

7:30 p.m. Call to Order.

Invocation: Pastor Adam Davidson of the Portage Free Methodist Church.

Pledge of Allegiance: Webelos Den Pack 255 at St Catherine of Siena.

Roll Call.

Proclamations:

1. National American Diabetes Month.

A. Approval of City Council Meeting Minutes.

1. Regular Meeting Minutes from October 18, 2016.

2. Pre-Meeting Minutes of October 31, 2016.

* B. Approval of Consent Agenda Motions.

* C. Accounts Payable Register:

1. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of November 1, 2016 as presented.

D. Public Hearings:

1. Communication from the City Manager recommending that City Council, subsequent to the public hearing, approve the Temporary Moratorium Ordinance.

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

- * 1. Communication from the City Manager recommending that City Council adopt Resolution No. 1 to Sell the westerly portion of city-owned property addressed as 5800 and 5710 Lovers Lane, place the Resolution on file with the Office of the City Clerk for 28 days, and take final action on December 6, 2016.
- * 2. Communication from the City Manager recommending that City Council grant two-year extensions through November 1, 2018 for the completion of sidewalk and street tree installation for Austin Shores Condominium Subdivision, Holiday Village East No. 3, and Oakland Farms North.
- * 3. Communication from the City Manager recommending that City Council approve a five-year contract renewal with Suez Environmental Services, Incorporated, for the provision of utility management and operation services for the period of March 1, 2017, through February 28, 2022, and authorize the City Manager to execute all documents related to the action on behalf of the city.
- * 4. Communication from the City Manager recommending that City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for Cliffwood Avenue and Archwood Drive Water Main Project #316-W.
- * 5. Communication from the City Manager recommending that City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for Cliffwood Avenue and Archwood Drive Sanitary Sewer Project #418-S.
- * 6. Communication from the City Manager recommending that City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for Angling Road Sanitary Sewer Project #417-S.
- * 7. Communication from the City Manager recommending that City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for Chopin Avenue and Mozart Street Water Main Project #317-W.

- * 8. Communication from the City Manager recommending that City Council award a contract to Sinclair Recreation, of Holland, Michigan, in the amount of \$80,000 for playground improvements at West Lake Nature Preserve and Central Park and authorize the City Manager to execute all documents related to this action on behalf of the city.

G. Communications:

- 1. Communication from the Mayor recommending that City Council hold a closed session immediately following the regularly scheduled City Council meeting of Tuesday, November 1, 2016, to discuss a personnel matter.

H. Unfinished Business:

* I. Minutes of Boards and Commissions Meetings:

- 1. Portage Public Schools Regular and Special of September 26, 2016.
- 2. Portage Public Schools Committee of the Whole of October 10, 2016.

J. Council Committee Reports:

K. New Business:

L. Bid Tabulations:

M. Other City Matters:

- 1. Statements of Citizens.
- 2. From City Council and City Manager.

* 3. Reminder of Meetings:

- a. Wednesday, November 2, 8:15 a.m., Historic District Commission, City Hall Room No. 2.
- b. Wednesday, November 2, 6:30 p.m., Park Board, Stuart Manor.
- c. Thursday, November 3, 6:30 p.m., Human Services Board, City Hall Room No. 1.
- d. Thursday, November 3, 7:00 p.m., Planning Commission, Council Chambers - CANCELLED.
- e. Wednesday, November 9, 7:00 p.m., Environmental Board, City Hall Room No. 1.
- f. Monday, November 14, 6:30 p.m., Youth Advisory Committee, City Hall Room No. 1.
- g. Monday, November 14, 7:00 p.m., Zoning Board of Appeals, Council Chambers.

* N. Materials Transmitted.

Adjournment.



