Inc.	11/18/2008	09-041	99999-142-B	(T-12 PP)		Expired	250,000	125,000			0	48	N/A	N/A	Not Required to Report	
#42	Howard Printing	11/12/1985						262,200	131,100			5	12	N/A	N/A	Not Required to Report	
#43	Zwart	Rejected - STC															
#44	Pharmacia & Upjohn	10/28/2026						47,543,000	23,771,500			176	New	N/A	N/A	Not Required to Report	
#45-A	Kalamazoo Derusting	5/13/1986			(T-99)		Expired	372,000	186,000			10	New	N/A	N/A	Not Required to Report	
#45-B	Kalamazoo Derusting	3/3/1987			(T-98)		Expired	251,400	125,700			12	New	N/A	N/A	Not Required to Report	
#45-C	Kalamazoo Derusting	Canceled 12/91															
#46-A	Vanco	11/14/1986			(T-96)		Expired	70,000	35,000			8	7	N/A	N/A	Not Required to Report	
#46-B	Vanco	6/21/1988			(T-95)		Expired	175,000	87,500			2	New	N/A	N/A	Not Required to Report	
#47	CRS	Rejected															
#48-A	Geiger Plastics	12/22/1987			(T-95 PP)		Expired	2,238,000	1,119,000			50	New	N/A	N/A	Not Required to Report	
#48-B	Geiger Plastics (Revised)	9/14/1993			(T-95 + 98)		Expired	1,776,600	888,300			30	New	N/A	N/A	Not Required to Report	
#48-C	Geiger Tech	4/21/1998		99999-071-B	(T-02)		Expired	12,535,000	6,267,500			79	New	N/A	N/A	Not Required to Report	
#48-D	Mann-Hummel		98-180	99999-071-A	(T-05)		Expired	5,268,650	2,634,300					N/A	N/A	Not Required to Report	
#48-E	Mann-Hummel	9/28/2009	05-500	99999-120-B	(T-13 PP)		Expired	4,648,463	2,324,232			0	231	N/A	N/A	Not Required to Report	
#48-E	Mann-Hummel		99-477	99999-071-P	(T-03)		Expired	7,927,662	3,963,800			30		N/A	N/A	Not Required to Report	
#1-48	Mann-Hummel/09	9/28/2009	09-357	99999-144-B	(T-16 PP)		Expired	11,696,568	5,848,284			71	169	71	169	Not Required to Report	
#1-48	Mann+Hummel/13	3/20/2013	13-077	99999-148-B	(T-20PP)		Expired	15,896,163	7,948,082			50	377	50	377	Not Required to Report	
#1-48	Mann-Hummel/Comstock	5/27/2014	11-463	99999-154-B	(T-18PP)		Expired	6,700,000	3,350,000			27	75	N/A	N/A	Not Required to Report	
#1-48	Mann-Hummel/Mueller	5/27/2014	12-499	99999-147-A	(T-22 R)	9	Expired	2,635,438	1,317,719			N/A	N/A	N/A	N/A	Not Required to Report	
#1-48	Mann-Hummel/Mueller	5/27/2014	14-196	99999-155-A	(T-24 R)	9	Expired	1,978,000	989,000			20	377	156	433	Not Required to Report	2023-12-30
#1-48	Mann-Hummel/NEW PP	5/27/2014	14-196	99999-155-B	(T-21 PP)		Expired	598,000	299,000							Not Required to Report	
#49	Quality Air	Pending	Never Approved														
#50-A	Liberty Manufacturing	5/10/1988			(T-96 PP)		Expired	361,200	180,600			6	7	N/A	N/A	Not Required to Report	
#50-B	Liberty Manufacturing	1/16/1996	96-025	99999-070-P	(T-03 R)		Expired	142,000	71,000			6	21	N/A	N/A	Not Required to Report	
#50-B	Liberty Manufacturing				(T-00 PP)		Expired	487,500	243,750					N/A	N/A	Not Required to Report	
#51	Pharmacia & Upjohn	8/16/1988	88-380	99999-051-A	(T-03 R)		Expired	5,289,000	2,644,500			13		13		Not Required to Report	
#51	Pharmacia & Upjohn				(T-95 PP)		Expired	5,289,000	2,644,500					N/A	N/A	Not Required to Report	
#52-A	Production Tooling	8/16/1988			(T-95)		Expired	130,000	65,000			2	New	N/A	N/A	Not Required to Report	
#52-B	Production Tooling (Real Only)	6/22/1993					Expired	45,000	22,500			12	New	N/A	N/A	Not Required to Report	
#52-C	Production Tooling (P/P Only)	7/9/1996					Expired	107,000	53,500			2	New	N/A	N/A	Not Required to Report	
#53-A	Bowers Manufacturing	9/13/1988			(T-96 PP)		Expired	3,325,000	1,662,500			25	New	N/A	N/A	Not Required to Report	
#53-B	Bowers Manufacturing	7/20/1993			(T-97 PP)		Expired	700,600	350,300			6	New	N/A	N/A	Not Required to Report	
#53-C	Bowers Manufacturing	5/7/1996	96-239	99999-070-K	(T-03)		Expired	2,766,547	1,383,273			40	New	N/A	N/A	Not Required to Report	
#53-D	Bowers Manufacturing	12/19/2000	01-034	99999-116-A	(T-08 R)		Expired	1,565,000	782,500			30	318**	N/A	N/A	Not Required to Report	
#53-D	Bowers Manufacturing			99999-116-B	(T-05 PP)		Expired	3,621,000	1,810,500					N/A	N/A	Not Required to Report	
#53-E	Bowers Manufacturing	6/10/2007	07-252	99999-136-A	(T-14 R)		Expired	550,000	225,000			10	330	N/A	N/A	Not Required to Report	
#53-E	Bowers Manufacturing			99999-136-B	(T-11 PP)		Expired	703,815	351,908							Not Required to Report	
#53-E	Bowers Manufacturing	2/15/2013	13-002	99999-150-A	(T-20R)		Expired	2,148,000	1,074,000			215	25	108	215	Not Required to Report	
#53	Bowers Manufacturing	2/15/2013	13-002	99999-150-B	(T-17PP)		Expired	663,445	331,723					N/A	N/A	Not Required to Report	
#54	Micro Machine	Denied	32637				Denied										
#55	Fema Corporation	9/12/2017	17-147	99999-159-A	(T-24 R)	6	Expired	2,250,000	1,125,000			14	150	5+	200	Not Required to Report	2023-12-30
#55-A	Fema Corp. (1716 Vanderbilt)	6/20/1989	89-311		(T-97 PP)		Expired	640,000	320,000			25	New	N/A	N/A	Not Required to Report	
#55-B	Fema Corporation	8/20/1996	96-769	99999-070-I	(T-03 R)		Expired	538,247	269,123			5	New	N/A	N/A	Not Required to Report	
					(T-00 PP)		Expired	186,897	93,448					N/A	N/A	Not Required to Report	
#55-C	Fema Corporation	10/8/2002	02-514	99999-119-A	(T-09-PP)		Expired	329,000	164,500			5	0	N/A	N/A	Not Required to Report	

City of Portage
PA-198 Industrial Development and Plant Rehabilitation Districts - Master List and Job Report Summary
Last Updated: July 2024

Dist.	Certificate Holder	Council Approval	Cert. No.	Parcel No.	Transfer Year(s)	Abatement Period	Active/Expired	Application Reported Facility Cost	Exemption Cert. (50%)	Reported Real Property Investment	Reported Personal Property Investment	Application New Jobs	Application Jobs Retained	Reported New Jobs	Reported Jobs Retained	Last Update	Expiration Note
#55-D	Fema Corporation	2/24/2004	04-299	99999-122-A	(T-17-R/E)		Expired	1,055,000	527,500			2	96	N/A	N/A	Not Required to Report	
#55-D	Fema Corporation		04-299	99999-122-B	(T-11-PP)		Expired	305,000	152,500					N/A	N/A	Not Required to Report	
#55-E	Fema Corporation	12/18/2007	08-053	99999-139-A	(T-21-R/E)		Expired	1,390,000	695,000			5	24	5+	24	Not Required to Report	
#55-E	Fema Corporation		08-053	99999-139-B	(T-15-PP)		Expired	1,760,000	880,000					-	-	Not Required to Report	
#55-E	Fema Corporation	9/11/2012	12-316	99999-146-A	(T-19R)		Expired	1,707,000	853,500			40	8	8	40	Not Required to Report	
#55-E	Fema Corporation			99999-146-B	(T-16PP)		Expired	1,947,000	973,500					N/A	N/A	Not Required to Report	
#56-A	Summit Polymers	11/14/1989	89-701	99999-056-A	(T-04 R)		Expired	550,000	275,000			15	New	N/A	N/A	Not Required to Report	
#56-A	Summit Polymers				(T-98 PP)		Expired	812,622	406,311					N/A	N/A	Not Required to Report	
#56-B	Summit Polymers	12/11/1990			(T-94 R)		Expired	3,749,000	1,874,500			38	New	N/A	N/A	Not Required to Report	
#56-C	Summit Polymers	8/4/1992			(T-99 R)		Expired	3,087,000	1,543,500			49	New	N/A	N/A	Not Required to Report	
#56-D	Summit Polymers	12/19/1995			(T-99 PP)		Expired	1,237,000	618,500			12	New	N/A	N/A	Not Required to Report	
#56-E	Summit Polymers	12/17/1996	97-009	99999-070-R	(T-03 R)		Expired	595,000	297,500			90	175	N/A	N/A	Not Required to Report	
#56	Summit Polymers	12/17/1996	97-09	99999-070-S	(T-00 PP)		Expired	2,118,000	1,059,000					N/A	N/A	Not Required to Report	
#56-F	Summit Polymers	5/4/1999	99-179	99999-071-H	(T-06 R)		Expired	370,000	185,000			5	266	N/A	N/A	Not Required to Report	
#56	Summit Polymers		99-179	99999-071-I	(T-03 PP)		Expired	1,096,000	548,000					N/A	N/A	Not Required to Report	
#56	Summit Polymers	6/8/2004	04-585	99999-121-B	(T-08 PP)		Expired	4,469,700	2,234,850			30	0	N/A	N/A	Not Required to Report	
#56	Summit Polymers	11/18/2008	09-042	99999-143-B	(T-12 PP)		Expired	850,000	425,000			0	10	N/A	N/A	Not Required to Report	
#56	Summit Polymers	2/28/2013	13-078	99999-151-A	(T-20 R)		Expired	1,194,619	597,310			17	231	41	231	Not Required to Report	
#56	Summit Polymers	02/29/13	13-078	99999-151-B	(T-17 PP)		Expired	1,792,370	896,185			17	231	N/A	N/A	Not Required to Report	
#57	Buck Chuck	11/14/1989	89-700	99999-057-A	(T-03 PP)		Expired	1,100,000	550,000					N/A	N/A	Not Required to Report	
#57	Buck Chuck				(T-97 PP)		Expired	100,000	50,000					N/A	N/A	Not Required to Report	
#58	Neo-Tec	Canceled	33573														
#59-A	Interfibe Corporation	3/6/1990			(T-99 PP)		Expired	1,277,400	638,700			9	New	N/A	N/A	Not Required to Report	
#59-B	Interfibe Corporation	2/4/1992					Expired	71,400	35,700			0	New	N/A	N/A	Not Required to Report	
#59-C	Interfibe Corporation	6/28/1994			(T-98 PP)		Expired	2,690,000	1,345,000			5	New	N/A	N/A	Not Required to Report	
#59-D	Interfibe Corporation	1/28/1997					Expired	390,000	195,000			3	New	N/A	N/A	Not Required to Report	
#60-A	Pharmacia & Upjohn	4/17/1990	90-160	99950-001-A	(T-05 R)		Expired	20,146,000	10,073,000			11	New	N/A	N/A	Not Required to Report	
#60-A	Pharmacia & Upjohn				(T-99 PP)		Expired	20,599,000	10,299,500					N/A	N/A	Not Required to Report	
#60-B	Pharmacia & Upjohn	11/14/1995	95-788	99999-091-E	(T-02 R)		Expired	682,800	341,400			7	17	N/A	N/A	Not Required to Report	
#60-C	Pharmacia & Upjohn	11/14/1995	95-788	99999-091-F	(T-02 PP)		Expired	9,501,700	4,750,850					N/A	N/A	Not Required to Report	
#61	Howard Printing	3/6/1990			(T-98 PP)		Expired	1,045,000	522,500			10	(See #42)	N/A	N/A	Not Required to Report	
#62	North American Color (PIP Only)	6/12/1990			(T-99)		Expired	3,000,000	1,500,000			40	New	N/A	N/A	Not Required to Report	
#62	North American Color (PIP Only)				(T-96 PP)		Expired							N/A	N/A	Not Required to Report	
#63-A	Stryker (Instruments) Corp.	12/3/1991			(T-99 R)		Expired	16,090,000	8,045,000			220	New	N/A	N/A	Not Required to Report	
#63-B	Stryker (Instruments) Corp.	4/25/1995			(T-99 PP)		Expired	3,798,000	1,899,000			30	New	N/A	N/A	Not Required to Report	
#63-C	Stryker (Instruments) Corp.	4/12/2000	00-013	99999-107-A	(T-07 R)		Expired	2,157,000	1,078,500			30	50	N/A	N/A	Not Required to Report	
#63-C	Stryker (Instruments) Corp.	4/12/2000	00-013	99999-107-B	(T-04 PP)		Expired	694,300	347,150			30	50	N/A	N/A	Not Required to Report	
#63	Stryker (Instruments) Corp.		01-085	99999-113-B	(T-05 PP)		Expired							N/A	N/A	Not Required to Report	
#63	Stryker Instruments Division	10/10/2006	06-490	99999-135-A	(T-20 R)		Expired	4,085,094	2,042,547			30	372	N/A	N/A	Not Required to Report	
#63	Stryker Instruments Division	10/10/2006	06-490	99999-135-B	(T-20 PP)		Expired	1,326,989	663,495					-	-	Not Required to Report	
#63	Stryker Instruments Division	2/25/2013	13-052	99999-149-A	(T-20R)		Expired	4,590,937	2,295,469			18	18	N/A	N/A	Not Required to Report	
#63	Stryker Instruments Division	2/25/2013	13-052	99999-149-B	T-17PP)		Expired	1,051,770	525,885			18	18	N/A	N/A	Not Required to Report	
#64	Pharmacia & Upjohn	6/9/1992			(T-97 PP)		Expired	14,931,000	7,465,500			0	10	N/A	N/A	Not Required to Report	
					(T-96 PP)		Expired							N/A	N/A	Not Required to Report	
#65	Pharmacia & Upjohn	8/4/1992			(T-99 R)		Expired	25,250,000	12,625,000			0	8	N/A	N/A	Not Required to Report	
#66	Pharmacia & Upjohn	11/10/1992			(T-97 PP)		Expired	8,500,000	4,250,000			0	4	N/A	N/A	Not Required to Report	
#67-A	R S Insulation	9/14/1993					Expired	170,000	85,000			10	New	N/A	N/A	Not Required to Report	
#67-B	N L Fabricating	5/21/1996	96-238	99999-070-G	(T-03 R)		Expired	131,269	65,634			8	New	N/A	N/A	Not Required to Report	
#67	AGIO Imaging (Transfer)	11/23/2004	02-218	99999-127-B	(T-09 PP)		Expired	659,132	329,158			2 (Kazoo)	15 (Kazoo)	N/A	N/A	Not Required to Report	
#67	AGIO Imaging	11/12/2004	05-312	99999-128-A	(T-12 R)		Expired	165,000	82,500			4	12	N/A	N/A	Not Required to Report	
#67	AGIO Imaging	11/12/2004	05-312	99999-128-B	(T-08 PP)		Expired	650,000	325,000			4	12	N/A	N/A	Not Required to Report	
#68	Av Tech Lab (4/94 STC Denied)	10/26/1993					Expired	1,350,000	675,000			5	15	N/A	N/A	Not Required to Report	
#68	Av Tech Laboratories, Inc.	2/15/2001	00-085	99999113-B	(T-05 PP)		Expired	835,649	417,825			20		N/A	N/A	Not Required to Report	
#69	Auto Diagnostics	10/26/1993			(T-97 PP)		Expired	597,800	298,900			79	New	N/A	N/A	Not Required to Report	
#70	Custom Design/Inject Mold	6/27/1995			(T-99 PP)		Expired	1,900,000	950,000			20	New	N/A	N/A	Not Required to Report	
#71	American Winding	Withdrawn	35431														Not Required to Report
#72	Summit Polymers	1/14/1997	97-030	99999-072-A	(T-04 R)		Expired	5,398,000	2,699,000			42	New	N/A	N/A	Not Required to Report	
#72	Summit Polymers		97-030	99999-072-B	(T-01 PP)		Expired							N/A	N/A	Not Required to Report	
#72	Summit Polymers	10/10/2013	13-401	99999-152-A	(T-20 R)		Expired	2,152,464	1,076,232			23	201	17	218	Not Required to Report	
#72	Summit Polymers	10/10/2013	13-401	99999-152-B	(T-17 PP)		Expired	3,533,174	1,766,587			23	201	N/A	N/A	Not Required to Report	
#73	Select Products	11/3/1998	98-738	99999-071-S	(T-05 R)		Expired	533,865	266,933			11	21	N/A	N/A	Not Required to Report	
#73	Select Products	11/3/1998	98-738	99999-071-T	(T-02 PP)		Expired	38,000	19,000			11	10	N/A	N/A	Not Required to Report	
#74	Colonial Engineering	12/1/1998	98-739	99999-071-J	(T-04 R)		Expired	1,600,000	800,000			10	15	N/A	N/A	Not Required to Report	
#74	Colonial Engineering	12/1/1998	98-739	99999-071-K	(T-02 PP)		Expired	902,700	451,400					N/A	N/A	Not Required to Report	
#75	Pharmacia & Upjohn	4/20/1999	99-191	99999-071-L	(T-06 R)		Expired	1,250,900	625,450			0	0	N/A	N/A	Not Required to Report	
#75	Pharmacia & Upjohn	4/20/1999	99-191	99999-071-M	(T-03 PP)		Expired	2,301,200	1,150,600					N/A	N/A	Not Required to Report	
#76	Business Cards Plus	8/13/1999	99-355	99999-071-Q	(T- 06 R)		Expired	590,641	295,320			8	49	N/A	N/A	Not Required to Report	
#76	Business Cards Plus	8/13/1999	99-355	99999-071-R	(T-03 PP)		Expired	270,954	135,477					N/A	N/A	Not Required to Report	
#77	Kalamazoo Machine Tool, Inc.	3/15/2001	00-716	99999-118-A	(T- 08 R)		Expired	410,000	205,000			7	transfer	N/A	N/A	Not Required to Report	
#78	IDEA Design & Dev. Co.	1/15/2001	00-715	99999-115-A	(T-08 R)		Expired	465,000	232,500			3	2	N/A	N/A	Not Required to Report	
#78	IDEA Design & Dev. Co.	1/15/2001	00-715	99999-115-B	(T- 05 PP)		Expired	63,500	31,750					N/A	N/A	Not Required to Report	

City of Portage
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#78	PharmOptima, LLC (6710)	9/25/2007	07-550	99999-137-A	(T-14 R)		Expired	623,506	311,753			10	24	N/A	N/A	Not Required to Report	
#78	PharmOptima, LLC (6710)	9/25/2007	07-550	99999-137-B	(T-11 PP)		Expired	785,923	392,962							Not Required to Report	
#78	Genesis Pharm Optima, LLC	6/21/2021	21-075	99999-164-A		9	Active	4,777,500	2,388,750			30	16	N/A	N/A	DNR	did not build
#79	Interfibe Corporation	5/1/2001	01-086	99999-111-A	(T-07R)		Expired	245,000	122,500			2	20	N/A	N/A	Not Required to Report	
			01-086	99999-111-B	(T-05PP)		Expired	1,170,000	585,000					N/A	N/A	Not Required to Report	
#79	Interfibe Corporation	6/1/2003	03-151	99999-120-A	(T-15R)		Revoked	250,000	125,000			2	20	N/A	N/A	Not Required to Report	
				99999-120-B	(T-10P)		Expired	507,000	253,500					N/A	N/A	Not Required to Report	
#80	Stryker Instruments Division	Withdrawn	37974														
#81	Pharmacia & Upjohn Company	Withdrawn	37949														
#82	Stryker Medical Division	10/26/2004	04-584	99999-126-A	(T-17 R)		Expired	24,817,000	12,408,500			65	630	N/A	N/A	Not Required to Report	
#82	Stryker Medical Division	10/26/2004	04-584	99999-126-B	(T-17 PP)		Expired	7,763,000	3,881,500					N/A	N/A	Not Required to Report	
#82	Stryker Corporation	6/26/2018	18-095	99999-161-A	(T-33 R)	12*	Active	35,758,639	17,879,320	46,284,355	53,708,031	150	1,011	625	1011	7/29/2024	2032-12-30
#82	Stryker Corporation	9/17/2019	19-100	99999-162-A	(T-32 R)	12	Active	6,265,544	3,132,772	18,390,305		0	1,011	0	1011	7/29/2024	2031-12-30
#83	Stryker Instruments Division	10/26/2004	04-583	99999-124-A	(T-17 R)		Expired	13,679,000	6,839,500			70	318	N/A	N/A	Not Required to Report	
#83	Stryker Instruments Division	10/26/2004	04-583	99999-124-B	(T-17 PP)		Expired	4,110,258	2,055,129					N/A	N/A	Not Required to Report	
#85	Elason Corporation	9/26/2005	05-332	99999-125-A	(T-12 R)		Expired	517,741	258,870			10	20	N/A	N/A	Not Required to Report	
#85	Elason Corporation	9/26/2005	05-332	99999-125-B	(T-09 PP)		Expired	70,529	35,265					N/A	N/A	Not Required to Report	
#86	Precision Printer Services Inc	3/28/2006	06-142	99999-131-A	(T-13 R)		Expired	752,604	376,302			1	24 (Kazoo)	N/A	N/A	Not Required to Report	
#86	Precision Printer Services Inc	3/28/2006	06-142	99999-131-B	(T-10 PP)		Expired	35,000	17,500							Not Required to Report	
#87	AVTECH Laboratories, Inc	3/28/2006	06-143	99999-132-A	(T-13 R)		Expired	3,500,000	1,750,000			30	47	N/A	N/A	Not Required to Report	
#87	AVTECH Laboratories, Inc	3/28/2006	06-143	99999-132-B	(T-10 PP)		Expired	3,000,000	1,500,000					N/A	N/A	Not Required to Report	
#88	PharmOptima, LLC (6740)	9/25/2007	07-560	99999-138-A	(T-14 R)		Expired	812,500	406,250			10	6	N/A	N/A	Not Required to Report	
#88	PharmOptima, LLC (6740)	9/25/2007	07-560	99999-138-B	(T-11 PP)		Expired	605,388	302,694							Not Required to Report	
#89	Elason Corporation	10/7/2008	08-601	99999-140-A	(T-14 R)		Expired	1,469,156	734,578			0	24	N/A	N/A	Not Required to Report	
#90	Stryker Corporation (Kenco Logistic Services)	10/21/2017	15-005	99999-153-A	(T-25 R)	9	Active	12,388,601	6,194,301	12,130,413		10	108	71	108	7/29/2024	2024-12-30
#90	Stryker Corporation	10/5/2021	21-098	99999-165-A		9	Active	14,000,000	7,000,000	14,094,924			189	92	189	7/29/2024	2030-12-30
#91	Pharmacia & Upjohn Company	8/23/2016	16-139	99999-156-A	(T-29 R)	12	Active	38,929,000	19,464,500	33,989,619		0	26	0	38	6/20/2024	2028-12-30
#91	Pharmacia & Upjohn Company	8/23/2016	17-058	99999-157-A	(T-30 R)	12*	Active	61,487,000	30,743,500	203,819,168		15	26	0	26	6/20/2024	2029-12-30
#91	Pharmacia & Upjohn Company	4/10/2018	18-044	99999-160-A	(T-34 R)	12*	Active	148,000,000	74,000,000	480,056,318		450	200	1117	762	6/21/2024	2033-12-30
#92	Stryker Corporation	3/14/2017	17-062	99999-158-A	(T-30 R)	12	Active	143,718,466	71,859,233	150,337,437		105	966	106	966	7/30/2024	2029-12-30
#92	Stryker Corporation	3/14/2017	17-062	99999-158-B	(T-24 PP)		Expired	10,862,750	5,431,375							Not Required to Report	
#93	Midwest Fastener Corporation	1/12/2021	21-007	99999-163-A	(T-31 R)	9	Active	2,798,260	1,399,130	3,100,479		30	120	70	120	6/5/2024	2030-12-30
#34.62	Depatie Fluid Power Company		23-086	99999-166-A		12*	Active	2,609,953	1,304,977			48	86			CIP	2033-12-30
#34.62	Depatie Fluid Power Company		23-085	99999-167-A		12*	Active	640,047	320,024			0*	0*			CIP	2033-12-30
#34.62	Micro-Lam Inc		23-087	99999-168-A		12*	Active	3,230,000	1,615,000			10	24			CIP	2033-12-30

* After Construction Period

*Estimated based on total reported numbers

*Estimated based on total jobs reported

*combined with Cert 23-086

DNR - Did not Report
CIP - Construction in Progress
NR - Not Required

Minutes of Boards & Commissions

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Meeting – September 5, 2024
Conference Room 3

CALL TO ORDER: The City of Portage Human Services Board meeting of September 5, 2024, was called to order by Chairperson Brooke Kolodzieczyk, at 5:32 p.m. in Conference Room 3, Portage City Hall, 7900 S. Westnedge Avenue, Portage MI.

MEMBERS PRESENT: Chairperson Brooke Kolodzieczyk, Sue Beasley, Ashley Vosburgh, Candace Wise, Julie Pryor, Chelsea Huber, Pamela Kanouse, Martha Perry

MEMBERS ABSENT: John Dillworth

STAFF PRESENT: Tina Perry

MEMBER UPDATES: New Members Ashley Vosburgh and Candace Wise introduced themselves and showed excitement about their appointments. Each HSB member shared an introduction with Sue Beasley announcing her resignation due to expecting her first child in December. John Dillworth decided not to renew another term, for a total of two vacancies.

Chairperson Brooke Kolodzieczyk initiated an invitation for a Vice-Chairperson to be appointed as Brian Plescher had moved outside of Portage to take a new work position. In the event Chairperson Brooke Kolodzieczyk would not be able to attend, the role of the Vice-Chairperson is to conduct Roberts Rules and run the meeting accordingly. Canda Wise embraced the opportunity. A motion was made by Marcia Perry, supported by Pamela Kanouse, who agreed to assist if necessary, and it was supported unanimously.

APPROVAL OF MINUTES: The Minutes of April 4, 2024, were approved by a motion, made by Chelsea Huber and supported by Sue Beasley. The motion passed unanimously.

NEW BUSINESS: Public Hearing on CDBG Consolidated Annual Performance Evaluation Report (CAPER), to receive comments was held. Chairperson Brooke Kolodzieczyk asked for a motion to open the public hearing. Pan Kanouse made a motion to open the public hearing for public comments, supported unanimously. Tina Perry indicated that no comments had been received per the public notice and no public attended the meeting to comment. Martha Perry made a motion, supported unanimously, to close the meeting. The CAPER will be sent to HUD with the appropriate attachments.

OTHER BUSINESS: A schedule of meeting events was provided. Highlighted was Red Ribbon Week in October. Chairperson Brooke Kolodzieczyk explained the efforts of the HSB of bringing awareness to the stance against drugs and alcohol, and asked if there is interest by the HSB in continuing efforts by former HSB, now Council woman, Jihan Young, and Chairperson Brooke Kolodzieczyk started. Ashley Vosburgh stepped right up, expressing willingness. Brooke and Tina will assist. January 2 is a normal HSB meeting date, and the first important meeting to review applications received by organizations for general funding. Brooke explained these meetings are typically longer than normal and, because of the January 1 New

Year holiday preceding, to assure a quorum. As a result, Chelsea Huber made a motion to cancel the regular meeting January 2, 2025, and reschedule to January 9, 2025 @ 5:30 p.m. It was unanimously supported. November 7, 2024, the regular HSB meeting will be canceled to host the 3rd annual Open House. However, Chairperson Brooke Kolodzieczyk requested the attendance of all HSB members to take the time and get to know agencies prior to the review of request for fund proposals from agencies.

ADJOURN: Motion to adjourn was made at 6:13 p.m. by Chelsea Huber, supported by Sue Beasley, and unanimously supported 8-0.

Respectfully Submitted,

Tina Perry
Neighborhood and Housing Specialist Community Development, City of Portage

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**City of Portage
Historic District Commission
Meeting Minutes**
Wednesday September 4, 2024, at 8:30 AM
City Council Chambers Conference Room

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

Members Present: Martha Deming-Maytnier, Becky Lopez, Carol Dunleavy-Chandler, Katie VanLonkhuyzen.

Members Absent (excused): Nick Meyle, Steve Rice, Suzanne M. Nemeth

Staff: Alex Johnson, City Planner/Project Manager

Approval of Minutes:

August 7, 2024, Meeting Minutes:

Commissioner Dunleavy-Chandler made the motion, seconded by Commissioner Deming-Maytnier, to approve the August 7, 2024, meeting minutes as submitted; motion approved 4-0.

New Business: None.

Announcements: None.

Unfinished Business: None.

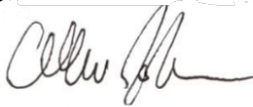
Citizen Comments: None.

Member Comments:

The HDC expressed interest in preserving the historic buildings on the Schram's Greenhouse property, possibly establishing the entire property as a historic site. The focus was on making Celery Flats more kid-friendly and appealing. The HDC also expressed the difficulty of achieving goals without resources, and a desire to be part of the Master Plan, discussing the Commission's origins and enhancing the care of City Boards and the public.

Adjournment: There being no further comments or business, Chair VanLonkhuyzen adjourned the meeting at 9:35 AM.

Regards,



Alex Johnson, MURP
City Planner/Project Manager

FY 2024-2025 Planning Commission Work Program

No.	Project	Description	Status	Next Steps	Associated City Council Goals
1	Align with FY '24-25 City Councils goals	Goals: 1) Farmers Market, 2) Housing Strategies, 3) Optimize Waste Hauling, 4) Business Friendly Portage, 5) Legal Services 6) Build on 2023 Progress - including launch rewrite of City zoning code and improve Lake Center corridor	On-going	–	All Goals
2	Master Plan Update	Master Plan guides future growth and development in the city. Public engagement include stakeholders and subgroups of the Planning Commission has been provided.	Adopted August 15, 2024	Plan implementation.	Housing Strategies; Build on 2023 progress; Business Friendly Portage
3	Lake Center District Corridor rezoning on Portage Rd.	Building on 2023 Progress, Council's recommendation to implement Lake Center District Plan such as establishing new zoning development standards for Portage Road frontage properties between Centre Ave and E. Osterhout Ave.	City hired McKenna Associates planning consultants and formed a new stakeholder group to assist in creating new zoning standards.	Discussing new draft zoning standards with stakeholders and future workshop with Planning Commission.	Building on 2023 Progress; Housing Strategies
4	Code Overhaul	1) In collaboration with staff, Planning Commission researches, reviews, and recommends changes to the zoning code and map. 2) Establish mixed-use zoning district for Lake Center Plan, City Center, and other areas to better accommodate markets needs and achieve City Council goals. 3) Establish clear procedures for residential development and streamline the review process. 4) The Code Overhaul scope includes the rewriting of Article 4. Zoning Ordinance, the updating of Article 5. Subdivision and Land Division Regulations, and Article 6. Condominium Projects of Chapter 42. 5) Article 5 and Article 6 are currently not in the Zoning Code, but they include the required improvements and design standards for residential subdivision (plat and condominium subdivision) development streets, sidewalks, utilities, blocks, lots, preservation of natural features, landscaping and screening regulations, and they are crucial to residential and housing development.	Planning consultants will be chosen to assist updating zoning code, subdivision & land division, condominium code to align with new Master Plan, increase housing development opportunities, and make other needed adjustments.	Hire planning consultant.	Housing Strategies; Build on 2023 progress; Business Friendly Portage
5	Rewrite Housing Regulations, Standards	Explore all housing related zoning and non-zoning housing development regulations, standards to align with new Council housing goals and new Master Plan. This effort will be accomplished with 'Code Overhaul' planning effort. The updating of Article 5. Subdivision and Land Division Regulations, and Article 6. Condominium Projects would include public infrastructure standards for residential/housing development, and American Association of State Highway and Transportation Officials (AASHTO) standards and/or other best practices/standards would be reviewed and considered.	Housing Readiness Incentive Enhancement Grant was awarded for sections on Housing Reform in the Zoning Ordinance Rewrite, and updating subdivision and Condo codes. The same consultant will be chosen to accomplish housing related code as priority if the required time frame for the entire Code Overhaul project not sufficient to meet the grant deadline, which is January 16, 2026.	Hire planning consultant (would be the same consultant as the above).	Housing Strategies; Build on 2023 progress; Business Friendly Portage
6	FY2024-30 Capital Improvement Program (CIP)	Review and recommend the City Council adopt the annual CIP.	Council approved	Determine project demands for staffing responsibilities to begin implementing Planning-related CIP items. Assist other Departments, as needed.	Housing Strategies; Build on 2023 progress; Business Friendly Portage
7	Planning Commission continuing education	Each Planning Commission member needs to engage in available training/educational opportunities available through the Michigan Association of Planning (MAP) and American Planning Association (APA) web sites; participate in webinars and conferences sponsored by professional planning organizations; and participate in training sessions presented by staff and/or City Attorney.	Ongoing	Planning Commissioners should register for on-line courses, conferences, and in-person conferences when offered by MAP or other related organizations. Staff and the City Attorney can also provide in-person training sessions.	Farmers Market, Housing Strategies, Business Friendly Portage, Build on 2023 Progress
8	Support PC members to attend other City Boards/ Commission	By attending other Boards/ Commissions meeting, the Planning Commissioners can be better informed of other City-related events, processes, and general operations of City services.	Ongoing	–	Farmers Market, Housing Strategies, Business Friendly Portage, Build on 2023 Progress

TO: Planning Commission

DATE: September 10, 2024

FROM: Peter J. Dame, Chief Development Officer

SUBJECT: FY 23-24 Planning Commission Work Program and Proposed FY 24-25 Work Program.

I. INTRODUCTION:

The Planning Commission adopts an annual work program that includes the duties and responsibilities of the Commission for the next fiscal year per statute and local ordinance. The Commission also works towards addressing the annual Council's goals, which are listed below:

FY 24/25 Council Goals	
1	Construct Farmers Market
2	Update Housing Strategies
3	Optimize Waste Hauling
4	Promote business friendly Portage
5	Research Legal Service Models
6	Build on 2023 Progress: -Lake Center Improvements -Zoning Code Rewrite -Extend Trail Network -Support private investment in whole Westnedge commercial corridor

Provided below is a list of planning-related projects and development proposals during the FY 23/24 period.

II. SUMMARY OF FY 2023-24 WORK PROGRAM:

- 1) *With the acceptance of the Lake Centre District Corridor and Placemaking Study, prepare ordinances and economic development tools to implement identified goals and objectives.*

The Lake Center District Corridor and Place-making Study was accepted by the Council in July 2021. The Council has initiated efforts to implement this study such as approving CIP allocation, distributing RFP for various road reconstruction projects, and site acquisitions along Portage Road. One example of these includes purchasing 8847 Portage Road for a new traffic signal at the

intersection of Portage Road & Forest Drive. An additional effort currently underway is establishing new zoning standards along the Portage Road corridor between E. Centre Avenue and E. Osterhout Avenue. This zoning effort is assisted by McKenna Associates (planning consultants) and a local stakeholder group. These new zoning standards are expected to be adopted by the end of 2024.

2) *Conduct five-year review/update of the 2014 Comprehensive Plan.*

In 2022, Council approved a contract with Housel-Lavigne Associates (planning consultants) to assist in updating the existing 2014 Plan. Over the past 18 months, the City and consultants provided various public engagement opportunities such as several community-wide workshop and business-stakeholder meetings. And a new webpage has been established for communicating the Comprehensive Plan update, schedule of participation, and various information about the Plan and community. The new plan is adopted on August 15, 2024.

3) *Continue to assist the City Administration and City Council to achieve Redevelopment Ready Communities (RRC) certification, a program sponsored by the Michigan Economic Development Corporation (MEDC). Once documents are created by staff and certification requirements are met, the Commission will review remaining documents needed for certification including an updated economic development strategy; and an overarching marketing strategy to promote redevelopment ready sites and economic development in general.*

Redevelopment Ready Communities (RRC) certification is in the progress. Staff is currently pursuing RRC prerequisite criteria such as the City adopting a new Comprehensive Plan and approving zoning consistent with the Master Plan. Following adoption, an update presentation will be made to the Planning Commission regarding the RRC process and the current status.

4) *Continue to guide development to appropriately planned area of the community and consider the protection of environmentally sensitive areas including regulated wetlands, groundwater and surface water, with the intent to achieve a well-organized, balanced, sustainable, and efficient use of land at densities that:*

- *Meets the current and future needs of city residents.*
- *Protects key natural and historic resources.*
- *Complements the existing and planned capacity of streets and infrastructure.*

The Planning Commission continues to guide development consistent with the Comprehensive Plan Update/Future Land Use Map and remains cognizant of the impacts of development may have on environmentally sensitive land areas. Additionally, the Planning Commission also continues to ensure new development projects are designed consistent with applicable ordinances through review of site plans, special land use permits, planned developments, plats, and other development proposals.

5) *During project plan review, consider the following:*

- *Implementation of Complete Streets Policy elements.*

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- *Parking lot interconnection, driveway consolidation, access from adjacent local/collector street or other methods intended to improve traffic flow and safety.*
- *Adjacent residential neighborhood protection measures.*
- *Protection of environmentally sensitive areas including regulated wetlands, ground water and surface water through the use of green development practices or other appropriate measures.*

During FY 23/24, the Planning Commission reviewed and approved the following private development projects where one or more of the land use considerations listed above were incorporated to ensure increased transportation equity and choices, access management safety and efficiency, neighborhood harmony, and reduced/ preservation of sensitive environmental conditions.

No.	Permit Type	Location	Project Title
1	Parking Reduction Request	8842 Portage Rd	'468 Wine'; Parking Reduction
2	Accessory Building	1442 W. Osterhout Ave	Additional Accessory Building for Residence
3	PD Tentative Plan Amendment	412 W. Centre, 7860 Shaver Rd	River Caddis
4	Accessory Building, Home Occupation	629, 665 E. Osterhout Ave	Additional Accessory Building, Home Occupation for Residence
5	Special Land Use Permit	4401 Bishop Ave	New Church
6	PD Final Plan	732, 810, 830, and 906 E. Centre Ave	Trilogy Senior Housing Facility
7	Preliminary Plat	9840 Oakland Drive	Oakland Farm No. 4
8	PD Final Plan	9581 Oakland Dr	Oakland Commons
9	Special Land Use Permit, Parking Reduction Request	9651 Portage Rd	Group Child Care Home
10	Special Land Use Permit, Site Plan	9651 Portage Rd	Contractor's Business
11	PD Tentative Plan	8150 Creekside Dr.	Creekside Housing PD

- 6) *Consider and act appropriately upon site-specific rezoning's in the context of the Comprehensive Plan in an effort to encourage sustainable residential, commercial, industrial, planned development and high-tech development opportunities, as appropriate.*

No.	Permit Type	Location	Project Title
1	Tentative Plan, Rezone	9581 Oakland Dr	Oakland Commons Planned Development (PD)
2	Rezone	6008, 6018 Chelsea Ln	'Raising Cane's' Rezoning
3	Rezone	1330 E. Centre Ave	Centre Ave & Lovers Ln
4	Rezone	600 W. Milham Ave	Milham Ave Rezoning

Provided below is a list of all rezones received in FY 23/24. All but No. 2 were approved by Council.

- 7) *Consider city-wide Zoning Code text amendments including, but not limited to, City Council referrals and ordinances.*

The Planning Commission and City Council reviewed and approved the following zoning amendments:

No.	Permit Type	Project Description	Location
1	Text Amendment	Amend various sections of Zoning Code to ensure consistency with State regulations, address technical items and other changes.	City-wide
2	Text Amendment	Lakefront Property Housing Codes	City-wide
3	Text Amendment	Establish Accessory Dwelling Units (ADU)	City-wide
4	Text Amendment	Amend Temporary Sign Regulations	City-wide

8) *When appropriate, engage the Youth Advisory Committee (YAC) in the planning process.*

The YAC was involved during the public engagement of the Master Plan update including the initial meeting on November 14, 2022, and draft Master Plan public meetings.

9) *Review and recommend the FY2023-2029 Capital Improvement Program.*

In April 2024, the Planning Commission reviewed and supported the proposed FY 2024-2030 Capital Improvement Program (CIP) to Council.

10) *Continue to engage in continuing education through various Planning Commission training options including continued review of professional planning publications and information available through the Michigan Association of Planning (MAP) and American Planning Association (APA) web sites, participation in webinars and/or conferences sponsored by professional planning organizations, and participation in training sessions presented by staff and/or City Attorney.*

- The MAP ‘Michigan Planner’ bimonthly newsletters continue to be provided to the Commission.
- On-line training and educational materials are also accessible to the Commission through the MAP and APA websites.

III. FY 2024-25 WORK PROGRAM (PROPOSED):

The proposed FY 2024-25 Planning Commission Work Program is attached for review and consideration. If City Council requests the Commission consider/review additional topics/issues, the Commission can amend the Work Program.

The Commission is advised to review and discuss the attached materials during the September 19, 2024, meeting and, if no further changes, adopt the attached FY 24/25 Planning Commission Work Program.

Attachment: Proposed FY 24/25 Planning Commission Work Program

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Stanwood Crossings Rezoning and Tentative Plan Application and Preliminary Condominium Plan

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Subsequent to the public hearing, approve the Rezoning and Tentative Plan Application #24/25-2 from R-1B One Family Residential District to Planned Development (PD) and the Preliminary Condominium Plan for ‘Stanwood Crossings’ proposed single-family residential development at 9617 Portage Road.

The applicant (City of Portage) proposes ‘Stanwood Crossings’ single-family residential subdivision development at 9617 Portage Road by filing a Rezoning Application and a PD Tentative Plan Application from R-1B One-Family Residential District to Planned Development (PD), and a Preliminary Condominium Subdivision plan. This memo addresses each of these applications, outlines the permitting procedure, and provides the Planning Commission's recommendation to the City Council.

The proposed Stanwood Crossings development is a single-family residential housing development located in the southeast area of Portage, off from the east side of Portage Road, situated between Woodbine Avenue and Stanley Avenue. Pioneered by City Council, this is the first city-led housing project that provides housing for future eligible homeowners in Portage to address the documented housing shortage in Kalamazoo County and the City of Portage. As noted in the included project application narrative, the costs to develop homesites and build new homes have increased by over 50% since 2019, pushing costs beyond middle-income households. To alleviate this challenge for developers and potential homebuyers, the city has partnered with AVB Inc. (local housing developer) and Wightman Associates (local engineering firm) to help design the overall project.

In 2021, City Council approved the city's purchase of the subject site to create additional housing opportunities and to meet the Council’s various housing goals. The following year, the city adopted the 2022 Attainable Housing Plan to focus on the housing strategy. To initiate this project, the Council sought a builder to act as a development partner with the city to provide housing for middle income households. Throughout 2023 and 2024, staff worked with AVB Inc. and Wightman Associates to create the overall development layout, discussing various grants and their procedures, choosing housing plans and layouts, and analyzing required city permitting processes.