City of Portage Proclamation

NATIONAL AMERICAN DIABETES MONTH PROCLAMATION

WHEREAS, in the united States, nearly 30 million people, including 799,500 in Michigan, have diabetes, a serious disease with potentially life-threatening complications including heart disease, stroke, blindness, kidney disease and amputation; and

WHEREAS, an additional 86 million people in the United States are at risk of developing type 2 diabetes; and

WHEREAS, approximately every 23 seconds, someone in the United States is diagnosed with diabetes; and

WHEREAS, an increase in community awareness is necessary to put a stop to the diabetes epidemic; and

WHEREAS, the American Diabetes Association and its affiliates in Portage support those patients currently battling diabetes, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure; and

WHEREAS, the good health and well-being of the residents of Portage are enhanced as a direct result of increased awareness about diabetes and research into early detection, causes, and effective treatments.

NOW, THEREFORE, I, Peter J. Strazdas, Mayor of the City of Portage, do hereby proclaim **NOVEMBER 2016 AMERICAN DIABETES MONTH** in the City of Portage, and I urge our citizens and all agencies and organizations interested in meeting the needs of patients with diabetes to unite and be a part of the American Diabetes Association's movement to confront, fight and, most importantly, change the future of this deadly disease.



Signed this 1st of November, 2016

Peter J. Strazdas, Mayor

CITY COUNCIL MEETING MINUTES FROM OCTOBER 18, 2016

The Regular Meeting was called to order by Mayor Pro Tem Ansari at 7:30 p.m.

At the request of Mayor Pro Tem Ansari, Pastor Marty Breithaupt of the Kalamazoo First Assembly of God Church, gave an invocation and Boy Scout Troop 208 led the City Council and the audience in the recitation of the Pledge of Allegiance.

The City Clerk called the roll with the following members present: Councilmembers Richard Ford, Jim Pearson, Patricia M. Randall, Claudette Reid and Terry Urban and Mayor Pro Tem Nasim Ansari. Mayor Peter Strazdas was absent with notice and excuse. Also in attendance were City Manager Laurence Shaffer, City Attorney Randy Brown and City Clerk James R. Hudson.

PROCLAMATION: Mayor Pro Tem Ansari issued a Red Ribbon Week Proclamation on behalf of Mayor Peter Strazdas.

APPROVAL OF MINUTES: Motion by Ford, seconded by Randall, to approve the Special Meeting Minutes and Regular Meeting Minutes of October 4, 2016, and the Pre-Council Meeting Minutes of October 17, 2016, as presented. Upon a voice vote, motion carried 6 to 0.

* **CONSENT AGENDA:** Mayor Pro Tem Ansari asked Councilmember Ford to read the Consent Agenda. Motion by Randall, seconded by Reid, to approve the Consent Agenda Motions as presented. Upon a roll call vote, motion carried 6 to 0.

* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF OCTOBER 18, 2016:** Motion by Randall, seconded by Reid, to approve the Accounts Payable Register of October 18, 2016, as presented. Upon a roll call vote, motion carried 6 to 0.

PUBLIC HEARING:

ORDINANCE AMENDMENT #15/16-A, OFF-STREET PARKING AND LOADING REGULATIONS: Mayor Pro Tem Ansari proceeded to open the public hearing and deferred to City Manager Larry Shaffer, who asked Community Development Director Vicki Georgeau to summarize the efforts involved in the development of these changes to Off-Street Parking. Ms. Georgeau reflected on the work of the Planning Commission and the City Administration in an attempt to achieve better, more sustainable off-street parking facility design. She explained how the resultant ordinance would better utilize off-street parking resources; modify off-street parking requirements for various land uses; streamline the review and approval process; and promote “green” and sustainable development practices. She noted that the recommendations are based on an evaluation of current ordinance provisions, local observations, feedback from developers and business owners, a review of ordinance standards from comparable communities and national standards. She summarized the proposed changes for Council; she noted that the recommendation is for a general, small reduction in required spaces for a development, and nothing that would be considered drastic in nature. She gave some examples and explained in detail some of the challenges with onsite parking, offsite parking and stacking requirements for restaurants.

In general, she stated that the City Administration wants to provide a process that gives a little more flexibility for the development of unique businesses or properties. She said that a request up to a 25% reduction in parking is subject to review and approval by the Planning Commission including a detail analysis of the request, a public hearing option, a finding of unique circumstances and a possible requirement of a professional parking study. With that, she indicated that any request for a reduction below 25% would have to meet a more stringent variance before the Zoning Board of Appeals.

She gave examples of situations where the Planning Commission would streamline the review and approval process, and noted that conditions or uses not mentioned in the Zoning Code could be managed by the Director of Community Development since the site plan is still reviewed by the Planning Commission, including the parking. Next, she addressed the maximum parking requirements section, mentioned the desire to not pave too much and explained the impact of the proposed changes.

Ms. Georgeau noted that the most recent Comprehensive Plan encourages green and sustainable development practices and the proposed ordinance encourages low impact design elements such as rain gardens, bioswale and even pervious pavement surfaces, provided they still comply with the City water management guidelines. She also mentioned that the proposed ordinance encourages the addition of charging stations for electric vehicles and parking lot maintenance requirements.

With regard to pedestrian and non-motorized facilities, consistent with the Complete Streets Policy, she said language has been added for a pedestrian walkway from the public sidewalk, if there is one, to the main entrance to the building and a requirement for some bicycle parking where feasible up to four spaces. She cited the provision that eliminates loading and unloading facility requirements for office spaces as unnecessary and explained. She also mentioned that loading and unloading usually takes place in the rear yard, but in some situations it is more reasonable to allow loading and unloading in the side yard, especially on small lots adjacent to homes where there may be less impact on the side of the building instead of in the back of the building. Discussion followed.

Discussion followed regarding the impact of the reduction of parking on development and redevelopment, initiatives to get notice to local businesses, outreach efforts and sit-down restaurants. Councilmember Urban raised individual objections regarding shopping center parking for holiday shopping and 800 cars roaming the parking lot for a parking spot, and the standard requirement for employee or administrator plus auditorium parking requirements for Private elementary, junior high and senior high schools. Mr. Shaffer interjected a trend that employers have their employees park offsite and use mass transportation in order to free up parking spaces near the business. Discussion followed. Councilmember Ford suggested that Councilmember Urban include the word "or" instead of the word "plus" as a solution to his question regarding the standard requirement for employee or administrator plus auditorium parking requirements for Private elementary, junior high and senior high schools. Discussion followed.

Motion by Pearson, seconded by Ford, to close the public hearing. Discussion followed. Upon a roll call vote, motion carried 6 to 0.

Motion by Randall, seconded by Reid, to approve an Ordinance to amend the Code of Ordinances of the City of Portage, Michigan, by adding Section 42-112, Definitions; Section 42-221 and 222, RM-1. Multi-Family Residential District; Division 6, Subdivision 1, Off-Street Parking and Loading, as presented with a modification that the minimum parking requirement for a Day spa be 1 space per 150 square feet of useable floor area (UFA); of Article 4, Zoning, of Chapter 42, Land Development Regulations. City Attorney Randy Brown articulated the following modification in *Section 42-523. Schedule of off-street parking requirements. Use. Institutional. Minimum # of Spaces* - for the Private elementary, junior high and senior high schools Use segment replace the word "plus" with the word "or".

Councilmember Reid asked, if this passes, for a clarification of the process for an outlot such as that at Crossroads Mall and Southland Mall that would be developed under these circumstances and what would be the checks and balances with this process. Ms. Georgeau responded that it would start with a site plan review by the plan review team who would determine the useable floor area or gross useable floor area, the parking requirements, and whether the plan met the standards or if they wanted to exceed the standards. Councilmember Reid specified that her focus was on the almost 900 extra spaces at Crossroads Mall and 500 spaces at Southland Mall and the checks and balances with the process for those properties. Ms. Georgeau responded that it would be reviewed during the site plan review process with the Planning Commission where they would make sure the parking plan meets the requirements of the code as amended.