The project as presented consists of developing the 13.36-acre city-owned parcel into 44 separate lots for future single-family homes, resulting in a density of 3.3 dwelling units/acre. Lot sizes range from 6,481 to 13,210 square feet. Future homes will be one- or two-story options, all with attached garages, and

consist of 2 to 3 bedrooms and 2 to 2.5 bathrooms. One-story home sizes will be 1,206 to 1,353 square feet, while two-story home sizes will be 1,505 to 1,640 square feet. Each home will have direct access to new interior public streets with sidewalks and city water, sewer, and storm sewer utilities. Private utilities such as electricity, internet, cable, etc. will also be provided. New streets will connect to Stanley Avenue and Woodbine Avenue, which connect to Portage Road. The new sidewalks will connect to an open space area in the southwest part of the project where a new paved trail connecting to the Portage Road sidewalk and a new city stormwater basin will be provided, and also to Woodbine where there is a pedestrian access to Lakeview Park on the North side of the street. The project also consists of an easterly street stub as required. These development items are described and shown in the attached narrative, site plan drawing, and concept images.

Future homes will be built for middle income or ‘workforce’ households and will be owner-occupied (rentals will be prohibited). They will be designed and priced for sale for income in the range of 80% to 120% Area Median Income (AMI) of Kalamazoo County. To ensure housing price levels remain within this income range, the city intends to establish a new Community Land Trust to assist and oversee the continued affordability of the homes over time. Each of the 44 future parcels will have a long-term land lease with the trust which would be renewed with a future home buyer. The purchasers of the homes utilizing traditional mortgage financing, and will be responsible for home maintenance and property taxes. To lower overall development costs and offer homes at prices for eligible households, the city has received grants to fund the overall project. Grants include the Kalamazoo County Homes For All Millage, Down Payment Assistance grant from Kalamazoo County, a federal grant, and American Rescue Plan Act (ARPA) funding.

Future traffic from the development is expected to use Portage Road as the main access to the development. Impacts on this road and adjacent intersections such as Woodbine and Stanley avenues have been analyzed in a traffic impact study. The study and an associated city traffic summary memo are attached. The study concluded that longer wait times at those intersections are forecast during the afternoon peak hour but overall, have minimal negative impact on the existing traffic levels in the area. The City of Portage Traffic Engineer concluded similar but forecast shorter wait times. The driveways for 2002, 2004, and 2016 Woodbine Avenue will be modified by the city as they will be impacted by the new street connecting to Woodbine Avenue. The city has communicated details of the new driveways with these property owners.

If current and future permit approvals are gained, construction would occur in phases tentatively starting with properties fronting Stanley Avenue, and then installation of new roads and utilities later in the spring/summer, with home construction in the summer.

On June 26, 2024, a concept development layout was presented to the Stanley/Woodbine Avenue neighborhood at Lakeview Park to inform and gain feedback from residents in the area. Eleven people from the neighborhood attended. A summary of this meeting and received public comments are attached. The main concern received from attendees was largely about the impact on traffic in the area. It was also suggested to add additional trees, which was done prior to Planning Commission submission.

The following table summarizes **existing conditions** in this general area:

Existing Land Use/ Zoning	• The subject site is undeveloped and zoned R-1B One-Family Residential. • <u>North</u>: Single-Family Homes (2002-2116 Woodbine Avenue) Zoned: R-1B One-Family Residential.
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	• <u>South</u>: Single-Family Homes (2107, 2151 Stanley Ave.) Zoned: R-1B One Family Residential; ‘Bart’s Banners and Signs’ (9717 Portage Rd), Zoned I-1 Light Industrial. • <u>East</u>: Greenhouse (2205 Stanley Ave); Zoned R-1B One-Family Residential. • <u>West</u>: ‘Hounds and Co.’ Pet Supplies, ‘Lincoln Dog Park’ (9651 Portage Rd); Zoned B-3 General Business District.
Public Streets	The surrounding roadway network: Portage Road – 2023 Kalamazoo Area Transportation Study (KATS) recorded 17,340 total Annual Average Daily Trips (AADT) trip counts north of Woodbine Avenue. KATS does not have counts for Woodbine Avenue, or Stanley Avenue. Peak hour turning movements traffic count data for Woodbine Avenue and Stanley Avenue for 2023 and 2024 are provided in Appendix B of the attached TIS.
Public Utilities	City sanitary sewer and water are available along Woodbine Avenue and Stanley Avenue.
Environment	The subject site is undeveloped and consists of natural vegetation, largely of deciduous trees. There are overhead electrical lines in the southern area.
Unique Conditions	There are no mapped wetlands, mapped historic buildings/ structures, nor flood hazards on the site.

The following sections of Chapter 42 apply and are addressed further in this report:

Article 4, Division 4. Zoning Districts and District Regulations

- [Subdivision 11](#) – Planned Development (PD) District, and (for Tentative Plan and Final PD Plan)
- [Division 8](#) – Administration and Enforcement (for Rezoning Application)

Article 6. Condominium Projects

- [Division 2](#) - Review Process (for Preliminary, Final Condominium Plans)
- [Division 3](#) - Required Improvements and Design Standards

The following sections address the permitting processes of the filed rezoning to ‘Planned Development’ (PD), the Tentative PD Plan, and the Preliminary Condominium Plan.

Proposed Rezone Process - Sec 42-651

The rezoning process is outlined under Sec 42-651 *Amendments to this article* and requires Planning Commission, City Council reviews and public hearings with the Council providing the final vote. All rezoning applications are reviewed for consistency with the city’s Master Plan, analyzing impacts on neighborhoods and existing conditions, and analyzing impacts on city infrastructure (streets, utilities, etc.). Per the submitted rezoning application, the requested rezone is from R-1B One-Family Residential to Planned Development. Analysis of the request is provided later in this report.

Proposed Tentative Plan ‘Planned Development’ (PD) – Sec 42-375

The overall Planned Development review process involves two steps per Sec. 42-375:

Step 1) Tentative Plan review (Items A-G, Sec 42-375) identifies part(s) or whole project features; analyzes the impact on neighborhood, streets, utilities, and the natural environment; and determines consistency with adopted local plans. The filed PD Tentative Plan is at this step.

Step 2) Final Plan review (Items H-M, Sec 42-375), identifies and analyzes detailed drawings of project improvements (streets, utilities, lot dimensions, etc.). A Final PD Plan review will not apply to this case. However, the applicable criteria under this step will be addressed in the subsequent Final Preliminary Condominium Plan (which is addressed in the next section).

The project is at Step 1, The Planning Commission recommended it to the City Council for approval on September 5, 2024, Planning Commission meeting. At the September 10 Council meeting, City Council received the request and set up a public hearing for October 22, 2024. Required submittals are listed under Sec 42-375 PD Tentative Plan items A-E, including a general site layout showing existing and proposed conditions. The attached documents provide a development layout, project narrative, and fees addressing the above code sections.

The Planned Development (PD) is a unique residential district that allows the most flexible development standards not offered in any other residential zoning district. It allows the applicant to determine specific building yard setbacks, provides smaller lot sizes and widths, allows a variety of housing types, and allows some nonresidential uses. Existing R-1B and proposed project standards are shown in Table 1 below. The PD district was pursued to allow the following project features:

- Minimum 60' parcel width
- Parcel size: Min.: 6,481 sq ft; Ave.: 9,009 sq ft
- Building yard setbacks: Front: 25', Side: 5', Rear: 40'
- House sizes: 1-Story: 1,206 to 1,353 sq ft; 2-Story: 1,505 to 1,640 square feet

Zoning Standards	Existing R-1B District	Proposed PD Stanwood Crossings
Min. Lot Size (sq ft)	9,600	9,009 - ave.
Min. Lot Width	80'	60'
Front Setback	30'	25'
Side Setback	10'	5'
Rear Setback	40'	40'
1-story house	1,360	1,206-1,353
2-story house	1,880	1,505-1,640
Max. Building Height	2 St; 30'	1-2 story proposed

Table 1 - Existing R-1B and proposed site development standards

Proposed Preliminary Condominium Plan - Sec 42-883 thru -884

In addition to the rezoning and Tentative PD Plan applications, a proposed Preliminary Condominium Plan was submitted to establish a form of condominium ownership structure to address common elements. Due to the similarities in process and required documentation, the proposed Preliminary Condominium Plan has been filed concurrently with the Tentative PD Plan. The overall Condominium Plan review process involves the following two steps per Sec 42-882 *General Procedure*:

Step 1) Preliminary Condominium Plan (Sec 42-883 - 884)

Identifies part(s) or whole project features; analyzes the impact on the neighborhood, streets, utilities, and the natural environment; and determines consistency with adopted local plans. The filed Preliminary Condo Plan is at this step.

Step 2) Final Preliminary Condominium Plan (Sec 42-885)

Identifies and analyzes detailed drawings of project improvements (streets, utilities, lot dimensions, etc.). A Final Preliminary Plan application has not been submitted at this time; awaiting approval of the Preliminary Condominium Plan.

The project is at Step 1: The Planning Commission recommended it to the City Council for approval on September 5, 2024, Planning Commission meeting and requested City Council approval. Required submittals are listed under Sec 42-883 Filing of condominium subdivision including a general site layout showing existing and proposed conditions. The attached documents provide a development layout, project narrative, and fees addressing the above code sections.

City Master Plan

As required for the filed applications, the overall project was also reviewed for consistency with the city's new Master Plan 'Forward Together 2045 Master Plan' which establishes long-term land use goals and provides a Future Land Use Map. The following elements of the Plan are relevant to the proposal:

- Ch. 6: Housing & Neighborhoods
 - Goal: Foster reinvestment and rehabilitation in the city's established neighborhoods, provide for a range of housing options, and support a high-quality neighborhood for all residents, regardless of age or background.
 - Framework – 'New Growth'. Supports new growth in areas continuing the residential fabric of the city; allows for flexible lot sizes; and prioritizes affordability.
 - Action items:
 - 'Utilize' Planned Development (PD) opportunities where amenities exist for providing neighborhood/community benefits.
 - Encourage a variety of housing types that anticipate future market demand and seniors to age in place. The variety of housing types should not be isolated, but rather integrated into the fabric of the neighborhood.
 - Incentivize developers to include rent-stabilized or below-market-rate units in new housing developments.
 - Work with developers to encourage new housing based on findings from the 2024 Housing Market Study.
 - Future Land Use Map: Designates the subject property and neighborhood as 'Single Family Residential' intended for single-family detached homes with a possibility of duplex and attached homes in select areas.

Staff finds the submitted project narrative, development layout, traffic study, and proposed housing types are consistent with the city's Master Plan and meet PD Tentative Plan items A-G of Sec 42-375, Preliminary Condominium Plan items under Sec 42-883 - 884, and Rezoning Sec 42-651. The staff's analysis is provided below.

The PD district was sought to allow for home sizes, lot sizes, and yard setbacks which are not provided in any one of the residential zoning districts. The proposed homes are similarly sized to those existing along Woodbine Avenue and Stanley Avenue. The average lot size of 9,009 square feet is not significantly smaller than the abutting lots along Woodbine or Stanley avenues. In addition, the housing yard setbacks are not significantly smaller than those in the R-1B zoned neighborhood, as seen in Table 1. In addition to existing streets in the neighborhood, the proposed city streets, sidewalks, and connecting pathways will accommodate future transportation demands of the development.

Neighborhood Impacts

Staff find the proposal consists of an overall design and layout that will not negatively impact the neighborhood, for the following reasons:

- The proposal of 1-and 2-story single-family detached homes is a similar use and built environment as the existing homes in the neighborhood.
- Future traffic is expected to use Portage Road to enter/ exit the overall neighborhood; significant eastward traffic along Stanley and Woodbine Avenues into the adjacent neighborhood is not expected.

Impacts to Existing Conditions

There are two existing Consumer Energy overhead power lines located in the southern quarter of the property. Discussions with Consumers Energy about relocating some of these lines along Stanley Avenue are underway. The forested condition of the overall property will be removed with the construction of the new streets, homesites, and stormwater basin. Where possible, the outer perimeter vegetation will be preserved. There are no mapped wetlands, historic property, or flood zones on the property.

Preliminary Evaluations from the Development Review Team (DRT)

This project was reviewed by the Development Review Team (DRT) which ensures that the proposed development is consistent with the city's infrastructure, engineering, and other requirements including streets, sewers, water mains, stormwater, parking, landscaping, and others. The DRT is composed of representatives from the Department of Transportation and Utilities, Fire Department, Department of Parks and Recreation, Office of the City Assessor, and Department of Community Development. The DRT's preliminary review does not recommend any additional improvements to the proposed rezoning, Tentative PD Plan, or Preliminary Condominium Plan.

Planning Commission Public Hearing

At the September 5, 2024, meeting, the Planning Commission reviewed and discussed the Rezoning and Tentative Plan Application #24/25-2, from R-1B One-Family District to PD Planned Development, and Preliminary Condominium Subdivision Application for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road. The applicant representative, Jonathon Hallberg, Deputy Director of Economic Development, City of Portage, and Project Developer, Jack Gesmundo, Principal at AVB, were present to support the proposed application and explain the project details. No public comments were received at the meeting. Two public comments were received before the meeting and were acknowledged/addressed during the meeting.

After careful consideration, the Planning Commission voted the following for this project:

1. The Planning Commission voted unanimously (7-0) to recommend to City Council the approval of the Rezoning and Tentative Plan Application #24/25-2, from R-1B One-Family District to PD Planned Development for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road.
2. The Planning Commission voted unanimously (7-0) to recommend to City Council the approval of the Preliminary Condominium Subdivision Plan for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road.

Recommendation

It is therefore recommended that City Council approve the Rezoning and Tentative Plan Application #24/25-2 from R-1B One Family Residential District to Planned Development (PD) and also approve the Preliminary Condominium Plan for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road, subsequent to the public hearing.

FUNDING: The infrastructure for the subdivision will be largely supported by City of Portage and Kalamazoo County ARPA grant funds totaling \$1.5 million as well as a Congressional Grant secured by Senators Stabenaw and Peters in the amount of \$1 million. The County has also committed \$3 million from the Housing for All Millage to offset the costs of the home purchase to make it affordable to middle income households, those in the 80 to 120% of Area Median Income. The City also intends to set up a Brownfield plan for this project to reimburse development costs.

- Attachments:**
1. Rezoning Application
 2. Tentative Plan, Condo Application
 3. Project Narrative
 4. Proposed Tentative Plan and Proposed Preliminary Condo Plan
 5. Project Housing Market Study
 6. Vicinity Map
 7. Conceptual House Floor Plans, Facades
 8. Traffic Impact Study Cover Memo
 9. Traffic Impact Study
 10. Neighborhood Meeting Summary
 11. Received Neighborhood Meeting Comment Cards
 12. Existing Zoning Map
 13. Proposed Zoning Map
 14. City Future Land Use Map
 15. PPS School letter
 16. Staff's Site Pictures
 17. Public Comment 7.3.24 Email; Monarch
 18. Public Comment 9.5.24 Email; Richards
 19. Ordinance Approved to Form
 20. Planning Commission Minutes 9.5.2024
 21. Planning Commission Transmittal



APPLICATION FOR ZONING AMENDMENT

Application number 24/25-2

Date 8/14/24

APPLICATION INFORMATION:

Meetings of the Portage Planning Commission are held on the first and third Thursday of each month at 7:00 p.m. in the Council Chambers of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan. All zoning amendment applications must be properly filled out and submitted to the Department of Community Development and the zoning amendment fee paid at least 15 working days prior to the meeting at which the public hearing is held. The applicant will be notified in writing of all such public hearing/meetings. *Please note: City Staff and/or Planning Commissioners may visit the subject property while the application is under review.*

For more detailed information about the zoning amendment process, please refer to Portage Land Development Regulations, Article 4, Division 8, Subdivision 2.

TO THE PLANNING COMMISSION:

I (WE), the undersigned, do hereby respectfully make application and petition the Portage Planning Commission to amend the Zoning Ordinance and/or change the Zoning Map as hereinafter requested. In support of this application, the following is submitted:

ZONING MAP AMENDMENT

1. a. Platted Land:

The property is part of the recorded plat: The property sought to be rezoned is located at _____ between _____ Street and _____ Street on the _____ side of the street, and is known as Lot Number(s) _____ of _____ Plat (Subdivision). It has a frontage of _____ feet and a depth of _____ feet.

b. Unplatted Land:

The property is in acreage, and is not therefore a part of a recorded plat. The property sought to be rezoned is located and described as follows: (Indicate total acreage and parcel number).

SECTION 26-3-11 BEG AT SW COR OF LOT 32 PLAT OF MCCAMLEY MANOR, TH S 10 DEG W 221.72 FT, TH W 165 FT,

TH S 10 DEG W 67.13 FT, TH E 165 FT, TH S 10 DEG W 64.94 FT, TH E 165.15 FT TH S 10 DEG W 134.13 FT, TH E

382.08 FT, TH N 200 FT, TH E 220 FT, TH N 712.60 FT, TH W TO P.O.B PPN: 00026-070-J Acreage: 13.36

2. a. Do you own the property to be rezoned? Yes ☒ No ☐

b. Name of the owner of the property to be rezoned: City of Portage

Address 7900 S. Westnedge, Portage MI 49002

3. My (our) interest in the property and purpose for submitting the proposed Zoning Amendment:
The purpose to rezone the property is to accomodate the proposed design of a workforce housing project,
Stanwood Crossings

4. CURRENT ZONING: R-1B PROPOSED ZONING: PD-Planned Development

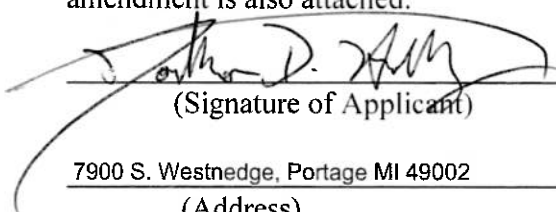
ZONING TEXT AMENDMENT

1. The proposed language to be considered is (attach additional sheets as necessary):

2. The Zoning Code Chapter and Section wherein the proposed text would be modified/inserted.

3. My (our) interest in and purpose for submitting the proposed Zoning Ordinance Amendment.

We attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment will advance the public health, safety and welfare. An assessment of the impact of the proposal on the community and property of other persons in the vicinity of the amendment or affected by the amendment is also attached.


(Signature of Applicant)

(Signature of Applicant)

7900 S. Westnedge, Portage MI 49002

(Address)

(Address)

269-329-4474

(Phone)

(Phone)

A copy of all actions taken regarding this application shall be attached and shall be considered a part of this application.



DEVELOPMENT REVIEW APPLICATION

Department of Community Development
7900 South Westnedge Avenue – Portage, Michigan 49002 – (269) 329-4477

Applicant must complete all items in sections 1-9 (if applicable).

Please note: Separate applications must be submitted for Plumbing, Mechanical and Electrical Work Permits

No Work is to Start Prior to the Issuance of Building Permit

1) PROJECT INFORMATION

Project Description	Single-family detached site condominium (Stanwood Crossings)	Address	9617 Portage Road, Portage, MI 49002
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2) IDENTIFICATION (OWNER)

Name	City of Portage	Address	7900 S Westnedge Avenue
City	Portage	State	MI
Zip	49002	Phone	269.329.4403

3) ARCHITECT OR ENGINEER

Name	Paul Schram	Address	433 E Ransom Street	City	Kalamazoo
State	MI	Zip	49007	Phone	269-921-0100
License Number	6201067420	Expiration Date	07/24	Email	pschram@gowightman.com

4) BUILDING CONTRACTOR

Company name	AVB, Inc.	Address	4200 W Centre Avenue	City	Portage
State	MI	Zip	49024	Phone	269-323-2022
Email	jack@avbinc.com	Federal Employer ID	38-2361980		
Builder License Number	2102185971	Expiration Date	5/31/26		
Workers Comp Insurance Carrier	Michigan Insurance Company	MESC Employer Number	0993199000		

5) TYPE OF DEVELOPMENT PROJECT

- ☐ Site Plan
 ☐ Building Plan
 ☐ Final Plan in Planned Development
- ☐ Subdivision
 ☒ Condominium
 ☐ Land Division Requiring Public Improvements
- ☐ Landscape Plans
 ☐ Public Water Main
 ☐ Public Sanitary Sewer Main
- ☒ Other: PD Tentative Plan

(Note: Please provide a Portable Document Format (PDF) of the plans for the project at time of document submittal. The submitted format shall be CD/DVD or USB. If a PDF is not submitted, an additional \$25 fee plus \$1 for each plan sheet after 20 sheets will apply.)

6) TYPE OF IMPROVEMENT

- ☐ New Building
 ☐ Alteration
 ☐ Addition
 ☐ Repair
 ☐ Demolition
 ☐ Foundation Only
- ☐ Relocation
 ☐ Special Inspection
 ☐ Solar
 ☒ Other: see below

7) DESCRIPTION OF WORK

A) New single-family residential home community- new roads, utilities, landscaping.

B) Valuation of Project: \$ TBD

C) Any known soil and/or groundwater contamination? ☐ Yes ☒ No

8) CHARACTERISTICS OF THE BUILDING

A) Water Meter Size

- ☐ 5/8" ☐ 3/4" ☐ 1" ☐ 1 1/2"
- ☐ Other _____ ☐ Irrigation Size _____ ☐ Fire Sprinkler Size _____

B) Electric Service Size

- ☐ 200 AMP ☐ 400 AMP ☐ 600 AMP ☐ 800 AMP ☐ 1000 AMP ☐ Other _____

C) Type of Mechanical

Air Conditioning? ☐ Yes ☐ No Fire Suppression? ☐ Yes ☐ No Hood System? ☐ Yes ☐ No

9) CONSTRUCTION PLANS SUBMITTED

Required submittals for plan review:

- Plans shall be signed and sealed when required in accordance with State of Michigan Act No.299 of Public Acts of 1980.
- All plans shall be drawn on uniform sheets no greater than 30"X42".
- All plans shall be drawn to an architectural scale.
- All plans shall be clear, legible and accurate.
- Plans shall be stapled along the left margin.

Type of Plan Submitted:

- ☐ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Energy

Building Code: Site plan, foundation plan, soil bearing capacity, floor plans, building elevations, building sections, framing plan, details, roof plan, roof finish schedule, roof live and dead loads.

Electric Code: Lighting layout, circuiting, switching, conductor and raceway sizes, wattage schedule, service location and riser diagram, load calculations, and appropriate plans showing standard symbols of all electrical equipment.

Plumbing Code: Site plan, floor plans, DWV riser diagrams and water distribution system and roof plan, Show direction of flow, pipe sizes, grade of horizontal piping, elevations, drainage fixture unit loading of both stacks and drains in the DWV system, supply fixture unit load for the water system, branch supplies serving more than one plumbing fixture, appliance or hose outlet, meter locations.

Mechanical Code: Plans indicating heating equipment, air conditioning equipment, ductwork material and layout, fire dampers, ventilation of rooms and areas, location of chimneys and vents, piping layouts, kitchen equipment layout, and combustion air. (Plans for fire suppression systems may be submitted after permit issuance, but are required prior to installation.)

Energy Code: Floor plans, building sections, details, average annual degree days, exterior envelope components materials, "U" values of elements, "R" values of insulating materials, size and type of apparatus and equipment, energy calculations.

Note: Additional plan review fee(s) required of all non-concurrent plan submittals

APPLICANT INFORMATION

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name Jonathon Hallberg, City of Portage	Phone 269-329-4474
Address 7900 S. Westnedge	City Portage
State MI	Zip 49024

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent, and I agree to conform to all applicable laws of the State of Michigan and ordinances of the City of Portage. All information submitted on the application is accurate to the best of my knowledge.

Signature of Applicant: _____

Date: 8/14/2024

FOR DEPARTMENTAL USE ONLY

- | | | |
|---|--|--|
| ☐ Vacant | ☐ F-2: Factory (Low Hazard) | ☐ I-4: Institutional (Day Cares, ETC.) |
| ☐ A-1: Assembly (Theaters) | ☐ H-1: High Hazard (Detonation) | ☐ M: Mercantile |
| ☐ A-2: Assembly (Restaurants) | ☐ H-2: High Hazard (Deflagration) | ☐ R-1: Residential (Hotels, Motels, ETC.) |
| ☐ A-3: Assembly (Library, ETC.) | ☐ H-3: High Hazard (Physical) | ☐ R-2: Residential (Multi Family, ETC.) |
| ☐ A-4: Assembly (Indoor Sports) | ☐ H-4: High Hazard (Health) | ☐ R-3: Residential (1 & 2 Fam. Townhomes) |
| ☐ A-5: Assembly (Outdoor Sports) | ☐ H-5: High Hazard (HPM) | ☐ R-4: Residential (Assisted living) |
| ☐ B: Business | ☐ I-1: Institutional (Supervised) | ☐ S-1: Storage (Moderate hazard) |
| ☐ E: Educational | ☐ I-2: Institutional (Hospital) | ☐ S-2: Storage (Low hazard) |
| ☐ F-1: Factory (Moderate hazard) | ☐ I-3: institutional (Prisons) | ☐ U: Utility (Garage, Shed) |

CHARACTERISTICS OF BUILDING**Frame:**

- ☐
- Masonry
- ☐
- Wood Frame
- ☐
- Structural Steel
- ☐
- Reinforced Concrete
- ☐
- Other

Heating System:

- ☐
- Gas
- ☐
- Electricity
- ☐
- Solar
- ☐
- Other_____

New Sewer Connection:

- ☐
- Yes
- ☐
- No

New Water Connection:

- ☐
- Yes
- ☐
- No

Type of Mechanical:

- ☐
- (Y) Air Conditioning
- ☐
- (Y) Fire Suppression

DIMENSIONS / DATA

Number of Stories_____ Use groups_____ Construction Type_____

Number of Occupants_____

Floor Area	Existing	Alterations	New
Basement			
1 st Floor			
2 nd Floor			
3 rd Floor			
4 th Floor			
5 th Floor			
Total			

August 26, 2024

City of Portage
7900 S. Westnedge Ave.
Portage, MI 49002

Proposed rezoning to Planned Development and Step 1 PD Tentative Plan review for a single-family site condominium located at 9617 Portage Road / 2010 Woodbine Avenue. This parcel of land is located in south Portage, specifically the Lake Center District. It is located on the east side of Portage Road between Lakeview Park and Lake Center Elementary. The southern and main access point is on Stanley Road and a northern access point is on Woodbine Avenue. This parcel is bordered on the north and south by single-family homes, and commercial business on the east and west.

This property is owned by the City of Portage. AVB was selected through a competitive Request for Proposal (RFP) process to partner with the City in the development of single-family neighborhood. The homes will be offered for purchase to income qualified buyers who earn 80% -120% Area Medium Income (AMI) for Kalamazoo County, also referred to as "workforce housing".

Since 2019, the cost to develop homesites and build new homes has increased by over 50%. Increased costs combined with significant increases in interest rates, insurance and utility costs, homeownership has become very difficult for middle income households. To help make homeownership more affordable, this community requires rezoning from R-1B to Planned Development (PD) in order to accommodate the market demand for smaller homesites and reduced overall costs per homesite. The proposed site plan was developed with a traditional neighborhood design. This will create a community that will feel similar in density to neighborhoods like Portage Prairie and Coventry Village, both located near Haverhill Elementary and Southland Village.

With housing being a top priority for City Council, this plan includes 44 homesites situated on 14 acres or approximately 3.2 homes to the acre, which is well below the 7 units per acre allowed in Planned Development. With the nature of the housing shortage, the ability to provide more homes and the need for affordability warrant the Planned Development designation. The community will be developed in two phases. The first phase is the four (4) homesites located along Stanley Road, which is already served by an existing roadway and utilities. The second phase will be developed simultaneously and will include all the internal homesites (40).

Our focus is to develop a first-class neighborhood that is thoughtfully designed to create a sense of place and encourage community. The plan is to highlight the property's proximity to Lakeview Park and Lake Center Elementary School by connecting the development via a walking trail to the existing sidewalk and proposed bike path along Portage Road.

Please find below the answers to the questions found in Section 42-883 of the City Zoning Ordinance.

Developer: City of Portage, 7900 South Westnedge Avenue, Portage, MI 49002

Engineer/Surveyor: Gary Hahn, 433 E. Ransom Street, Kalamazoo, MI 49007
ghahn@gowightman.com, 269.207.2700
License No. 4001038116, Expiration date 07/09/2026

Existing Conditions: This property is rolling and wooded with approximately 10' of elevation change. There are two existing Consumers Energy overhead power lines located in the southern quarter of the property. We are in discussion with Consumers Energy about relocating some of these lines along Stanley Avenue.

Access: The design includes two access drives to the neighborhood. The main entry is proposed on the south side of the community, located along Stanley Road and the secondary entry is on the north side of the property connecting to Woodbine Avenue. The vision is for both of these access points is to include trees and sidewalks. There are two parcels of land that abut Portage Road that will be preserved for potential future commercial development and inclusive of the proposed walking trail.

Ground Lease: It is the intention of the City of Portage to maintain the affordability of the homes in perpetuity. This will be achieved by transferring ownership of the homesites to the Portage Community Land Trust (PCLT). Homebuyers who purchase a home within the proposed development will sign a renewable Ground Lease with the PCLT for a length of 99 years. The lease will give the owners exclusive use of the land beneath their home. The Ground Lease allows does still allow home buyers to enter into a mortgage agreement with a financial institution, it will ensure that the home remains owner-occupied, and allows the PCLT to monitor the future sale of the home to a similarly, income qualified purchaser.

Site Condominium: The community will be developed as a site condominium inclusive of a Master Deed that will provide protective covenants that are key to keeping this communities in first-class condition long after construction of the homes is completed.

Wetlands and Flood Elevation: Wightman completed A wetlands delineation. No wetlands were discovered on the property. The property is in Zone X-area of minimal flood hazard, according to the flood insurance rate map no. 26077C0315D effective on February 17, 2010. Additionally, according to the PROPOSED FEMA flood maps, the property is in an area of minimal flood hazard.

Manmade Features: The stormwater system will be developed to be a natural area with a trail system linking to the Portage Road sidewalk.

Roadways: The roads proposed to develop this community include a 60' to 66' wide right of way with up to 32' wide public streets with concrete curbs.

Community Features:

- a. Entry Statement: Both entry roads will be tree-lined to create a welcoming atmosphere with identification signage on approach and sidewalks.
- b. Sidewalks: There will be a 5' wide internal sidewalk system on both sides of the roadways throughout the development. 5' wide sidewalks will also be installed along Stanley Road. The sidewalks will connect to an 8' wide walking trail that leads to the existing public sidewalk along Portage Road. There will also be sidewalks along the entry road from Woodbine Avenue, allowing people easier access to Lakeview Park.

Utilities: All homes will be served by municipal sanitary sewer and water, underground gas, electric and communication lines. The plan is to have the utilities located between the curb and sidewalk with a 10' utility easement.

Building Requirements: The plan to develop 4 floor plans, both ranch and two-story home designs. Per the Cross and Associates market study, we anticipate homes will be between 1,200 square feet to 1,650 square feet.

The following are the proposed building requirements.

- a. Front yard setback: as measured from the right of way line, internal streets 25' and from Stanley Road 50'.
- b. Rear yard setback: 40'
- c. Side Yard setback: 5' with a minimum building separation as measured from the eaves of 10'.
- d. Height of Buildings: There will be no structures more than 45' feet in height within the planned development.
- e. Screening: There are no nonresidential uses planned for the development at this time, therefore screening is not needed. Should a homeowner desire to fence in their property, covenants will be recorded that will outline approved fencing style, color, height, and location.
- f. Parking: Parking will be available in garages and driveways and on-street parking will also be available on one side of the roadway.

Storm Water: The storm sewer system will be constructed in accordance with City of Portage standards and dedicated to the City. All storm runoff will be directed to the open infiltration basin.

Common Open Space: Open space is provided near homesites 6 & 7 and will contain a 8' wide paved pathway and general lawn space. There will also be a centralized community mailbox system.

Tentative time schedule:

- a. Summer / Fall 2024
 - i. Rezoning submittal
 - ii. Step 1 site condominium submittal of phase 1 & 2
 - iii. Step 2 submittal of phase 1 (Stanley homesites)
- b. Winter 2024 / 2025
 - i. Step 2 submittal of phase 2
 - ii. Step 3 submittal of phase 1 (Stanley homesites)
- c. Winter / Spring 2025
 - i. Step 3 approval of phase 1 (Stanley homesites)
 - ii. Start construction of homes in phase 1 (Stanley homesites)
 - iii. Start construction of infrastructure phase 2
- d. Summer 2025
 - i. Step 3 approval of phase 2
 - ii. Start construction of homes in phase 2

We look forward to reviewing this information during the upcoming City of Portage Planning Commission and City Council meetings.

Respectfully submitted,



Jonathon Hallberg
Deputy Director of Economic Development

c: Anita Johnson
Peter Dame
Jack Gesmundo
Aaron Neitling
Paul Schram

T:\COMMDEV\2024-2025 Department Files\Housing\Stanwood Crossings\2024 08 08 Stanwood Crossings Rezoning ltr.docx

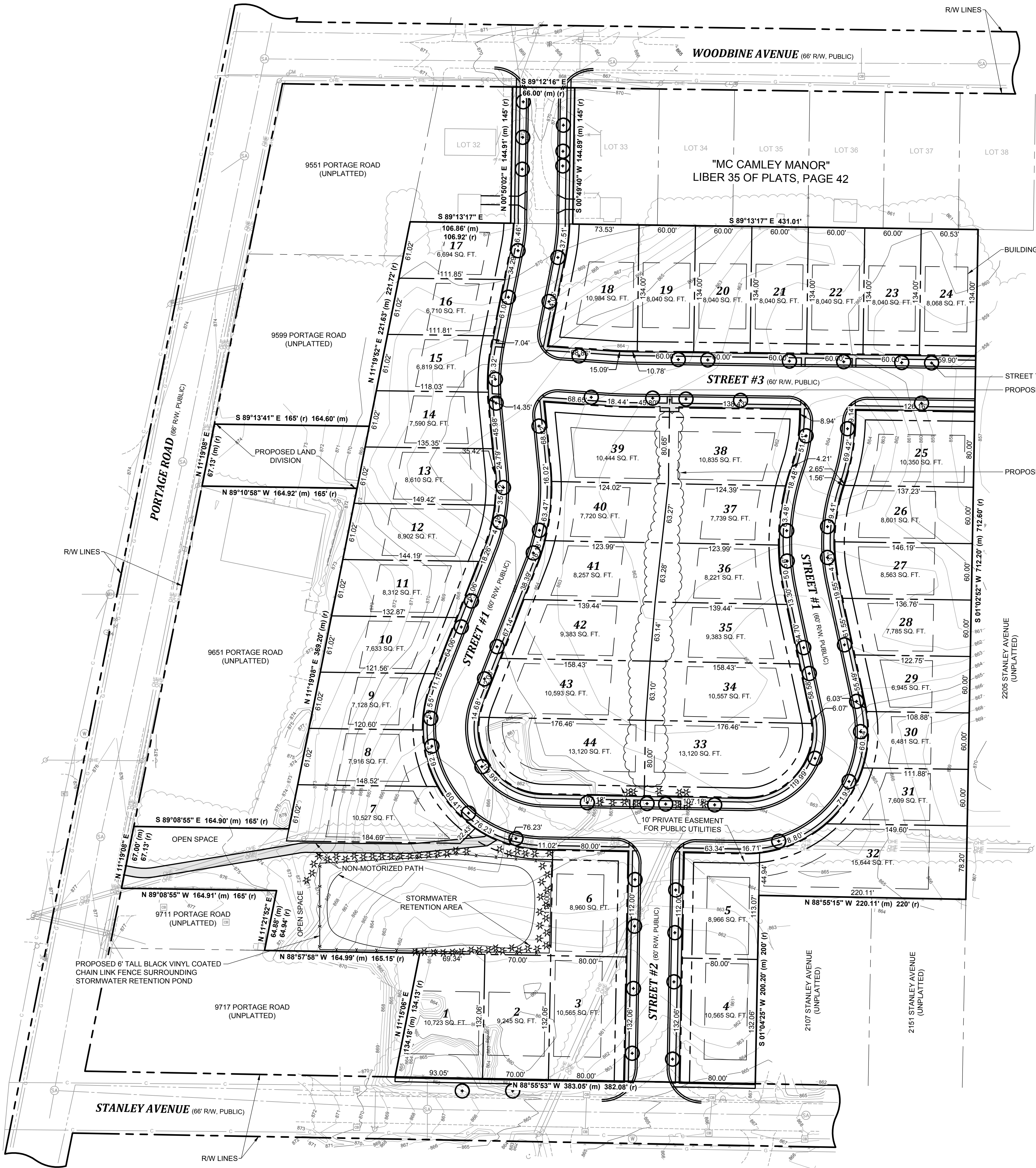
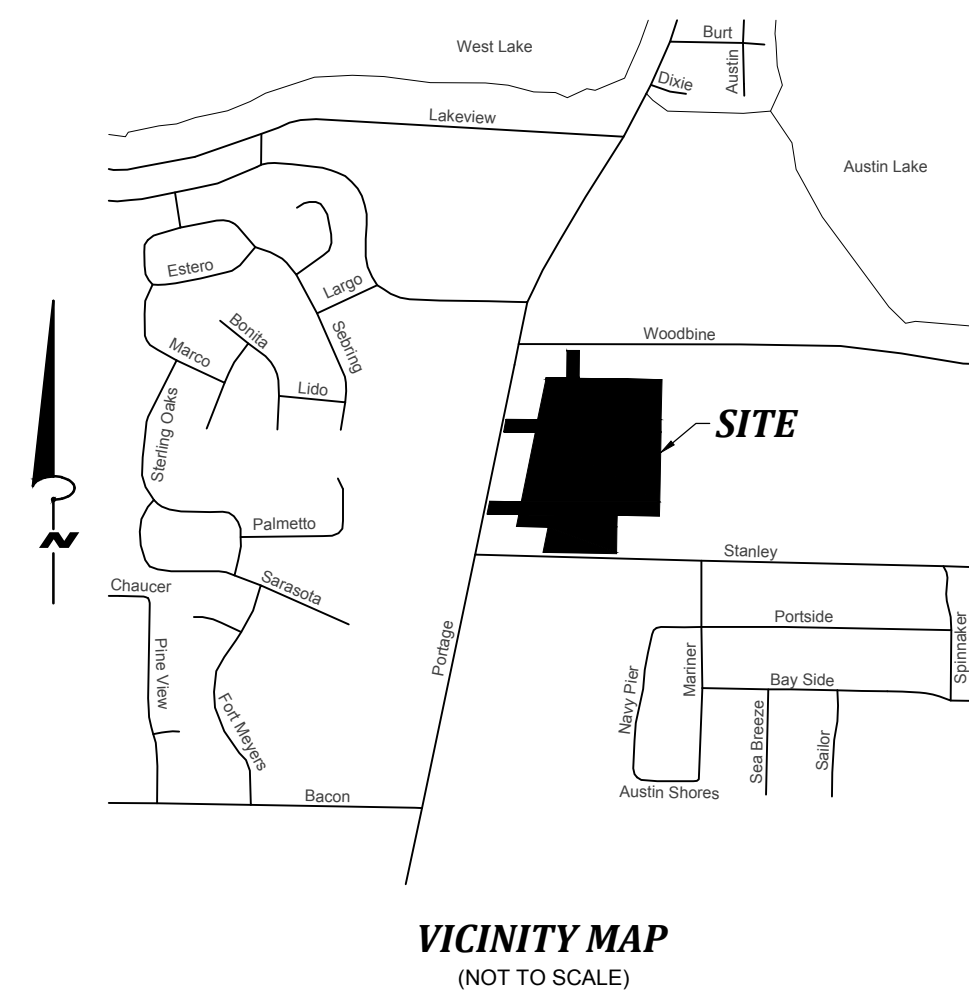
STANWOOD CROSSINGS

A SITE CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE,
KALAMAZOO COUNTY, MICHIGAN

PROPRIETOR/OWNER
CITY OF PORTAGE
7900 SOUTH WESTNEDGE AVENUE
PORTAGE, MI 49002
(269) 323-2022

SURVEYOR/ENGINEER
WIGHTMAN & ASSOCIATES, INC.
433 EAST RANSOM STREET
KALAMAZOO, MI 49007
(269) 200-2703



NOTES:

UNIT COUNTS
44 UNITS

PROPOSED ZONING/SETBACKS

ZONING - PD
SETBACKS:
PROPOSED = 25' FRONT
PROPOSED = 40' REAR
PROPOSED = 5' +/- SIDE (10' BETWEEN FOUNDATIONS)

PROPOSED UNIT WIDTH (SECTION 42-350/42-112)
MINIMUM UNIT WIDTH AT BUILDING SETBACK
PROPOSED = 60'

PROPOSED UNIT AREA (SECTION 42-350)
MINIMUM UNIT AREA
PROPOSED = 6,481 SQUARE FEET

PAVEMENT WIDTH (EXCLUDING CURB) (SECTION 42-803)
PROPOSED = 32' WIDE PAVING

SANITARY SEWER
PROPOSED CONDOMINIUM WILL BE SERVED BY PUBLIC SANITARY SEWER.

WATER

THE PROPOSED CONDOMINIUM WILL BE SERVED BY PUBLIC WATER MAIN. TO BE CONNECTED TO THE EXISTING WATER MAIN AT WOODBINE AVENUE AND STANLEY AVENUE. ANY WATER MAIN NOT LOCATED IN PUBLIC RIGHT OF WAY SHALL LIE WITHIN A PERMANENT PUBLIC WATER MAIN EASEMENT. HYDRANTS SHALL BE LOCATED NOT MORE THAN 500' APART AND SITUATED SUCH THAT ALL PORTIONS OF BUILDINGS ARE WITHIN 250' OF A HYDRANT.

STORM SEWER

THE STORM SEWER SYSTEM AND STORM WATER RETENTION AREA WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTAGE STANDARDS AND DEDICATED TO THE CITY. STORM WATER RETENTION VOLUME WILL BE PROVIDED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA MANUAL AND ITS ADDENDUM.

STREETS

ALL STREETS WILL BE PUBLIC WITH CONCRETE CURB AND GUTTER AND ASPHALT SURFACE. WIDTH TO BE 36' AT BACK OF CURB IN A 60' RIGHT-OF-WAY. ALL CURB RADI AT INTERSECTIONS TO BE 25' AT THE FACE OF CURB.

SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTAGE STANDARDS. ANY SIDEWALKS OUTSIDE RIGHT-OF-WAY WILL BE LOCATED WITHIN A SIDEWALK EASEMENT. A NON-MOTORIZED PATH WILL CONNECT THE SIDEWALK IN THE DEVELOPMENT TO NON-MOTORIZED FACILITIES ON PORTAGE ROAD.

STREET LIGHTING

STREET LIGHTING WILL BE PROVIDED BY THE DEVELOPER IN ACCORDANCE WITH THE CITY OF PORTAGE STREET LIGHTING POLICY.