Councilmember Reid asked whether the City can stop a development that is not a Planned Unit Development (PUD) if the plan is somehow problematic, but zoned appropriately, and Ms. Georgeau

offered that a parking study can be required and, if the parking plan is a problem, staff would explain that to them (understanding that a business is not interested in an overdevelopment of their site where there is not enough parking for their customers) and explained. With that, Councilmember Reid conjectured that the City would have a dialogue, but no authority. Ms. Georgeau indicated that if the site plan meets the code, the City would be obligated to approve it unless a general standard that created a concern existed that could survive a legal challenge. She pointed out that if the development meets the code requirements, the City is obligated to approve it. She emphasized that months were spent on these parking provisions; that they are in line with what other communities are doing; that they comply with what the Institute of Traffic Engineers studies regarding peak parking demands; and that there is no concern that there will not be sufficient parking. Conversely, she indicated that the City currently has expansive parking lots that add to the impervious surfaces which add to storm runoff instead of pervious green space, ultimately creating unnecessary impediments to development.

Mr. Shaffer indicated that retailers typically calculate their gross sales in relation to their parking; and, once their sales levels are trending down, they may come back and try to work for other opportunities to receive a higher return on their investment. He reviewed the needs required to develop a restaurant using 400 parking spaces as an example, and explained how parking spaces would be weighed against a revenue generating development.

Councilmember Pearson expressed his support for the motion and indicated that after being on both the Zoning Board of Appeals and the Planning Commission, and participating in site plan review, he recognized this as a streamlined approval process since it takes away some of the Zoning Board of Appeals process and is handled in the site plan process routine by the Planning Commission. He mentioned that it gives the opportunity for staff to approve it instead of going to the Zoning Board of Appeals and it reserves the right to appeal the decision of staff to the Planning Commission. Upon a roll call vote, motion carried 6 to 0.

PETITIONS AND STATEMENTS OF CITIZENS: Terry Butcher, 333 Cameo Avenue, on behalf of many others thanked City Council, City Manager Larry Shaffer, Transportation & Utilities Director Chris Barnes and all who helped for the recent Bicycle Ordinance and all of the efforts throughout the City to make bicycling safe for adults.

REPORTS FROM THE ADMINISTRATION:

* **MEDICAL MARIHUANA:** Motion by Randall, seconded by Reid, to accept a temporary moratorium ordinance pertaining to Medical Marihuana for first reading and set a public hearing for November 1, 2016, at 7:30 p.m. or as soon thereafter as may be heard; and subsequent to the public hearing, consider approving the temporary moratorium ordinance. Upon a roll call vote, motion carried 6 to 0.

* **AMENDMENT TO CHAPTER 78, "TRAFFIC AND VEHICLES":** Motion by Randall, seconded by Reid, to accept for first reading an amendment to Chapter 78, "Traffic and Vehicles" adding Section 78-3 "Overtaking and Passing Bicycles" to the Code of Ordinances to provide that motorists maintain a minimum distance when overtaking and passing a bicyclist; set a public hearing for November 15, 2016, at 7:30 p.m. or as soon thereafter as may be heard, and subsequent to the public hearing, approve the addition of Section 78-3 "Overtaking and Passing Bicycles." Upon a roll call vote, motion carried 6 to 0.

* **FY 2015-2016 ANALYSIS OF ZONING CONSISTENCY UPDATE:** Motion by Randall, seconded by Reid, to accept the FY 2015-2016 Analysis of Zoning Consistency Update as information only. Upon a roll call vote, motion carried 6 to 0.

* **PORTAGE SENIOR CENTER MASTER PLAN PROJECT DISCLOSURE:** Motion by Randall, seconded by Reid, to receive the communication from the City Manager regarding the Portage Senior Center master plan project as information only. Upon a roll call vote, motion carried 6 to 0.

* **SEPTEMBER 2016 ENVIRONMENTAL SUMMARY REPORT:** Motion by Randall, seconded by Reid, to receive the communication from the City Manager regarding the September 2016 Environmental Summary Report as information only. Upon a roll call vote, motion carried 6 to 0.

COMMUNICATIONS:

TRANSMITTAL FROM HUMAN SERVICES BOARD: Human Services Board Chair Amanda Woodin referenced her Transmittal from Human Services Board dated October 7, 2016, and indicated that it summarizes the processes conducted by the Board last summer both before and after meeting with City Council at the Committee of the Whole Meeting. She mentioned that the Board had two meetings afterwards to discuss the process and a lot of the discussion focused on the comments received from Council. She noted that most all of the recommendations brought were approved with the only split coming from the Grant Applicant presentations and explained.

City Manager Shaffer reminded Council that at their meeting together, the Human Services Board expressed some opportunities for improvement of the entire process of soliciting and applying for the Human Services grant. He commended the Human Services Board for their excellent work and their recommendations to accentuate community outreach, to make the process more streamlined, automated-less paper, and to incorporate a variety of different conditions in their scoring matrix that more closely reflect the concerns of Council at the Committee of the Whole Meeting. He then publically extended his appreciation to the Board for a job well done.

Under #2 of the Evaluation Criteria, Councilmember Reid referred to the intent to add more weight to non-profits that provide a significant portion of their services to Portage residents and asked how the Board deals with a very small agency that may serve mostly Portage people versus a large agency that serves more numbers of Portage people, but at a smaller proportion.

Ms. Woodin explained that the Board looks at how intense services are because the agencies that are more intense tend to serve less people overall, and she gave the examples such as counseling, taking people into a shelter, etc. versus a food bank where a lot more people receive the service, but just come in, get their food and leave. She said that in the scoring matrix, the funding levels come into play because it is more complicated.

Councilmember Reid indicated if the number of agencies increases, the amount of the funding naturally goes down unless the size of the grant increases, and asked if the Human Services Board has researched alternative sources of funding and offered a "Friends of the Human Services Board" option similar to the "Friends of the Park" to further impact the funds available to the agencies. Ms. Woodin said that topic did not come up, but the topic that did come up was how difficult it is to allocate the funds because the need is much greater than the resources, and Portage has one grant recipient that receives quite a large portion of the funds currently. Discussion followed and Councilmember Reid commended and thanked the Board for the fine job that they do in their analysis. With that, she inferred more groups should be benefiting from this.

Councilmember Urban concurred and agreed with Ms. Woodin that some of the larger agencies leverage the funds for more dollars from other sources. Discussion followed. Councilmember Urban asked if the Administration could provide a comparison of the points from the old system with those of the new system, side by side, and Mr. Shaffer indicated that staff would work with the Human Services Board to get those numbers for Council. Councilmember Pearson concurred, but just for the first year. Discussion followed.

Motion by Randall, seconded by Reid, to approve the suggested revisions to the General Fund and Community Development Block Grant Program human/public service funding process. Upon a voice vote, motion carried 6 to 0.

* **MINUTES OF BOARDS AND COMMISSIONS:** City Council received the minutes of the following Boards and Commissions:

Portage Human Services Board of September 1, 2016.
 Portage Youth Advisory Committee of September 12, 2016.
 Portage Zoning Board of Appeals of September 12, 2016.
 Portage Historic District Commission Regular Meeting and Historic District Study Committee Special Meeting of September 14, 2016.

COUNCIL COMMITTEE REPORTS:

KALAMAZOO COUNTY CENTRAL DISPATCH AUTHORITY (KCTA) BOARD:

Councilmember Reid indicated that the Finance Committee and the Tech Committee of the Consolidated Dispatch Committee have been working together in looking at site options for locating Consolidated Dispatch. She indicated that the architectural firm performing the technical analysis of the sites options has given an update to the joint committee which has to be received and analyzed by the Board. She mentioned that the joint committee is devising the language for a millage proposal that will be presented to the KCTA, then to the County Commission for consideration. She also said that the Board has hired an assistant who is researching federal grants specifically for the fire services segment of Consolidated Dispatch

Motion by Pearson, seconded by Reid, to receive the report on the Kalamazoo County Central Dispatch Authority Board from Councilmember Reid. Upon a voice vote, motion carried 6 to 0.