PRIVATE UTILITIES

PRIVATE UTILITIES SUCH AS GAS, ELECTRIC, CABLE TV, ETC. SHALL BE LOCATED IN PRIVATE EASEMENTS. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

CONTIGUOUS PROPERTIES

THE PROPRIETOR HAS OWNERSHIP INTEREST IN THE OVERALL PARCEL IN WHICH THE DEVELOPMENT IS BEING PROPOSED.
NO OTHER CONTIGUOUS PROPERTIES ARE OWNED BY THE PROPRIETOR/OWNER.

Proposed Tentative Plan

Proposed Preliminary Condo Plan

LEGAL DESCRIPTION:

LAND SITUATED IN THE CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 46, SUPERVISOR'S PLAT OF MCCAMLEY BEACH AS RECORDED IN LIBER 13 OF PLATS, PAGE 5, KALAMAZOO COUNTY RECORDS; THENCE WEST ALONG THE NORTH LINE OF STANLEY DRIVE 1724.85 FEET (RECORDED AS 1725.00 FEET); THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID DRIVE 220 FEET, FOR THE PLACE OF BEGINNING OF THE LAND HEREINAFTER DESCRIBED; THENCE WEST ALONG SAID NORTH LINE OF STANLEY DRIVE 382.08 FEET MORE OR LESS TO A POINT WHICH IS 330 FEET EAST OF THE EAST LINE OF PORTAGE ROAD; THENCE NORTHEASTERLY PARALLEL WITH THE EAST LINE OF PORTAGE ROAD 134.13 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF STANLEY DRIVE 165.15 FEET; THENCE NORTHEASTERLY PARALLEL TO THE EAST LINE OF PORTAGE ROAD 64.94 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF STANLEY DRIVE 165 FEET TO THE EAST LINE OF PORTAGE ROAD; THENCE NORTHEAST ALONG SAID EAST LINE 67.13 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF STANLEY DRIVE 165 FEET; THENCE NORTHEASTERLY PARALLEL TO THE EAST LINE OF PORTAGE ROAD 369.2 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF STANLEY DRIVE 165 FEET TO THE EAST LINE OF PORTAGE ROAD; THENCE NORTHEASTERLY ALONG SAID EAST LINE 67.13 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF STANLEY DRIVE 165 FEET; THENCE NORTHEASTERLY 221.72 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 32 OF THE RECORDED PLAT OF MCCAMLEY MANOR; THENCE EAST ALONG THE SOUTH LINE OF SAID PLAT 592 FEET MORE OR LESS, TO A POINT BEING 968 FEET WEST OF AND ALONG SOUTH LINE OF SOUTHEAST CORNER OF LOT 50, OF SAID MCCAMLEY MANOR; THENCE SOUTH 712.60 FEET AT RIGHT ANGLES WITH THE NORTH LINE OF STANLEY DRIVE; THENCE WEST PARALLEL WITH THE NORTH LINE OF STANLEY DRIVE 220 FEET; THENCE SOUTH 200 FEET, AT RIGHT ANGLES WITH THE NORTH LINE OF STANLEY DRIVE, TO PLACE OF BEGINNING.

ALSO OUTLOT B, MCCAMLEY MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 25 OF PLATS, PAGE 42, KALAMAZOO COUNTY RECORDS.

CONTAINING 13.55 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

BEARINGS SHOWN HEREON ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

**WIGHTMAN**

433 E. RANSOM ST.
KALAMAZOO, MI. 49007
269.327.3532

www.gowightman.com



GARY D. HAHN
PS-4001038116

PROJECT NAME:
STANWOOD CROSSINGS
9617 PORTAGE ROAD
PORTAGE, MI 49002

CITY OF PORTAGE
7719 SOUTH WESTNEDGE AVENUE
PORTAGE, MI 49002

01 8/27/2024 GDH
PD REZONING AND CONDOMINIUM SUBDIVISION PLAN

REVISIONS
DATE: JULY, 2024
SCALE: 1" = 60'
DRAWN BY: ACE
CHECKED BY: GDH

CONDOMINIUM SUBDIVISION PLAN

JOB No. 222353
01



TRACY CROSS & ASSOCIATES, INC.
REAL ESTATE MARKET ANALYSIS

EXECUTIVE MEMORANDUM: *WORKFORCE FOR SALE HOUSING DEVELOPMENT*
-- STANWOOD CROSSINGS --
PORTAGE, MICHIGAN

TO: Mr. Peter Dame / City of Portage
Ms. Anita Johnson / City of Portage

CC: Mr. Jack Gesmundo / AVB, Inc.

FROM: Ms. HollyAnn Eageny / Tracy Cross & Associates, Inc.

DATE: June 27, 2024

At the request of the City of Portage, Tracy Cross & Associates, Inc. was retained to assess the market potential for residential development in Portage, Michigan, addressing an approximate 14.0-acre assemblage located at 9617 Portage Road at Stanley Road. The objective of this analysis is to provide the Client with a thorough understanding of relevant economic and residential market trends as they may impact upon potential workforce single family for sale development initiatives within the subject property, and forward product recommendations, benchmark pricing strategies and sales forecasts to facilitate continued proforma financial modeling.

GEOGRAPHIC DELINEATION: THE 9617 PORTAGE ROAD PROPERTY
-- PORTAGE, MICHIGAN --



Source: City of Portage and Google Maps

In summary, this analysis establishes the following:

- ❑ An understanding of the strengths and weaknesses of the Portage area's residential marketplace over the 2024-2029 forecast period based upon pertinent economic, demographic and residential construction and sales trends which define the marketplace.
- ❑ Conclusions regarding the marketability of phased introduction of 45 single family ownership homes, hereinafter referred to as *Stanwood Crossings*, reserved for moderate-income workforce households earning between 80.0 and 120.0 percent of area median income (AMI). These conclusions are based upon factors associated with location, residential construction and sales trends, and the expected alignment of the residential marketplace during the 2024-2029 forecast period and beyond.
- ❑ Benchmark development guidelines to appropriately position prototype workforce for sale development in concert with regional demand potentials and achieve sustainable sales rates.

STANWOOD CROSSINGS – A PERSPECTIVE

Stanwood Crossings is planned to consist of 45 designated workforce single family ownership homes to be developed on typical 60 ft. x 100 ft. homesites within an enclave residential community. It is expected that construction of an initial phase of +/-12 homes will commence in early 2025 in anticipation of deliveries beginning in late-Summer. Thereafter, delivery schedules will continue in tandem with on-going extension of infrastructure. Consistent with City of Portage development covenants, the community will feature fully landscaped homesites to include one (1) "street tree" per homesite, sidewalks and cohesive street lighting, along with a walking trail connecting the development to the nearby Lakeview Park and Lake Center Elementary School as well as a proposed bike path along Portage Road. The homes, in turn, will include quality interior appointments and finishes commensurate with mainstream market rate single family development throughout the region. All homes will include an attached two-car garage and be developed in *slab-on-grade* condition, although basements may be offered as an option.



Illustrative Image Only



Illustrative Image Only



Illustrative Image Only

The Stanwood Crossings community will be developed in conjunction with a Land Trust Agreement with the city of Portage in order to maintain the affordability of homes over the long term. Similar to site condominium development, the Land Trust will maintain ownership of the land in order to ensure protective covenants, while participating financial institutions will provide qualified homeowners with mortgage vehicles for the home itself. It is expected that some measure of funds will be available through city and/or Kalamazoo County housing programs for down payment assistance, closing cost expenses, and other fees. In addition to mortgage obligations, future homeowners will be responsible for real estate taxes applied to the home *only*. Utilizing a Kalamazoo County 2024 millage rate of 1.80 percent, and assuming slab-on-grade construction, it is *estimated* that property taxes on the structure only will range from \$150 to \$185 monthly (in 2024 dollars). In addition, a monthly payment to the city in lieu of homesite taxes, together with a +/- \$50 monthly fee will be assessed for operation of the Land Trust. The homeowner will be responsible for all utilities and homeowner insurance, as well as home and landscape maintenance. In order to maintain the affordability of the project over the long term, annual home appreciation will be capped by the city (potentially tied to CPI or a similar marker). Homeowners will share in some measure of equity growth in their residence which would be released at time of resale.

CONCLUSION

Development of the proposed Stanwood Crossings workforce community is viewed as a *strong* opportunity for the city of Portage to address the definitive lack of moderately priced homes in the marketplace and ensure quality affordable housing options, thus enabling the city and its stakeholders to attract and retain a skilled workforce. The property itself is located in the desirable Lake Centre District of Portage within walking distance of established parks and recreation areas aligning West and Austin Lakes and is convenient to a variety of consumer service providers, banking facilities and eateries throughout the general area. The property is served by the well-regarded Portage Public Schools and, most importantly, Pfizer and Stryker Medical Equipment manufacturing facilities, representing two of the region's largest employers, are within two miles of the subject site. Not to be dismissed, Bronson and Borgess health systems, along with school district and public administrations also represent significant sources of local workforce employment. This conclusion also considers the expectation of measured regional economic growth during the 2024-2029 forecast period, together with sustaining demand for residential development through the 2029 forecast and beyond. Moreover, as detailed in our December 2023 *City of Portage Economic and Residential Outlook*, Kalamazoo County and the city of Portage support a sufficient base of households across all consumer segments ranging from younger professionals and growing family components through more mature move-over consumers within the designated workforce income categories who could be attracted to homeownership opportunities within Stanwood Crossings.

A FRAMEWORK FOR PLANNING

Balancing underlying market strengths and anticipated measured economic expansion, and consistent with the vision outlined in the city's Draft 2024 Master Plan, **Exhibit 1** forwards a suggested product matrix and benchmark closing price strategy to position a *prototype* 45-unit workforce single family development in context with regional demand potentials while expanding appeal across a broad spectrum of moderate-income consumer profiles. This benchmark pricing strategy is also established to enable the proposed development to appropriately align with the *gradual upward movement of incomes* in the marketplace while *remaining within the framework of workforce income categories*. It is noted that this benchmark strategy is presented in May 2024 dollars and forwarded for purposes of financial planning only. For analytical purposes, this benchmark strategy is based upon a three-person household earning 100.0 percent AMI (or \$90,800 annually). This benchmark strategy assumes *no down payment* by purchaser; a 6.75 percent 30-year mortgage rate; homeowner's insurance estimated at \$100 monthly; and real estate taxes at 2.5 percent applied to the structure *only*. **Please carefully review all Exhibit footnotes.**

Product Line Summary

Product Form: Ranch and Two-Story Detached Single Family Homes with Two-Car Attached Garage

Density in Units Per Acre: 3.5

Average Plan Size (Sq. Ft.): 1,423

Estimated Closing Price @ 100% AMI^(2:4) : \$313,400
Per Sq. Ft.:⁽³⁾ \$220.24

Average Sales Rate (Units/Month)⁽⁵⁾ : 1.9

Marketing Life (In Months)⁽⁵⁾ : 24.0



Illustrative Image Only

Plan Detail

Plan Designation	A	B	C	D
Percent Distribution	25.0	25.0	25.0	25.0
Plan Type	Ranch	Ranch	Two-Story	Two-Story
Garage	Two-Car	Two-Car	Two-Car	Two-Car
Bedroom/Bath Mix	2 / 2.0	3 / 2.0	3 / 2.5	3 / 2.5
Unit Size (Sq. Ft.)	1,200	1,350	1,500	1,640
Benchmark Base Price: ⁽¹⁾	\$298,900	\$307,900	\$318,900	\$327,900
Per Sq. Ft.: ⁽¹⁾	\$249.08	\$228.07	\$212.60	\$199.94

Unit Features and Community Amenities

UNIT STANDARDS

- Eight-Foot Ceiling Height
- Laminate Plank Flooring in Living Areas
- "White" Interior Paint Finish
- Painted Trim
- Direct Wire Smoke Detectors
- Internet/Cable/Smart Technology Connectivity
- Quality Door Hardware and Lighting Package
- Air Conditioning
- Private Patio

KITCHEN FEATURES

- Quality Wood Cabinetry
- Laminate Plank Flooring
- Self-Clean Range/Oven
- Built-In Dishwasher
- Refrigerator with Ice-Maker
- Garbage Disposal
- Microwave with Vent
- Quartz/Granite Countertop & Island
- Undermount Stainless Steel Sink

BATH/POWDER ROOM STANDARDS

- Ceramic or Laminate Plank Flooring
- Cultured Marble Vanity Countertop
- Quality Cabinetry
- Solid-Surface Surround with Accessory Niche
- Frmls Shower Door (per plan)
- Vanity Mirror

CLOSETS, UTILITIES, AND STORAGE

- Walk-In MBR Closet
- Wire Closet Shelving
- Washer/Dryer Hook-up
- Storage Area (Either In-Unit or Separate)
- Adequate Secondary/Linen Closet(s)
- Programmable Thermostat

COMMUNITY FEATURES/AMENITIES⁽³⁾

- Architecturally-enhanced Exteriors
- Seeded Homesite
- Appropriate Front Landscape Plantings
- Asphalt Driveway
- Concrete Entry Sidewalk
- Street Lighting
- One (1) Street Tree per Homesite

⁽¹⁾ To be used for financial planning; all images intended for illustrative purposes only. Product form yields a density of 3.5 units per acre (i.e., 6,600sf lot). Based upon land planning and approvals, total unit count could vary by +/-10.0 percent without material impact upon absorption potentials.

⁽²⁾ Benchmark closing prices are presented in May 2024 dollars and reflect **slab-on-grade construction**. They include a direct-access two-car garage and assume quality interior appointments/finishes as outlined. They *do not include* options/upgrades or homesite premiums as applicable.

⁽³⁾ Closing prices are presented in May 2024 dollars. For analytical purposes, they assume **no down payment**; 6.75 percent conventional 30-year mortgage rate, homeowner's insurance estimated at \$100 monthly, and real estate taxes at 2.5 percent (*building only*). Closing sales prices *do not include* optional basements (valued at an incremental \$30,000), potential down payment assistance or other special financing vehicles, or monthly Land Trust Management fee or fees in lieu of homesite taxes.

⁽⁴⁾ It is further assumed that +/- \$50 monthly fee will be required to fulfill homesite tax obligations. All exterior/interior home maintenance, homesite landscape/snow removal, and refuse collection/recycling fees will be the responsibility of the homeowner as defined by development covenants.

⁽⁵⁾ Sales forecast at estimated closing prices assume a dedicated marketing/pre-approval program, phased introduction and a *continuous construction and delivery schedule*.

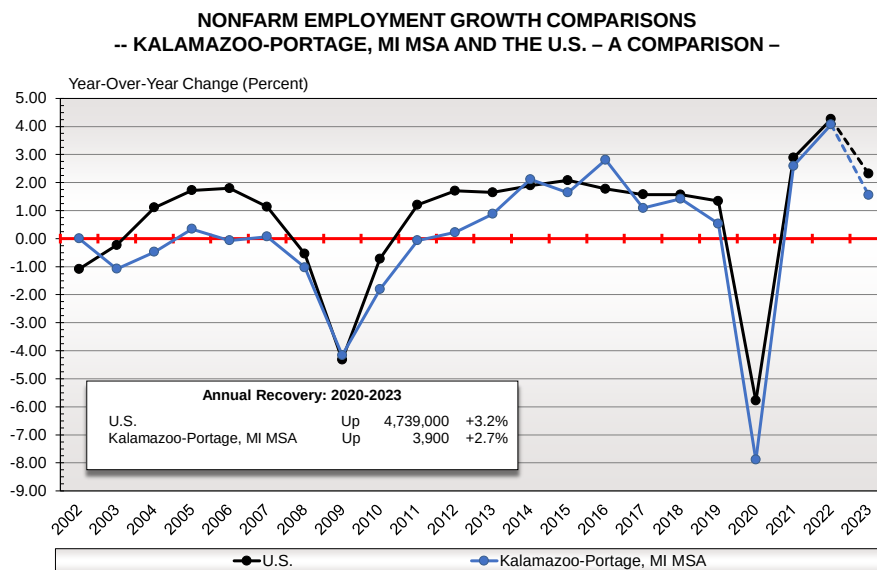
As outlined, the suggested plan portfolio incorporates ranch and two-story plan types ranging in unit size from 1,200 to 1,640 square feet. All homes will provide at least two bedrooms and two baths, and a two-car attached garage, along with quality interior appointments and finishes as detailed. Corresponding closing prices in May 2024 dollars extend from \$298,900 to \$327,900 and average \$313,400 which includes a 1,423 square foot residence. Benchmark closing prices translate to a value ratio of \$220.24 per square foot.

Assuming a three- to six-month residency qualification process, it is expected that sales/closings will average 1.9 units monthly, leading to sell-out within an approximate 24.0-month timeframe from initial closing, *or at a pace consistent with construction and delivery schedules.*

MARKET SUPPORT

The following paragraphs summarize pertinent market factors which inform our benchmark development strategy:

- According to the U.S. Department of Labor, the Kalamazoo-Portage region supported a total nonfarm employment base of 150,700 in 2023, reflecting moderate employment growth of 2,300 jobs and returning the region closer to its recent (pre-pandemic) peak of 150,900 jobs noted in 2019 (refer to Appendix A1). While one cannot overlook the impact of the pandemic, 2021 ushered in modest regional employment recovery which continued through the close of 2023. Specifically, during the 2020-2023 timeframe, the region recorded the recovery of 3,900 jobs yearly or an annual recovery rate of 2.7 percent, modestly below the 3.2 percent national recovery rate over the three-year period. This momentum suggest that market fundamentals provide a stable foundation for growth long term, lending support to the sustaining strength of the marketplace for residential development through the 2028 forecast period and beyond.



Source: U.S. Department of Labor, Bureau of Labor Statistics

- Positive employment will continue to foster steady rates of household growth through 2029, with household trendlines expected to continue through at least 2033. As summarized in the following table, Census estimates carried forward to 2024 indicate that Kalamazoo County supports a 2024 household base of 107,490, reflecting the addition of 491 households yearly since 2010 (refer to Appendix A2). While household growth remained concentrated in suburban areas of the county, the city of Portage alone accounted for just under one-quarter of household additions during the 2010-2024 timeframe, averaging 113 yearly. Portage is expected to maintain its share of household additions through 2029, averaging 129 households yearly, *before factoring the impact of potential new residential development of scale locally.*

**POPULATION AND HOUSEHOLD TRENDS:
-- KALAMAZOO COUNTY MARKET AREA --**

Area	2010	2020	2024 (Est.)	2029 (Proj.)	Average Annual Change		
					2010 - 2020	2020 - 2024	2024 - 2029
Population							
Kalamazoo County Market Area	250,329	261,670	262,458	266,172	+1,134	+197	+743
City of Portage	46,319	48,891	49,013	49,638	+257	+31	+125
Percent of Market Area	18.5	18.7	18.7	18.6	---	---	---
Households							
Kalamazoo County Market Area	100,611	106,906	107,490	110,414	+630	+146	+585
City of Portage	19,210	20,660	20,788	21,434	+145	+32	+129
Percent of Market Area	19.1	19.3	19.3	19.4	---	---	---

Source: U.S. Bureau of the Census Bureau: Census 2010 and 2020; Environics Analytics; and Tracy Cross & Associates, Inc.

- Also consistent with current and future development opportunities, as summarized in Appendix A3, Kalamazoo County Market Area householders reflect a median age of 50.0 years, while householders in Portage are modestly older at a median of 52 years. As Appendix A3 also illustrates, roughly 38.0 percent of resident Portage householders are younger than 45, representing the strongest age categories for family-oriented ownership housing forms. Portage householders aged 45 to 74, which generally represent lifestyle profiles are effectively evenly distributed at 16.0 percent each. Further, not only is there a sizeable base of existing households in each of the prime ownership age categories but these segments are generally expected to advance proportionately over the forecast period.

**HOUSEHOLD COMPOSITION: 2024
-- THE KALAMAZOO COUNTY MARKET AREA --**

Attribute	Kalamazoo County Market Area		City of Portage	
	Number	Percent	Number	Percent
Total Households	107,490	100.0	20,788	100.0
1-Person Household	33,287	31.0	6,507	31.3
2-Person Household	36,905	34.3	7,146	34.4
3-Person Household	15,170	14.1	2,971	14.3
4-Person Household	13,076	12.2	2,584	12.4
5-Person Household	5,629	5.2	1,065	5.1
6-Person Household	2,203	2.0	355	1.7
7 or More Person Household	1,220	1.1	160	0.8
Total 2- to 4-Person Households	65,151	60.6	12,701	61.1

Source: U.S. Department of Commerce, Bureau of the Census: Census 2020; Environics Analytics

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- As also detailed in Appendix A3 and the following table, the two- and three bedroom ranch and two-story plan types suggested for Stanwood Crossings are consistent with household compositions in the marketplace. For example, just over one-quarter of resident households in Portage represent households with children under the age of 18, while 35.0 percent represent two-person households without children while another 32.0 percent represent single householders.

HOUSEHOLD GROWTH PROJECTIONS BY AGE GROUP
-- KALAMAZOO COUNTY MARKET AREA --

Age Range	Kalamazoo County Market Area		City of Portage	
	2023	2028	2023	2028
Under 35	27,632	27,492	4,516	4,580
35-44	18,005	18,826	3,381	3,519
45-54	16,109	16,971	3,398	3,459
55-64	17,091	15,889	3,508	3,322
65-74	16,405	18,152	3,314	3,712
75 and over	12,217	13,084	2,693	2,842
Total	107,459	110,414	20,810	21,434

Source: Envirionics Analytics and Tracy Cross & Associates, Inc.

- Census estimates indicate that Kalamazoo County households earn a 2024 median income of \$64,676, with households in Portage earning \$72,878 per annum. Most germane to the proposed workforce ownership development, with focus upon the household base under the age of 74, a substantial 34.2 percent of Kalamazoo County households align defined workforce income categories of 80.0 to 120.0 percent AMI (or 32,535 households). In Portage itself, some 37.7 percent or 6,742 households align workforce income categories and meet the affordability requirements for potential ownership within Stanwood Crossings.

HOUSEHOLD AGE AND INCOME CHARACTERISTICS: 2024
-- KALAMAZOO COUNTY MARKET AREA --

Attribute	Total Households					
	Kalamazoo County Market Area			City of Portage		
	Number	Percent	Median	Number	Percent	Median
Total Households	107,490	100.0	\$64,676	20,788	100.0	\$72,878
Under 25 Years	7,228	6.7	25,226	790	3.8	42,411
25 - 34 Years	19,088	17.8	62,305	3,379	16.3	76,861
35 - 44 Years	18,311	17.0	78,424	3,702	17.8	93,949
45 - 54 Years	16,424	15.3	95,712	3,336	16.0	108,577
55 - 64 Years	17,355	16.1	83,550	3,372	16.2	90,266
65 - 74 Years	16,708	15.5	59,847	3,305	15.9	61,114
75 - 84 Years	8,884	8.3	44,310	2,050	9.9	45,840
85 Years and Over	3,492	3.2	33,323	854	4.1	32,620
Total Households Under 35 Years	26,316	24.5	\$52,121	4,169	20.1	\$70,333
With Incomes of \$50,000 to \$72,640 ⁽¹⁾	4,465	17.0	---	804	19.3	---
With Incomes of \$73,000 to \$108,960 ⁽²⁾	4,358	16.6	---	886	21.3	---
With Incomes of \$125,000 or More	3,114	11.8	---	695	16.7	---
Total Households Aged 35 to 54 Years	34,735	32.3	\$86,598	7,038	33.9	\$100,883
With Incomes of \$50,000 to \$72,640 ⁽¹⁾	4,944	18.8	---	1,048	25.1	---
With Incomes of \$73,000 to \$108,960 ⁽²⁾	6,848	19.7	---	1,456	20.7	---
With Incomes of \$125,000 or More	10,449	30.1	---	2,527	35.9	---
Total Households Aged 55 to 74 Years	34,063	31.7	\$71,924	6,677	32.1	\$75,836
With Incomes of \$50,000 to \$72,640 ⁽¹⁾	5,582	21.2	---	1,307	31.4	---
With Incomes of \$73,000 to \$108,960 ⁽²⁾	6,338	18.6	---	1,241	18.6	---
With Incomes of \$125,000 or More	8,159	24.0	---	1,731	25.9	---

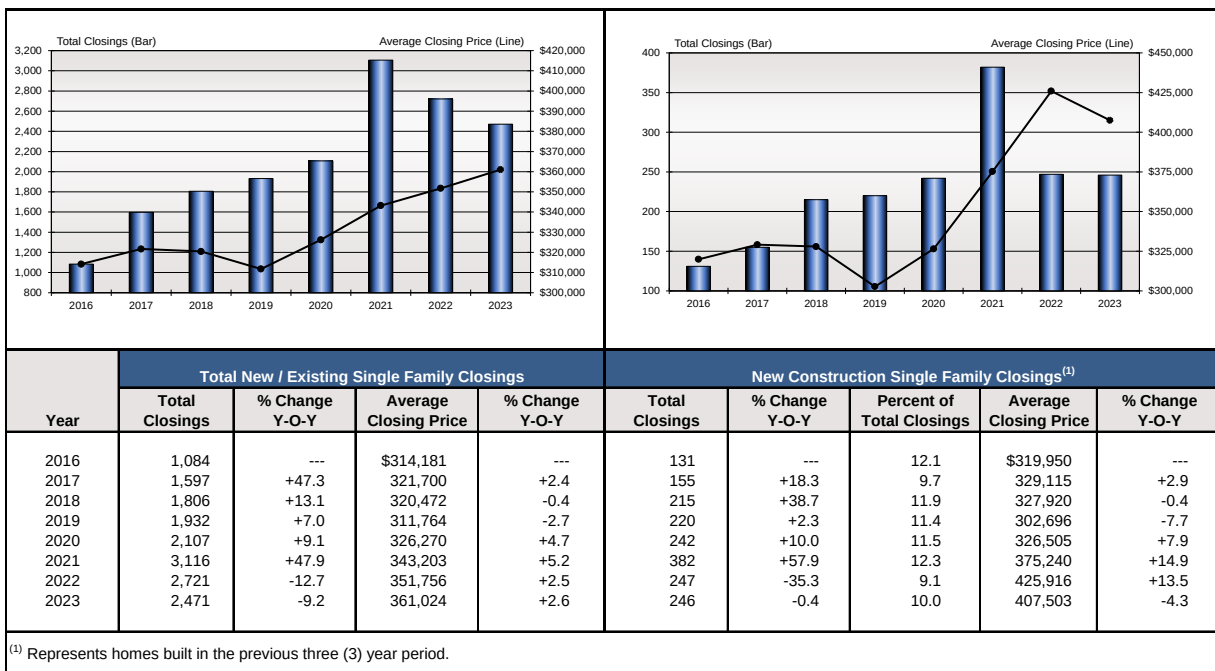
⁽¹⁾ Represents three-person households earning between 80.0 and 100.0 percent AMI based upon Kalamazoo County 2024 median income as defined by HUD/MSHDA and generally defined as workforce incomes.

⁽²⁾ Represents three-person households earning between 100.0 and 120.0 percent AMI based upon Kalamazoo County 2024 median income as defined by HUD/MSHDA and generally defined as workforce incomes.

Source: Envirionics Analytics

- While there is more than sufficient *demographic* support for workforce ownership development in the marketplace, the *strongest* support for the proposed Stanwood Crossings stems from conditions in the for sale housing market where profile workforce components have effectively been disenfranchised from homeownership opportunities on the basis of affordability. As summarized in the following table and detailed in Appendix A4, with focus upon homes priced at \$200,000 or more, the *average* price of a single family home sold throughout the greater Kalamazoo County region stood at \$361,024 at the close of 2023, up 2.6 percent year-over-year, and up a sharp 16.0 percent compared to the \$311,764 average recorded at the close of 2019.

SINGLE FAMILY CLOSING TRENDS: NEW AND EXISTING HOMES PRICED \$200,000 AND ABOVE
-- GREATER KALAMAZOO REGION --



Source: Greater Kalamazoo Association of Realtors and Tracy Cross & Associates, Inc.

- Affordability levels are further compromised by tightened lending requirements and inflationary pressures upon mortgage interest rates which (today) stand at not less than 7.0 percent for a conventional 30-year fixed loan – more than double the 2.75 percent fixed rate in June 2019. In addition, most conventional mortgage vehicles require a standard 20.0 percent down payment (or roughly \$72,000) plus closings costs which can range from \$3,000 to \$5,000 on average. As the preceding table also illustrates, the average sales price of a *new construction* home in the market (i.e., those built in 2019 or later) stood at \$407,503 at the close of 2023, reflecting *annualized* price growth of 7.45 percent compared to home values in 2019. A household income of not less than \$128,000, together with some \$81,000 in down payment, would be required to meet minimum eligibility requirements in today's marketplace.

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- Expanding upon this point, and reflecting strained market conditions, it is noteworthy that there is only a two-month supply of homes listed for sale at mainstream price points below \$350,000. Market balance generally requires a 5.0 to 7.0 month inventory. Moreover, the *average* asking price of a single family home in the Kalamazoo region currently stands at \$482,962 – well above mainstream affordability levels.

**ACTIVE LISTINGS BY PRICE AND MONTHS OF INVENTORY
NEW AND EXISTING DETACHED HOMES PRICED \$200,000 OR MORE
-- GREATER KALAMAZOO REGION --**

Price Range	Total New / Existing Single Family			New Construction Single Family ⁽¹⁾		
	Annualized Closings 2020-2023	Total Listings ⁽²⁾	Months of Inventory	Annualized Closings 2020-2023	Total Listings ⁽²⁾	Months of Inventory
\$200,000 - 249,999	2,962	84	1.4	146	0	0.0
250,000 - 299,999	2,376	102	2.1	290	30	5.0
300,000 - 349,999	1,582	92	2.8	223	37	8.0
350,000 - 399,999	1,089	64	2.8	123	18	7.0
400,000 - 449,999	742	47	3.0	91	16	8.4
450,000 - 499,999	462	37	3.8	63	4	3.0
500,000 - 549,999	291	19	3.1	44	8	8.7
550,000 - 599,999	247	32	6.2	56	10	8.6
600,000 - 699,999	292	57	9.4	45	22	23.5
700,000 and Over	372	74	9.5	36	24	32.0
Total	10,415	608	2.8	1,117	169	7.3
Average Closing Price	\$346,240	\$482,962		\$382,949	\$486,355	
Median Closing Price	\$295,919	\$369,450		\$321,086	\$399,900	
Days on Market	23	37		46	48	

⁽¹⁾ Represents homes aged 0 to 3 years.

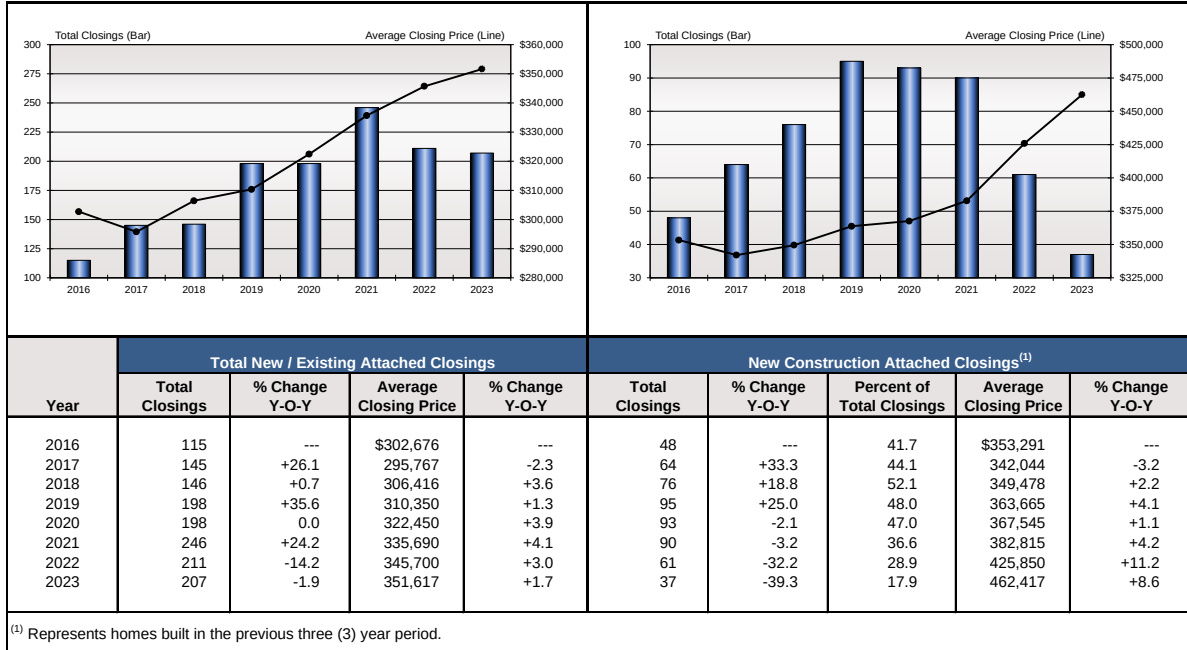
⁽²⁾ As of April 30, 2024

Source: Greater Kalamazoo Association of Realtors and Tracy Cross & Associates, Inc.

- Disparities in affordability levels are even more pronounced among lower-density duplex/townhomes in the marketplace, where closing prices of new/existing units averaged \$351,617 at the close of 2023 up 13.3 percent over closing prices noted in 2019. Among new construction developments, the average closing price stood at \$462,417 up a sharp 8.6 percent year-over-year and up a substantial 27.2 percent compared to the \$363,665 average closing price noted in 2019. In this sector, as well, market conditions are very strained with less than a 3.0-month inventory of units priced below \$300,000, while the new construction sector is *void* of listings below \$300,000. Refer to Appendices A5 and A6 for detailed attached for sale market statistics.

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**ATTACHED FAMILY CLOSING TRENDS: NEW AND EXISTING HOMES PRICED \$200,000 AND ABOVE
-- GREATER KALAMAZOO REGION --**



Source: Greater Kalamazoo Association of Realtors and Tracy Cross & Associates, Inc.

- ❑ Finally, as noted in our December 2023 market analysis, it is unlikely that ownership demand potentials will be met given the region's established pattern of phased development over an extended period of time, exacerbated by rapidly accelerating sales prices and tightened lending standards in place today. As summarized in Appendix A7, although there are now 21 separate single family and townhome/duplex ownership developments and a collective 782 potential new units in some stage of the Kalamazoo County planning pipeline, virtually all reflect additional phases of existing subdivisions, with the average future phase reflecting a modest 37 units in size. Notably, in Portage itself, only 119 *total* ownership units are currently under construction and expected to begin marketing over the next 12- to 18 months.

RECOMMENDATION

The definitive lack of workforce-oriented for sale development in the marketplace further disenfranchises those households desirous of a quality new construction alternative *and* places additional pressures on opportunity for economic expansion given limited inventory of suitable workforce housing. Hence, based upon a heightened level of market opportunity for the proposed development, it is *strongly recommended that this project be approved*.

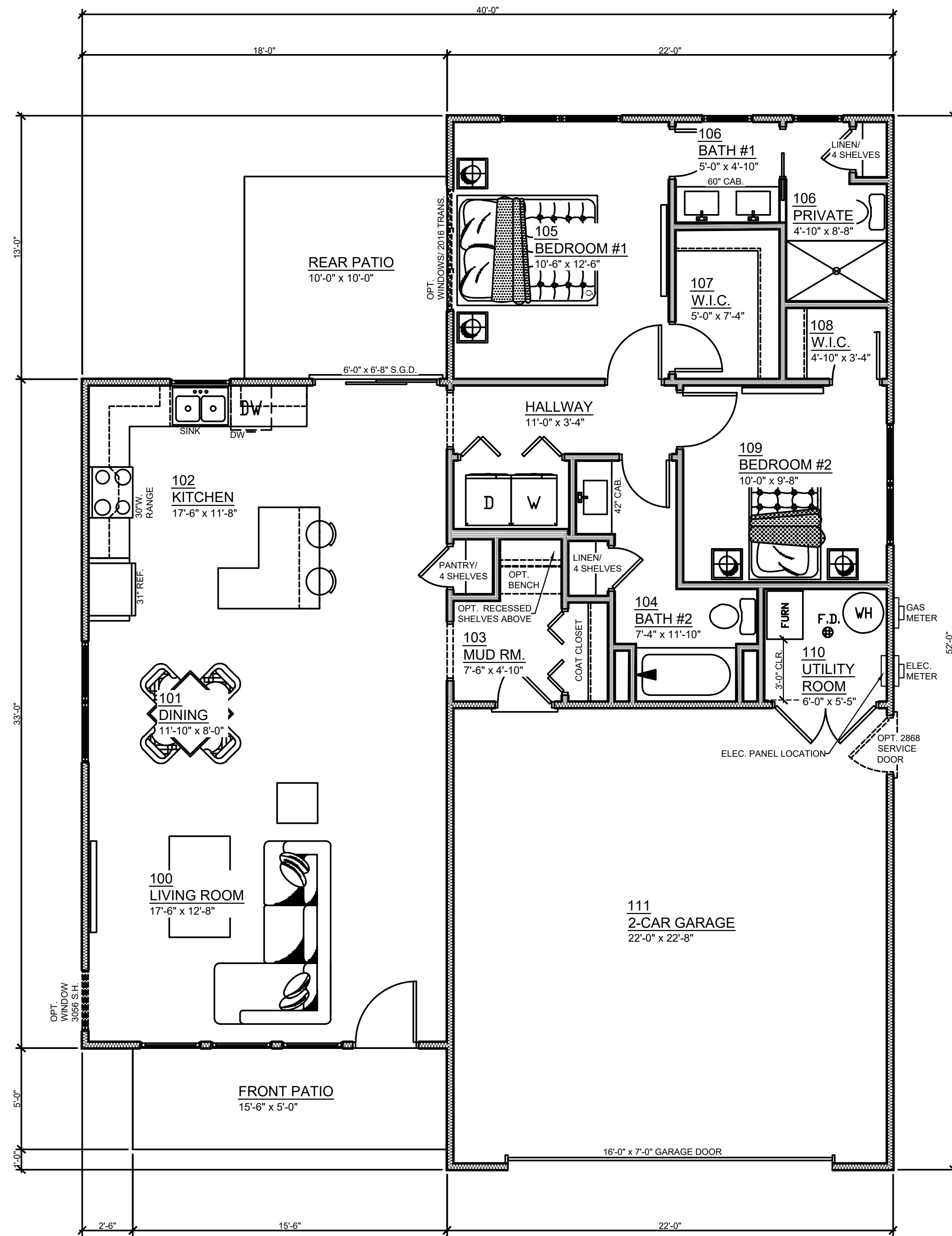
GENERAL LIMITING CONDITIONS

Tracy Cross & Associates, Inc. has made extensive efforts to confirm the accuracy and timeliness of the information contained in this study. Such information was compiled from a variety of sources, including interviews with developers/property managers and their agents, government officials, and other third parties. Although Tracy Cross & Associates, Inc. believes all information in this study is correct, it does not warrant the accuracy of such information and assumes no responsibility for inaccuracies in the information provided by third parties.

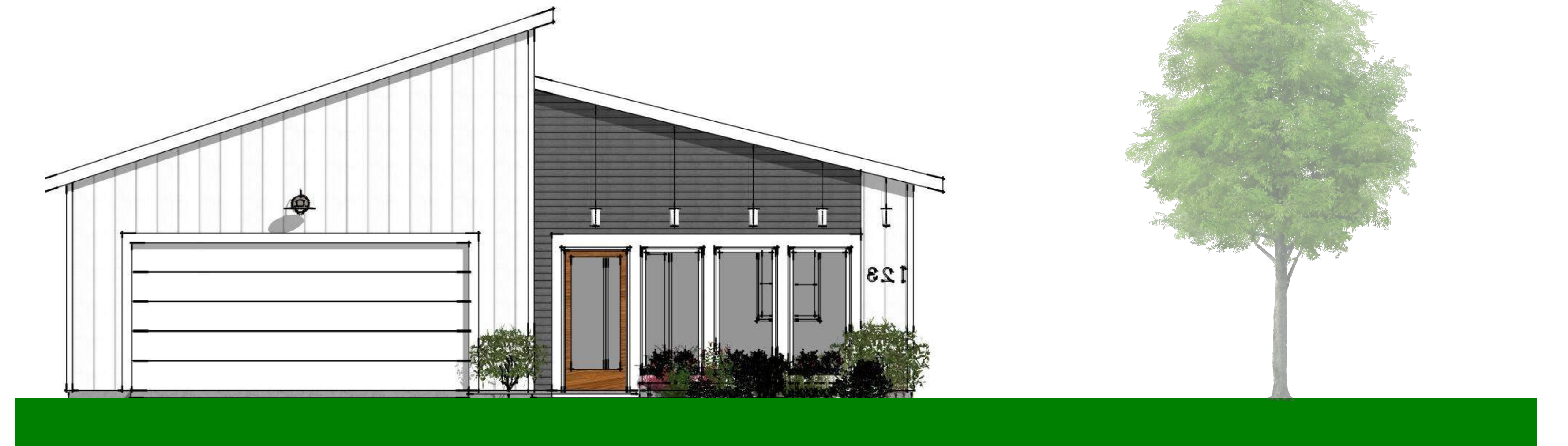
Conclusions and recommendations established in this analysis represent a professional opinion and are based upon forecasts into the future which could be significantly altered by outside occurrences. These include, among others, the possible interplay of unforeseen social, economic, physical/environmental, and governmental actions. In this regard, Tracy Cross & Associates, Inc., its owners, and its employees shall be held harmless of changes in conditions that may materially result from these occurrences.