2017 PORTAGE COMMUNITY SURVEY: Councilmember Ford indicated that Councilmember Reid, Mayor Pro Tem Ansari and he met with Dr. Hartman from Western Michigan University to discuss the community survey. He indicated that one topic was the idea of moving the survey online, and the consensus was to run a mail survey together with an online survey of roughly 2,000 citizens, check the turn-out and determine future cost reduction options. He noted that they looked at the questions contained in the instrument and opted to add questions about management, Medical Marijuana and the Senior Center.

Councilmember Reid added that the online aspect of the survey is an invitation using a code number so it could be randomized. She said the intent is to run both types, compare the demographics and check the turnout on each of them to see which is the better way to go.

Motion by Pearson, seconded by Reid, to receive the report on the 2017 Portage Community Survey Committee from Councilmember Ford. Upon a voice vote, motion carried 6 to 0.

CITY MANAGER SALARY REVIEW/EVALUATION COMMITTEE: Councilmember Pearson indicated that the City Manager Salary Review/Evaluation Committee met that consists of Councilmember Randall, Mayor Strazdas and himself, and mentioned that the recommendation of the Committee will be distributed next week, and a Council Closed Session will be held on the matter at the next Regular City Council Meeting on November 1, 2016. He explained the purpose of the closed session where no decisions are made, and noted that any decisions would take place at the public meeting.

Motion by Pearson, seconded by Reid, to receive the report on the City Manager Salary Review/Evaluation Committee from Councilmember Pearson. Upon a voice vote, motion carried 6 to 0.

OTHER CITY MATTERS:

STATEMENTS OF CITY COUNCIL: Councilmember Urban indicated that the transit system in Kalamazoo County is being run by the Central County Transportation Authority (CCTA) and the Kalamazoo Transit Authority (KCTA) instead of the City of Kalamazoo. He discussed the increased service, the increase in bus routes, extended service hours into the nights and weekends and the increase

in frequency of some of the routes. He stressed that the transition was uneventful even though there were some disagreements in the past. He gave full credit to Linda Teeter, who worked endlessly and tirelessly for over a decade on this effort and discussion followed.

Councilmember Reid thanked Councilmembers Urban and Pearson for their work on CCTA and expressed her delight that it has finally come to fruition. She asked everyone to enjoy the colors with the change in the season and asked that everyone be careful for the safety of the Halloween participants this year.

Mayor Pro Tem Ansari addressed the recent discussion in the news about “rigging elections” and indicated that the electoral process in the City of Portage is practically fool proof, after City Clerk James Hudson gave him a demonstration of the election procedures used in our City.

MATERIALS TRANSMITTED:

* **DEPARTMENTAL MONTHLY REPORTS:** Motion by Randall, seconded by Reid, to receive the Departmental Monthly Reports. Upon a roll call vote, motion carried 6 to 0.

* **MATERIALS TRANSMITTED OF OCTOBER 4, 2016:** Motion by Randall, seconded by Reid, to receive the Materials Transmitted of Tuesday, October 4, 2016. Upon a roll call vote, motion carried 6 to 0.

ADJOURNMENT: Mayor Pro Tem Ansari adjourned the meeting at 8:56 p.m.

James R. Hudson, City Clerk

*Indicates items included on the Consent Agenda.