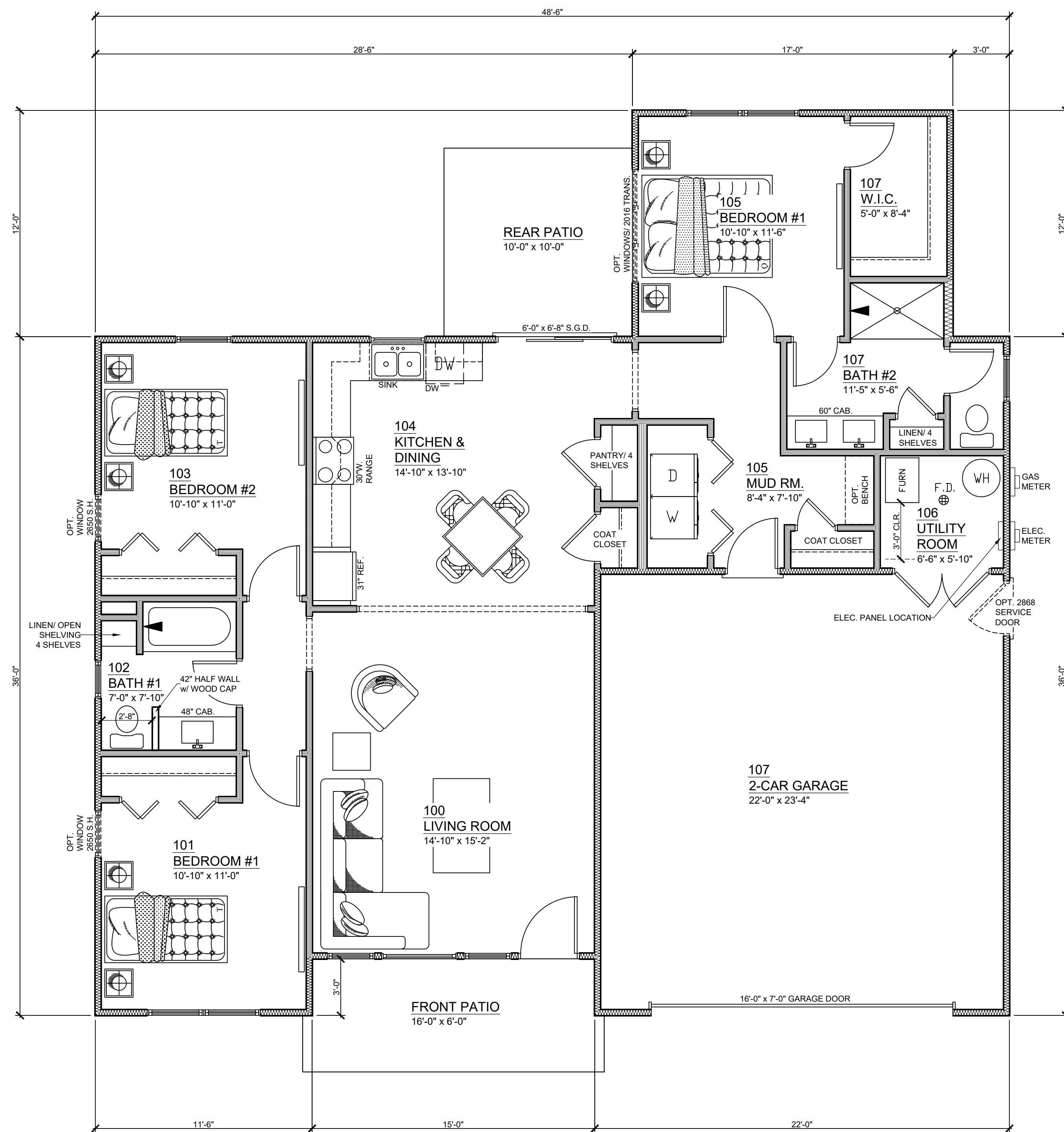
A1



A2



A3



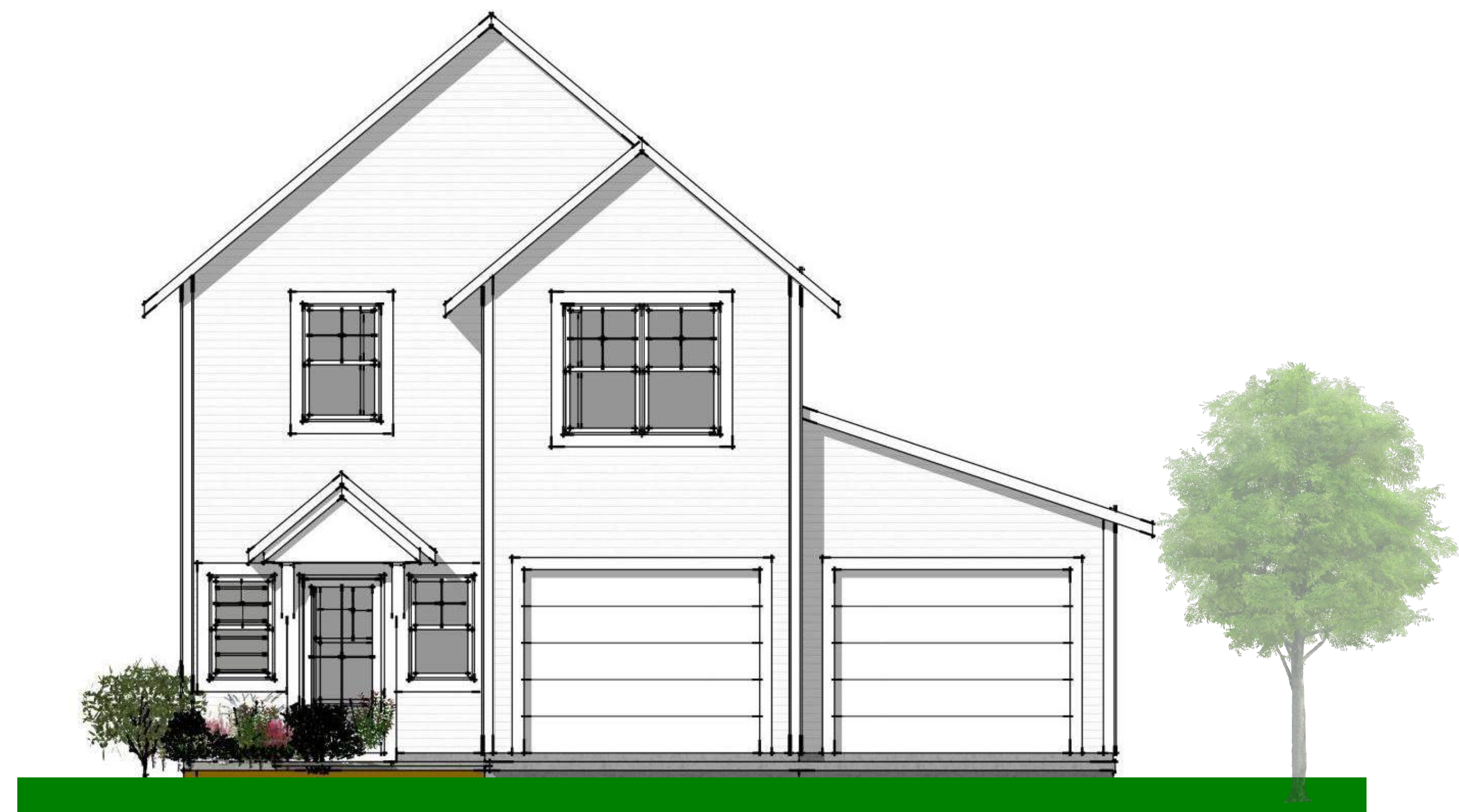
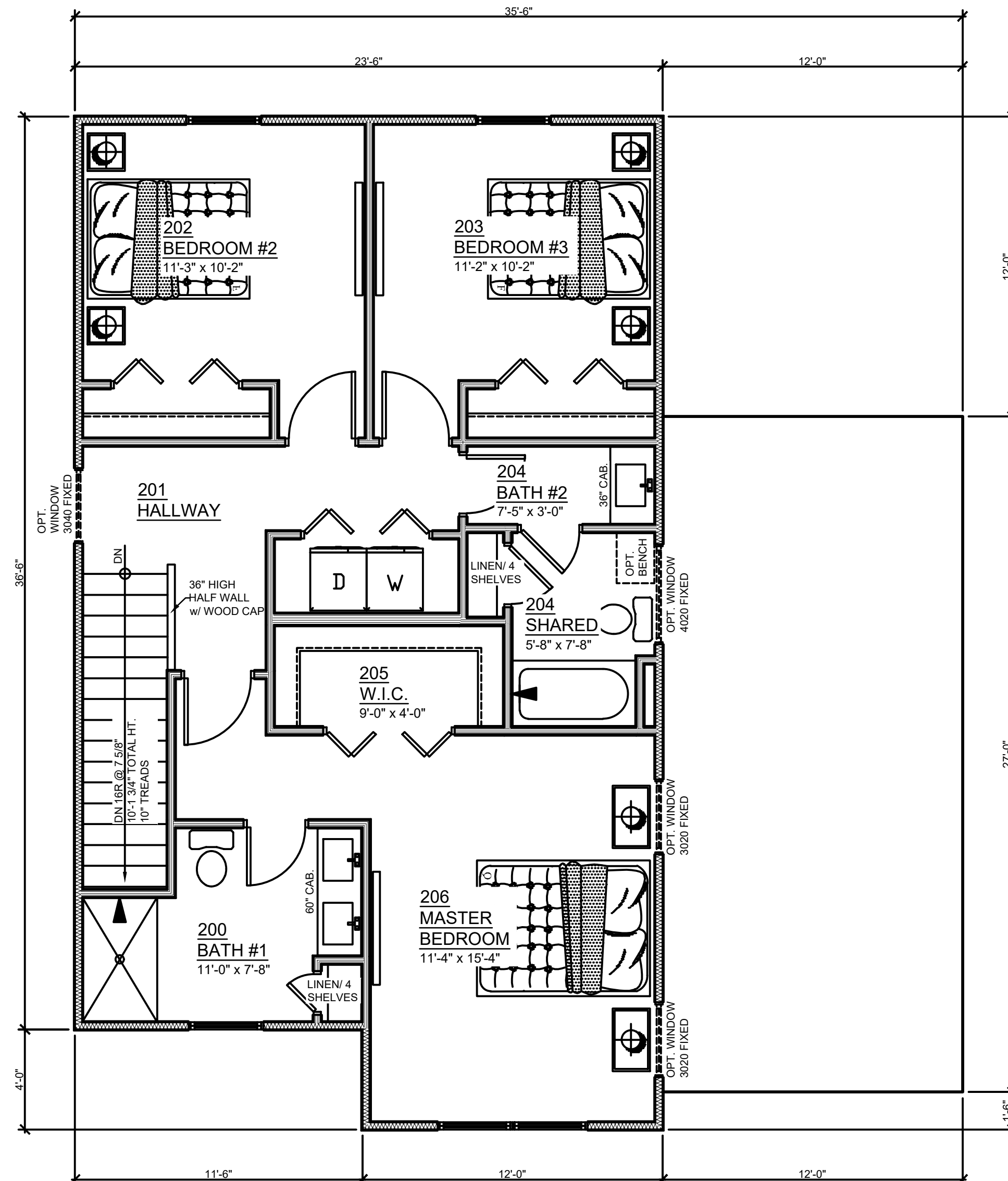
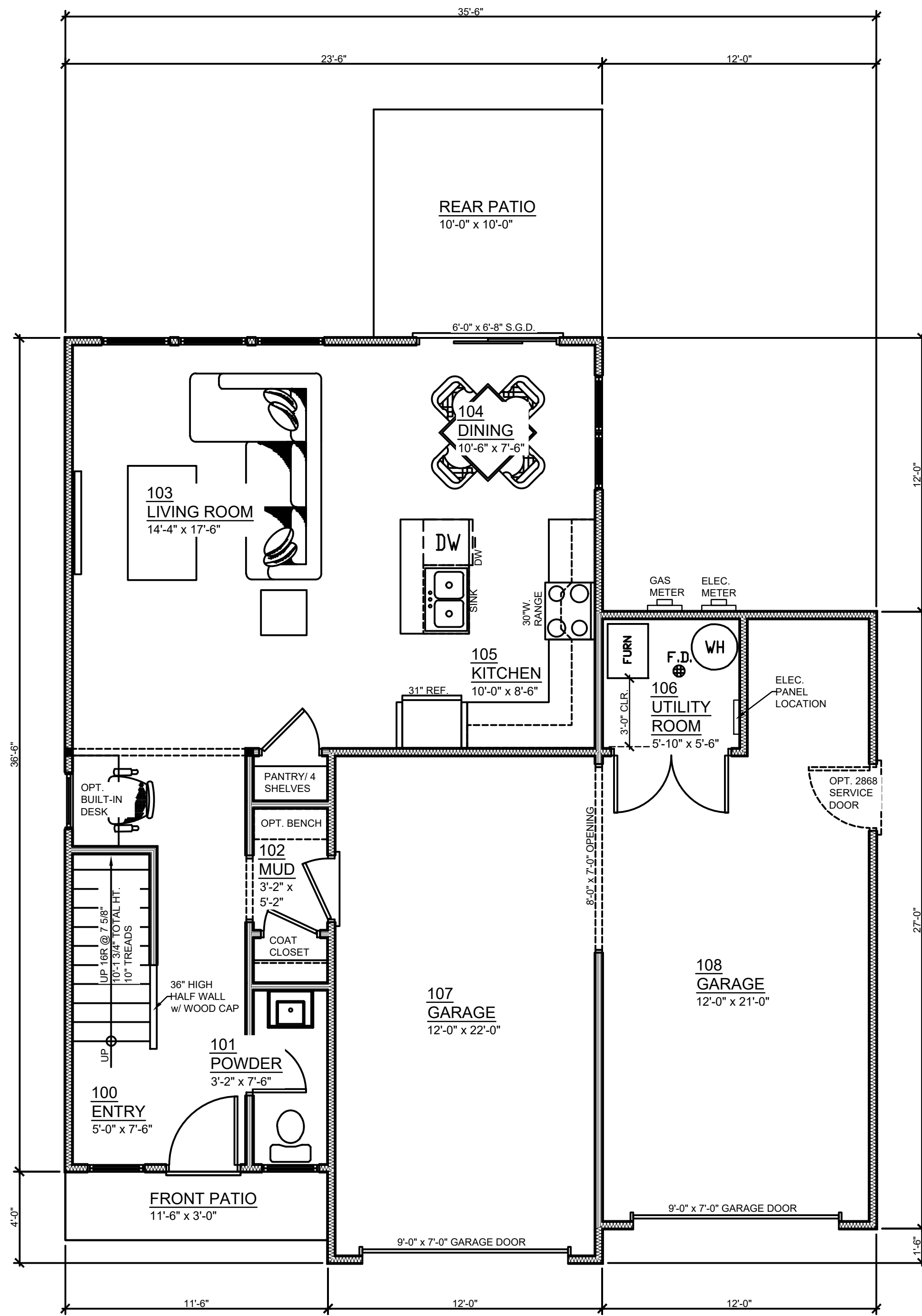
B1



B2



B3



C1



C2

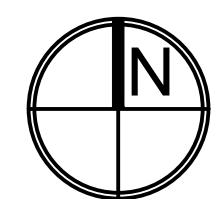
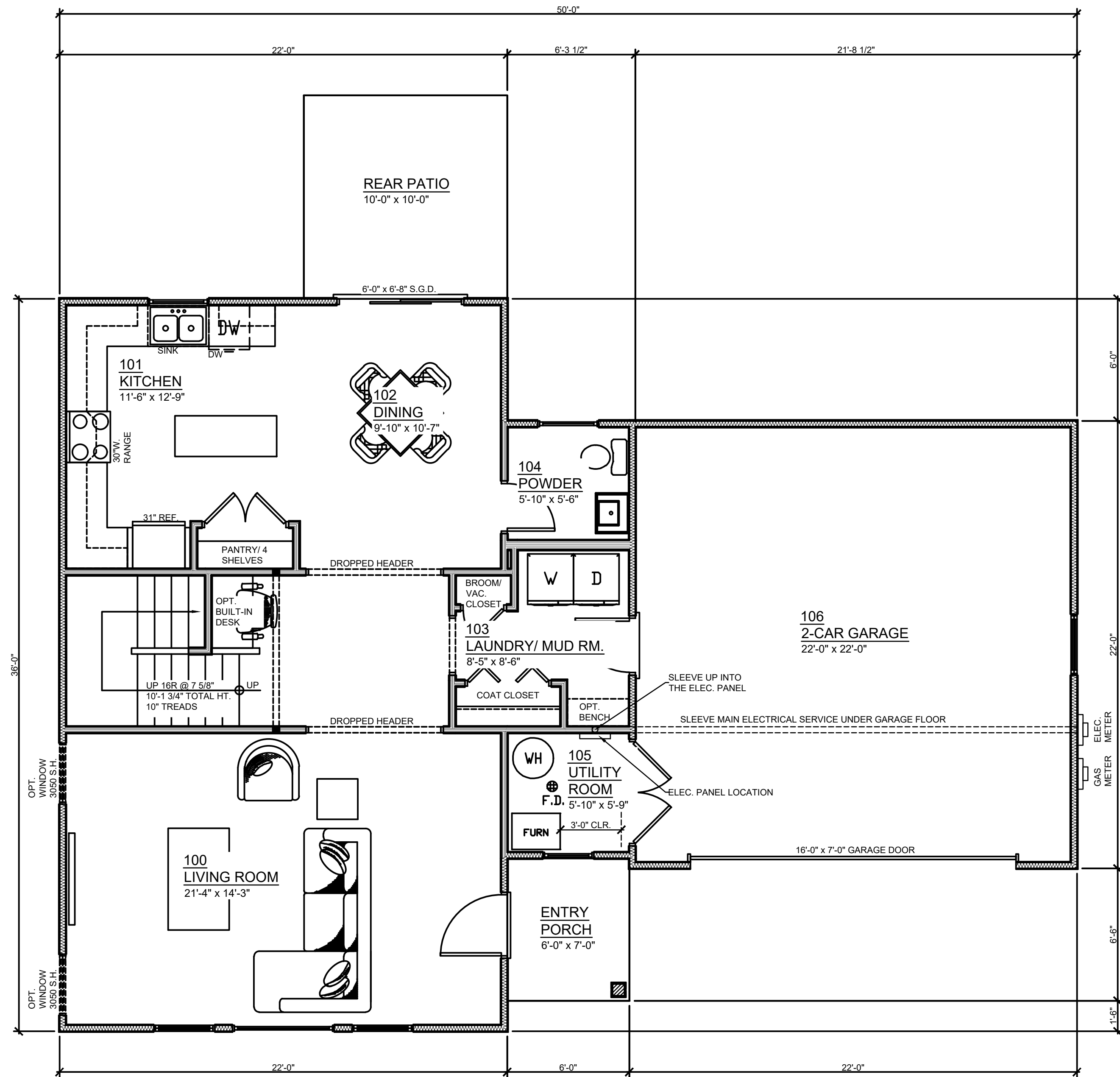


C3



CONCEPTUAL HOUSING
CITY OF PORTAGE - WORKFORCE HOUSING
CONCEPTUAL DESIGN -- JULY 23, 2024

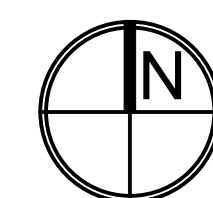
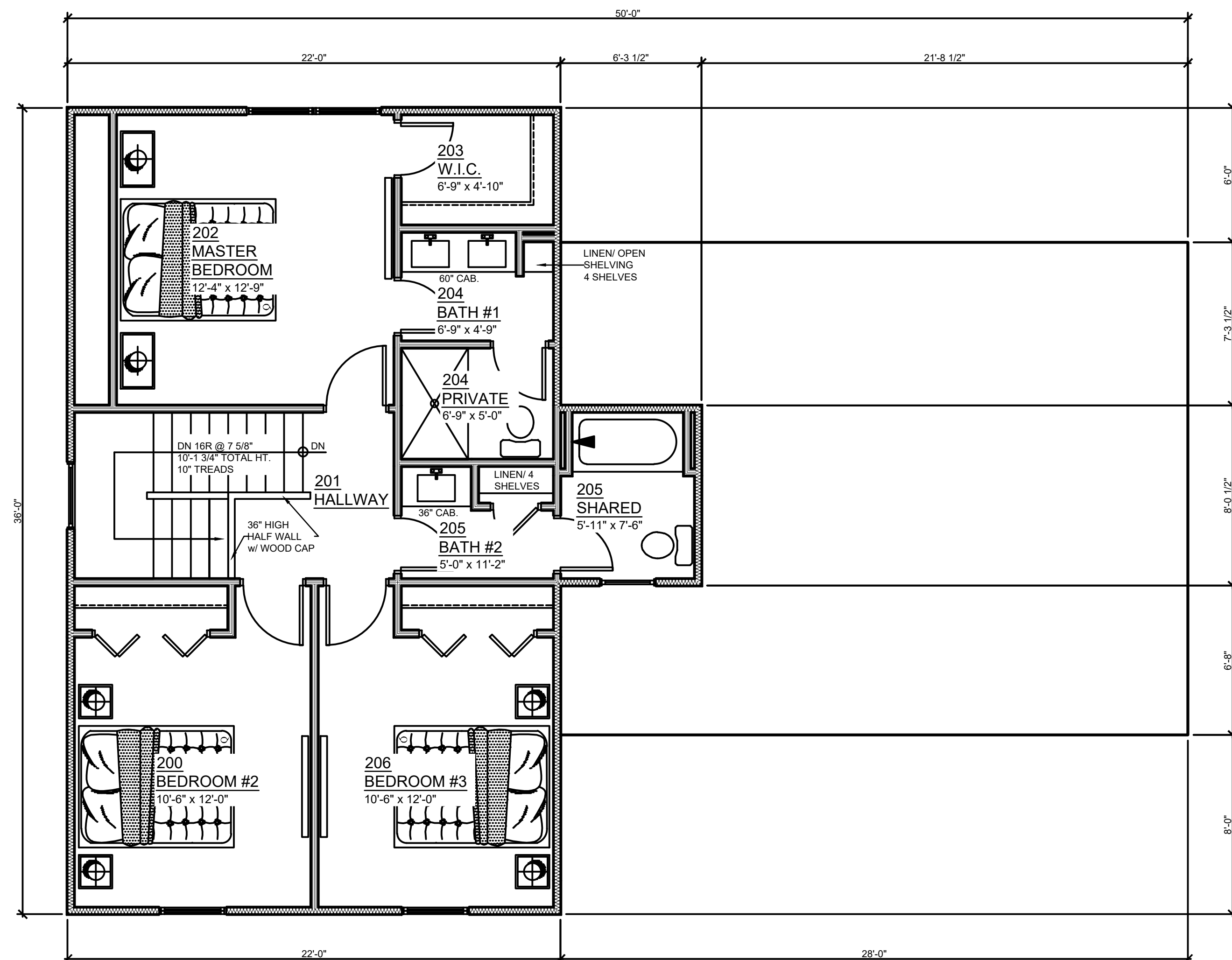




MAIN LEVEL PLAN

SCALE 1/4"=1'-0"

MAIN LEVEL PLAN: 888 SF
UPPER LEVEL PLAN: 752 SF



UPPER LEVEL PLAN

SCALE 1/4"=1'-0"



D1

D2

D3



BUILD SOMETHING BETTER.



CONCEPTUAL HOUSING
CITY OF PORTAGE - WORKFORCE HOUSING
CONCEPTUAL DESIGN -- JULY 23, 2024



CITY OF PORTAGE

COMMUNICATION

TO: Kendra Gwin, Director Transportation & Utilities

DATE: July 22, 2024

FROM: Muhammad Arif, Traffic Engineer 

SUBJECT: Stanwood Crossing Traffic Impact Report

A review of the final Traffic Impact Report for the Stanwood Crossings Housing Development has been completed.

Overall, the study has followed our standards for traffic impact studies. Peak hour traffic data collected showed a considerable amount of left turn vehicles (westbound left turn vehicles on Stanley Drive to southbound Portage Road. Initially I questioned the number of vehicles and figured it may be an isolated event happening the day of the traffic study, however during my field inspection on June 19th at this intersection I confirmed that these left turn vehicles are a regular feature of this intersection. In addition, I performed a quick delay study for the westbound left turn vehicles during peak PM traffic on Portage Road by recording their presence time (time from stopping at the stop bar until the completion of the left turn maneuver). The delay study revealed that only one vehicle had a delay time of 90-second, whereas the rest of the left turn vehicles had experienced delay time of less than 30-second.

It is relevant to mention that this housing project is adding only one additional left turn vehicle at this intersection during peak hour PM traffic. I also observed that the right turn vehicles from Stanley Drive to northbound Portage Road were able to execute that movement without any difficulty or experiencing any undue delay.

Therefore, based on the final traffic impact study and my field observations, we are confident that this housing project will not impact the neighborhood traffic adversely.

Portage Road Housing Development Traffic Impact Study Summary Project #: 23-0676

June 20, 2024

Background and Development Summary

A single-use development for affordable housing is proposed in Portage, MI on the East side of Portage Road, just south of Lakeview Park. The site is proposed to have entrance drives on both Stanley Avenue and Woodbine Avenue which connect to Portage Road. A vicinity map is shown in *Figure 1* below. The site is bounded by residential homes on the north and south, commercial businesses to the west, and wooded land and residential uses to the east. The development is proposed to contain 50 single-family detached houses. The use and anticipated trips were established using ITE's Trip Generation Manual, 11th Edition as seen below in *Table 1*.

Figure 1: Vicinity Map



Table 1: Proposed Development Summary

ITE Code	ITE Land Use	Unit	Quantity
210	Single-Family Detached Housing	Dwelling Units	50

Development Phasing

It is understood that the development will be built out over the next couple of years, with full development buildout anticipated by 2029.

Analysis Locations

This study focuses on the Portage Road corridor from Stanley Avenue to Woodbine Avenue with the following intersections being analyzed:

- Portage Road at Stanley Avenue Unsignalized
- Portage Road at Woodbine Avenue Unsignalized

Peak Hour Turning Movements

Turning movements were taken on Wednesday, May 24th, 2023, and provided by the City of Portage at typical peak hour periods throughout the day. The collected hours are presented below along with the AM and PM Peak Hour periods identified for the analysis.

- Morning Window: 7:00 AM – 9:00 AM | AM Peak Period: 7:30 AM – 8:30 AM
- Afternoon Window: 4:00 PM – 6:00 PM | PM Peak Period: 4:15 PM – 5:15 PM

The traffic count data can be found in *Appendix B* attached to this report.

Level of Service Background

The results in the study are based on the Highway Capacity Manual, 6th Edition (HCM). Operational performance is reviewed using Level of Service (LOS) criteria based on parameters identified in the HCM. LOS is measured using letter grades ranging from A to F, with LOS-A being the best and LOS-F being the worst. For urban and suburban roadways, LOS E is generally considered acceptable.

Table 2: HCM LOS Criteria for Unsignalized Intersections

Level of Service (LOS)	Average Stopped Vehicle Delay (Sec)
A	≤ 10
B	>10 and ≤ 15
C	>15 and ≤ 25
D	>25 and ≤ 35
E	>35 and ≤ 50
F	>50

Existing Conditions and Horizon Year Analysis

Synchro analysis was performed using the traffic counts from May 2023 to determine potential impacts to the surrounding roadway network based upon the noted increased number of trips generated from the proposed development. Analysis was performed for the AM (7:30 – 8:30 AM) and PM (4:15 – 5:15 PM) Peak traffic hours along the corridor. Both anticipated vehicle delays and queues were analyzed. Existing conditions analysis was performed using these counts, with a 1% per year background traffic growth factor applied to the project counts to the 5-year horizon year of 2029.



The results of the existing conditions and horizon year analysis are provided in detail in the Measure of Effectiveness spreadsheet following this memo but are summarized on the following page as follows:

Table 3: Existing Conditions and Horizon Year Analysis Summary

Location	Study Year(s)	Study Findings (AM and PM)
Stanley at Portage	Existing 2024	Northbound and Southbound movements operate at an acceptable LOS (A) Westbound right turn operates at an acceptable LOS (B) *Westbound left turn operates at LOS's between (D) and (F)
Stanley at Portage	Horizon 2029	Northbound and Southbound movements operate at an acceptable LOS (A) Westbound right turn operates at an acceptable LOS (B) *Westbound left turn operates at LOS's between (D) and (F)
Woodbine at Portage	Existing 2024	Northbound and Southbound movements operate at an acceptable LOS (A) Westbound movements operate at an acceptable LOS (C)
Woodbine at Portage	Horizon 2029	Northbound and Southbound movements operate at an acceptable LOS (A) Westbound movements operate at an acceptable LOS (C)

*Following the Synchro results field observations were made for the Stanley Avenue and Portage Road intersection. It was determined that the existing westbound traffic count data is valid, but no vehicle had a queue time longer than one (1) minute. So, in our opinion this approach operates at an acceptable LOS in both AM and PM Peak Hours.

Trip Generation and Distribution

Trips were generated for the development based on the 11th Edition of ITE's Trip Generation. The results are shown below.

Table 4: Trip Generation Summary

	Weekday	AM Peak Hour	PM Peak Hour
# of Trips	553	40	52

These trips were then distributed to the local street network. Based on consultation with City staff, it was determined that 90% of the traffic for this development would have an origin or destination to/from the North. It was also assumed that half of the site traffic would use Woodbine and half would use Stanley.

Proposed Conditions

The site generated traffic was added to the Horizon year counts and Synchro analysis was then performed to model two (2) proposed scenarios. These scenarios were analyzed for the same AM and PM Peak traffic hours along the corridor. The first scenario analyzed the existing four lane section and the second scenario analyzed conversion of Portage Road to a 3-lane section (i.e. Road Diet).



The results of the first proposed scenario are provided in detail in the Measure of Effectiveness spreadsheet following this memo but in summary results were as follows:

Table 5: Proposed Conditions with Generated Trips Analysis Summary (4 Lane)

Location	Study Year	Study Findings (AM and PM)
Stanley at Portage	2029	Northbound and Southbound movements operate at an acceptable LOS (A) Westbound right turn operates at an acceptable LOS (B) Westbound left turn operates at LOS's between (D) and (F)
Woodbine at Portage	2029	Northbound and Southbound movements operate at an acceptable LOS (B or better) Westbound movements operate at an acceptable LOS (C)

The results of the second scenario are provided in detail in the Measure of Effectiveness spreadsheet following this memo but are summarized below:

Table 6: Proposed Conditions with Generated Trips Analysis Summary (3 Lane)

Location	Study Year	Study Findings (AM and PM)
Stanley at Portage	2029	Northbound and Southbound movements operate at an acceptable LOS (A) Westbound right turn operates at an acceptable LOS (C&B) Westbound left turn operates at LOS's between (E) and (F)
Woodbine at Portage	2029	Northbound and Southbound movements operate at an acceptable LOS (B or better) Westbound movements operate at an acceptable LOS (D)

Discussion and Conclusions

The analysis shows that the Woodbine intersection is expected to operate at acceptable Levels of Service during the AM and PM Peak hours for the proposed conditions for both the 4-lane and 3-lane scenarios on Portage Road.

The Stanley intersection consists of a separate left and right turn lane. The right turn movement currently operates at LOS B and C for the AM and PM Peak hours for both the 4-lane and 3-lane sections and is expected to maintain at level of Service B or C after the additional proposed development is built out. During the afternoon Peak hour, the left turn movement currently operates at Level of Service F with an average delay per vehicle of 55.6 seconds. With the added traffic at build out of the development, the Level of Service remains at F, but the delay per vehicle increases to 89.2 seconds with the 4-lane section (+33 seconds per vehicle) and 137.5 seconds with the 3-lane section (+82 seconds per vehicle) during the afternoon Peak hour.

The trip generation and distribution analysis for the development project that 8 vehicles will be added to the right turn movement and only 1 vehicle will be added to the left turn movement at the Stanley intersection. With this in mind and based on the visual observations of current conditions at the intersection, our opinion is that the 1 additional vehicle will not significantly impact operations at the intersection.



If you have any questions or would like to discuss our findings, please contact me at tdrews@abonmarche.com or (269) 876-9286.

Abonmarche Consultants, Inc.
Timothy R. Drews, PE, PTOE, RSP

Attachments

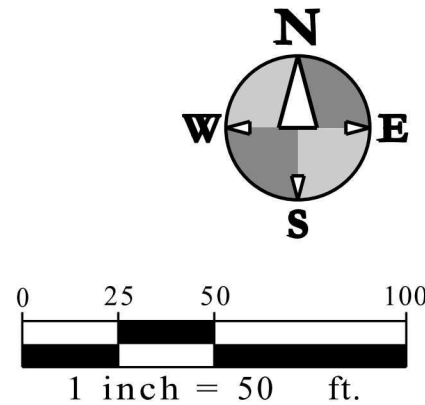
Site Concept Plan
Traffic Volume Exhibits
Trip Generation Summary
Measures of Effectiveness (MOE) Reports
Synchro Model Reports



Appendix A

Site Concept Plan





RESIDENTIAL DEVELOPMENT

WORKFORCE HOUSING



BUILD SOMETHING BETTER.
4200 WEST CENTRE AVENUE
PORTAGE, MI 49024
(269)323-2022

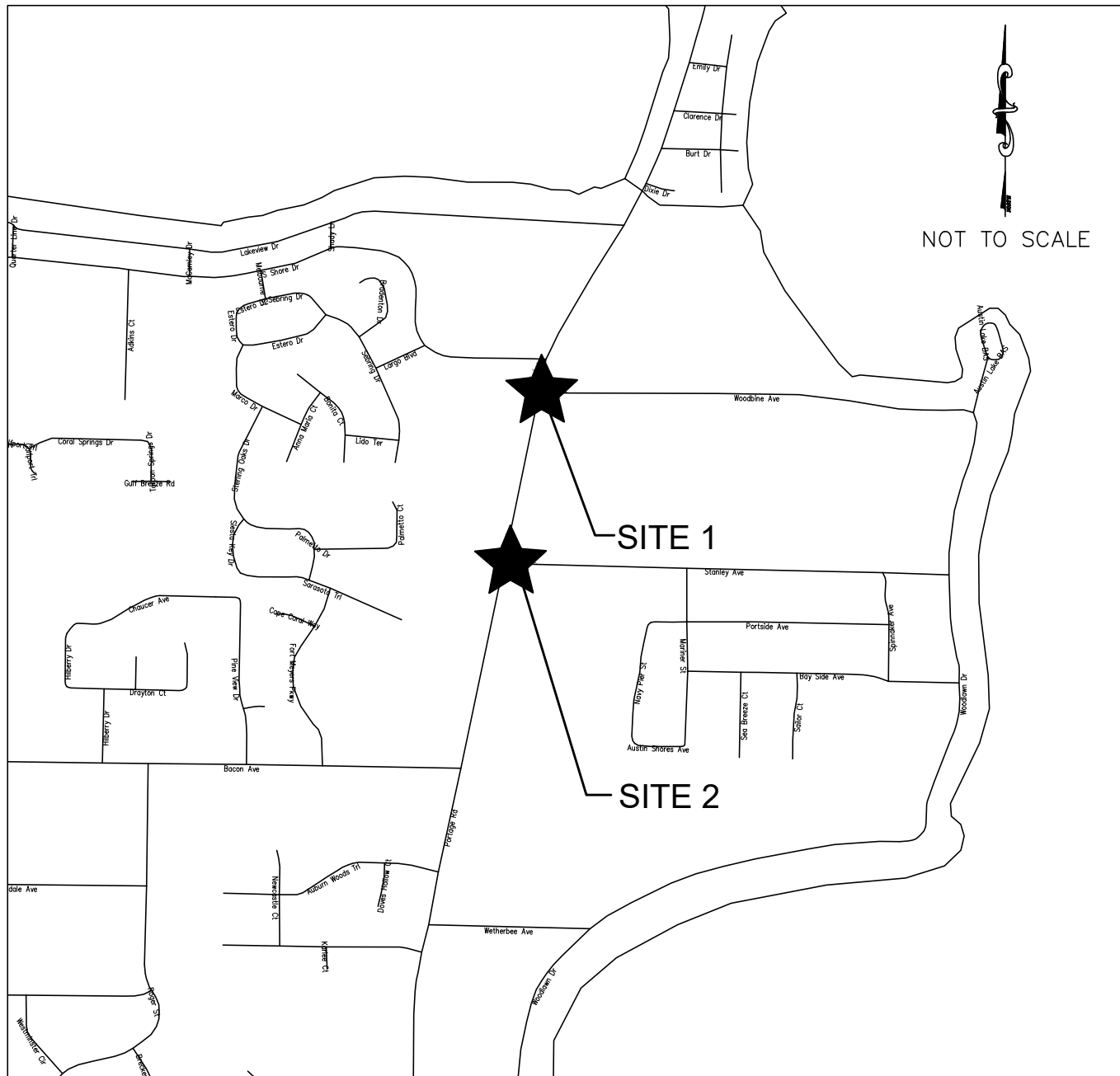


hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

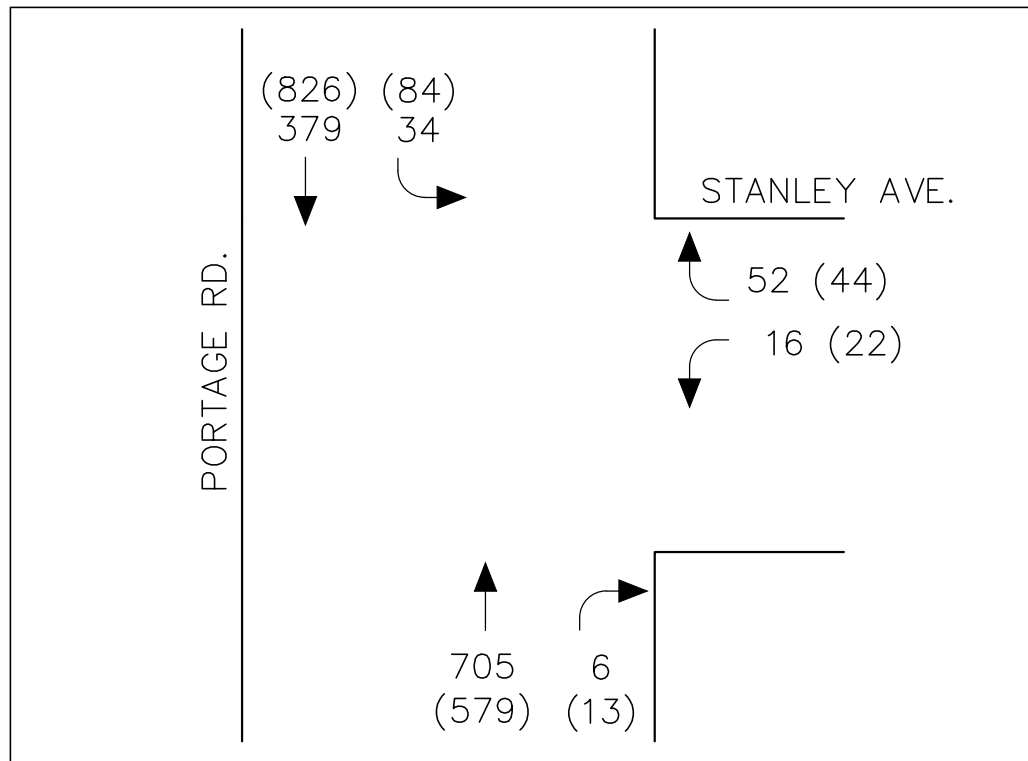
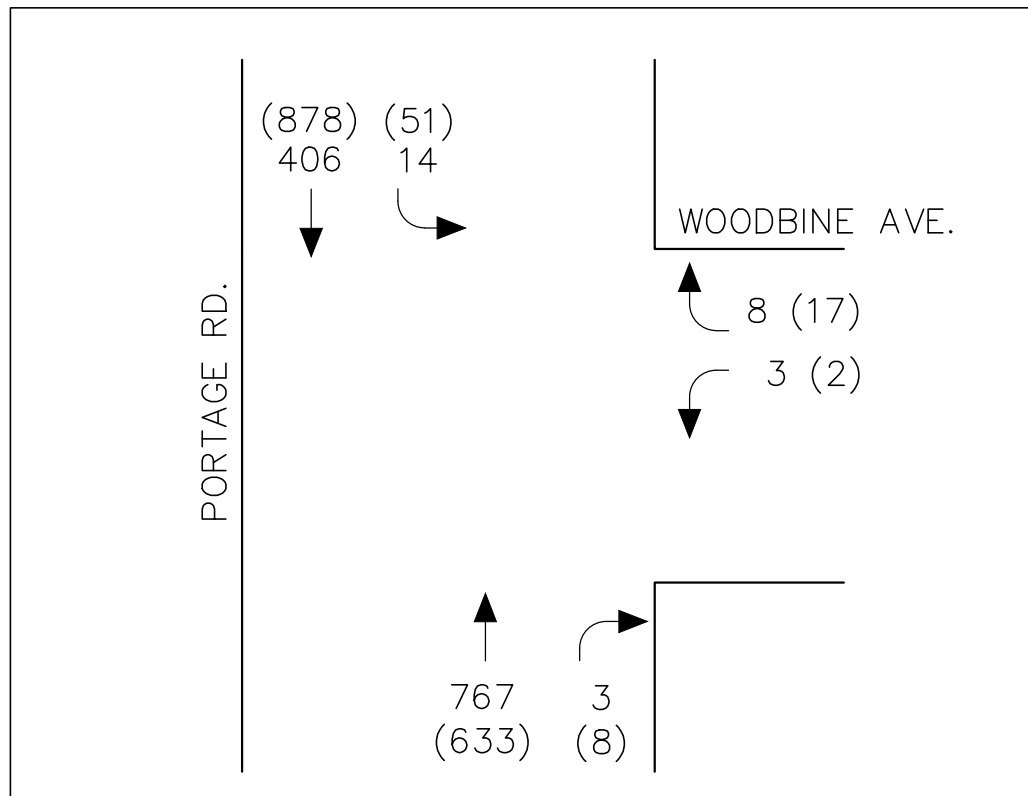
Appendix B

Traffic Volume Exhibits





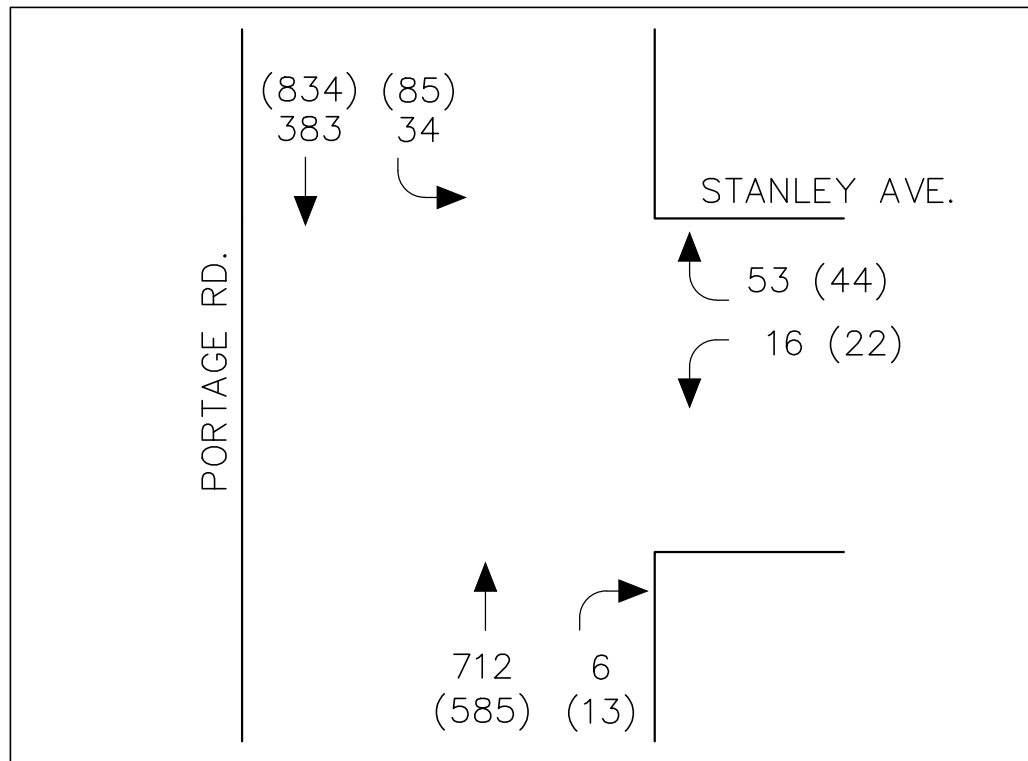
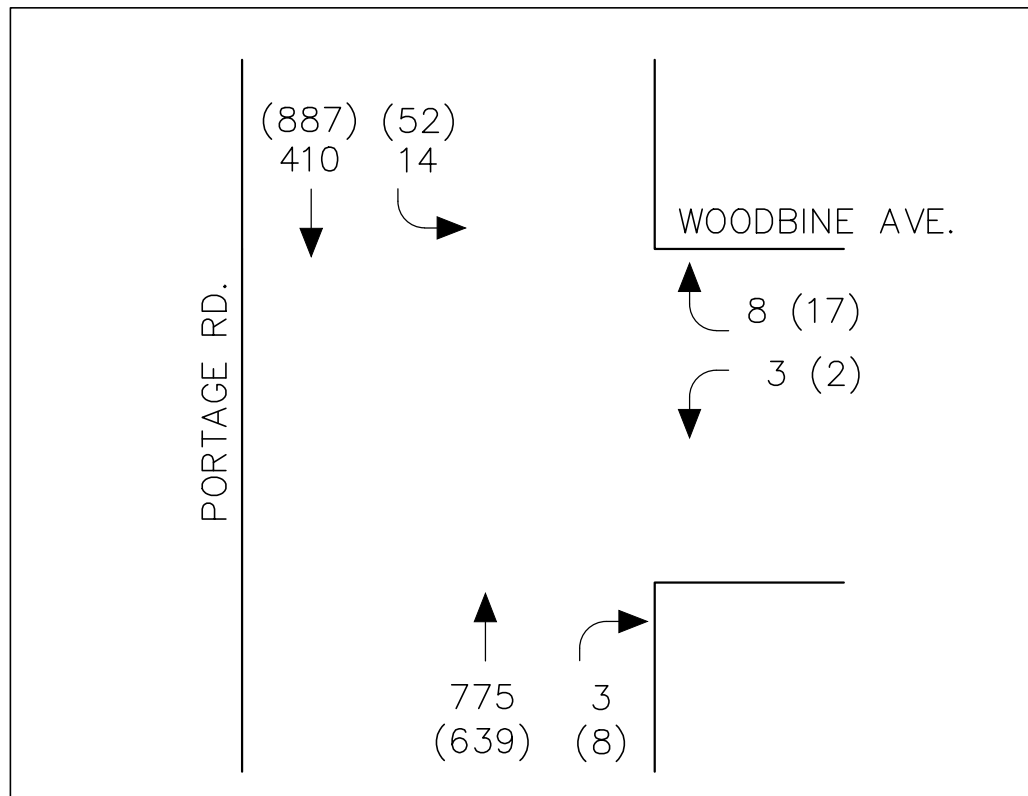
EXISTING (2023)



XX A.M. PEAK
(XX) P.M. PEAK

NOT TO SCALE
(173)

EXISTING (2024)

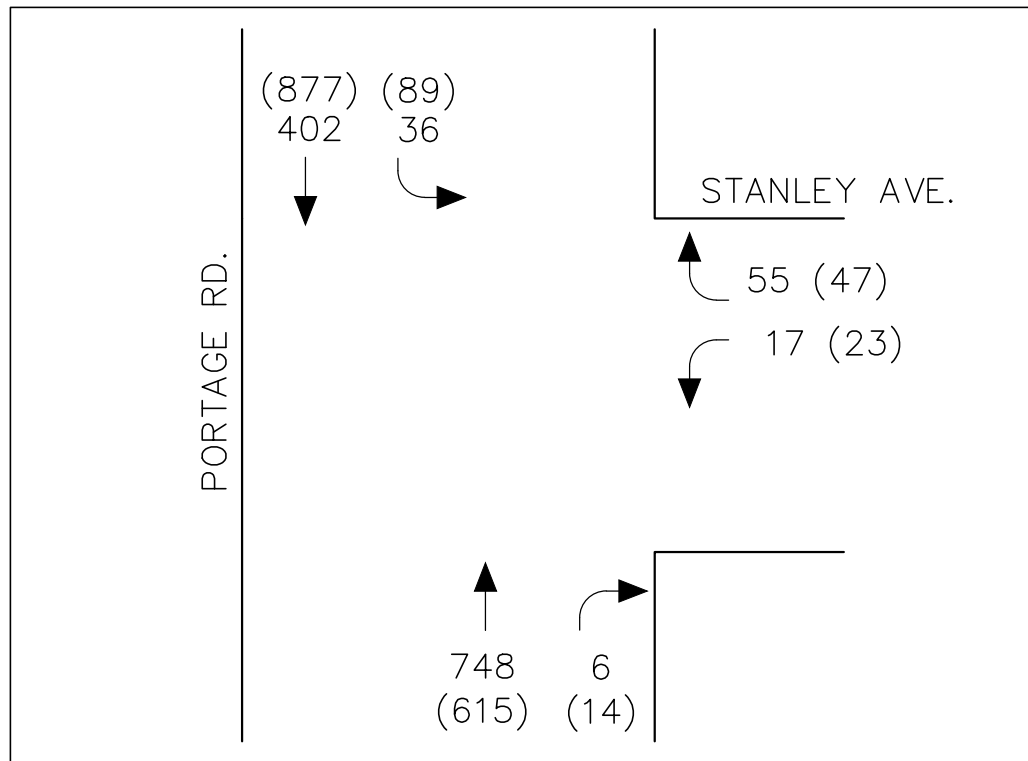
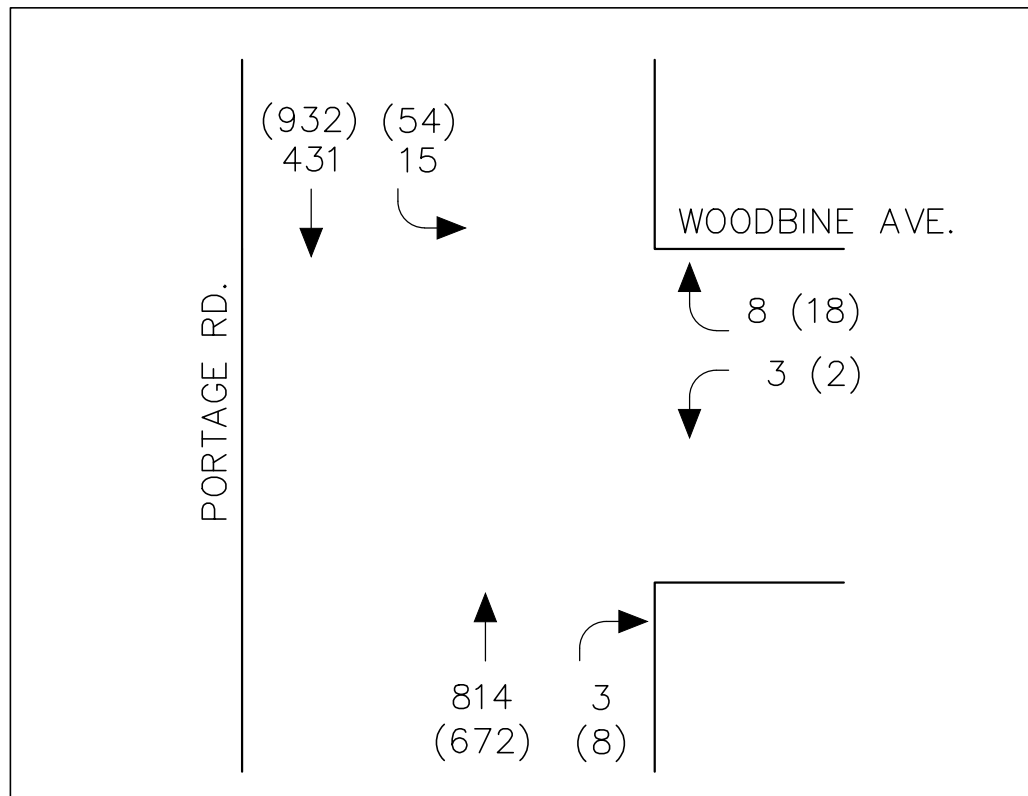


XX A.M. PEAK
(XX) P.M. PEAK



NOT TO SCALE
(174)

HORIZON YEAR (2029)

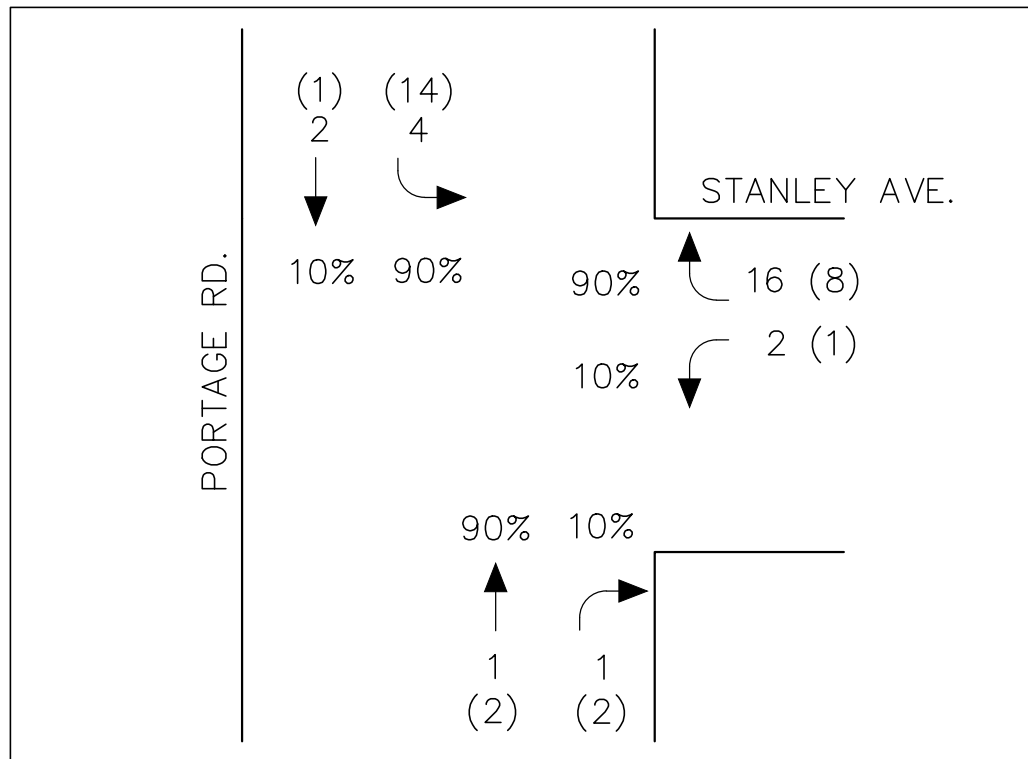
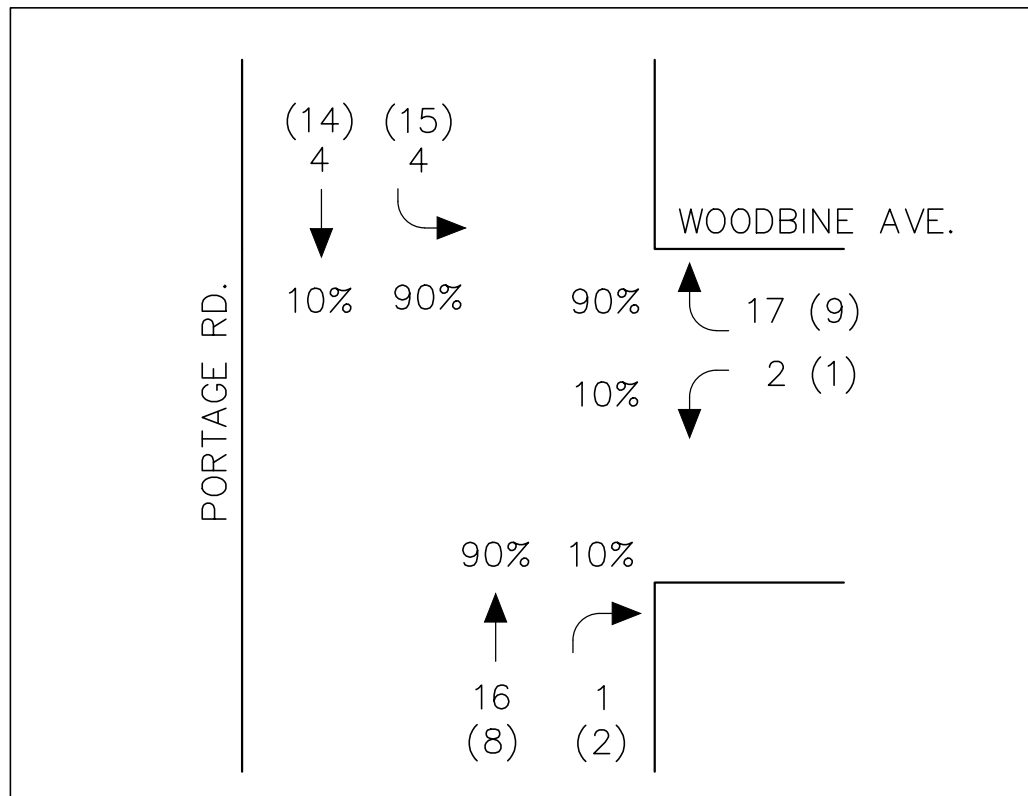


XX A.M. PEAK
(XX) P.M. PEAK



NOT TO SCALE
(175)

SITE GENERATED TRIPS

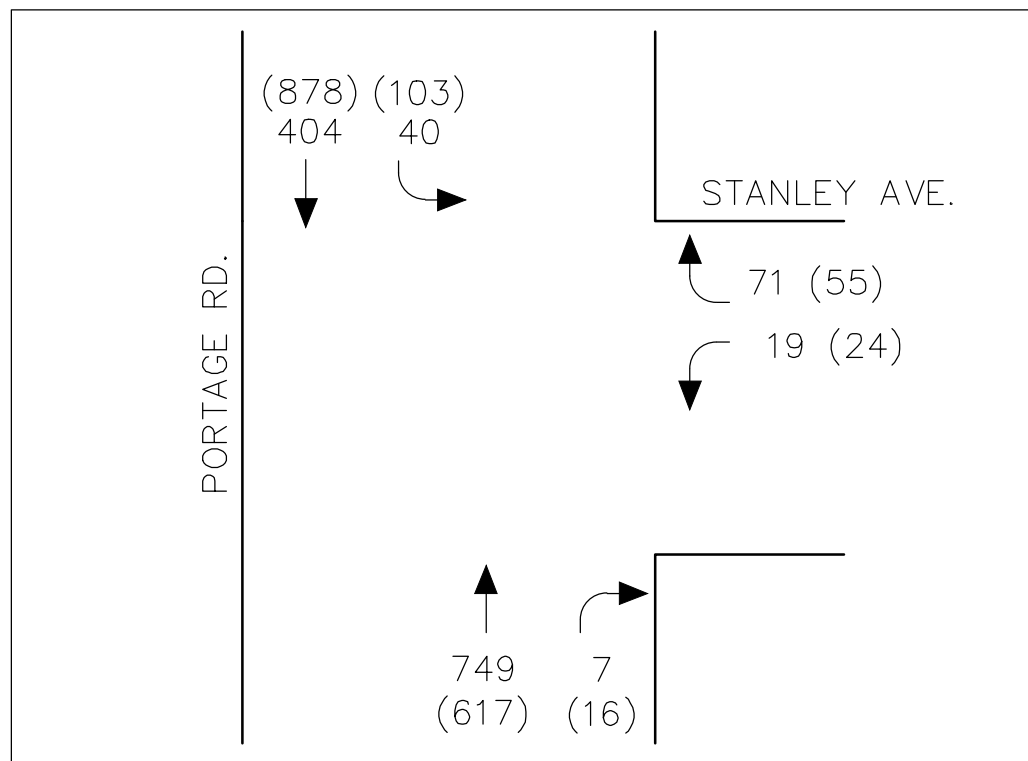
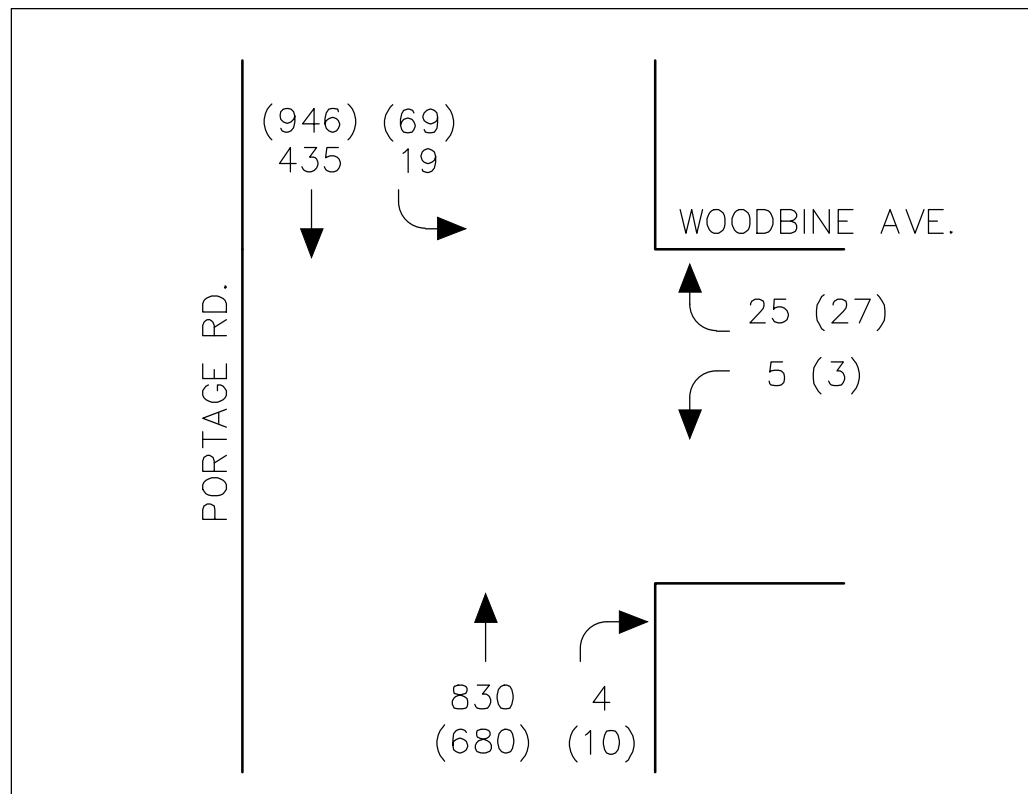


XX A.M. ENTER
 XX A.M. EXIT
 (XX) P.M. ENTER
 (XX) P.M. EXIT



NOT TO SCALE
 (176)

2029 COMBINED TRAFFIC



XX A.M. PEAK
(XX) P.M. PEAK

NOT TO SCALE
(177)

Appendix C

Trip Generation Summary



Portage Road Development Trip Generation Summary

Project:	Portage Road Development	Project No.:	23-0676
Client:	City of Portage	Client Project No.:	N/A
Description:	Trip Generation Summary	Project Stage:	Traffic Analysis
Prepared By:	Timothy Drews, PE, PTOE, RSP	Date Prepared:	6/14/2023
Reviewed By:		Date Reviewed:	

Development: Generated Trips															
ITE Code	Land Use	Units	Quantity	Weekday				AM Peak Hour				PM Peak Hour			
				Rate	Trips	In	Out	Rate	Trips	In	Out	Rate	Trips	In	Out
210	Single-Family Detached Housing	Dwelling Units	50	(Eq. 1)	533	50%	50%	(Eq. 2)	40	25%	75%	(Eq. 3)	52	63%	37%
						267	267			10	30			33	19

Land Use 210 Equations:

Eq. 1 $\ln(T) = 0.92 \ln(X) + 2.68$

Eq. 2 $\ln(T) = 0.91 \ln(X) + 0.12$

Eq. 3 $\ln(T) = 0.94 \ln(X) + 0.27$

Appendix D

Measures of Effectiveness (MOE) Reports



Portage Road Housing Development MOE Summary (Stanley at Portage)			
Project:	Portage Road Housing Development	Project No.:	23-0676
Client:	City of Portage	Client Project No.:	N/A
Description:	Stanley Avenue at Portage Road	Project Stage:	Traffic Study
Prepared By:	Ryan Kafer, EIT	Date Prepared:	6/18/2024

Movement LOS and Delays (Seconds)								
Scenario	Period	Portage Road		Stanley Avenue		Portage Road		Intersection LOS
		Northbound		Westbound		Southbound		
		Thru	Right	Left	Right	Left	Thru	
2024 Existing	AM Peak	A - 0.0	A - 0.0	D - 26.4	B - 11.9	A - 9.7	A - 0.3	A - 1.3
	PM Peak	A - 0.0	A - 0.0	F - 55.6	B - 10.9	A - 9.5	A - 1.0	A - 2.6
2029 Horizon	AM Peak	A - 0.0	A - 0.0	D - 28.9	B - 12.2	A - 9.9	A - 0.3	A - 1.4
	PM Peak	A - 0.0	A - 0.0	F - 70.1	B - 11.1	A - 9.7	A - 1.1	A - 3.0
2029 Proposed With 4 Lanes	AM Peak	A - 0.0	A - 0.0	D - 30.3	B - 12.5	A - 9.9	A - 0.3	A - 1.6
	PM Peak	A - 0.0	A - 0.0	F - 89.2	B - 11.3	A - 9.8	A - 1.3	A - 3.7
2029 Proposed With 3 Lanes	AM Peak	A - 0.0	A - 0.0	E - 36.2	C - 18.6	A - 9.9	A - 0.0	A - 2.0
	PM Peak	A - 0.0	A - 0.0	F - 137.5	B - 14.5	A - 9.8	A - 0.0	A - 4.1

95th Percentile Movement Queues (Feet)							
Scenario	Period	Portage Road		Stanley Avenue		Portage Road	
		Northbound		Westbound		Southbound	
		Thru	Right	Left	Right	Left	Thru
2024 Existing	AM Peak	0	0	8	8	2	0
	PM Peak	0	0	26	6	10	0
2029 Horizon	AM Peak	0	0	8	8	4	0
	PM Peak	0	0	34	6	10	0
2029 Proposed With 4 Lanes	AM Peak	0	0	10	12	4	0
	PM Peak	0	0	42	8	12	0
2029 Proposed With 3 Lanes	AM Peak	0	0	12	20	4	0
	PM Peak	0	0	54	10	12	0

Portage Road Housing Development MOE Summary (Woodbine at Portage)			
Project:	Portage Road Housing Development	Project No.:	23-0676
Client:	City of Portage	Client Project No.:	N/A
Description:	Woodbine Avenue at Portage Road	Project Stage:	Traffic Study
Prepared By:	Ryan Kafer, EIT	Date Prepared:	6/18/2024

Movement LOS and Delays (Seconds)								
Scenario	Period	Portage Road		Woodbine Avenue		Portage Road		Intersection LOS
		Northbound		Westbound		Southbound		
		Thru	Right	Left	Right	Left	Thru	
2024 Existing	AM Peak	A - 0.0	A - 0.0	C - 18.5	C - 18.5	A - 9.8	A - 0.0	A - 0.3
	PM Peak	A - 0.0	A - 0.0	C - 17.4	C - 17.4	A - 9.6	A - 0.0	A - 0.7
2029 Horizon	AM Peak	A - 0.0	A - 0.0	C - 19.7	C - 19.7	A - 10.0	A - 0.0	A - 0.3
	PM Peak	A - 0.0	A - 0.0	C - 18.3	C - 18.3	A - 9.7	A - 0.0	A - 0.7
2029 Proposed With 4 Lanes	AM Peak	A - 0.0	A - 0.0	C - 18.9	C - 18.9	B - 10.1	A - 0.0	A - 0.7
	PM Peak	A - 0.0	A - 0.0	C - 20.5	C - 20.5	A - 9.9	A - 0.0	A - 1.0
2029 Proposed With 3 Lanes	AM Peak	A - 0.0	A - 0.0	D - 28.9	D - 28.9	B - 10.1	A - 0.0	A - 1.0
	PM Peak	A - 0.0	A - 0.0	D - 34.8	D - 34.8	A - 9.9	A - 0.0	A - 1.3

95th Percentile Movement Queues (Feet)							
Scenario	Period	Portage Road		Woodbine Avenue		Portage Road	
		Northbound		Westbound		Southbound	
		Thru	Right	Left	Right	Left	Thru
2024 Existing	AM Peak	0	0	4	4	2	0
	PM Peak	0	0	6	6	6	0
2029 Horizon	AM Peak	0	0	4	4	2	0
	PM Peak	0	0	8	8	6	0
2029 Proposed With 4 Lanes	AM Peak	0	0	12	12	2	0
	PM Peak	0	0	12	12	8	0
2029 Proposed With 3 Lanes	AM Peak	0	0	20	20	2	0
	PM Peak	0	0	24	24	8	0

Appendix E

Synchro Model Reports



HCM 6th TWSC

6: Portage Rd & Stanley

06/18/2024

Intersection

Int Delay, s/veh 1.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	16	53	712	6	34	383
Future Vol, veh/h	16	53	712	6	34	383
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	76	88	50	94	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	70	809	12	36	467

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1121	411	0	0	821
Stage 1	815	-	-	-	-
Stage 2	306	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	200	590	-	-	804
Stage 1	396	-	-	-	-
Stage 2	720	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	188	590	-	-	804
Mov Cap-2 Maneuver	188	-	-	-	-
Stage 1	396	-	-	-	-
Stage 2	677	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	15.1	0	1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1WBLn2	SBL	SBT
Capacity (veh/h)	-	- 188 590	804	-
HCM Lane V/C Ratio	-	- 0.106 0.118	0.045	-
HCM Control Delay (s)	-	- 26.4 11.9	9.7	0.3
HCM Lane LOS	-	- D B	A	A
HCM 95th %tile Q(veh)	-	- 0.4 0.4	0.1	-

HCM 6th TWSC

6: Portage Rd & Stanley

06/18/2024

Intersection

Int Delay, s/veh 2.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	22	44	585	13	85	834
Future Vol, veh/h	22	44	585	13	85	834
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	61	79	92	54	70	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	56	636	24	121	897

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1339	330	0	0	660
Stage 1	648	-	-	-	-
Stage 2	691	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	144	666	-	-	924
Stage 1	483	-	-	-	-
Stage 2	459	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	106	666	-	-	924
Mov Cap-2 Maneuver	106	-	-	-	-
Stage 1	483	-	-	-	-
Stage 2	339	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	28.5	0	2
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	106	666	924
HCM Lane V/C Ratio	-	-	0.34	0.084	0.131
HCM Control Delay (s)	-	-	55.6	10.9	9.5
HCM Lane LOS	-	-	F	B	A
HCM 95th %tile Q(veh)	-	-	1.3	0.3	0.5

HCM 6th TWSC

6: Portage Rd & Stanley

06/18/2024

Intersection						
Int Delay, s/veh	1.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	17	55	748	6	36	402
Future Vol, veh/h	17	55	748	6	36	402
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	76	88	50	94	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	72	850	12	38	490
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1177	431	0	0	862	0
Stage 1	856	-	-	-	-	-
Stage 2	321	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	184	573	-	-	776	-
Stage 1	377	-	-	-	-	-
Stage 2	708	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	172	573	-	-	776	-
Mov Cap-2 Maneuver	172	-	-	-	-	-
Stage 1	377	-	-	-	-	-
Stage 2	661	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	16	0	1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1WBLn2	SBL	SBT		
Capacity (veh/h)	-	- 172 573	776	-		
HCM Lane V/C Ratio	-	- 0.124 0.126	0.049	-		
HCM Control Delay (s)	-	- 28.9 12.2	9.9	0.3		
HCM Lane LOS	-	- D B	A	A		
HCM 95th %tile Q(veh)	-	- 0.4 0.4	0.2	-		

HCM 6th TWSC

6: Portage Rd & Stanley

06/18/2024

Intersection

Int Delay, s/veh 3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	23	47	615	14	89	877
Future Vol, veh/h	23	47	615	14	89	877
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	61	79	92	54	70	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	38	59	668	26	127	943

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1407	347	0	0	694
Stage 1	681	-	-	-	-
Stage 2	726	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	130	649	-	-	897
Stage 1	464	-	-	-	-
Stage 2	440	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	91	649	-	-	897
Mov Cap-2 Maneuver	91	-	-	-	-
Stage 1	464	-	-	-	-
Stage 2	309	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	34	0	2.1
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBRWBLn1WBLn2	SBL	SBT
Capacity (veh/h)	-	- 91 649	897	-
HCM Lane V/C Ratio	-	- 0.414 0.092	0.142	-
HCM Control Delay (s)	-	- 70.1 11.1	9.7	1.1
HCM Lane LOS	-	- F B	A	A
HCM 95th %tile Q(veh)	-	- 1.7 0.3	0.5	-

HCM 6th TWSC

6: Portage Rd & Stanley

06/19/2024

Intersection						
Int Delay, s/veh	1.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	19	71	749	7	40	404
Future Vol, veh/h	19	71	749	7	40	404
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	76	88	50	94	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	93	851	14	43	493
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1191	433	0	0	865	0
Stage 1	858	-	-	-	-	-
Stage 2	333	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	180	571	-	-	774	-
Stage 1	376	-	-	-	-	-
Stage 2	698	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	166	571	-	-	774	-
Mov Cap-2 Maneuver	166	-	-	-	-	-
Stage 1	376	-	-	-	-	-
Stage 2	645	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	16.1	0		1.1		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	166	571	774	-
HCM Lane V/C Ratio	-	-	0.143	0.164	0.055	-
HCM Control Delay (s)	-	-	30.3	12.5	9.9	0.3
HCM Lane LOS	-	-	D	B	A	A
HCM 95th %tile Q(veh)	-	-	0.5	0.6	0.2	-

HCM 6th TWSC 6: Portage Rd & Stanley

06/19/2024

Intersection							
Int Delay, s/veh	3.7						
Movement	WBL	WBR	NBT	NBR	SBL	SBT	
Lane Configurations							
Traffic Vol, veh/h	24	55	617	16	103	878	
Future Vol, veh/h	24	55	617	16	103	878	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized	-	None	-	None	-	None	
Storage Length	100	0	-	-	-	-	
Veh in Median Storage, #	0	-	0	-	-	0	
Grade, %	0	-	0	-	-	0	
Peak Hour Factor	61	79	92	54	70	93	
Heavy Vehicles, %	2	2	2	2	2	2	
Mvmt Flow	39	70	671	30	147	944	
Major/Minor	Minor1	Major1		Major2			
Conflicting Flow All	1452	351	0	0	701	0	
Stage 1	686	-	-	-	-	-	
Stage 2	766	-	-	-	-	-	
Critical Hdwy	6.84	6.94	-	-	4.14	-	
Critical Hdwy Stg 1	5.84	-	-	-	-	-	
Critical Hdwy Stg 2	5.84	-	-	-	-	-	
Follow-up Hdwy	3.52	3.32	-	-	2.22	-	
Pot Cap-1 Maneuver	121	645	-	-	892	-	
Stage 1	461	-	-	-	-	-	
Stage 2	419	-	-	-	-	-	
Platoon blocked, %			-	-		-	
Mov Cap-1 Maneuver	79	645	-	-	892	-	
Mov Cap-2 Maneuver	79	-	-	-	-	-	
Stage 1	461	-	-	-	-	-	
Stage 2	274	-	-	-	-	-	
Approach	WB	NB		SB			
HCM Control Delay, s	39.4	0		2.5			
HCM LOS	E						
Minor Lane/Major Mvmt		NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)		-	-	79	645	892	-
HCM Lane V/C Ratio		-	-	0.498	0.108	0.165	-
HCM Control Delay (s)		-	-	89.2	11.3	9.8	1.3
HCM Lane LOS		-	-	F	B	A	A
HCM 95th %tile Q(veh)		-	-	2.1	0.4	0.6	-

HCM 6th TWSC

6: Portage Rd & Stanley

06/19/2024

Intersection						
Int Delay, s/veh	2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	19	71	749	7	40	404
Future Vol, veh/h	19	71	749	7	40	404
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	76	88	50	94	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	93	851	14	43	493
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1437	858	0	0	865	0
Stage 1	858	-	-	-	-	-
Stage 2	579	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	147	357	-	-	778	-
Stage 1	415	-	-	-	-	-
Stage 2	560	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	139	357	-	-	778	-
Mov Cap-2 Maneuver	139	-	-	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	529	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	22.2	0		0.8		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	139	357	778	-
HCM Lane V/C Ratio	-	-	0.171	0.262	0.055	-
HCM Control Delay (s)	-	-	36.2	18.6	9.9	-
HCM Lane LOS	-	-	E	C	A	-
HCM 95th %tile Q(veh)	-	-	0.6	1	0.2	-

HCM 6th TWSC

6: Portage Rd & Stanley

06/19/2024

Intersection

Int Delay, s/veh 4.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	24	55	617	16	103	878
Future Vol, veh/h	24	55	617	16	103	878
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	61	79	92	54	70	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	70	671	30	147	944

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1924	686	0
Stage 1	686	-	-
Stage 2	1238	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	73	447	-
Stage 1	500	-	-
Stage 2	274	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	61	447	-
Mov Cap-2 Maneuver	61	-	-
Stage 1	500	-	-
Stage 2	229	-	-

Approach	WB	NB	SB
HCM Control Delay, s	58.9	0	1.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1WBLn2	SBL	SBT
Capacity (veh/h)	-	- 61 447	896	-
HCM Lane V/C Ratio	-	- 0.645 0.156	0.164	-
HCM Control Delay (s)	-	- 137.5 14.5	9.8	-
HCM Lane LOS	-	- F B	A	-
HCM 95th %tile Q(veh)	-	- 2.7 0.5	0.6	-

HCM 6th TWSC

4: Portage Rd & Woodbine

06/18/2024

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	8	775	3	14	410
Future Vol, veh/h	3	8	775	3	14	410
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	38	63	90	38	81	58
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	8	13	861	8	17	707
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1253	435	0	0	869	0
Stage 1	865	-	-	-	-	-
Stage 2	388	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	164	569	-	-	771	-
Stage 1	373	-	-	-	-	-
Stage 2	655	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	160	569	-	-	771	-
Mov Cap-2 Maneuver	160	-	-	-	-	-
Stage 1	373	-	-	-	-	-
Stage 2	641	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	18.5	0		0.2		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	- 287		771	-	
HCM Lane V/C Ratio	-	- 0.072		0.022	-	
HCM Control Delay (s)	-	- 18.5		9.8	-	
HCM Lane LOS	-	- C		A	-	
HCM 95th %tile Q(veh)	-	- 0.2		0.1	-	

HCM 6th TWSC

4: Portage Rd & Woodbine

06/18/2024

Intersection						
Int Delay, s/veh	0.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	17	639	8	52	887
Future Vol, veh/h	2	17	639	8	52	887
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	25	71	87	67	75	95
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	8	24	734	12	69	934
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1345	373	0	0	746	0
Stage 1	740	-	-	-	-	-
Stage 2	605	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	143	624	-	-	858	-
Stage 1	433	-	-	-	-	-
Stage 2	508	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	132	624	-	-	858	-
Mov Cap-2 Maneuver	132	-	-	-	-	-
Stage 1	433	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	17.4	0		0.7		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-	323	858	-	
HCM Lane V/C Ratio	-	-	0.099	0.081	-	
HCM Control Delay (s)	-	-	17.4	9.6	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.3	0.3	-	

HCM 6th TWSC

4: Portage Rd & Woodbine

06/18/2024

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	8	814	3	15	431
Future Vol, veh/h	3	8	814	3	15	431
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	38	63	90	38	81	58
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	8	13	904	8	19	743

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1318	456	0
Stage 1	908	-	-
Stage 2	410	-	-
Critical Hdwy	6.84	6.94	-
Critical Hdwy Stg 1	5.84	-	-
Critical Hdwy Stg 2	5.84	-	-
Follow-up Hdwy	3.52	3.32	-
Pot Cap-1 Maneuver	149	551	-
Stage 1	354	-	-
Stage 2	638	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	145	551	-
Mov Cap-2 Maneuver	145	-	-
Stage 1	354	-	-
Stage 2	621	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.7	0	0.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	266	743
HCM Lane V/C Ratio	-	-	0.077	0.025
HCM Control Delay (s)	-	-	19.7	10
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.2	0.1

HCM 6th TWSC

4: Portage Rd & Woodbine

06/18/2024

Intersection						
Int Delay, s/veh	0.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	18	672	8	54	932
Future Vol, veh/h	2	18	672	8	54	932
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	25	71	87	67	75	95
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	8	25	772	12	72	981
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1413	392	0	0	784	0
Stage 1	778	-	-	-	-	-
Stage 2	635	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	129	607	-	-	830	-
Stage 1	413	-	-	-	-	-
Stage 2	490	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	118	607	-	-	830	-
Mov Cap-2 Maneuver	118	-	-	-	-	-
Stage 1	413	-	-	-	-	-
Stage 2	447	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	18.3	0		0.7		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	- 304		830	-	
HCM Lane V/C Ratio	-	- 0.11		0.087	-	
HCM Control Delay (s)	-	- 18.3		9.7	-	
HCM Lane LOS	-	- C		A	-	
HCM 95th %tile Q(veh)	-	- 0.4		0.3	-	

HCM 6th TWSC

4: Portage Rd & Woodbine

06/19/2024

Intersection						
Int Delay, s/veh	0.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	25	830	4	19	435
Future Vol, veh/h	5	25	830	4	19	435
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	38	63	90	38	81	58
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	13	40	922	11	23	750
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1349	467	0	0	933	0
Stage 1	928	-	-	-	-	-
Stage 2	421	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	142	542	-	-	729	-
Stage 1	345	-	-	-	-	-
Stage 2	630	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	137	542	-	-	729	-
Mov Cap-2 Maneuver	137	-	-	-	-	-
Stage 1	345	-	-	-	-	-
Stage 2	610	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	18.9	0		0.3		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	312	729	-	
HCM Lane V/C Ratio	-	-	0.169	0.032	-	
HCM Control Delay (s)	-	-	18.9	10.1	-	
HCM Lane LOS	-	-	C	B	-	
HCM 95th %tile Q(veh)	-	-	0.6	0.1	-	

HCM 6th TWSC

4: Portage Rd & Woodbine

06/19/2024

Intersection						
Int Delay, s/veh	1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↔↔		↕↕		↔↔	↕↕
Traffic Vol, veh/h	3	27	680	10	69	946
Future Vol, veh/h	3	27	680	10	69	946
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	25	71	87	67	75	95
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	12	38	782	15	92	996
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1472	399	0	0	797	0
Stage 1	790	-	-	-	-	-
Stage 2	682	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	118	601	-	-	821	-
Stage 1	408	-	-	-	-	-
Stage 2	464	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	105	601	-	-	821	-
Mov Cap-2 Maneuver	105	-	-	-	-	-
Stage 1	408	-	-	-	-	-
Stage 2	412	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	20.5	0		0.8		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	282	821	-	
HCM Lane V/C Ratio	-	-	0.177	0.112	-	
HCM Control Delay (s)	-	-	20.5	9.9	-	
HCM Lane LOS	-	-	C	A	-	
HCM 95th %tile Q(veh)	-	-	0.6	0.4	-	

HCM 6th TWSC

4: Portage Rd & Woodbine

06/19/2024

Intersection						
Int Delay, s/veh	1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	25	830	4	19	435
Future Vol, veh/h	5	25	830	4	19	435
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	38	63	90	38	81	58
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	13	40	922	11	23	750
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1724	928	0	0	933	0
Stage 1	928	-	-	-	-	-
Stage 2	796	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	98	325	-	-	734	-
Stage 1	385	-	-	-	-	-
Stage 2	444	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	95	325	-	-	734	-
Mov Cap-2 Maneuver	95	-	-	-	-	-
Stage 1	385	-	-	-	-	-
Stage 2	430	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	28.9	0	0.3			
HCM LOS	D					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	203	734	-	
HCM Lane V/C Ratio	-	-	0.26	0.032	-	
HCM Control Delay (s)	-	-	28.9	10.1	-	
HCM Lane LOS	-	-	D	B	-	
HCM 95th %tile Q(veh)	-	-	1	0.1	-	

HCM 6th TWSC

4: Portage Rd & Woodbine

06/19/2024

Intersection						
Int Delay, s/veh	1.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	27	680	10	69	946
Future Vol, veh/h	3	27	680	10	69	946
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	25	71	87	67	75	95
Heavy Vehicles, %	2	2	5	2	2	5
Mvmt Flow	12	38	782	15	92	996
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1970	790	0	0	797	0
Stage 1	790	-	-	-	-	-
Stage 2	1180	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	69	390	-	-	825	-
Stage 1	447	-	-	-	-	-
Stage 2	292	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	61	390	-	-	825	-
Mov Cap-2 Maneuver	61	-	-	-	-	-
Stage 1	447	-	-	-	-	-
Stage 2	259	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	34.8	0	0.8			
HCM LOS	D					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	170	825	-	
HCM Lane V/C Ratio	-	-	0.294	0.112	-	
HCM Control Delay (s)	-	-	34.8	9.9	-	
HCM Lane LOS	-	-	D	A	-	
HCM 95th %tile Q(veh)	-	-	1.2	0.4	-	

8/12/2024

Re: Stanwood Crossings

A neighborhood informational meeting was held on June 26, 2024, at Lakeview Park in Portage Michigan. The purpose of the meeting was to discuss the proposed housing development of 44 single family homes located at 9716 Portage Road, known as Stanwood Crossings. During the meeting it was noted that the most significant concerns from neighboring residents were the traffic impact the new development could cause. A Traffic Impact Study was conducted in response to the neighborhood concerns. Based on the traffic study received on 6/20/24, Stanwood Crossing will have a minimal impact on traffic. Stanwood Crossings will have two entries points, one on Stanley Avenue, the other on Woodbine Avenue which will significantly reduce the traffic flow between the two exit points. An observation study was also conducted by the City of Portage Traffic Engineer, Muhammad Arif, further stating Stanwood Crossing will not impact the neighborhood traffic adversely. It was also suggested that addition trees be added to the site plan.