**MINUTES FROM THE SPECIAL PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF OCTOBER 31, 2016**

Mayor Pro Tem Nasim Ansari called the meeting to order at 9:00 a.m. The following were present: Councilmember Patricia M. Randall and Mayor Pro Tem Nasim Ansari. Councilmember Jim Pearson via the conference phone line. Councilmembers Claudette Reid, Richard Ford and Terry Urban were absent with notice and excuse. Mayor Peter Strazdas called in via the conference phone line at 9:05 a.m. Also in attendance were City Manager Larry Shaffer, Deputy City Manager Rob Boulis and City Clerk James Hudson.

Mayor Pro Tem Ansari asked if there were any questions for the Administration regarding items on the Agenda.

Under F.3, Reports from the Administration, Councilmember Pearson asked if the Administration is recommending the established vendor or was there a bidding process. City Manager Larry Shaffer responded that the City is recommending the established vendor. Councilmember Randall asked how many renewals have been awarded to this vendor; which years did this take place; was it always a unanimous vote; and, was it ever debated. She also asked for cost comparisons with other cities our size, and Mr. Shaffer responded that he had looked at a couple of cities with Veolia Water, but one was in New Jersey and one was in Connecticut; plus, most have their own waste water treatment facilities, and the size and costs differ, so they are not really comparable. With that, Councilmember Randall indicated it would be great to have cities in Michigan, Ohio or Indiana, even if they come from Suez Environmental Services, Incorporated, or if it is a city one-half the size of Portage which could then be doubled.

With regard to Items F.4, F.5, and F.6, Councilmember Pearson asked if there was any feedback, and Mr. Shaffer indicated that there were no protests, even though the surveys that were conducted were not unanimous.

Mayor Strazdas arrived via the conference phone line at 9:05 a.m. and said he was late because he received a phone call from the Democratic National Committee and announced that former Democratic Candidate for president Bernie Sanders would be at Miller Auditorium on Wednesday, November 2, 2016, at 11 a.m. He said that no tickets are required and parking is free. Mayor Strazdas was briefed on the questions asked thus far. Mayor Strazdas asked for assurances that staff would be ready to make a detailed presentation, recognized that staff has exercised a lot of due diligence, and asked that this be reflected in detail as information for the public.

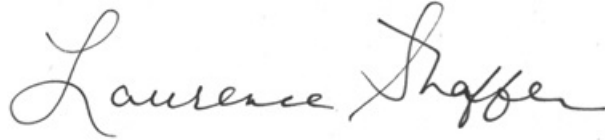
Under F.8, Mayor Strazdas asked whether the thematic playground equipment planned for Central Park and Westlake Park were in compliance with the American Disabilities Act.

At the request of Mayor Pro Tem Ansari, motion by Randall, seconded by Pearson, to adjourn the meeting. Upon a voice vote, motion carried 4 to 0 at 9:12 a.m.

James Hudson, City Clerk

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Finance Director

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of November 1, 2016 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period October 9, 2016 through October 23, 2016 and notes \$759,138.67 in automated clearing house payments, \$936,054.19 in paper checks and \$73,702.02 in auto-pay payments for a grand total of \$1,768,894.88.