Attachments: Traffic Impact Study and TIS memo

Received Neighborhood Meeting Comment Cards

Comment 1

I am a fan of increasing the housing supply. I have concerns that there will continue to be fewer homes available. The The 2022 plans had way more homes planned. Please, continue to push for greater density where you can. Also, please don't forget sidewalks and bike lanes. Those are often planned in development and put on paper, but get scrapped near →	the end as the budget gets tight, these features make a place more livable & connected.
--	--

Comment 2

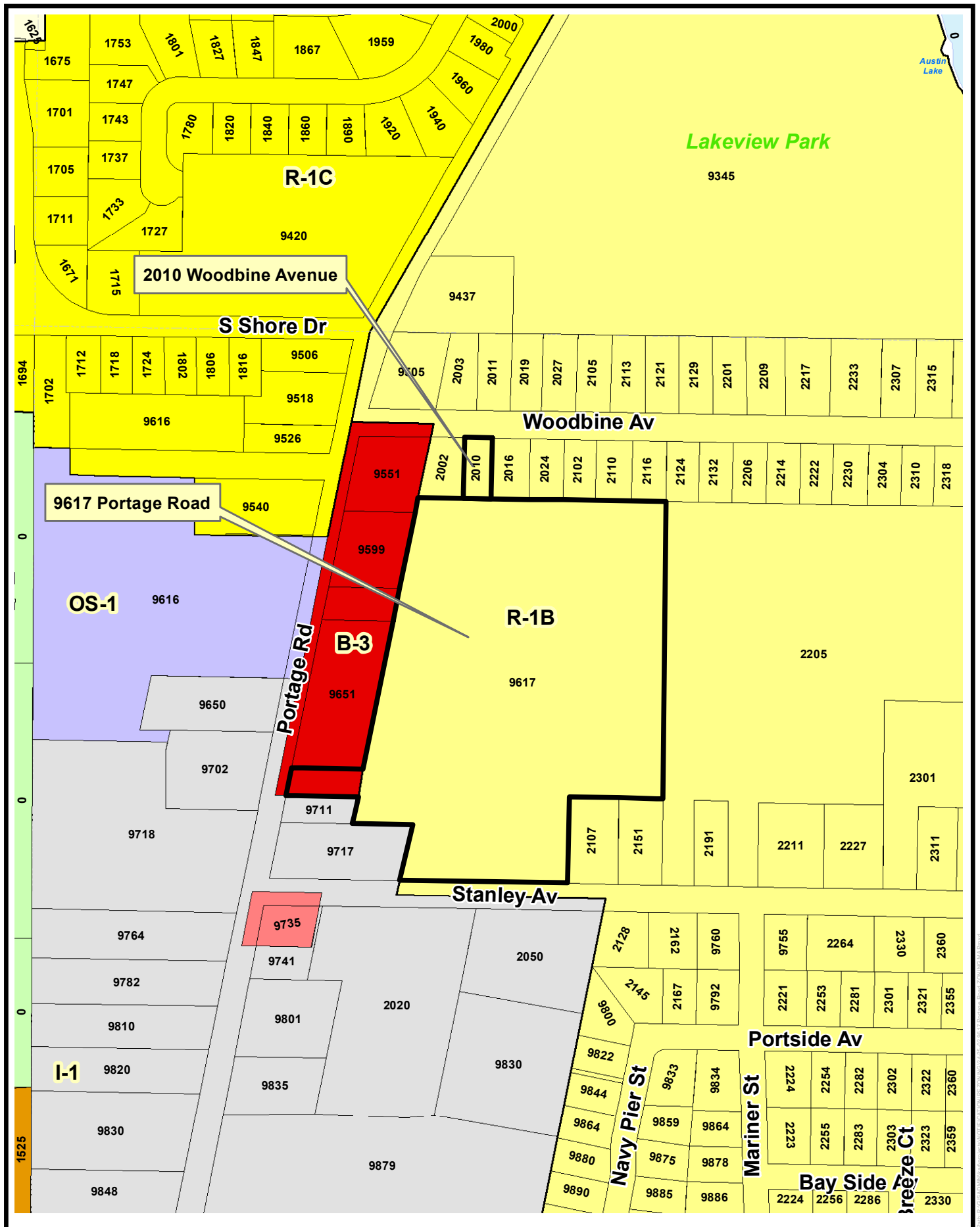
Thanks for the meeting. Looking forward to seeing the results of the traffic study. Seems like this is a big concern of many here. One question I had is Regarding Infrastructure: Will the entire Road →	Around be built at once in the beginning OR will it be phased? Thanks.
--	---

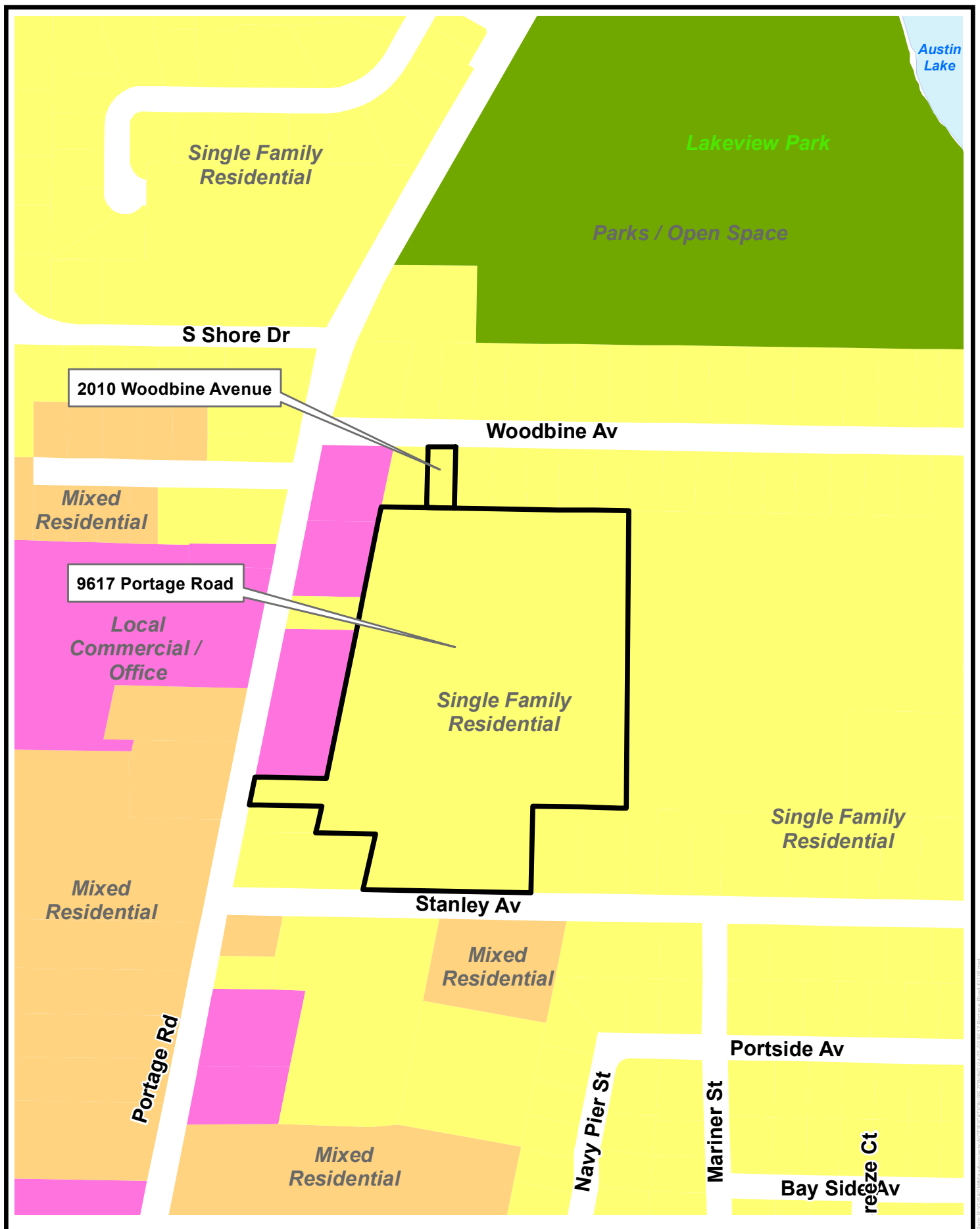
Comment 3

Please consider doing a daily-weekend traffic count on Woodbine & Stanley. You will be appraised of the real numbers Jim Neumann Woodbine Ave
--

Comment 4

More needs to be done about what the traffic will look like on woodbine & Stanley Woodbine It's difficult to turn on to park already.
--







Mark T. Bielang
Superintendent
Phone: 269.323.5147
Fax: 269.323.5149
mbielang@portageps.org

July 11, 2024

Mr. Jack Gesmundo
Principal
AVB
4200 W. Centre Ave
Portage, MI 49024

Re: Proposed Standwood Crossings Neighborhood

Dear Jack:

This letter serves to confirm receipt of your July 9, 2024 letter and accompanying layout of the proposed Standwood Crossings, a residential neighborhood to include approximately 45 new single-family homes inside the Portage Public School District.

Thank you for sharing this information with us.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark T. Bielang". The signature is fluid and cursive, with the first name "Mark" and last name "Bielang" clearly distinguishable.

Mark T. Bielang
Superintendent

Cc Johnny Edwards, Assistant Superintendent of Operations
 Paula Johnson, Director of Finance
 Peter Dame, Chief Development Officer, City of Portage

Staff's Site Pictures

August 20, 2024

Picture Map – ‘Stanwood Crossings’ at 9617 Portage Road





Figure 1. Looking west toward Portage Rd & Woodbine Ave. intersection.



Figure 2. Looking east along Woodbine Ave. toward site entrance.



Figure 3. Looking south toward site entrance of future street.



Figure 4. Looking north toward Woodbine Ave. from area of future street.



Figure 5. Looking north toward connecting trail from Woodbine Ave. to City Lakeview Park, located less $\frac{1}{4}$ mile east of subject site.



Figure 6. Looking west toward intersection of Portage Rd & Stanley Ave.



Figure 7. Looking east along Stanley Ave. toward second site entrance.



Figure 8. Looking north from Stanley Ave at second site entrance.



Figure 9. Looking west from Stanley Ave toward Portage Rd.

Eric Feldt

From: Matt Monarch <mjmonarch1@gmail.com>
Sent: Wednesday, July 3, 2024 2:31 PM
To: Eric Feldt
Subject: Stanwood project

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.

As a resident in the subdivision near the Austin Lake access. I feel that under there is zero benefit to anyone involved in the Stanwood project. Not only would it increase traffic in an already bottlenecked Portage Rd, but there isn't room enough in the elementary school. The public boat access is already overfilled on many summer days. In addition, any form of subsidized housing has historically been detrimental to communities in the long run. This has been historically proven time and time again. If the city feels it must utilize the property, than it would be better served as a park or natural habitat as an abundance of wildlife is found there. If neither, than sell it and let the free market decide.

Matt Monarch
9819 Spinnaker St, Portage, MI 49002

Eric Feldt

From: JONNIE RICHARDS <medevac22@msn.com>
Sent: Thursday, September 5, 2024 10:59 AM
To: Eric Feldt
Cc: Patricia Randall; Jim Pearson; Chris Burns; Victor Ledbetter; Nicole Miller; Terry Urban; Pat McGinnis; Peter Dame
Subject: Stanwood Crossings - Public comments on the rezoning application

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

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

Dear Mr. Feldt and Planning Commission Members,

I would like to bring to your attention the misuse and abuse of the Planned Development (PD) zoning classification on the Portage/Stanley property. When read as a whole and taken in context, it is obvious that the PD zoning is for mixed residential housing types with a healthy dose of related commercial uses. The two PD projects just south of South Shore Drive and the Allen Edwin project off Ousterhout Road all include mixed residential uses and meet or exceed the requirements of the PD zoning.

I first became aware of the situation when a neighbor down the street brought me a copy of an MLive article and a plan showing 78 units on the 14 acres. While the PD plan did show mixed use residential, it pretty much violated every other requirement of the PD zoning and subdivision regulations, which I brought to the city's attention. I then attended a Planning and Zoning Commission hearing for the apartments behind the fire station on Shaver Road. The zoning request could have and should have been submitted as multi-family RM-1 zoning with an auxiliary use for the live-work units. It was submitted as a PD zoning to get around the requirements of the RM-1 zoning, was **triple** the density allowed even in the PD zoning and reduced the parking and setback requirements of the subdivision regulations, all of which I pointed out to the Planning Commission. The city, staff and the planning commission all went along with this in the name of "affordable units". It is my understanding that the developer came back with half the units, the "affordable units" have been deleted. Absolute misuse of the PD zoning.

The next plan for the Portage/Stanley property was 63 detached single-family units and PD zoning, this should have been submitted as R1-A, residential zoning. The plan misused the PD zoning and again, pretty much violated the majority of the PD and subdivision regulations, which I pointed out to the City. It is my understanding that the new plan will have 50 units on 6,500 sf lots, again misusing the PD zoning. The current plan of 44 units is again misusing the PD Zoning regulations. The PD Zoning was never meant to be a "gimmick" to get around all the other zoning and subdivision regulations, especially by the City itself.

In addition, Section III Analysis, of the application states "The average lot size of 9,009 square feet is not significantly smaller than the abutting lots along Woodbine and Stanley Avenues." **This is false.** My adjoining lot is 13,000 sf +/-, significantly larger than 9,009 SF. If you look at the plat plan, the five abutting lots along Woodbine are all significantly larger than the 9,009 average. The two abutting lots along Stanley are both significantly larger. Section II- Background Information-Zoning Comparison Chart - page 32 - states "In addition the housing yard setbacks are not significantly smaller than those in the R-1B zoned neighborhood." **This is false.** Minimum Lot Size - The majority of the lots do not meet the minimum size of 9,600 sf. Minimum Lot Width - a 25% reduction from 80 feet to 60 feet is significant. Front Setback - a 17% reduction is significant. Side Yard Setback - a 50% reduction is significant. 1 Story House - 2 Story House - neither meets the minimum requirements of the R-1B Zoning.

The developer is using the PD zoning to avoid complying with the residential zoning requirements under the "feel good rhetoric" of affordable housing. This project is not affordable housing, it is **public subsidized housing**, highly subsidized. The cost to the taxpayer (federal/state/local grants are taxpayer money) will be \$400,000 to \$500,000 per unit. The city will sell them for as little as \$112,000.

Please deny this application. I would be happy to meet with you to discuss these concerns.

Jonnie S Richards
2016 Woodbine Ave
Portage, Mi
2698087159

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF
PORTAGE, MICHIGAN BY AMENDING ARTICLE 4 OF CHAPTER 42,
LAND DEVELOPMENT REGULATIONS OF THE CODIFIED ORDINANCES
OF PORTAGE, MICHIGAN**

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address
9617 Portage Road

Parcel ID Numbers
00026-070-J

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 46, SUPERVISOR'S PLAT OF MCCAMLEY BEACH AS RECORDED IN LIBER 13 OF PLATS, PAGE 5, KALAMAZOO COUNTY RECORDS; THENCE NORTH 88° 55' 53" WEST (RECORDED AS WEST) ON THE NORTH RIGHT OF WAY LINE OF STANLEY DRIVE 1944.85 FEET (RECORDED AS 1945.00 FEET) TO A CAPPED IRON ID #16935 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE CONTINUING NORTH 88° 55' 53" WEST (RECORDED AS WEST) ON SAID NORTH RIGHT OF WAY LINE 383.05 FEET (RECORDED AS 382.08 FEET MORE OR LESS) TO A CAPPED IRON ID #16935 AND A POINT THAT IS 329.88 FEET (RECORDED AS 330 FEET) EAST OF THE EAST RIGHT OF WAY LINE OF PORTAGE ROAD; THENCE NORTH 11° 15' 06" EAST ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH SAID EAST RIGHT OF WAY LINE 134.18 FEET (RECORDED AS 134.13 FEET) TO A CAPPED IRON #16935; THENCE NORTH 88° 57' 58" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH LINE OF SAID STANLEY DRIVE 164.99 FEET (RECORDED AS 165.15 FEET) TO A CAPPED IRON; THENCE NORTH 11° 21' 52" EAST ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH SAID EAST RIGHT OF WAY LINE 64.88 FEET (RECORDED AS 64.94 FEET) TO A RECTANGULAR IRON ROD; THENCE NORTH 89° 08' 55" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID STANLEY DRIVE 164.91 FEET (RECORDED AS 165 FEET) TO A CAPPED IRON ID #38116 ON THE EAST RIGHT OF WAY LINE OF SAID PORTAGE ROAD; THENCE NORTH 11° 19' 08" EAST ON SAID EAST RIGHT OF WAY LINE 67.00 FEET (RECORDED AS 67.13 FEET) TO A ½" REBAR WITH BROKEN CAP; THENCE SOUTH 89° 08' 55" EAST (RECORDED AS EAST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STANLEY DRIVE 164.90 FEET (RECORDED AS 165 FEET) TO A CAPPED IRON ID #38116; THENCE NORTH 11° 19' 08" EAST PARALLEL WITH SAID EAST RIGHT OF WAY LINE 369.20 FEET TO A CAPPED IRON ID #38116; THENCE NORTH 11° 01' 52" EAST 67.20 FEET TO A ½" SQUARE IRON; THENCE NORTH 11° 19' 52" EAST 221.63 FEET (RECORDED AS 221.72 FEET) TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 32 OF THE RECORDED PLAT OF MCCAMLEY MANOR AS RECORDED IN LIBER 25 OF PLATS, PAGE 42 KALAMAZOO COUNTY RECORDS; THENCE SOUTH 89° 13' 17" EAST (RECORDED AS EAST) ON THE SOUTH LINE OF SAID LOT 32 A DISTANCE OF 106.86 FEET (RECORDED AS 106.92 FEET) TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF OUTLOT "B", SAID MCCAMLEY MANOR; THENCE NORTH 00° 50' 02" EAST (RECORDED AS NORTH) ON THE WEST LINE OF SAID OUTLOT "B" 144.91 FEET (RECORDED AS 145 FEET) TO A ½" REBAR AT THE NORTH LINE OF SAID OUTLOT "B"; THENCE SOUTH 89° 12' 16" EAST (RECORDED AS EAST) ON SAID NORTH LINE 66.00 FEET TO A CAPPED IRON ID #16935 AT THE NORTHEAST CORNER OF SAID OUTLOT "B"; THENCE SOUTH 00° 49' 40" WEST (RECORDED AS SOUTH) ON THE EAST LINE OF SAID OUTLOT "B" 144.89 FEET (RECORDED AS 145 FEET) TO A

CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID OUTLOT "B"; THENCE SOUTH 89° 13' 17" EAST (RECORDED AS EAST) ON THE SOUTH LINE OF SAID MCCAMLEY MANOR 431.01 FEET TO A CAPPED IRON ID #16935 AT A POINT THAT IS 968 FEET WEST OF THE SOUTHEAST CORNER OF LOT 50, SAID MCCAMLEY MANOR; THENCE SOUTH 01° 02' 52" WEST (RECORDED AS SOUTH) ON A LINE PREVIOUSLY DESCRIBED AS BEING PERPENDICULAR TO THE NORTH RIGHT OF WAY LINE OF SAID STANLEY DRIVE 712.20 FEET (RECORDED AS 712.60 FEET) TO A CAPPED IRON ID #16935; THENCE NORTH 88° 55' 15" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID STANLEY DRIVE 220.11 FEET (RECORDED AS 220 FEET) TO A CAPPED IRON ID #16935; THENCE SOUTH 01° 04' 25" WEST (RECORDED AS SOUTH) ON A LINE PREVIOUSLY DESCRIBED AS BEING PERPENDICULAR TO SAID NORTH RIGHT OF WAY LINE 200.20 FEET (RECORDED AS 200 FEET) TO THE POINT OF BEGINNING. CONTAINING 13.30 ACRES MORE OR LESS.

From R-1B One-Family Residential District to PD Planned Development District.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Patricia M. Randall, Mayor

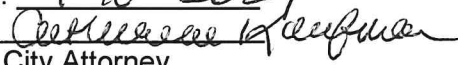
STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2024.

Erica Eklov, City Clerk

Approved as to Form:

Date: 9-10-2024

By: 
City Attorney

**ADOPTION OF ZONING ORDINANCE
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Article 4 (Zoning) of Chapter 42 of the Codified Ordinances of Portage, Michigan, was adopted by the City Council at a regular meeting held on the _____ day of _____, 2024, and will become effective _____, 2024.

NOTICE IS FURTHER GIVEN that Article 4 (Zoning) of Chapter 42, Land Development Regulations, of the Codified Ordinance of Portage, Michigan, has been amended as follows:

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address
9617 Portage Road

Parcel ID Numbers
00026-070-J

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 46, SUPERVISOR'S PLAT OF MCCAMLEY BEACH AS RECORDED IN LIBER 13 OF PLATS, PAGE 5, KALAMAZOO COUNTY RECORDS; THENCE NORTH 88° 55' 53" WEST (RECORDED AS WEST) ON THE NORTH RIGHT OF WAY LINE OF STANLEY DRIVE 1944.85 FEET (RECORDED AS 1945.00 FEET) TO A CAPPED IRON ID #16935 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE CONTINUING NORTH 88° 55' 53" WEST (RECORDED AS WEST) ON SAID NORTH RIGHT OF WAY LINE 383.05 FEET (RECORDED AS 382.08 FEET MORE OR LESS) TO A CAPPED IRON ID #16935 AND A POINT THAT IS 329.88 FEET (RECORDED AS 330 FEET) EAST OF THE EAST RIGHT OF WAY LINE OF PORTAGE ROAD; THENCE NORTH 11° 15' 06" EAST ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH SAID EAST RIGHT OF WAY LINE 134.18 FEET (RECORDED AS 134.13 FEET) TO A CAPPED IRON #16935; THENCE NORTH 88° 57' 58" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH LINE OF SAID STANLEY DRIVE 164.99 FEET (RECORDED AS 165.15 FEET) TO A CAPPED IRON; THENCE NORTH 11° 21' 52" EAST ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH SAID EAST RIGHT OF WAY LINE 64.88 FEET (RECORDED AS 64.94 FEET) TO A RECTANGULAR IRON ROD; THENCE NORTH 89° 08' 55" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID STANLEY DRIVE 164.91 FEET (RECORDED AS 165 FEET) TO A CAPPED IRON ID #38116 ON THE EAST RIGHT OF WAY LINE OF SAID PORTAGE ROAD; THENCE NORTH 11° 19' 08" EAST ON SAID EAST RIGHT OF WAY LINE 67.00 FEET (RECORDED AS 67.13 FEET) TO A ½" REBAR WITH BROKEN CAP; THENCE SOUTH 89° 08' 55" EAST (RECORDED AS EAST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STANLEY DRIVE 164.90 FEET (RECORDED AS 165 FEET) TO A CAPPED IRON ID #38116; THENCE NORTH 11° 19' 08" EAST PARALLEL WITH SAID EAST RIGHT OF WAY LINE 369.20 FEET TO A CAPPED IRON ID #38116; THENCE NORTH 11° 01' 52" EAST 67.20 FEET TO A ½" SQUARE IRON; THENCE NORTH 11° 19' 52" EAST 221.63 FEET (RECORDED AS 221.72 FEET) TO A CONCRETE

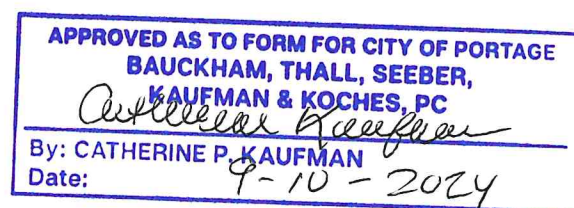
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From R-1B One-Family Residential District to PD Planned Development District.

PLEASE TAKE NOTICE that a copy of the Ordinance as amended may be purchased or inspected at City Hall on any business day except public and legal holidays from and after publication of this Notice from 8:00 a.m. to 5:00 p.m. local time. Further, a copy of a map showing the property rezoned is also available at the time and days noted above.

Dated: _____

Erica Eklov, City Clerk



**FIRST READING
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Article 4 (Zoning) of Chapter 42 of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2024, and that the Council will hold a public hearing on the proposed amendment at the Portage City Hall in said City on _____, 2024, at 7:00 p.m. or as soon thereafter as may be heard.

NOTICE IS FURTHER GIVEN that the proposed amendment to Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan reads as follows:

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address
9617 Portage Road

Parcel ID Numbers
00026-070-J

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 46, SUPERVISOR'S PLAT OF MCCAMLEY BEACH AS RECORDED IN LIBER 13 OF PLATS, PAGE 5, KALAMAZOO COUNTY RECORDS; THENCE NORTH 88° 55' 53" WEST (RECORDED AS WEST) ON THE NORTH RIGHT OF WAY LINE OF STANLEY DRIVE 1944.85 FEET (RECORDED AS 1945.00 FEET) TO A CAPPED IRON ID #16935 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE CONTINUING NORTH 88° 55' 53" WEST (RECORDED AS WEST) ON SAID NORTH RIGHT OF WAY LINE 383.05 FEET (RECORDED AS 382.08 FEET MORE OR LESS) TO A CAPPED IRON ID #16935 AND A POINT THAT IS 329.88 FEET (RECORDED AS 330 FEET) EAST OF THE EAST RIGHT OF WAY LINE OF PORTAGE ROAD; THENCE NORTH 11° 15' 06" EAST ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH SAID EAST RIGHT OF WAY LINE 134.18 FEET (RECORDED AS 134.13 FEET) TO A CAPPED IRON #16935; THENCE NORTH 88° 57' 58" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH LINE OF SAID STANLEY DRIVE 164.99 FEET (RECORDED AS 165.15 FEET) TO A CAPPED IRON; THENCE NORTH 11° 21' 52" EAST ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH SAID EAST RIGHT OF WAY LINE 64.88 FEET (RECORDED AS 64.94 FEET) TO A RECTANGULAR IRON ROD; THENCE NORTH 89° 08' 55" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID STANLEY DRIVE 164.91 FEET (RECORDED AS 165 FEET) TO A CAPPED IRON ID #38116 ON THE EAST RIGHT OF WAY LINE OF SAID PORTAGE ROAD; THENCE NORTH 11° 19' 08" EAST ON SAID EAST RIGHT OF WAY LINE 67.00 FEET (RECORDED AS 67.13 FEET) TO A ½" REBAR WITH BROKEN CAP; THENCE SOUTH 89° 08' 55" EAST (RECORDED AS EAST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STANLEY DRIVE 164.90 FEET (RECORDED AS 165 FEET) TO A CAPPED IRON ID #38116; THENCE NORTH 11° 19' 08" EAST PARALLEL WITH SAID EAST RIGHT OF WAY LINE 369.20 FEET TO A CAPPED IRON ID #38116; THENCE NORTH 11° 01' 52" EAST 67.20 FEET TO A ½" SQUARE IRON; THENCE

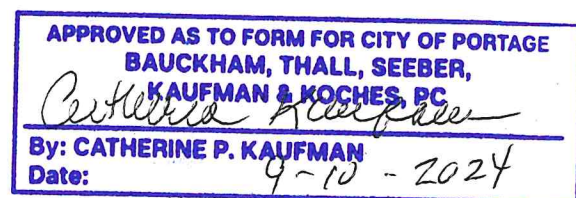
NORTH 11° 19' 52" EAST 221.63 FEET (RECORDED AS 221.72 FEET) TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 32 OF THE RECORDED PLAT OF MCCAMLEY MANOR AS RECORDED IN LIBER 25 OF PLATS, PAGE 42 KALAMAZOO COUNTY RECORDS; THENCE SOUTH 89° 13' 17" EAST (RECORDED AS EAST) ON THE SOUTH LINE OF SAID LOT 32 A DISTANCE OF 106.86 FEET (RECORDED AS 106.92 FEET) TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF OUTLOT "B", SAID MCCAMLEY MANOR; THENCE NORTH 00° 50' 02" EAST (RECORDED AS NORTH) ON THE WEST LINE OF SAID OUTLOT "B" 144.91 FEET (RECORDED AS 145 FEET) TO A ½" REBAR AT THE NORTH LINE OF SAID OUTLOT "B"; THENCE SOUTH 89° 12' 16" EAST (RECORDED AS EAST) ON SAID NORTH LINE 66.00 FEET TO A CAPPED IRON ID #16935 AT THE NORTHEAST CORNER OF SAID OUTLOT "B"; THENCE SOUTH 00° 49' 40" WEST (RECORDED AS SOUTH) ON THE EAST LINE OF SAID OUTLOT "B" 144.89 FEET (RECORDED AS 145 FEET) TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID OUTLOT "B"; THENCE SOUTH 89° 13' 17" EAST (RECORDED AS EAST) ON THE SOUTH LINE OF SAID MCCAMLEY MANOR 431.01 FEET TO A CAPPED IRON ID #16935 AT A POINT THAT IS 968 FEET WEST OF THE SOUTHEAST CORNER OF LOT 50, SAID MCCAMLEY MANOR; THENCE SOUTH 01° 02' 52" WEST (RECORDED AS SOUTH) ON A LINE PREVIOUSLY DESCRIBED AS BEING PERPENDICULAR TO THE NORTH RIGHT OF WAY LINE OF SAID STANLEY DRIVE 712.20 FEET (RECORDED AS 712.60 FEET) TO A CAPPED IRON ID #16935; THENCE NORTH 88° 55' 15" WEST (RECORDED AS WEST) ON A LINE PREVIOUSLY DESCRIBED AS BEING PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID STANLEY DRIVE 220.11 FEET (RECORDED AS 220 FEET) TO A CAPPED IRON ID #16935; THENCE SOUTH 01° 04' 25" WEST (RECORDED AS SOUTH) ON A LINE PREVIOUSLY DESCRIBED AS BEING PERPENDICULAR TO SAID NORTH RIGHT OF WAY LINE 200.20 FEET (RECORDED AS 200 FEET) TO THE POINT OF BEGINNING. CONTAINING 13.30 ACRES MORE OR LESS.

From R-1B One-Family Residential District to PD Planned Development District.

PLEASE TAKE FURTHER NOTICE that if the owners of at least twenty percent (20%) of the area of land included in the proposed zoning change, or if the owners of at least twenty percent (20%) of the area of land included within an area extending outward one hundred feet (100') from any point on the boundary of the land included in the proposed change, excluding public right-of-way or other publicly owned land, file a written protest petition against the proposed amendment presented to the City Council before final legislative action on the amendment, a two-thirds vote of the City Council will be required to pass the amendment.

Dated: _____

Erica Eklov, City Clerk



CITY OF PORTAGE PLANNING COMMISSION

**Thursday, September 5, 2024
7:00 PM Portage
Portage City Hall Council Chamber**

The City of Portage Planning Commission meeting of September 5, 2024, was called to order by Chair Corradini at 7:00 p.m.

IN ATTENDANCE

- Peter Dame, Chief Development Officer
- Biqi Zhao, Deputy Director of Planning and Zoning
- Jonathon Hallberg, Deputy Director of Economic Development
- Eric Feldt, Senior City Planner
- Anita Johnson, Housing Resource Specialist
- Alex Johnson, City Planner
- Catherine Kaufman, City Attorney

ROLL CALL

Staff called the roll: Chairman Corradini (yes); Vice Chair Baldwin (no); Secretary Freiman (yes), Adams (yes); Copp (yes); Joshi (yes); Fries (yes); Youngs (no); and Longjohn (yes).
7-Present; 2-Absent.

Motion by Commissioner Joshi, seconded by Commissioner Fries to approve the excused commissioners. Upon a voice vote, motion carried 7-0.

APPROVAL OF MINUTES

1. Minutes dated August 15, 2024

Motion by Commissioner Fries, seconded by Secretary Freiman to approve the August 15, 2024, as submitted. Upon a voice vote, motion carried 7-0.

PUBLIC HEARINGS

1. Additional space and height request for an accessory building at 2813 Vanderbilt Avenue:

Eric Feldt provided a presentation outlining project details and review process, showed various site pictures, showed various project images, explained applicable Master Plan elements, and indicated no neighborhood opposition. He concluded his presentation by recommending approval of the additional 880 square feet of space and the additional 5 feet and 2 inches of height for a pole barn at 2813 Vanderbilt Avenue.

Applicant, Andrew Beaudoin, 2813 Vanderbilt Avenue, presented and generally described the pole barn, abutting properties, and supportive comments from neighbors.

Chair Corradini opened the public hearing. Seeing no comments, motion by Commissioner Copp, seconded by Commissioner Longjohn to close the hearing. Upon a voice vote, motion carried 7-0.

Commissioner Joshi asked the applicant for clarification on surrounding neighbors' views of the new accessory building.

Mr. Beaudoin indicated that his neighbors did not oppose the accessory building and the closest property line to the west is approx. 300' away and the nearest residential building is approx. 500' away. (222)

Motion by Commissioner Copp, supported by Commissioner Fries, to approve the additional 880 square feet of space and the additional 5 feet and 2 inches of height for a pole barn at 2813 Vanderbilt Avenue. Upon a voice vote, motion carried 7-0.

2. Rezoning and Tentative Plan Application #23/24-2 from R-1B One Family Residential District to Planned Development (PD), and Preliminary Condominium Subdivision Application for ‘Stanwood Crossings’ proposed single-family residential development at 9617 Portage Road:

Mr. Feldt provided a presentation outlining the purpose of the project, explained project details and review process, showed various site pictures, showed various project images, explained applicable Master Plan elements, mentioned the past neighborhood meeting and received concerns, and addressed traffic elements of the project. He concluded the presentation by providing two separate voting recommendations:

- 1) Planning Commission recommend to City Council the approval of the proposed Rezoning and Tentative Plan application #24/25-2, from R-1B One Family Residential to PD Planned Development for Stanwood Crossings single-family residential development at 9617 Portage Road.
- 2) Planning Commission recommend to City Council the approval of the Preliminary Condominium Plan for Stanwood Crossings single-family residential development at 9617 Portage Road.

Jonathon Hallberg, Deputy Director of Economic Development and acting applicant for the City, gave additional context for the project, indicated this project will address critical housing shortages and bring more people to Portage who may be priced out, and it will overall increase the City’s economic development.

Jack Gesmundo, Principal at AVB and project developer, explained the vision and background of the project, summarized some grants assisting in this project, included examples of income vs. housing rates, mentioned various housing studies supporting the project, named persons on the development team, and discussed the project’s traffic study. He read a letter of support and stated that this could be a great example for other cities to follow.

Chair Corradini opened the public hearing. Seeing no comments, motion by Commissioner Fries, seconded by Secretary Freiman, to close the public hearing. Upon a voice vote, motion carried 7-0.

Some Commissioners inquired about the difference between a condominium vs. plat, wanted to confirm the project would be only single family detached homes, and what else could be built within the development.

Mr. Gesmundo explained the differences and indicated that condominium is more widely used today than the plat.

Mr. Feldt confirmed the project is only single-family detached homes. He further explained that the overall PD development option does allow additional housing types and some commercial land uses, neither are proposed with the proposed Stanwood Crossings PD.

Commissioner Adams asked what the Planning Commission would be voting on tonight.

Mr. Feldt stated two recommendations as shown in the packet.

Some Commissioners expressed concerns about any future changes to the plans made before going to City Council, and if the required detailed Site Plan would come back for their review.

Mt. Feldt explained that per the code, a Planned Development can change up to 10%; a greater change requires the proposal go back to the Planning Commission for review and vote. The Site Plan will go directly to the City Council for vote.

Several Commissioners were concerned about proposing such low density when there is a need for more housing.

Mr. Feldt explained that the grants and funding structure for this project are likely more supportive for single family detached homes, and the current development code does not allow for smaller lots.

Several Commissioners were concerned about the use of the word ‘subsidized’ and how to present it in a less negative perception.

Mr. Feldt stated that project was funded by grants and other government funding.

Commissioner Longjohn asked about the neighborhood meeting since City staff were present.

Mr. Hallberg gave an overview of the meeting.

Ms. Zhao stated that none of the planning staff were at the meeting, only the economic development/housing staff were present at the meeting.

Commissioner Longjohn inquired about the future land trust for the property and income tests for future houses.

Mr. Hallberg stated that the Community Land Trust preserves affordability. Income levels and tests of occupants still need to be within 80-120% AMI to live at the development.

Chair Corridini inquired about the lack of basements and possible development savings of removing street curb/gutter and sidewalk.

Mr. Gesmundo stated basements add 20-30% of cost. He stated that the project could either provide attached garages or basements; garages were more supported.

Mr. Feldt stated that the curb/gutter and sidewalks are required because it is a public street and it provides a higher level of road quality and safety.

Motion by Commissioner Copp, supported by Commissioner Joshi, to recommend to City Council the approval of the proposed Rezoning and Tentative Plan application #24/25-2, from R-1B One Family Residential to PD Planned Development for Stanwood Crossings single-family residential development at 9617 Portage Road. Upon a voice vote, motion carried 7-0.

Motion by Secretary Freiman, supported by Commissioner Joshi, to recommend to City Council the approval of the Preliminary Condominium Plan for Stanwood Crossings single-family residential development at 9617 Portage Road. Upon a voice vote, motion carried 7-0.

SITE/FINAL PLANS

None.

OLD BUSINESS

None.

NEW BUSINESS

Lake Center/Portage Road Commercial Corridor Rezoning Presentation:

Mr. Feldt introduced the zoning update, background information of the project, and announced Paul Lippens, planning consultant with Mckenna Associates, to present the project details.

Mr. Lippens presented past planning efforts of the Lake Center District Plan. He explained implementing the Plan with a new zoning updating planning process called the Lake Center/Portage

Road Commercial Corridor Rezoning, which started with public meetings during the winter and spring to gather various public input. He mentioned the creation of a new steering committee who reviewed new conceptual zoning districts and regulations. Further, Mr. Lippens explained the proposed three new zoning districts along sections of Portage Road which will consolidate several existing commercial and industrial zoning districts. He mentioned that no changes are proposed to the existing residential districts along the road. Mr. Lippens detailed the new zoning districts' site development elements including frontage types, setbacks, design, materials, rebuild standards, etc. A majority of citizens all across the board felt heard about the changes that were made. He concluded the presentation by stating the next steps involved are Planning Commission and City Council public hearings and votes.

Some Commissioners made the following concerns about aspects of Portage Road include poor sidewalk condition, high traffic speeds, lack of bike paths, parking accessibility, and stated support for fewer curb cuts for safety and ease. Commissioner Copp wondered in the stakeholder committee recommended it unanimously. Mr. Lippens confirmed it was a unanimous recommendation.

STATEMENT OF CITIZENS

None.

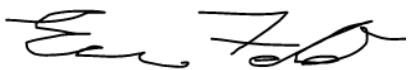
STATEMENT OF COMMISSIONERS/ STAFF

None.

ADJOURNMENT

There being no further business to come before the Commission, Chair Corradini adjourned the meeting at 9:31 p.m.

Respectfully submitted,

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

Eric Feldt
Senior City Planner



Department of Community Development

TO: Honorable Mayor and City Council
FROM: City of Portage Planning Commission
DATE: September 19, 2024

SUBJECT: A Rezoning and Tentative Plan Application #24/25-2, from R-1B One Family District to PD Planned Development, and Preliminary Condominium Subdivision Application for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road.

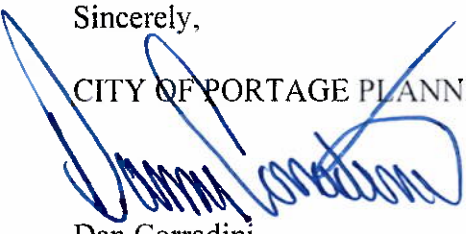
At the September 5, 2024 meeting, the Planning Commission reviewed and discussed the Rezoning and Tentative Plan Application #24/25-2, from R-1B One Family District to PD Planned Development, and Preliminary Condominium Subdivision Application for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road. The applicant representative, Jonathon Hallberg, Deputy Director of Economic Development, City of Portage, and Project Developer, Jack Gesmundo, Principal at AVB, were present to support the proposed application and explain the project details. No public comments were received at the meeting. Two public comments were received prior to the meeting and were acknowledged/addressed during the meeting.

After careful consideration, the Planning Commission voted the following for the project:

1. The Planning Commission voted unanimously (7-0) to recommend to City Council the approval of the Rezoning and Tentative Plan Application #24/25-2, from R-1B One Family District to PD Planned Development for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road.
2. The Planning Commission voted unanimously (7-0) to recommend to City Council the approval of the Preliminary Condominium Subdivision Plan for 'Stanwood Crossings' proposed single-family residential development at 9617 Portage Road.

Sincerely,

CITY OF PORTAGE PLANNING COMMISSION


Dan Corradini
Chairman

Attachments: September 5, 2024 Planning Commission meeting minutes.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Adopt Zoning Ordinance Amendment #24/25-1: Ordinance to amend various miscellaneous Zoning Code technical standards, subsequent to the public hearing.

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Adopt Zoning Ordinance Amendment #24/25-1: Ordinance to amend various miscellaneous Zoning Code technical standards, subsequent to the Public Hearing.

The proposed ordinance amendment was submitted by the City of Portage to provide technical corrections to Chapter 42 Zoning which reduces redundancies, provides greater clarity, and reduces overlap between codes. The following amendments are being proposed.

1. Swimming Pool Standards.

Swimming pool standards are provided in Article 12 Swimming Pools (outside of Zoning code) and the State Building Code. Additionally, on August 27, 2024, Council voted on adopting the International Property Maintenance Code (IPMC) which includes property maintenance of swimming pools. Staff proposes the following changes to Article 12 and Chapter 42 to reduce redundancies:

Eliminate the entire Article 12 Swimming Pools and relocate definitions below to zoning code Section 42-112 Definitions:

- Indoor pool means any swimming pool which is totally contained within a residential structure and surrounded on all sides by walls of the structure.
- Swimming pool and pool mean any area capable of containing water and of being used for swimming, wading or bathing, having a depth of two feet or more at any point and which is not an indoor pool.

Move the following to Zoning Section 42-121(B) and create a new "4":

4. Swimming Pool Location. Swimming pools shall meet the following setbacks:

- a. Front yard setback of the applicable zoning district;
- b. No closer than eight feet from the required rear or side property line; and
- c. No closer than ten feet from any structures as measured from the nearest vertical wall enclosure. (not including support columns with dimensions of less than 12 inches).

2. Miscellaneous Changes.

Duplex, Townhome; Attachment Definition

The zoning code allows single-family homes to be attached (such as 'duplexes' or 'townhomes') in certain zoning districts (i.e. R-1T, RM-1, etc.) and defines what is considered the 'attachment' between the homes to qualify as such. Under Sec 42-112 *Definitions*, there are three defined types of

‘attachment’. Staff proposes eliminating one of the three because it does not result in any shared home or garage wall, which traditionally is how attached housing is built.

Delete the strikethrough sentences below:

Section 42-112 Definitions.

Dwelling unit: A building, or portion thereof, designed for occupancy by one family for residential purposes and having cooking facilities.

(3) *Dwelling, one-family attached*: A one-family dwelling erected side by side to another similar unit as a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof. Units may be attached to each other only by one or more of the following methods:

- a. Through a common party wall which does not have over 80 percent of its area in common with an abutting dwelling wall;
- ~~b. By means of an architectural wall detail which does not form interior room space;~~
- c. Through a common party wall in only the garage portion of an abutting structure.

Planned Development Section 42-371- Definitions.

One-family attached residential dwelling: A dwelling that is attached by means of one or more of the following:

- a. Through a common party wall which does not have over 50 percent of its area in common with an abutting dwelling wall;
- ~~b. By an architectural wall detail which does not form interior room space;~~
- c. Through a common party wall in only the garage portion of an abutting structure. In this case, no other common party wall relationship is permitted, and not more than four units shall be attached in this manner.

Installation of an architectural wall as the ‘attachment’ between homes has been used and built for the Sterling Oaks South Condominium ‘Planned Development’. Any existing approved form of this architectural wall attachment may continue utilizing it.

Live/Work

The zoning code allows ‘Live/Work’ as a land use and is permitted only in certain commercial zoning districts (i.e. OS-1, B-1, etc). Generally, this use consists of two parts: 1) ‘Live’ area designed as a dwelling unit, and 2) ‘Work’ area designed as a commercial area; and a connection between the two. This type of use is rarely used. It has many restrictions and sometimes a lengthy and uncertain permitting process. However, a ‘Live/Work’ use was recently approved for the River Caddis ‘Planned Development’ which is currently under the design permitting phase. In addition to zoning code standards for this use, the State Building Code also provides standards. Staff found the zoning standards conflict with the State Building Code.

To reduce redundancies and provide clarity for future ‘live/work’ proposals, staff propose replacing the zoning code standards under Sec 42-137(C) with the [Building Code Live/Work Units](#) standards as shown below.

Eliminate and replace Sec 42-137(C)(2) with the following:

2. Live/work buildings. The live/work building must meet applicable building and fire code requirements.

Any existing approved Live/Work locations may continue to be used as approved but cannot be changed to a design in conflict with building and fire code requirements.

Ordinance Amendment Process

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

The purpose of the proposed amendments is to reduce redundancies and provide clarity in the code.

Planning Commission Public Hearing

On August 15, 2024, the Planning Commission reviewed and discussed the requested Ordinance Amendment #24/25-1: Ordinance to amend various miscellaneous Zoning Code technical standards. City staff introduced the three proposed amendments to the Zoning Code, consisting of changes to swimming pool standards, definition of attached housing, and Live/Work standards. One public commenter stated support for the ordinance amendment.

After careful consideration, the Planning Commission voted (8-0) to recommend to the City Council approval of the Ordinance Amendment #24/25-1: Ordinance to amend various miscellaneous Zoning Code technical standards.

Recommendation

It is recommended that City Council adopt Zoning Ordinance Amendment #24/25-1: Ordinance to amend various miscellaneous Zoning Code technical standards, subsequent to the Public Hearing.

FUNDING: Not Applicable

Attachments:

1. Ordinance Adopting IPMC 8.27.2024
2. Planning Commission Minutes 8.15.2024
3. Zoning Ordinance Amendment

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE
AND AMENDING CORRESPONDING SECTIONS OF THE CITY CODE**

An Ordinance adopting the 2021 edition of the International Property Maintenance Code, regulating and governing the conditions and maintenance of all property, buildings and structures by providing standards to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use; and the demolition of such existing structures in the City of Portage ; to provide sanctions for violation(s) thereof; and to repeal all Ordinances or parts of Ordinances in conflict herewith.

THE CITY OF PORTAGE ORDAINS:

SECTION 1 Purpose

The purpose of this Ordinance is to adopt a standardized property maintenance code to regulate and govern the conditions and maintenance of structures within the City by providing standards to ensure that structures are safe, sanitary and fit for occupation and use; to provide for the condemnation of unsafe buildings and structures; and to allow for the demolition of unsafe and dangerous structures within the City.

SECTION 2 Adoption of 2021 International Property Maintenance Code

A. Pursuant to Act No. 279 of the Public Acts of Michigan of 1909, as amended, and the City Charter of the City of Portage, the International Property Maintenance Code, as currently in effect under Michigan State Law, published by the International Code Council, Inc.(hereinafter referred to as the "Property Maintenance Code") is hereby found and declared to be an acceptable code and is hereby adopted by reference, as in this article modified for the purpose of protecting the health, safety and welfare in buildings in the city and on the premises hereinafter provided by:

- (1) Establishing minimum maintenance standards for all existing structures, residential and non-residential and on all existing premises for basic equipment and facilities for light, ventilation, space, heating and sanitation, protection from the elements, life safety, for safety from fire; for space, use and location; and for safe and sanitary maintenance of all structures and premises; and
- (2) Fixing the responsibilities of owner, operators and occupants of all structures; and
- (3) providing for administration enforcement and penalties.

B. Identification of Current Code, continuing administration and enforcement of current code and changes to the code(s). A certain document, three (3) copies of which are on file in the office of the City Clerk, being marked and designated as the International Property Maintenance Code, 2021 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Portage, Kalamazoo County, Michigan. All of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City Clerk are hereby referred to, adopted, and made

a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section III this ordinance.

SECTION 3 Amendments to the Adopted Code

The following sections of the adopted code are hereby amended as follows:

Section 101.1 Remove “[Name of jurisdiction]” and insert “City of Portage”.

Section 103.1 Remove “[Name of Department]” and insert “Department of Community Development”.

Section 104.1 Remove the paragraph and replace it with the following: “Fees shall be set in amounts approximating the costs to the City thereof via resolution which shall be adopted by the City Council and may be amended from time to time as the Council deems necessary.”

All of the wording in Section 302.4 is eliminated and replaced with the following sentence:

“302.4 reserved for future expansion. “

Section 304.14. Remove the first instance of the phrase “[DATE]” and replace it with “May 1”. Remove the second instance of the phrase “[DATE]” and replace it with “September 30”.

Section 602.3 remove the first instance of the phrase “[DATE]” and replace it with “October 15”. Remove the second instance of the phrase [DATE] and replace it with “May 15”.

Section 602.4 remove the first instance of the phrase “[DATE]” and replace it with “October 15”. Remove the second instance of the phrase [DATE] and replace it with “May 15”.

Remove Section 109.4 and replace it with the following:

“109.3 Violation and Penalties. Any person, firm, association, partnership, corporation or governmental entity that violates any of the provisions of this Ordinance, shall be deemed to be responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by a civil fine determined in accordance with the following schedule:

	Minimum Fine	Maximum Fine
-1 st Offense	\$ 150.00	\$ 500.00
-2 nd Offense*	\$ 300.00	\$ 500.00
-3 rd Offense*	\$ 425.00	\$ 500.00
-4 th or More Offense* \$	500.00	\$ 500.00

*within 3-year period determined on the basis of the date of commission of the offense(s).

An owner, tenant, occupant, land contract vendor or vendee who causes allows or permits a violation to exist or continue shall be liable as a principal.

Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the City of Portage has incurred in connection with the municipal civil infraction. In no case, however, shall costs of less than \$10.00 or more than \$500 be ordered. In addition, the City shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, compliance order or other appropriate remedy to compel compliance with this ordinance. Each day that a violation of this ordinance exists shall constitute a separate violation of this ordinance.

Any violations of the Property Maintenance Code regarding maintenance of Weeds and Grasses shall be administered pursuant to the following provisions:

Weeds and Grasses Investigation, Abatement and Penalties.

Investigation and control.

- (1) The director shall investigate the introduction and existence of noxious weeds on any developed or vacant property. The director shall seek removal of the noxious weeds located in the areas indicated below as directed by this section under the following circumstances.
 - a. For property in residential or PD district or if the property abuts or is across the street from a residential or PD district where the noxious weeds are located:
 1. In the front yard area of developed property as defined in section 42-112; or
 2. A distance of 30 feet from the front property line of any vacant lot or parcel.
 - b. For property in any district, where the noxious weeds are located 75 feet from the front, side or rear property line of any abutting developed property, excepting the areas in subsection (c)(1)a. of this section.
 - c. For property in any district, where the noxious weeds are located in the area between the curb of a public or private street and the property line, or the edge of pavement when the abutting public or private street is not provided with curb, or a distance of ten feet from the curb or edge of pavement, whichever is greater.

Notice.

The director shall notify, by certified mail with return receipt requested, and by first class mail, the person listed as owner of the land in the records of the office of the assessor, or give personal notice to the owner, agent or occupant of the land on the property, to eradicate such noxious weeds by cutting or such other methods as may be appropriate within not more than ten calendar days. The failure of the director to give such notice shall not, however, constitute a defense against any action to enforce the payment of any penalty provided for or debt created under this section. Only one notice by first class mail per calendar year need be sent by the city for any one address if publication is provided per section 24-114(e) below and the notice shall so state.

Notice by publication.

The city may, (in addition to or instead of the notice provided for in section 24-114(d) above), during the month of March of each year, give notice of the provisions of this section by publishing a notice thereof once a week for two consecutive weeks in a newspaper of general circulation in the city. Such notice by publication shall obviate any requirement on the part of the city to notify the owner, agent or occupant of any developed or vacant property by certified mail or other means

on which noxious weeds are found growing. Such published notice shall state that the noxious weeds not eradicated by May 1 of that year shall be eradicated by the city and that such noxious weeds that continue to exist or reoccur shall be eradicated by appropriate methods by the city as many times as is necessary and that the owner of the property shall be charged with the cost incurred by the city pursuant to this section.

Duty of owner to abate. It shall be the duty of the owner, agent or occupant of property within the city, whether developed or vacant to eradicate all noxious weeds and poisonous or harmful vegetation as often as may be necessary to comply with the provisions of this section and keep the same from perpetuating themselves and becoming a detriment to the public health and appearance of property.

City to eradicate after notice. If the provisions of the Property Maintenance Code regarding maintenance of weeds and grasses have not been fulfilled after the notices required by this section have been sent or published, then an official, inspector or other agent authorized by the city may enter upon such premises as many times as necessary and cause such noxious weeds and other vegetation to be eradicated by cutting or by other appropriate methods and all expenses incurred in such eradication shall be paid by the owner of such premises.

Means of abatement. In the discretion of the officer, inspector or other agent authorized by the city, hand or mechanical means may be used to eradicate noxious weeds and other vegetation as provided in this section, and all due care shall be taken to avoid unnecessary damage to the property.

Owner liability. Owner liability shall be as follows:

- a. From the time of commencement of the cutting or eradication of such noxious weeds and other poisonous vegetation, the city shall have a lien upon the premises until such time as the expense of such eradication has been fully paid.
- b. The owners of property shall be liable for all costs incurred by the city in connection with the eradication. A minimum cost as to be determined by the city council by resolution from time to time for the eradication of such noxious weeds and an administrative fee in an amount to be determined by council for eradication will be included in the total cost.

Collection of costs. Collection of costs shall be accomplished as follows:

- a. For purposes of determining the ownership of property, it shall be presumed in evidence that the person to whom the property is assessed on the city's most recent tax roll is the owner of the property. The billing of costs will be mailed to owners of the premises by regular mail to the address shown on the city's tax rolls. If the charges involved are not paid by the owner within 30 days from the date of billing, payment shall be deemed delinquent.

SECTION 4 Amendments to City Code

The following sections of the City Code are amended and replaced by the adoption of the 2021 International Property Maintenance Code.

Subsection 1: Amendments to Article 5, Chapter 24 Community Quality. That Article 5 of Chapter 24, Community Quality, is hereby amended by deleting sections 24-111, 24-112 and 24-113 (a)(2), (3), (4), (6), (7), (8) and (12) as shown below and replacing these sections with the applicable sections of the 2021 International Property Maintenance Code. Sections 24-114 and

24-115 are retained in the City Code, except for section 24-114(i) Naturalized lawns; land management plans

Sec. 24-111. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In addition to section 1-2 of this Code, the definitions in section 42-112 apply to this article.

Building materials means lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws or any other material used in constructing a structure.

Front yard means that area as defined in chapter 42, article 4 of this Code and shall also include:

- (1) That area extending the full width of premises from the front property line to the curb, or where the abutting public street is not furnished with curb, the front yard area shall extend to the street pavement edge.
- (2) For residential lots and/or parcels having lake frontage and abutting a street, the front yard shall also mean that area between the lake water edge and the main building.

Improved driveway means a private road of ingress and egress with a uniform surface of concrete, asphalt or gravel which leads from a curb cut to a garage, carport or accessory parking space. An improved driveway may include a surfaced turnabout area, a circular driveway or an accessory parking space and shall meet the following criteria:

- (1) It does not exceed an average width of 24 feet from edge to edge in the front yard, except that an average width of 30 feet from edge to edge in the front yard is permitted for lots or parcels of 100 feet in width or more.
- (2) It does not occupy in excess of 50 percent of the area included in the front yard.

Inoperable means a motor vehicle which is not capable of being used or operated as intended for any reason. Personal property required by law to be licensed or registered is considered to be inoperable for the purposes of this article if such license or registration is expired, invalid or not affixed to the property.

Motor vehicle means every vehicle which is self-propelled.

Occupant means a person holding a written or oral lease of, or who occupies the whole or any part of a building or land, alone or with others.

Owner means the owner of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, an assignee of rents, a receiver, an executor, a trustee, a lessee or another person in control of a building or a premises, or the duly authorized agent thereof.

Premises or property means a lot, plot or parcel of land including the buildings and structures thereon. When owned or controlled by the city, premises or property also includes any right-of-way, easement or land dedicated to public use.

Refuse means any junk or trash including parts of machinery and motor vehicles, stoves or other appliances, remnants of wood, brush and brush piles, paper, rags, cartons, boxes or other combustible material, rubber, leather, glass, crockery, metal, or other cast-off material of any kind whether or not the same could be put to any reasonable use. Refuse shall also include garbage and rubbish, both as defined by section 58-31.

(Ord. No. 00-10, § 670.02, 9-5-2000)

Sec. 24-112. Purpose.

It is the purpose and intent of this article to ensure and enhance the quality of life in the city. It is the further purpose of this article to reduce and eliminate characteristics that create blight or potential blight in the city by establishing standards and regulations which address the maintenance of real and personal property, the parking of vehicles on private and public property, the unauthorized improvements within public right-of-way, the outdoor storage of dismantled, partially dismantled or inoperable motor vehicles and the placement of junk, refuse or other items on private and public property and other such factors which diminish community quality within the city.

(Ord. No. 00-10, § 670.01, 9-5-2000)

Sec. 24-113. Property maintenance standards. (Subsection (a) is amended as follows, with the remaining subsections renumbered sequentially).

- (a) *Conditions prohibited on private property.* No person shall maintain or permit to be maintained any of the following conditions on any premises in the city owned, leased, rented or occupied by such person. The existence of any one of the conditions prohibited by this subsection shall be considered a factor detrimental to community quality.
- (1) The storage of building materials, unless there is in force a valid building permit issued by the city for construction upon the premises and such materials are intended for use in connection with such construction which shall be completed within a reasonable time, except for the outdoor storage of such materials, in conjunction with a commercial or industrial use for which a certificate of occupancy has been issued per chapter 42, article 4 of this Code.
 - ~~(2) The storage or accumulation of refuse of any kind on any part of the property, including the front yard, except for the following:~~
 - a. ~~Garbage and rubbish as defined in section 58-31 stored or kept in such a manner as not to create a nuisance or traffic hazard or endanger persons and property may be located on the property, except in the front yard, for a period not to exceed seven days.~~
 - b. ~~An approved or legally existing junkyard, impound lot, or other similar approved use, for which a certificate of occupancy has been issued pursuant to chapter 42, article 4 of this Code shall be exempt from this subsection.~~
 - ~~(3) The existence of a structure or part thereof which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling or useful for any other purpose for which it may have been intended. This subsection applies to a structure or part thereof notwithstanding the existence of a proceeding under chapter 42, article 13 of this Code with regard to the structure or the final disposition thereof.~~
 - ~~(4) The existence of unsanitary or unclean conditions creating a risk of infection, disease or illness in any exterior area of the premises or adjoining property which is under the control of the owner or occupant.~~
 - (5) The accumulation of stagnant water due to improper or nonfunctioning grading and/or drainage of the premises.
 - ~~(6) The infestation of insects, rodents, vermin or other pests in all exterior areas of the premises. The extermination of the infestation is the responsibility of the occupant of the premises except where the infestation exists in the shared, multiple or common use element of the exterior of the premises, extermination is the responsibility of the owner if different from the occupant.~~

- ~~(7) The existence of a vacant and/or abandoned dwelling, garage or other accessory building or structure, unless such building is kept securely locked, the windows thereof are glazed and not broken or neatly boarded up and otherwise protected to prevent entrance.~~
- ~~(8) The existence of a partially completed structure unless such structure is in the course of construction in accordance with a valid building permit issued by the city.~~
- (9) The storage or parking of a motor vehicle, house trailer, portable living quarters, or similar property in the front yard unless same is in an enclosed structure or on improved driveway at least ten feet from the front line and/or lakeside front property line.
- (10) The storage or parking of a motor vehicle, house trailer or portable living quarters in the rear yard of any premises, unless the same is in an enclosed structure or on an improved surface. However, storage or parking of a motor vehicle, house trailer or portable living quarters is permitted in the rear yard on unplatted property of two acres or more, provided that the motor vehicle, house trailer or portable living quarters is located at least 40 feet from all property lines.
- (11) The storage or parking of a dismantled, partially dismantled or inoperable motor vehicle or part thereof, unless kept in a wholly enclosed garage or wholly enclosed structure provided, however, that:
 - a. The owner or occupant of the premises may allow such dismantled, partially dismantled or inoperable motor vehicle to remain on an improved driveway for not longer than 48 hours if such motor vehicle is registered in his name.
 - b. An approved or legally existing junkyard, impound lot, or other approved use for which a certificate of occupancy has been issued per chapter 42, article 4 of this Code shall be exempt from this subsection.
- ~~(12) The existence of a blind or other structure used or to be used in the hunting of waterfowl, unless the blind or structure is removed within 15 days after the close of the season in each year for the hunting of waterfowl.~~
- (13) The existence of any ingress or egress leading from a curb cut to a garage, carport, or accessory parking space which is not in conformance with the definition of improved driveway contained in section 24-111; except that a nonconforming ingress or egress which is in existence at the time this amendatory ordinance takes effect, may remain. However, no modification, including widening, narrowing, repaving, reconstructing, or other similar alteration shall be permitted to such nonconforming ingress and egress unless the conditions of the definition of improved driveway are satisfied.
- ~~(b) Conditions prohibited on public property. No person shall maintain or permit to be maintained any of the following conditions on any public street or other premises owned or controlled by the city. The existence of any one of the conditions prohibited by this section shall be considered a factor detrimental to community quality.~~
 - ~~(1) The parking, for a period exceeding eight hours, of a motor vehicle, recreational vehicle or trailer at any time, if such vehicle is inoperable.~~
 - ~~(2) The parking of a motor vehicle, recreational vehicle or trailer (city owned and/or operated vehicles and/or emergency vehicles excluded) for longer than 48 hours, subject to seasonal parking restrictions as regulated under Michigan Vehicle Code as adopted by the city.~~
 - ~~(3) The parking of a motor vehicle, recreational vehicle or trailer for purposes of repairing the same, unless such repair is of an emergency nature. In such a case, such emergency repair shall be completed within two hours.~~
 - ~~(4) The placement or storage of a motor vehicle part or parts, or the accumulation of refuse of any kind at any time.~~

- (5) — The installation of a permanent improvement which includes but is not limited to, asphalt or concrete pavement, curb, landscape timbers, brick pavers, fencing, basketball posts and/or hoops (or other similar recreation equipment), a gravel or similarly delineated parking area, or other such improvement which requires location on the ground unless otherwise specifically authorized as provided by chapter 66. Planting of trees, shrubs and plants in the public right-of-way as regulated by chapter 66, article 6 of this Code, installation of underground lawn irrigation systems as regulated by chapter 66, article 7 of this Code and residential, business and industrial signage as regulated by chapter 42, article 4, division 6 of this Code shall be exempt from the prohibition of this subsection, if the requirements of the relevant section are satisfied.
- (c) — *Conditions prohibited as nuisances.* The conditions prohibited in sections 24-113(a) and (b) shall constitute a nuisance. These conditions are specifically declared to be acts, omissions or conditions which annoy, injure or endanger the safety, health, comfort or repose of others; offend decency; interfere with or obstruct or render dangerous any public street, sidewalk, stream or right-of-way; render the public insecure in life or property; or interfere with the comfortable enjoyment of life or property or tend to depreciate the value of the property of others. After investigation, if conditions constituting a nuisance are found to exist, the city may proceed as permitted by this section.
- (d) — *Investigation and voluntary removal; notice.* Upon determining that a nuisance exists on a premises, including the extended front yard as defined in section 24-111, the director may provide notice as required in section 24-113(e) to the owner and/or occupants of the premises to remove and eliminate the nuisance. Such notice may be served by first class mail with full postage prepaid thereon to the owner of the property or by posting the notice upon the premises where the nuisance exists in plain view of all persons going upon or passing near such premises. Additional time may be granted by the director where, in the opinion of the director, efforts to remove or eliminate such conditions are in progress and a time schedule has been agreed upon for correction. If, in the director's opinion, the nuisance has not been removed or eliminated and continues as a violation, the director may, after approval by the city manager, institute abatement procedures as set forth in section 24-113(e) below. If, in the director's opinion, the voluntary removal notice would not be practical or produce desired results, the director may, after approval by the city manager, initiate the abatement procedures set forth in section 24-113(e) below without requesting voluntary removal as provided in this subsection. A claim that the notice to abate was not received does not prevent the initiation of the abatement procedures set forth in section 24-113(e).
- (e) — *Abatement procedure.*
- (1) — *Notice.* Upon determining that a nuisance exists on premises including the extended front yard as defined in section 24-111, the director may instruct the city clerk to cause written notice to abate the nuisance to be delivered to the owner/occupant of the premises upon which such nuisance exists. Such notice to abate shall be served personally, or if after diligent and reasonable effort to personally serve the owner or owners of the premises such owner cannot be found, the notice to abate may be served upon an adult occupant of the premises, if any, and by posting upon the premises where the nuisance exists in plain view of all persons going upon or passing near such premises. The notice herein required shall also be delivered by first class mail with full postage prepaid thereon to the owner of the premises.
- (2) — *Ownership of property.* For purposes of determining ownership of property, it shall be presumed in evidence that the person or persons to whom the property is assessed on the most recent tax roll of the city is the owner of the premises.
- (3) — *Content of notice.* All notices to abate or remove a nuisance shall, at minimum, state the nature of the violation, require that the owner alter, repair, tear down, or remove said nuisance within a maximum of ten days after service of the notice and that failure to abate or remove the nuisance may result in the city abating the nuisance and the cost of any abatement being billed to the property owner and upon failure to make payment may constitute a lien against the property and include interest until paid and collected in the same manner as ad valorem property taxes.

- (4) — *City to abate.* If, at the expiration of the time limit in said notice to abate, the owner has failed, neglected or refused to comply with the provisions of this section, the city, or its authorized contractor or other designee is authorized and empowered to enter the property and to abate, eliminate and remove the nuisance.
- (5) — *Emergency abatement.* Notwithstanding any provision herein, whenever, in the opinion of the director, there is imminent danger to the public health and safety due to the existence of a nuisance located in the public portion of a front yard as defined in section 24-111, the director may order the removal, elimination and abatement of said nuisance immediately without notice to the owner.
- (6) — *Cost of abatement; collection; lien.*
- a. — When the city or its authorized contractor or other designee abates or removes a nuisance as provided herein, the total cost of any abatement shall be billed to the owner of the premises. If the charges are not paid within 30 days of the date of billing, payment shall be deemed delinquent. A minimum cost for the abatement and an administrative fee to be determined by the city council by resolution from time to time will be included in the total cost billed to the owner of the premises.
 - b. — In the event of delinquent payment, the cost to abate shall be a debt of the owner to the city and such charges shall be enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the city, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder. The cost to abate shall include the administrative fee.
 - c. — A claim by an owner that the notice to abate, as required by section 24-113(d) or (e), was not received is not a defense to an action brought by the city to collect the cost of abatement, impose penalties or assess the delinquent charges as a lien against the property as authorized by this section as long as notice was sent to the owner of record on the city's most recent tax roll and notice was accomplished by any other means allowed in this section.
- (7) — *Remedies.* The procedures and remedies set forth in this section may be used in the alternative or in conjunction with any other remedy or procedure authorized by law for the abatement of nuisances, or for the collection of delinquent charges. Delinquent charges which remain unpaid 30 days or longer after statement of such costs have been mailed by first class mail to the person or persons in whose name the property appears on city's last tax roll may be collected in any court having jurisdiction over the matter.
- (8) — *Prosecution for violation.* Nothing herein shall prevent the city from prosecuting persons under this section for violation of this section in conjunction with or in lieu of any other remedy provided. The notice required in this section shall not be required for such prosecution.
- (f) — *Refuse containers and city-sponsored pick-up programs.* Notwithstanding other provisions in this section, the accumulation of the materials delineated in those sections may be permitted for not more than 72 hours before the material is scheduled to be removed by a city-sponsored leaf pickup or a city-sponsored cleanup program, so long as the accumulation does not create a traffic hazard or endanger persons and property.

Sec. 24-114. Weeds and grasses.

- (a) — *Definitions.* The following specific definitions apply to this section:
- (1) — *Developed property* means any parcel or lot upon which a structure or structure under construction exists or which has any improvement which was done pursuant to a zoning permit, building permit, conditional use permit, sign permit or any other applicable permit. In addition, any lot in any

subdivision where buildings have been erected on 50 percent or more of the lots of such subdivision shall be defined as developed property.

(2) ~~Eradicate~~ means to get rid of, to wipe out, to destroy entirely by working the natural processes or methodical plan.

(3) ~~Noxious weeds~~ includes:

- a. ~~Canada thistle (*Cirsium arvensa*), common and giant ragweed (*Ambrosia artemisifolia* and *Ambrosial trifida*), other common weeds, grasses and similar vegetation growth which are eight inches or higher; and~~
- b. ~~Poison ivy (*Rhus radicans* or *Toxicodendron radicans*), poison sumac (*Toxicodendron vermix*) or other growth which are poisonous or dangerous to health and safety.~~

(4) ~~Property~~ means any lands, premises, parcel or lot.

(5) ~~Vacant property~~ means all unimproved property not included in the definition of Developed property above.

(b) ~~Growth of noxious weeds.~~

(1) ~~Declared nuisance.~~ The presence of such noxious weeds upon developed and/or vacant properties is hereby deemed to be detrimental to the public health, safety and welfare and shall constitute a public nuisance.

(2) ~~Growth on developed and vacant properties.~~ An owner, agent or occupant, including an occupant under a land contract, rental or leasehold agreement, shall not permit or maintain on any developed or vacant property, any noxious weeds or permit or maintain any accumulation of dead weed, grass or brush. No such owner, agent or occupant shall cause, suffer or permit noxious weeds or other poisonous plants or plants detrimental to health to grow on any developed or vacant property.

(c) ~~Investigation and control.~~

(1) The director shall investigate the introduction and existence of noxious weeds on any developed or vacant property. The director shall seek removal of the noxious weeds located in the areas indicated below as directed by this section under the following circumstances.

a. For property in residential or PD district or if the property abuts or is across the street from a residential or PD district where the noxious weeds are located:

- 1. In the front yard area of developed property as defined in section 42-112; or
- 2. A distance of 30 feet from the front property line of any vacant lot or parcel.

b. For property in any district, where the noxious weeds are located 75 feet from the front, side or rear property line of any abutting developed property, excepting the areas in subsection (c)(1)a. of this section.

c. For property in any district, where the noxious weeds are located in the area between the curb of a public or private street and the property line, or the edge of pavement when the abutting public or private street is not provided with curb, or a distance of ten feet from the curb or edge of pavement, whichever is greater.

(d) ~~Notice.~~ The director shall notify, by certified mail with return receipt requested, and by first class mail, the person listed as owner of the land in the records of the office of the assessor, or give personal notice to the owner, agent or occupant of the land on the property, to eradicate such noxious weeds by cutting or such other methods as may be appropriate within not more than ten calendar days. The failure of the director to give such notice shall not, however, constitute a defense against any action to enforce the payment of any

penalty provided for or debt created under this section. Only one notice by first class mail per calendar year need be sent by the city for any one address if publication is provided per section 24-114(e) below and the notice shall so state.

- (e) *Notice by publication.* The city may, (in addition to or instead of the notice provided for in section 24-114(d) above), during the month of March of each year, give notice of the provisions of this section by publishing a notice thereof once a week for two consecutive weeks in a newspaper of general circulation in the city. Such notice by publication shall obviate any requirement on the part of the city to notify the owner, agent or occupant of any developed or vacant property by certified mail or other means on which noxious weeds are found growing. Such published notice shall state that the noxious weeds not eradicated by May 1 of that year shall be eradicated by the city and that such noxious weeds that continue to exist or reoccur shall be eradicated by appropriate methods by the city as many times as is necessary and that the owner of the property shall be charged with the cost incurred by the city pursuant to this section.
- (f) *Duty of owner to abate.* It shall be the duty of the owner, agent or occupant of property within the city, whether developed or vacant to eradicate all noxious weeds and poisonous or harmful vegetation as often as may be necessary to comply with the provisions of this section and keep the same from perpetuating themselves and becoming a detriment to the public health and appearance of property.
- (g) *Abatement procedures.*
 - (1) *City to eradicate after notice.* If the provisions of this section have not been fulfilled after the notices required by this section have been sent or published, then an official, inspector or other agent authorized by the city may enter upon such premises as many times as necessary and cause such noxious weeds and other vegetation to be eradicated by cutting or by other appropriate methods and all expenses incurred in such eradication shall be paid by the owner of such premises.
 - (2) *Means of abatement.* In the discretion of the officer, inspector or other agent authorized by the city, hand or mechanical means may be used to eradicate noxious weeds and other vegetation as provided in this section, and all due care shall be taken to avoid unnecessary damage to the property.
- (h) *Owner liability.* Owner liability shall be as follows:
 - (1) From the time of commencement of the cutting or eradication of such noxious weeds and other poisonous vegetation, the city shall have a lien upon the premises until such time as the expense of such eradication has been fully paid.
 - (2) The owners of property shall be liable for all costs incurred by the city in connection with the eradication. A minimum cost as to be determined by the city council by resolution from time to time for the eradication of such noxious weeds and an administrative fee in an amount to be determined by council for eradication will be included in the total cost.
 - (3) *Collection of costs.* Collection of costs shall be accomplished as follows:
 - a. For purposes of determining the ownership of property, it shall be presumed in evidence that the person to whom the property is assessed on the city's most recent tax roll is the owner of the property. The billing of costs will be mailed to owners of the premises by regular mail to the address shown on the city's tax rolls. If the charges involved are not paid by the owner within 30 days from the date of billing, payment shall be deemed delinquent.
 - b. In the event of delinquent charges, the city's lien upon such property for such charges shall be enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the city, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.
- (i) *Naturalized lawns; land management plans.* (Subsection (i) is reserved for future use).

- (1) Any owner or operator of land in the city may apply for approval of a land management plan for a natural lawn (one where the grasses exceed eight inches in height) with the department of community development.
 - (2) As used in this subsection, "land management plan" means a written plan relating to management of naturalized area which contains a legal description of the naturalized area upon which the grasses will exceed eight inches in height, a statement of intent and purpose for the naturalized area, a general description of the vegetational types, plants and plant succession involved and the specific management and maintenance techniques to be employed. The management plan must include provisions for cutting, at a length not greater than eight inches, the terrace area, that portion between the sidewalk and the street or a strip not less than four feet adjacent to the street where there is no sidewalk and at least a three-foot strip adjacent to the neighboring property lines unless waived by the abutting property owner on the side so affected.
 - (3) The land management plan may be revoked for failure to comply with the requirements thereof. A notice of intent to revoke a land management plan is appealable to the environmental board. An application for such an appeal shall be submitted within 15 days of the notice of intent.
 - (4) Each application for a land management plan shall be on a form provided by the department of community development. A copy of the application shall be mailed by the applicant or given personally by the applicant to each of the owners of record, as listed in the office of the assessor, of the property situated in whole or in part within 200 feet of the boundaries of the properties affected. The director of community development shall provide the list of the property owners who are to be notified of the application. The applicant shall certify, under oath, on a form to be furnished by the director, that such owners have been duly notified and the manner in which they have been notified. If, within 15 days of receipt of a copy of the application, any of such property owners files written objections to the application with the director, the director shall refer the application to the environmental board for hearing and decision. If no objections to the application are filed, the director shall grant a permit for the land management plan.
 - (5) The owner or operator of land in the city may appeal from a decision of the director refusing to grant a permit for a land management plan. Any such appeal shall be to the environmental board, and the application therefore shall be submitted within 15 days of the notice of denial of the land management plan.
 - (6) The granting of a permit for a land management plan shall give the owner or operator no vested rights in the plan and, should this subsection be notified, repealed or otherwise amended, the owner or operator shall forthwith comply with this subsection, as so modified, repealed or amended.
- (j) The remedies provided for herein are not exclusive and civil action, or any other enforcement action allowed by law may also be brought immediately upon violation of this section.

(Ord. No. 00-10, § 670.04, 9-5-2000; Ord. No. 04-05, 2-22-2005)

Sec. 24-115. Accumulations on streets and sidewalks.

- (a) *Dumping.* No person shall deposit, place, leave or dump leaves, hay, grass, straw, weeds, branches, holiday tree or other plant material decorations or other similar materials on any street, sidewalk, easement or alley.
- (b) *Removal.* If leaves, hay, grass, straw, weeds, branches, holiday tree or other plant material decorations or other similar materials have accumulated on any street, sidewalk, easement or alley for whatever reason, such materials shall be promptly removed by the owner or occupant of any property abutting the street, sidewalk, easement or alley upon which the same may be found.
- (c) *Exception.* Notwithstanding subsections (a) and (b) hereof, the accumulation of the materials delineated in this section may be permitted for not more than 72 hours before the material is scheduled to be removed by

a city-sponsored leaf pickup program, so long as the accumulation does not create a traffic hazard or endanger persons and property.

Subsection 2: Amendments to Article 12, Chapter 42, Land Development Regulations

That Article 12 of Chapter 42, Land Development Regulations, is hereby amended by deleting Sections 42-1311, 42-1312, 42-1313, 42-1314, 42-1315, 42-1316, 42-1317 and 42-1318 and replacing these sections with the applicable Section of the 2021 International Property Maintenance Code.

~~Sec. 42-1311. Definitions.~~

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

~~*Accessory use* shall be defined as in section 42-85.~~

~~*Barrier* means a fence, wall, building wall, approved gate or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.~~

~~*Indoor pool* means any swimming pool which is totally contained within a residential structure and surrounded on all sides by walls of the structure.~~

~~*Main building* shall be defined as in section 42-85.~~

~~*Porch* shall be defined as in section 42-85.~~

~~*Private* means not public or semipublic as provided in swimming pool regulations established by the state department of public health.~~

~~*Separation fence* means a barrier which separates all doors of a dwelling unit with direct access to a swimming pool from the swimming pool.~~

~~*Structure* shall be defined as in section 42-85.~~

~~*Swimming pool* and *pool* mean any area capable of containing water and of being used for swimming, wading or bathing, having a depth of two feet or more at any point and which is not an indoor pool.~~

(Ord. No. 99-07, § 1470.01, 4-6-1999)

Cross reference(s)—Definitions generally, § 1-2.

~~Sec. 42-1312. Applicability of article.~~

(a)—This article applies to all pools, except that where state regulations are more restrictive, such regulations shall apply.

(b)—This article does not apply to any indoor pool.

(c)—Spas, hot tubs, jacuzzis and whirlpools are not regulated by this article if they remain completely covered and locked with a key or combination type lock while not in use. If not so covered and locked, they shall comply with all requirements for swimming pools in this article.

(Ord. No. 99-07, § 1470.02, 4-6-1999)

Sec. 42-1313. Responsibility for enforcement; right of entry.

- (a) ~~The department of community development shall enforce the provisions of this article relative to health, safety and sanitation.~~
- (b) ~~The department of community development and police department shall assist and consult each other in the enforcement of this article.~~
- (c) ~~All enforcing departments, by their authorized agents, shall have the right to enter upon premises where any swimming pool is located within the city, at any reasonable hour, for the purpose of inspecting the pool and surrounding area for compliance with this article.~~

(Ord. No. 99-07, § 1470.08, 4-6-1999)

Sec. 42-1314. Permit.

No person shall construct, operate, maintain or use a swimming pool without first obtaining a permit therefor from the department of community development in accordance with this article. An application for such a permit shall be accompanied by a complete and detailed set of plans and specifications for the swimming pool, including the plot plan, pool dimensions, the location and type of waste disposal system, structural calculations and details, and fence and gate details, as deemed necessary by the department of community development. Before any such permit is issued, such plans and specifications shall be approved by the department of community development. Before a swimming pool is used, a final inspection shall be made and approval obtained from the department of community development. The associated fees for the construction of a swimming pool shall be established by resolution of the city council.

(Ord. No. 99-07, § 1470.03, 4-6-1999)

Sec. 42-1315. Location; construction standards.

- (a) ~~Location.~~ Swimming pools shall meet the following standards:
 - (1) ~~Swimming pools must meet all requirements of section 42-121 except as provided in subsections (a)(2) and (a)(3) of this section.~~
 - (2) ~~Swimming pools must fulfill the property line setback requirements established in the applicable zoning district, except that swimming pools may be situated within a required rear or side yard not closer than eight feet to any side or rear property line.~~
 - (3) ~~Swimming pools may be constructed immediately adjacent to a porch or covered deck/patio as long as the water's edge is at least ten feet from the main building or any detached accessory building vertical wall enclosure (not including support columns with dimensions of less than 12 inches).~~
- (b) ~~Electrical wiring.~~ All electrical wiring used on, in or about the premises upon which the pool is located shall conform in all respects to the electrical code of the city (article 8, division 3 of this chapter).
- (c) ~~Drainage plan.~~ Drainage plans for a pool shall be submitted to the department of community development for approval before a permit is issued.
- (d) ~~Filter system.~~ Pool construction shall be such that all scum, splash and deck water shall not return to the pool except through a filter system.

(Ord. No. 99-07, § 1470.04, 4-6-1999)

Sec. 42-1316. Water supply.

- (a) Swimming pools shall be provided with a potable water supply. The water supply line to the pool shall be protected against backflow of water by means of a fixed air gap of six inches or more above the highest possible water level, or by an approved vacuum breaker or other approved backflow prevention device installed in an approved manner. All filter pipe shall be located so as to prevent hazards to bathers.
 - (b) Swimming pools shall have adequate recirculation and filtration of pool water, subject to the department of community development's review.
- (Ord. No. 99-07, § 1470.05, 4-6-1999)

Sec. 42-1317. Fences and gates.

- (a) A swimming pool shall be provided with a barrier that shall be installed, inspected and approved prior to plastering or filling with water. The barrier shall comply with the following:
 - (1) The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be two inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier may be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be four inches.
 - (2) Openings in the barrier shall not allow passage of a four-inch diameter sphere.
 - (3) Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
 - (4) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1¾ inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.
 - (5) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members shall not exceed four inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.
 - (6) Maximum mesh size for chainlink fences shall be a 2¼-inch square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1¾ inches.
 - (7) Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches.
 - (8) Access gates shall comply with the requirements of this section and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outwards, away from the pool, and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches from the bottom of the gate, the release mechanism shall be located on the pool side of the gate at least three inches below the top of the gate, and the gate and barrier shall have no openings greater than one-half inch within 18 inches of the release mechanism.
 - (9) Where a wall of a building serves as part of the barrier, one of the following shall apply:

- a. All doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and its screen are opened. The alarm shall sound continuously for a minimum of 30 seconds immediately after the door is opened and be capable of being heard throughout the house or other structure during normal household activities. The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. The deactivation shall last no more than 15 seconds. The deactivation switch shall be located at least 54 inches above the threshold of the door;
 - b. The pool shall be equipped with a power safety cover which complies with ASTM F 1346; or
 - c. Other means of protection, such as self-closing doors with self-latching devices located a minimum of 54 inches above the floor, which are approved by the administrative authority shall be accepted so long as the degree of protection afforded is not less than the protection afforded by items listed in subsections (a)(9)a and (a)(9)b of this section.
- (10) Where an aboveground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier which meets the requirements of this section. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a four-inch-diameter sphere.
- (11) Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.
- (12) At such time as an existing fence or gate which does not comply with the requirements of this section requires replacement, the requirements of this section shall be met.
- (b) For the purpose of determining suitable alternate types of fences, backflow prevention devices and other requirements of this section, the construction board of appeals is hereby granted the authority to make such rulings.
- (Ord. No. 99-07, § 1470.06, 4-6-1999)

Sec. 42-1318. Maintenance and operation.

- (a) *Generally.* All the equipment, construction and apparatus referred to in this article shall be maintained, operated and used as intended, in a safe and sanitary manner.
- (b) *Lighting.* All lighting shall be so shielded, arranged and operated as to prevent annoyance to neighboring premises.
- (c) *Sanitation.* The pool, its environs and its operation shall be clean and sanitary at all times, and the pool shall be kept free of floating material, sediment, scum and debris.
- (d) *Disinfection of water.* Disinfecting agents shall be applied to the pool water in such a manner as to provide adequate germicidal or bacterial protection. A standard of 0.3 to 1.0 parts per million chlorine residual is considered acceptable. The pH (alkalinity and acidity) of the pool shall be maintained between 7.0 and 8.0. Adequate testing devices shall be provided.

Subsection 3: Amendments to Article 13, Chapter 42, Land Development Regulations

That Article 13 of Chapter 42, Land Development Regulations, is hereby amended by deleting

sections 42-1341, 42-1342, 42-1343, 42-1344, 42-1345, 42-1346, 42-1347, 42-1348, 42-1349, 42-1350, 42-1351, 42-1352 and 42-1353 and replacing these sections with the applicable sections of the 2021 International Property Maintenance Code.

~~Sec. 42-1341. General.~~

~~When a structure is found by the director of community development to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this Code.~~

~~(Ord. No. 11-04, § 1, 12-7-2004)~~

State law reference(s)—Dangerous buildings, MCL 125.538 et seq., MSA 5.2891(18) et seq.

~~Sec. 42-1342. Unsafe structures.~~

~~An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, because such structure is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible, or that is defined as unsafe or dangerous in section 139 of Public Act No. 167 of 1917 (MCL 125.539, MSA 5.2891(19)).~~

~~(Ord. No. 11-04, § 1, 12-7-2004)~~

~~Sec. 42-1343. Structure unfit for human occupancy.~~

~~A structure is unfit for human occupancy whenever the director of community development finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lack maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by the Portage Code of Ordinances, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.~~

~~(Ord. No. 11-04, § 1, 12-7-2004)~~

~~Sec. 42-1344. Unlawful structure.~~

~~An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.~~

~~(Ord. No. 11-07, § 1, 12-7-2004)~~

~~Sec. 42-1345. Notice.~~

~~Whenever the director of community development has determined that a structure is unsafe, unfit, or unlawful, under the provisions of this article, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner and any occupant of such structure listed in the tax rolls at the assessment office. The notice shall:~~

- ~~(1) Include a description of the real estate sufficient for identification. This may be a street number or other description.~~
- ~~(2) Include a description of the defects, conditions and/or violations of the provisions of this article or any rule or regulation adopted pursuant thereto.~~

- (3) ~~Be directed to the owner, and any occupant, of the premises list in the tax rolls at the assessor's office.~~
- (4) ~~Be in writing and be served upon the person to whom it is directed personally or, in lieu of personal service, may be mailed by certified mail, return receipt requested, addressed to such person at the address shown on the tax record in the assessor's office and to a person occupying the premises. Alternatively, if the notice is returned showing that the notice was not delivered, the notice shall be posted in a conspicuous place in or about the structure affected by the notice.~~
- (5) ~~With the exception of "Closing of vacant structures" pursuant to section 42-1350, and "Emergency measures" pursuant to section 42-1351, state that if the premises have not been made habitable within 30 days from the date of mailing such notice, further legal proceedings will be commenced.~~

~~{Ord. No. 11-04, § 1, 12-7-2004}~~

~~Sec. 42-1346. Placarding.~~

~~Upon failure of the owner or person responsible to comply with the notice provisions within the time given, or in accordance with the provisions of sections 42-1350 and 42-1351, the director of community development shall post on the premises a placard reading substantially as follows:~~

~~UNSAFE
DO NOT ENTER~~

~~It is a misdemeanor to occupy this premises or structure
\$500.00 fine for removing or defacing this notice
Department of Community Development
City of Portage~~

~~{Ord. No. 11-04, § 1, 12-7-2004}~~

~~Sec. 42-1347. Placard removal.~~

~~The director of community development shall remove the unsafe placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes an unsafe placard without the approval of the director of community development shall be guilty of a misdemeanor.~~

~~{Ord. No. 11-04, § 1, 12-7-2004}~~

~~Sec. 42-1348. Prohibited occupancy.~~

~~Any person who shall occupy a placarded premises and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises shall be guilty of a misdemeanor.~~

~~{Ord. No. 11-04, § 1, 12-7-2004}~~

~~Sec. 42-1349. Transfer of ownership.~~

~~It shall be unlawful for the owner of any dwelling unit or structure who has received or upon whom has been served a notice pursuant to this article, to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the notice have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation~~

issued by the director of community development a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt without condition for making the corrections or repairs required by such compliance order or notice of violation.

(Ord. No. 11-04, § 1, 12-7-2004)

Sec. 42-1350. Closing of vacant structures.

If a structure the director of community development determines is unsafe, unfit for human occupancy, or unlawful, is vacant, and is not in danger of structural collapse, the director of community development is authorized to post an unsafe placard on the premises, as provided in section 42-1346, order the structure closed up so as not to be an attractive nuisance, and post and serve a notice as provided in section 42-1345. Upon failure of the owner to close up the premises within the time specified in the correction notice, the director of community development shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected in the same manner in all respects as provided by law for the collection of taxes or any other legal means by law.

(Ord. No. 11-04, § 1, 12-7-2004)

Sec. 42-1351. Emergency measures.

- (a) *Imminent danger.* When, in the opinion of the director of community development, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, the director of community development is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The director of community development shall cause to be posted at each entrance to such structure an unsafe placard as provided in section 42-1346. It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.
- (b) *Temporary safeguards.* Notwithstanding other provisions of this Code, whenever, in the opinion of the director of community development, there is imminent danger due to an unsafe condition, the director of community development shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted, and shall cause such other action to be taken as the director of community development deems necessary to meet such emergency.
- (c) *Emergency repairs.* For the purposes of this section, the director of community development shall employ the necessary labor and materials to perform the required work as expeditiously as possible.
- (d) *Costs of emergency repairs.* Costs incurred in the performance of emergency work shall be paid by the city. The legal counsel of the city may institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.
- (e) *Hearing.* Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the construction board of appeals, be afforded a hearing as described in this article.

(Ord. No. 11-04, § 1, 12-7-2004)

Sec. 42-1352. Hearings.

Upon expiration of the 30-day period referred to in section 42-1345(5), or in the case of the closing of vacant structures pursuant to section 42-1350, and emergency measures pursuant to section 42-1351, if the premises have not been made habitable or safe in accordance with the description of the defects, conditions and/or violations of the provisions of this article, the director of community development shall give notice to the owner, and any occupant, of the premises listed in the tax rolls at the assessor's office. Such notice shall:

- (1) Include a description of a real estate sufficient for identification. This may be a street number or other description.
- (2) Include a description of the defects, conditions and/or violations of the provisions of this article or any rule or regulation adopted pursuant thereto.
- (3) Be directed to the owner, and any occupant, of the premises.
- (4) Specify the time and place of a hearing on the condition of the premises at which time and place the person to whom the notice is directed shall have the opportunity to show cause why the premises should not be ordered demolished or otherwise made safe.
- (5) Be in writing and be served upon the person to whom it is directed personally, or, in lieu of personal service, may be mailed by certified mail, return receipt requested, addressed to such owner or other party at the address shown on the tax records at least 15 days before the date of the hearing described in the notice. If a person to whom a notice is directed is not personally served, in addition to mailing a notice, a copy thereof shall be posted upon a conspicuous part of the premises.
- (6) Be filed with the construction board of appeals.
- (7) State that the owner, and any occupant, of the premises shall have the right at the hearing to cross examine witnesses who testify against the owner's and/or occupant's interests and the right to produce witnesses on his own behalf, including the use of pictures, videotapes or other recording devices.
- (8) State that any decision made by the construction board of appeals may be appealed to the council for review and, after review by the council, may be appealed to the circuit court within 20 days after the decision of the council.

(Ord. No. 11-04, § 1, 12-7-2004)

Sec. 42-1353. Hearing procedure; orders; appeals.

At any hearing held pursuant to the provisions of this article:

- (1) The construction board of appeals shall take the testimony of the director of community development, or other qualified city official, the owner of the premises and any interested parties pursuant to this article. The use of pictures, videotapes or other recording devices shall be allowed into evidence at the hearing. Not more than five days after completion of the hearing, the board shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained.
- (2) If the board determines that the building or structure should be demolished, otherwise made safe, or properly maintained, the board shall enter an order that specifies what action the owner or occupant shall comply with the order. A copy of the order shall be served upon the person to whom it is directed personally or, in lieu of personal service, may be mailed by certified mail, addressed to such person at the address shown on the tax records in the assessor's office and to a person occupying the premises. Alternatively, if the notice shall be posted in a conspicuous place in or about the structure affected by the notice.

- (3) — If the owner, agent or occupant fails to appear or neglects or refuses to comply with the order, the board shall file a report of its findings and a copy of such order with the city clerk for referral to the council and request that the council authorize the director of community development to take the necessary action to demolish the building or structure, maintain the building or structure, or otherwise make the building or structure safe.
- (4) — The owner, agent, or occupant may appeal the decision of the board by requesting, within ten days after the board's decision, a hearing before the council. When an appeal is filed, the council shall fix a date for the hearing, reviewing the findings and order of the board, and shall give notice to the owner, agent or occupant, in the manner prescribed in this article, of the time and place of the hearing. At the hearing, the owner or occupant shall be given the opportunity to show cause why the building or structure should not be demolished, maintained, or otherwise made safe and the council shall either approve, disapprove or modify the order for demolition, maintaining or making safe of the building or structure.
- (5) — The owner or occupant in whose name the property appears upon the tax rolls shall be notified of the amount of the cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure by first class mail at the address shown on the records. If the owner or occupant fails to pay the cost within 30 days after mailing of the notice of the amount of the cost, the city shall have a lien for the cost incurred by the city to bring the property into compliance with this article. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. The assessor shall add the costs to the next tax roll of the city and such amount shall be collected in the same manner in all respects as provided by law for the collection of taxes. Alternatively, the city may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. A city, village, or township shall have a lien on the property for the amount of the judgment obtained in such action.

Subsection 4: Amendments to Article 14, Chapter 42, Land Development Regulations

That Article 14 of Chapter 42, Land Development Regulations, is hereby amended by deleting sections 42-1371 through 42-1429 and replacing these sections with the applicable sections of the 2021 International Property Maintenance Code.

Sec. 42-1371. Definitions.

Definitions applicable to the building code apply to this article. In addition, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved means, as applied to a material, device or method of construction, approved by the director of community development under this chapter or approved by another authority designated by law to give approval in the matter in question.

Building code means such legislation as may be enacted for the regulation of construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures.

Cellar means that portion of a building which is partly or completely below grade and which has at least one-half of its height below grade.

(Ord. No. 00-11, § 1480.02, 9-5-2000)

Sec. 42-1372. Purpose.

The purpose of this article is to protect the public health, safety and welfare of the citizenry and the quality of life in the community regarding buildings and on premises by establishing minimum standards for basic equipment and facilities; for light and ventilation; for heating and cooling; for safety from fire; for the safe use of space to prevent overcrowding; for safe and sanitary maintenance; for fixing the responsibilities of owners, operators and occupants of all structures; for other conditions which may be deemed to constitute a menace to the safety, health or welfare of occupants of such structures or premises; and for administration, enforcement and penalties.

(Ord. No. 00-11, § 1480.01, 9-5-2000)

Sec. 42-1373. Compliance and interpretation.

- (a) — Every portion of a building or premises used or intended to be used shall comply with this article, irrespective of when such building has been constructed, altered or repaired, except as otherwise provided in this article.
- (b) — Any alteration to a building, or a change of use therein, which may be caused directly or indirectly by the enforcement of this article shall be done in accordance with applicable sections of the building code.
- (c) — Nothing in this article shall permit the establishment or conversion of a structure or premises, or the continuation of a nonconforming use, in any district as regulated in article 4 of this chapter.
- (d) — This article establishes minimum requirements for the initial and continued occupancy of all buildings and structures and does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment or facilities except as provided in this section.

(Ord. No. 00-11, § 1480.03(a) — (c), (e), 9-5-2000)

Secs. 42-1374—42-1390. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT¹

Sec. 42-1391. Generally.

The director of community development, or designee, shall enforce this article as provided in this section. The director may make or cause to be made inspections to determine the conditions of all structures and premises in order to safeguard the safety, health and welfare of the public under this article and may enter any structure or premises at any reasonable time for the purpose of performing his duties under this article. The owner, occupant or operator of a structure or premises, or the person in charge thereof, shall give the director free access thereto, and to all parts thereof and to the premises on which it is located, at all reasonable times for the purpose of such an inspection.

(Ord. No. 00-11, § 1480.04, 9-5-2000)

Sec. 42-1392. Appeals.

- (a) — An owner or person who is aggrieved with the ruling or decision of the enforcement officer in any matter relative to the interpretation or enforcement of any of the provisions of this article may appeal the decision

¹Cross reference(s)—Administration, ch. 2.

or interpretation. Such appeal must be filed with the appropriate authority, in writing, within ten days of the date of the rendition of the ruling or decision.

- (b) — The appeal shall be decided by the construction board of appeals, which shall have the duty, responsibility and authority over matters referred to it.

(Ord. No. 00-11, § 1480.05, 9-5-2000)

Sec. 42-1393. Violations.

- (a) — *Notice.* Whenever the director of community development determines that there has been, or that there are reasonable grounds to believe that there has been, a violation of any of the provisions of this article, he shall give notice of such violation or alleged violation to the person responsible therefor. Such notice shall:

- (1) — Be in writing;
- (2) — Include a description of the real estate sufficient for identification;
- (3) — Specify the violation which exists and the remedial action required; and
- (4) — Allow a reasonable time for the performance of any act the notice requires.

- (b) — *Service of notice.* A notice of violation shall be served upon the owner of record, provided that such notice is deemed to be properly served upon such owner:

- (1) — Be delivering a copy thereof to him personally;
- (2) — If the owner is not found, by leaving a copy of the notice at his usual place of abode with a person of suitable age and discretion who shall be informed of the contents thereof;
- (3) — By sending a copy thereof by mail to his last known address; or
- (4) — If the letter with the copy is returned showing it has not been delivered to him, by posting a copy thereof in a conspicuous place in or about the structure affected by the notice.

- (c) — *Prosecution of violation.* In case any violation order is not promptly fulfilled, the director of community development may initiate enforcement action, including the issuance of a civil infraction ticket or such other action against the person responsible for the violation, ordering him to:

- (1) — Restrain, correct or remove the violation or refrain from any further execution of work;
- (2) — Restrain or correct the erection, installation or alteration of such building;
- (3) — Remove the work in violation;
- (4) — Prevent the occupation or use of the building, structure or part thereof erected, constructed, installed or altered in violation of, or not in compliance with, any of the provisions of this article, or in violation of a plan or specification under which an approval, permit or certificate was issued; or
- (5) — Comply with the penalty for violation of this article.

(Ord. No. 00-11, § 1480.15, 9-5-2000)

~~Reserved.~~**DIVISION 3. STANDARDS**

Sec. 42-1421. Roominghouses.

Notwithstanding any other provisions of this article, the following requirements apply to roominghouses:

- (1) ~~Water closet, lavatory and bath facilities.~~ At least one water closet, lavatory basin and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four rooms in a roominghouse wherever such facilities are shared. All such facilities shall be located in the residence building served, shall be directly accessible from a common hall or passageway and shall be not more than one story removed from any of the persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.
- (2) ~~Minimum floor area for sleeping purposes.~~ Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.
- (3) ~~Bed linen and towels.~~ The operator of a roominghouse shall supply bed linen and towels therein at least once each week and prior to the letting of a room to another occupant. The operator is responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- (4) ~~Window coverings.~~ Every window of a rooming unit shall be supplied with shades, draw drapes or other devices or material which, when properly used, will afford privacy to the occupant of the rooming unit.
- (5) ~~Sanitary conditions.~~ The operator of a roominghouse is responsible for the sanitary maintenance of all walls, floors, ceilings and every other part of the roominghouse and is responsible, further, for the sanitary maintenance of the entire premises where the entire structure or building within which the roominghouse is contained is leased or occupied by the operator.
- (6) ~~Sanitary facilities.~~ Every water closet, flush urinal, lavatory basin and bathtub or shower required in subsection (1) of this section shall be located within the roominghouse and within a room which:
 - a. — Affords privacy and is separate from the habitable rooms; and
 - b. — Is accessible from a common hall and without going outside the rooming house or through any other room therein.

(Ord. No. 00-11, § 1480.14, 9-5-2000)

Sec. 42-1422. Exterior structure and property.

- (a) ~~Foundations, walls and roof.~~ Every foundation, exterior wall, roof or other exterior surface shall be maintained in a workmanlike state of maintenance and repair and shall be kept in such condition as to exclude rodents.
- (b) ~~Foundations.~~ The foundation elements shall adequately support the building at all points.
- (c) ~~Exterior walls.~~ Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit rain or dampness to the interior portions of the walls or to the occupied spaces. All exterior surface material must be painted in accordance with acceptable standards, and all siding material must be kept in repair.

- (d) — *Roofs.* The roof shall be structurally sound, tight and have no defects which might admit rain, and roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portions of the building.
- (e) — *Stairs, porches and railings.* Stairs and other exit facilities shall be adequate for safety as provided in the building code and shall comply with the following:
- (1) — *Structural safety.* Every outside stair, porch and appurtenance attached thereto shall be so constructed as to be safe to use and capable of supporting the loads to which it is subjected shall be kept in sound condition and good repair.
 - (2) — *Handrails.* Where the director deems it necessary for safety, every flight of stairs which is more than two risers high shall have handrails so located as required by the building code, and every porch which is more than two risers high shall have handrails so located and of such design as required by such code. Every handrail and balustrade shall be firmly fastened and maintained in good condition.
- (f) — *Windows, doors and hatchways.* Every window, exterior door and basement hatchway shall be substantially tight and shall be kept in sound condition and repair as follows:
- (1) — *Glazing of windows.* Every window sash shall be fully supplied with glass window panes or an approved substitute which are without open cracks or holes.
 - (2) — *Tightness of windows.* Every window sash shall be in good condition and fit reasonably tight with its frame.
 - (3) — *Free movement of windows.* Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware.
 - (4) — *Door hardware.* Every exterior door, door hinge and door latch shall be maintained in good condition.
 - (5) — *Fit of doors in frames.* Every exterior door, when closed, shall fit reasonably well within its frame.
 - (6) — *Fit of window and door frames in walls.* Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or structure.
 - (7) — *Basement hatchways.* Every basement hatchway shall be constructed and maintained so as to prevent the entrance of rodents, rain and surface drainage water into the dwelling or structure.
- (g) — *Exit doors.* Every door available as an exit shall be capable of being opened from the inside easily and without the use of a key.
- (h) — *Screening.* Guards and screens shall be supplied for protection against rodents and insects in accordance with the following requirements:
- (1) — *Guards for basement windows.* Each basement or cellar window which is openable shall be supplied with corrosion-resistive rodent proof shields of not less than No. 22 galvanized sheet gage (0.034 inch) perforated steel sheets, No. 20 B & S gage sheet aluminum, or No. 16 steel wire gage (0.063 inch) expanded metal or wire mesh screens, with not more than one-half inch mesh openings, or with other material affording equivalent protection against the entry of rodents, including storm windows.
 - (2) — *Insect screens.* From June 1 to October 15 of each year, every door and every window or other outside opening used for ventilation purposes, shall be supplied with approved screening, and every swinging screen door shall have a self-closing device in good working condition, except that such screens are not required for a dwelling unit on a floor above the fifth floor.
- (i) — *Exterior property areas.* Exterior property areas shall be maintained in a manner consistent with chapter 24 of this Code.

Sec. 42-1423. Interior structure.

- (a) *Dampness.* In every building, cellars, basements and crawl spaces shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure as required by the building code.
- (b) *Structural members.* The supporting structural members of every building shall be maintained structurally sound, showing no evidence of deterioration which would render them incapable of carrying the imposed loads in accordance with the building code.
- (c) *Interior stairs and railings.* Stairs shall be provided in every structure as required by the building code and as follows:
 - (1) *General maintenance.* All interior stairs of a structure shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every inside stair shall be so constructed and maintained as to be safe to use and capable of supporting a load as required by the building code.
 - (2) *Handrails.* Every stairwell and flight of stairs, which is more than two risers high, shall have handrails or railings located in accordance with the building code. Every handrail or railing shall be firmly fastened and maintained in good condition. Properly balustrated railings, capable of bearing normally imposed loads as required by the building code, shall be placed on the open portions of stairs, balconies, landings and stairwells.
- (d) *Bathroom and kitchen floors.* Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- (e) *Sanitation.* The interior of every dwelling and structure shall be maintained in a clean and sanitary condition, free from any accumulation of rubbish or garbage. Rubbish, garbage and other refuse shall be properly kept inside temporary storage facilities as required under section 42-1424(d), (e).
- (f) *Insects and rodents.* Buildings shall be kept free from insect and rodent infestation, and where insects or rodents are found, they shall be promptly exterminated by acceptable processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation. Such extermination shall be pursuant to the following:
 - (1) *Extermination from buildings.* The owner of a dwelling is responsible for the extermination of insects, rodents, vermin or other pests whenever infestation exists in two or more of the dwelling units therein or in a shared or public part of the structure.
 - (2) *Extermination from dwelling units.* The occupant of a dwelling unit is responsible for such extermination within the unit occupied by him whenever his dwelling unit is the only unit in the building that is infested.
 - (3) *Responsibility of owner.* Notwithstanding subsections (f)(1) and (f)(2) of this section, whenever infestation of insects, rodents, vermin or other pests is caused by failure of the owner to maintain a dwelling in a vermin proof condition, extermination is the responsibility of the owner.
- (g) *Interior walls, ceilings and floors.* All interior walls, ceilings and floors shall be structurally sound in good repair, free from defects, clean and painted and decorated.

Sec. 42-1424. Facilities required.

- (a) *Sanitary facilities.* The following minimum sanitary facilities shall be supplied and maintained in a sanitary, safe working condition:
- (1) *Water closets.* Every dwelling unit shall contain within its walls a room, separate from the habitable rooms, which afford privacy and which is equipped with a water closet.
 - (2) *Lavatories.* Every dwelling unit shall contain a lavatory which, when a water closet is required, shall be in the same room with such water closet.
 - (3) *Bathtubs and showers.* Every dwelling unit shall contain a room which affords privacy to a person in such room and which is equipped with a bathtub or shower.
 - (4) *Kitchen sinks.* Every dwelling unit shall contain a kitchen sink, apart from the lavatory required under subsection (a)(2) of this section.
- (b) *Water and sewerage systems.* Every kitchen sink, lavatory basin, bathtub or shower and water closet required under subsection (a) of this section shall be properly connected to either a public water and sewerage system or to an approved private water and sewerage system. All sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water. Every dwelling unit shall be supplied with water heating facilities which are installed in an approved manner, properly maintained and properly connected with hot water lines to the fixtures required to be supplied with hot water under this subsection. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower and laundry facility or other similar unit, at a temperature of not less than 120 degrees Fahrenheit at any time needed.
- (c) *Heating.* Every dwelling shall have heating facilities, and the owner of the heating facilities shall be required to see that they are properly installed, safely maintained and in good working condition and are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein, to a temperature of at least an average of 70 degrees Fahrenheit with an outside temperature of ten degrees below zero. The owner shall maintain a minimum average room temperature of 70 degrees Fahrenheit in all habitable rooms, including bathrooms and toilet rooms when rented, at all times on the basis of an outside temperature of ten degrees below zero. Such room temperatures shall be existent at a level of three feet above the floor level and three or more feet from an exterior wall. Every heating or water heating facility and incinerator shall be installed and operated in accordance with the building code and the air pollution control ordinance of the city.
- (d) *Rubbish storage.* Every dwelling or dwelling unit shall be supplied with approved containers and covers for the storage of rubbish, and the owner, operator or agent in control of such dwelling is responsible for the removal of such rubbish.
- (e) *Garbage storage or disposal.* Every dwelling or dwelling unit shall be supplied with an approved garbage disposal facility, which may be any adequate mechanical garbage disposal unit (mechanical sink grinder) in each dwelling unit; an incinerator unit, to be approved by the director of community development, in the structure for the use of the occupants of each dwelling unit; or approved outside garbage cans.

(Ord. No. 00-11, § 1480.08, 9-5-2000)

Sec. 42-1425. Installation and maintenance of facilities.

- (a) *Facilities and equipment.* All required equipment and all building space and parts in every building or structure shall be constructed and maintained so as to properly and safely perform their intended functions in accordance with the building code. All building facilities shall be maintained in a clean and sanitary condition by the occupant so as not to breed insects and rodents or produce dangerous or offensive gases or odors.

- (b) ~~*Plumbing fixtures.*~~ In buildings and structures, water lines, plumbing fixtures, vents and drains shall be properly installed, connected and maintained in working order and shall be kept free from obstructions, leaks and defects and capable of performing the functions for which they are designed. All repairs and installations shall be made in accordance with the building code and the plumbing code.
- (c) ~~*Plumbing systems.*~~ In buildings and structures, every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards. All repairs and installations shall be made in accordance with the building code and the plumbing code.
- (d) ~~*Heating equipment.*~~ Every space heating, cooking and water heating device located in a building or structure shall be properly installed, connected and maintained and shall be capable of performing the function for which it was designed in accordance with the building and mechanical codes.
- (e) ~~*Electrical outlets and fixtures.*~~ Every electrical outlet or fixture, as required in section 42-1425(b), shall be installed, maintained and connected to the source of electric power in accordance with the building code and the electrical code of the city. When the director finds that the electrical system in a building constitutes a hazard to the occupants of the building by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, he shall require the defects to be corrected to eliminate the hazard.

(Ord. No. 00-11, § 1480.09, 9-5-2000)

Sec. 42-1426. Construction and space requirements; room layout.

- (a) ~~*Minimum ceiling height.*~~ A habitable room in an existing building shall have a clear ceiling height over the minimum area required by this chapter of not less than 7½ feet except that in attics or top half-stories, the ceiling height shall not be less than seven feet over not less than one-third of the minimum area required in this article when used for sleeping, study or a similar activity. In calculating the floor area of such a room, only those portions of the floor area of the room having a clear ceiling height of five feet or more may be included.
- (b) ~~*Required space in dwelling units.*~~ Every dwelling unit shall contain a minimum gross floor area of not less than 150 square feet, for the first occupant, and 100 square feet for each additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.
- (c) ~~*Required space in sleeping rooms.*~~ In every dwelling unit, every room occupied for sleeping purposes by one occupant shall have a minimum gross floor area of at least 70 square feet. Every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant thereof.
- (d) ~~*Access of dwelling unit to commercial use.*~~ A habitable room, bathroom or water closet compartment which is accessory to a dwelling unit shall not open directly into, or be used in conjunction with, a food store, barber or beauty shop, doctor's or dentist's examination or treatment room or a similar room used for public purposes.
- (e) ~~*Access to bath and second sleeping room.*~~ A residence building or dwelling unit containing two or more sleeping rooms shall not have rooms so arranged that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room. The rooms shall not be arranged so that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment. An existing one-family dwelling where no lodgers are occupants may be exempt from the requirement concerning access through a first sleeping room.
- (f) ~~*Occupancy of dwelling units below grade.*~~ No dwelling unit partially below grade shall be used for living purposes unless:

(1)—Floors and walls are watertight.

(2)—Total window area, total openable area and ceiling height are in accordance with this chapter.

(3)—The required minimum window area of every habitable room is entirely above the grade of the ground adjoining such window area.

(Ord. No. 00-11, § 1480.10, 9-5-2000)

Sec. 42-1427. Light and ventilation; overcrowding; cooking.

(a)—*Natural light in habitable rooms.* Every habitable room shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total window area, measured between stops, for every habitable room is eight percent of the floor area of such room, except in kitchens where artificial light may be provided in accordance with the building code. Whenever walls or other portions of a structure face a window of a room and such obstructions are located less than three feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors or to a court and shall not be included as contributing to the required minimum total window area for the room.

(b)—*Light in nonhabitable work spaces.* Every laundry, furnace room or other similar nonhabitable work space located in a building or structure shall have one supplied electric light fixture available at all times.

(c)—*Light in common halls and stairways.* Every common hall and inside stairway in a building other than a one-family dwelling shall be adequately lighted at all times with an illumination of at least five lumens per square foot in the darkest portion of the normally traveled stairs and passageways.

(d)—*Electrical outlets required.* Where there is electric service available to the building or structure, every habitable room of a dwelling shall contain at least two separate and remote outlets, one of which may be a ceiling or wall-type electric light fixture. In a kitchen, three separate and remote wall-type electric convenience outlets, or two such convenience outlets and one ceiling or wall-type electric light fixture, shall be provided. Every public hall, water closet compartment, bathroom, laundry room or furnace room shall contain at least one electric light fixture. In addition to the electric light fixture in every bathroom and laundry room, there shall be provided at least one electrical outlet.

(e)—*Adequate ventilation.* Each room shall have at least one window that can be easily opened or such other device as will adequately ventilate the room. The total openable window area in each room shall be equal to at least 45 percent of the minimum window area size required in subsection (a) of this section, except that no openable window is required in a bathroom or water closet compartment equipped with an approved ventilation system.

(f)—*Ventilation and light in bathrooms and water closets.* Every bathroom or water closet compartment shall comply with the light and ventilation requirements for habitable rooms as set forth in subsections (d) and (e) of this section, except that no window shall be required in a bathroom or water closet compartment equipped with an approved ventilation system.

(g)—*Overcrowding of rooms.* If a room in a dwelling is overcrowded, the director of community development may order the number of persons sleeping or living in such room to be reduced so that there is not less than 400 cubic feet of air for each adult, and 200 cubic feet of air for each child under 12 years of age, occupying such room.

(h)—*Cooking and eating facilities.* Cooking facilities and/or appliances are not permitted in a sleeping room.

(Ord. No. 00-11, § 1480.11, 9-5-2000)

Sec. 42-1428. Fire safety.

- (a) ~~*Storage of flammable liquids.*~~ No dwelling, dwelling unit or rooming unit shall be located in a building containing an establishment which handles, dispenses or stores flammable liquids with a flash point of 110 degrees Fahrenheit or lower.
- (b) ~~*Cooking and heating equipment.*~~ All cooking and heating equipment, components and accessories in a heating, cooking or water heating device shall be maintained free from leaks and obstructions and kept functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in accordance with the building code or other laws or ordinances applicable thereto. Portable cooking equipment employing flame is prohibited.
- (c) ~~*Smoke detectors.*~~ Smoke detectors which meet the provisions of the building code shall be provided in each rental dwelling unit. If such rental unit includes more than one sleeping area, then each such area must have an individual smoke detector unit. Maintenance of smoke detectors is the responsibility of the building owner.

(Ord. No. 00-11, § 1480.12, 9-5-2000)

Sec. 42-1429. Maintenance responsibilities of occupant.

- (a) ~~*Cleanliness.*~~ Every occupant of a building or part thereof shall keep that part of the building which he occupies, controls or uses in a clean and sanitary condition.
- (b) ~~*Disposal of rubbish.*~~ Every occupant of a building or part thereof shall dispose of all his rubbish in a clean and sanitary manner by placing it in the rubbish containers required in section 42-1424(d).
- (c) ~~*Disposal of garbage.*~~ Every occupant of a building or part thereof shall dispose of his garbage in a clean and sanitary manner by placing it in the garbage disposal facilities or, if such facilities are not available, by removing all nonburnable matter and securely wrapping such garbage and placing it in tight metal garbage storage containers as required by section 42-1424(e) or by such other disposal method as may be required by applicable laws or ordinances of the city.
- (d) ~~*Supplied plumbing fixtures.*~~ Every occupant of a building or part thereof shall keep the supplied plumbing fixtures therein clean and sanitary and shall be responsible for the exercise of reasonable care in their proper use and operation.
- (e) ~~*Plumbing fixtures furnished by occupant.*~~ Every plumbing fixture furnished by the occupant of a building or structure shall be properly installed and shall be maintained in good working condition and kept clean and sanitary and free from defects, leaks or obstructions.

(Ord. No. 00-11, § 1480.13, 9-5-2000)

SECTION 5 Severability

Should any section, clause or provision of this Ordinance be declared to be invalid by a court of competent jurisdiction, the same shall not affect the validity of the Ordinance as a whole or any other part thereof other than the parts so declared to be invalid.

SECTION 6 Repeal of Conflicting Ordinances, Savings Clause

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. Any proceedings pending, including prosecutions for violations, under any previous ordinance provision being repealed hereby shall not be affected by this Ordinance and may be continued pursuant to said previous Ordinance provisions.

SECTION 7 Effective Date

This ordinance shall take effect 10 days following publication of a summary thereof, following adoption.

City of Portage
Erica Eklov, Clerk

CITY OF PORTAGE PLANNING COMMISSION

**Thursday, August 15, 2024
7:00 PM Portage
Portage City Hall Council Chamber**

The City of Portage Planning Commission meeting of August 15, 2024, was called to order by Chair Corradini at 7:00 p.m.

IN ATTENDANCE

- Eric Feldt, Senior City Planner
- Alex Johnson, City Planner
- Catherine Kaufman, City Attorney

ROLL CALL

Staff called the roll: Chairman Corradini (yes); Vice Chair Baldwin (yes); Secretary Freiman (yes), Adams (yes); Pezzoli (yes); Joshi (yes); Fries (yes); Youngs (no); and Longjohn (yes).
8-Present; 1-Absent.

Motion by Vice Chair Baldwin, seconded by Commissioner Joshi to approve the excused commissioner.
Motion carried 8-0.

APPROVAL OF MINUTES

1. Minutes dated June 20, 2024

Motion by Vice Chair Baldwin, seconded by Commissioner Adams to approve the June 20, 2024, as submitted. Motion carried 8-0.

PUBLIC HEARINGS

Adoption of the proposed Portage Forward Together 2045 Master Plan

Mr. Feldt provided an update of the final draft Master Plan by addressing received public comments, summary of Master Plan adoption procedures, past public engagements, and introduced Houseal Lavigne consultant Jack Carso. Mr. Carso showed and summarized the overall Master Plan online format, each section of the Plan, updated public comments and corrections, and public engagement numbers, and concluded with next steps. Mr. Feldt concluded the presentation by recommended Planning Commission approval of the proposed Portage Forward Together 2045 Master Plan with any technical revisions.

Chair Corradini opened the public hearing.

1. Melissa Vandermeeden - 633 Roseview Dr.
Ms. Vandermeeden stated her opposition of the housing goals, recommendations in the Master Plan; frustration of general lack of property maintenance in Portage; and lack of City enforcement of property maintenance. She also stated concerns about increases in property taxes and opposes mixed use housing.
2. Richard Nellums - 9240 East Shore Dr.
Mr. Nellums requested adding performance metrics to Section 12 of the Master Plan; inquired about the amount of land and trees being replaced by development; and stated that he could not find the single-family residence definition in the Master Plan.

3. Mary Wieloposki - 8836 East Shore Dr.

Ms. Wieloposki thanked the Commission for listening to the public and was glad to see public comments incorporating changes to the final draft Master Plan.

Motion made by Vice Chair Baldwin, seconded by Commissioner Joshi to close the public hearing. Motion carried 8-0.

Several Commissioners thanked everyone involved in the process of creating this new master plan.

Secretary Freiman stated the importance of the future of Portage of land development versus land preservation.

The Commission informed the public that the Master Plan will be updated every five years and serves as a guideline.

Motion by Commissioner Fries, seconded by Vice Chair Baldwin, in compliance with the statutes, the required public hearing has been held, to approve the adoption of the proposed Portage Forward Together 2045 Master Plan with any technical revisions.

Ordinance Amendment #24/25-1: Ordinance to amend various miscellaneous Zoning Code technical standards.

Mr. Feldt gave an overview about the three proposed amendments to the Zoning Code consisting of changes to swimming pools standards, definition of attached housing, and Live/ Work standards. and the staff recommendation to the Commission. Mr. Feldt concluded his presentation by advising Planning Commission recommendation to the City Council that Ordinance Amendment 24/25-1 be approved.

Commissioner Fries wanted clarification on State vs. International Building Code. Mr. Feldt stated they were the same.

Attorney Kaufman stated that striking duplicative materials will minimize conflicts between the Zoning Code and Building Code.

Commissioner Copp asked if this would change any zoning related to the single-family residential areas. Mr. Feldt stated it would not.

Chair Corridini opened the public hearing.

1. Richard Nellums; 9240 East Shore Dr.

Mr. Nellums stated support of public hearing opportunities to ordinance changes and stated his support of the ordinance amendment.

Motion by Commissioner Copp, seconded by Commissioner Fries, to close the public hearing. Motion carried 8-0.

Motion by Commissioner Joshi, supported by Vice Chair Baldwin, to approve the Ordinance Amendment #24/25-1. Roll call vote was made. Motion passed unanimously.

SITE/FINAL PLANS

None.

OLD BUSINESS

None.

NEW BUSINESS

Election of officers

Commissioners discussed the election of officers and generally supported continuing the existing officer positions with Mr. Corradini as the Chair, Ms. Baldwin as Vice Chair, and Mr. Freiman as the Secretary.

Motion made by Commissioner Fries, supported by Commissioner Adams, for Mr. Corradini to continue as the Chair, Ms. Baldwin continue as Vice Chair, and Mr. Freiman continue as the Secretary for the next FY 24/25. Roll call vote was made. Motion passed unanimously.

STATEMENT OF CITIZENS

None.

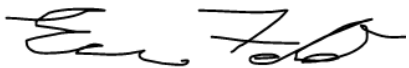
STATEMENT OF COMMISSIONERS/ STAFF

Mr. Feldt informed the Commission of past City Council updates including adopting changes to the lakefront zoning standards, adopting a new FEMA flood map, adopted changes to temporary/political sign code standards, and approval of a 'Planned Development' Tentative Plan for 46 homes at 8150 Creekside Drive.

ADJOURNMENT

There being no further business to come before the Commission, Chair Corradini adjourned the meeting at 8:03 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Feldt", written in a cursive style.

Eric Feldt
Senior City Planner

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY AMENDING ARTICLE 4 ZONING, OF
CHAPTER 42, LAND DEVELOPMENT REGULATIONS,

THE CITY OF PORTAGE ORDAINS:

That Chapter 42 of the Codified Ordinances of Portage, Michigan shall be amended as follows:

ARTICLE 4. ZONING, DIVISION 3 GENERAL PROVISIONS.

Sec. 42-121. – Accessory Uses, Subsection B Accessory Buildings – Residential zoning districts, *shall be amended as follows, to add new subsection 4:*

4. Swimming Pool Location. Swimming pools shall meet the following setbacks:
 - a. Front yard setback of the applicable zoning district;
 - b. No closer than eight feet from the required rear or side property line;
and
 - c. No closer than ten feet from any structures as measured from the nearest vertical wall enclosure (not including support columns with dimensions of less than 12 inches).

All other parts of Section 42-121 remain unchanged.

ARTICLE 4. ZONING, DIVISION 2 DEFINITIONS.

Sec. 42-112. – Definitions, *shall be amended as follows:*

Add the following new definitions to Section 42-112:

Indoor pool means any swimming pool which is totally contained within a residential structure and surrounded on all side by walls of the structure.

Swimming pool/pool mean any area capable of containing water and of being sued for swimming, wading or bathing, having a depth of two feet or more at any point and which is not an indoor pool.

Dwelling unit, Subsection 3 shall be amended to read as follows, by striking sub-paragraph b:

Dwelling unit: A building, or portion thereof, designed for occupancy by one family for residential purposes and having cooking facilities.

- ...
3. Dwelling, one-family attached: A one-family dwelling erected side by side to another similar unit as a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof. Units may be attached to each other only by one or more of the following methods.

- a. Through a common party wall which does not have over 80 percent of its area in common with an abutting dwelling wall;
- b. Reserved
- c. Through a common party wall in only the garage portion of an abutting structure.

ARTICLE 4. ZONING, DIVISION 4 ZONING DISTRICTS AND DISTRICT REGULATIONS, SUBDIVISION 11 PD PLANNED DEVELOPMENT DISTRICT.

Sec. 42-371. – Definitions, One-family attached residential dwelling *shall be amended to read as follows:*

One-family attached residential dwelling: a dwelling that is attached by means of one or more of the following:

- a. Through a common party wall which does not have over 50 percent of its area in common with an abutting dwelling wall;
- b. Reserved
- c. Through a common party wall in only the garage portion of an abutting structure. In this case, no other common party wall relationship is permitted, and not more than four units shall be attached in this manner.

ARTICLE 4. ZONING, DIVISION 3 GENERAL PROVISIONS, WORK/LIVE ACCOMODATIONS

Sec. 42-137 – Section 42-137(C)(2) Work/live accommodations *shall be amended to read as follows.*

2. Live/work buildings. The work/live building must meet applicable building and fire code requirements. Any existing approved Live/Work locations may continue to be used as approved, but cannot be changed to a design in conflict with building, fire code requirements.

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

Patricia M. Randall

CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2024.

APPROVED AS TO FORM

DATE 9-20-2024

Catherine Kump
CITY ATTORNEY

Erica Eklov, City Clerk

ADOPTION OF ZONING ORDINANCE

CITY OF PORTAGE, MICHIGAN NOTICE

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Article 4 (Zoning) of Chapter 42 of the Codified Ordinances of Portage, Michigan, was adopted by the City Council at a regular meeting held on the _____ day of _____, 2024, and will become effective _____, 2024.

NOTICE IS FURTHER GIVEN that Article 4 (Zoning) of Chapter 42, Land Development Regulations, of the Codified Ordinance of Portage, Michigan, has been amended as follows:

THE CITY OF PORTAGE ORDAINS:

ARTICLE 4. ZONING, DIVISION 3 GENERAL PROVISIONS.

Sec. 42-121. – Accessory Uses, Subsection B Accessory Buildings – Residential zoning districts, *shall be amended as follows, to add new subsection 4:*

4. Swimming Pool Location. Swimming pools shall meet the following setbacks:
 - a. Front yard setback of the applicable zoning district;
 - b. No closer than eight feet from the required rear or side property line; and
 - c. No closer than ten feet from any structures as measured from the nearest vertical wall enclosure (not including support columns with dimensions of less than 12 inches).

All other parts of Section 42-121 remain unchanged.

ARTICLE 4. ZONING, DIVISION 2 DEFINITIONS.

Sec. 42-112. – Definitions, *shall be amended as follows:*

Add the following new definitions to Section 42-112:

Indoor pool means any swimming pool which is totally contained within a residential structure and surrounded on all side by walls of the structure.

Swimming pool/pool mean any area capable of containing water and of being used for swimming, wading or bathing, having a depth of two feet or more at any point and which is not an indoor pool.

Dwelling unit, Subsection 3 *shall be amended to read as follows, by striking subparagraph b:*

Dwelling unit: A building, or portion thereof, designed for occupancy by one family for residential purposes and having cooking facilities.

...

3. Dwelling, one-family attached: A one-family dwelling erected side by side to another similar unit as a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof. Units may be attached to each other only by one or more of the following methods.

- a. Through a common party wall which does not have over 80 percent of its area in common with an abutting dwelling wall;
- b. Reserved
- c. Through a common party wall in only the garage portion of an abutting structure.

ARTICLE 4. ZONING, DIVISION 4 ZONING DISTRICTS AND DISTRICT REGULATIONS, SUBDIVISION 11 PD PLANNED DEVELOPMENT DISTRICT.

Sec. 42-371. – Definitions, One-family attached residential dwelling *shall be amended to read as follows:*

One-family attached residential dwelling: a dwelling that is attached by means of one or more of the following:

- a. Through a common party wall which does not have over 50 percent of its area in common with an abutting dwelling wall;
- b. Reserved
- c. Through a common party wall in only the garage portion of an abutting structure. In this case, no other common party wall relationship is permitted, and not more than four units shall be attached in this manner.

ARTICLE 4. ZONING, DIVISION 3 GENERAL PROVISIONS, WORK/LIVE ACCOMMODATIONS

Sec. 42-137 – Section 42-137(C)(2) Work/live accommodations *shall be amended to read as follows.*

2. Live/work buildings. The work/live building must meet applicable building and fire code requirements. Any existing approved Live/Work locations may continue to be used as approved, but cannot be changed to a design in conflict with building, fire code requirements.

PLEASE TAKE NOTICE that a copy of the Ordinance as amended may be purchased or inspected at City Hall on any business day except public and legal holidays from and after publication of this Notice from 8:00 a.m. to 5:00 p.m. local time.

Dated: _____

Erica Eklov, City Clerk

APPROVED AS TO FORM

DATE 9-20-2024

Catherine A. Kasper
CITY ATTORNEY

**FIRST READING
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

TO THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend CHAPTER 42, ARTICLE 4, ZONING, parts of Sections 42-121, 42-112, 42-137, 42-371 regarding swimming pools, one-family attached dwelling units and live/work units was introduced for first reading at a regular meeting of the City Council held on September 24, 2024 and that the Council will hold a public hearing on the proposed amendment at the Portage City Hall in said City on October 22, 2024 at 6:00 p.m. or as soon thereafter as may be heard.

NOTICE IS FURTHER GIVEN that the proposed amendments to Chapter 42, Land Development Regulations, of the Codified Ordinances of Portage, Michigan read as follows:

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, may be amended as follows:

ARTICLE 4. ZONING, DIVISION 3 GENERAL PROVISIONS.

Sec. 42-121. – Accessory Uses, Subsection B Accessory Buildings – Residential zoning districts, shall be amended as follows, to add new subsection 4:

4. Swimming Pool Location. Swimming pools shall meet the following setbacks:
 - a. Front yard setback of the applicable zoning district;
 - b. No closer than eight feet from the required rear or side property line; and
 - c. No closer than ten feet from any structures as measured from the nearest vertical wall enclosure (not including support columns with dimensions of less than 12 inches).

All other parts of Section 42-121 remain unchanged.

ARTICLE 4. ZONING, DIVISION 2 DEFINITIONS.

Sec. 42-112. – Definitions, shall be amended as follows:

Add the following new definitions to Section 42-112:

Indoor pool means any swimming pool which is totally contained within a residential structure and surrounded on all side by walls of the structure.

Swimming pool/pool mean any area capable of containing water and of being used for swimming, wading or bathing, having a depth of two feet or more at any point and which is not an indoor pool.

Dwelling unit, Subsection 3 *shall be amended to read as follows, by striking subparagraph b:*

Dwelling unit: A building, or portion thereof, designed for occupancy by one family for residential purposes and having cooking facilities.

3. Dwelling, one-family attached: A one-family dwelling erected side by side to another similar unit as a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof. Units may be attached to each other only by one or more of the following methods.

- a. Through a common party wall which does not have over 80 percent of its area in common with an abutting dwelling wall;
- b. Reserved
- c. Through a common party wall in only the garage portion of an abutting structure.

ARTICLE 4. ZONING, DIVISION 4 ZONING DISTRICTS AND DISTRICT REGULATIONS, SUBDIVISION 11 PD PLANNED DEVELOPMENT DISTRICT.

Sec. 42-371. – Definitions, One-family attached residential dwelling *shall be amended to read as follows:*

One-family attached residential dwelling: a dwelling that is attached by means of one or more of the following:

- a. Through a common party wall which does not have over 50 percent of its area in common with an abutting dwelling wall;
- b. Reserved
- c. Through a common party wall in only the garage portion of an abutting structure. In this case, no other common party wall relationship is permitted, and not more than four units shall be attached in this manner.

ARTICLE 4. ZONING, DIVISION 3 GENERAL PROVISIONS, WORK/LIVE ACCOMMODATIONS

Sec. 42-137 – Section 42-137(C)(2) Work/live accommodations *shall be amended to read as follows.*

- 2. Live/work buildings. The work/live building must meet applicable building and fire code requirements. Any existing approved Live/Work locations may

continue to be used as approved, but cannot be changed to a design in conflict with building, fire code requirements.

PLEASE TAKE FURTHER NOTICE that copies of said proposed amendment may be examined at the City Hall on any business day except public and legal holidays from and after publication of this Notice until the day of hearing from 8:00 a.m. and 5:00 p.m.

Dated: _____

Erica Eklov, City Clerk

APPROVED AS TO FORM

DATE

9/20/2024

Catherine Karpman

CITY ATTORNEY