FUNDING: N/A

Attachments: 1. Accounts Payable Register

ACCOUNTS PAYABLE REGISTER
Check Dates From: 10/9/2016 To: 10/23/2016

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Check Date	Check	Vendor Name	Amount
10/12/16	5791(A)	ABONMARCHE CONSULTANTS, INC	10,430.00
10/12/16	5792(A)	AERCOR WIRELESS, INC.	3,920.00
10/12/16	5793(A)	C T S TELECOM, INC.	678.95
10/12/16	5794(A)	CARRIER & GABLE	619.60
10/12/16	5795(A)	O'BOYLE-COLWELL-BLALOCK & AS.	3,665.11
10/12/16	5796(A)	PARADIGM DESIGN, INC.	19,486.18
10/21/16	5797(A)	A-1 SIGNS	20.55
10/21/16	5798(A)	ABONMARCHE CONSULTANTS, INC	29,587.99
10/21/16	5799(A)	AIRGAS GREAT LAKES	227.00
10/21/16	5800(A)	ALL CITY MANAGEMENT SERVICES, INC.	5,917.08
10/21/16	5801(A)	AMERICAN HYDROGEOLOGY CORP.	3,698.25
10/21/16	5802(A)	AMERICAN SAFETY & FIRST AID	285.19
10/21/16	5803(A)	ANIMAL REMOVAL SERVICE, LLC	2,700.00
10/21/16	5804(A)	BATTERIES PLUS	100.94
10/21/16	5805(A)	BCHS-HELPNET	1,307.13
10/21/16	5806(A)	BLACKBOARD, INC.	19,950.00
10/21/16	5807(A)	BLUE CARE NETWORK-GREAT LAKES	76,748.07
10/21/16	5808(A)	C D W GOVERNMENT, INC.	28.24
10/21/16	5809(A)	C M P DISTRIBUTORS, INC.	2,100.00
10/21/16	5810(A)	C T S TELECOM, INC.	678.95
10/21/16	5811(A)	CARDINAL BUS, INC.	940.00
10/21/16	5812(A)	CARRIER & GABLE	4,473.50
10/21/16	5813(A)	CONSUMERS CONCRETE CORP.	956.70
10/21/16	5814(A)	CUSTOMIZED CLEANING SERVICES, INC.	13,015.00
10/21/16	5815(A)	DATA CONSTRUCTS LLC	97.95
10/21/16	5816(A)	DELTA DENTAL PLAN OF MICHIGAN	18,144.24
10/21/16	5817(A)	DEPATIE FLUID POWER CO., INC.	483.15
10/21/16	5818(A)	DIAMOND CONCRETE SAWING	750.00
10/21/16	5819(A)	DUST & CAMPBELL, P.C.	70.00
10/21/16	5820(A)	EG WORKFORCE SOLUTIONS	1,129.60
10/21/16	5821(A)	ENGINEERED PROTECTION SYSTEMS, INC.	703.92
10/21/16	5822(A)	FURRY, WILLIAM	147.00
10/21/16	5823(A)	GLOBAL TELEMATIC SOLUTIONS LLC	625.00
10/21/16	5824(A)	GRIFFIN PEST SOLUTIONS, INC.	203.00
10/21/16	5825(A)	HURST MECHANICAL, INC.	11,291.13
10/21/16	5826(A)	INDUSCO SUPPLY CO., INC.	248.28
10/21/16	5827(A)	IRISH AYRES ENTERPRISES, LLC	24,140.25
10/21/16	5828(A)	J-AD GRAPHICS, INC	2,186.00
10/21/16	5829(A)	JONES & HENRY ENGINEERS, LTD	3,009.08
10/21/16	5830(A)	KALAMAZOO ELECTRIC MOTORS	100.48
10/21/16	5831(A)	KUSHNER & COMPANY, INC.	278.62
10/21/16	5832(A)	LACOSTA FACILITY SUPPORT SERVICES	3,465.79
10/21/16	5833(A)	LAND & RESOURCE ENGINEERING, INC	2,567.20
10/21/16	5834(A)	MATERIALS RESOURCES	365.02

ACCOUNTS PAYABLE REGISTER
Check Dates From: 10/9/2016 To: 10/23/2016

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Check Date	Check	Vendor Name	Amount
10/21/16	5835(A)	MAURER'S TEXTILE RENTAL SERVICES	458.29
10/21/16	5837(A)	MEEKHOF TIRE SALES & SERVICE INC.	622.76
10/21/16	5838(A)	MEJEUR ELECTRIC LLC	6,069.00
10/21/16	5839(A)	MICHIGAN PAVING & MATERIALS CO.	222,800.89
10/21/16	5840(A)	MIDWEST CIVIL ENGINEERS	1,540.00
10/21/16	5841(A)	MONIFA A. JUMANNE, PH.D.	1,666.00
10/21/16	5842(A)	NEW FRESH CLEANING SERVICE	1,556.00
10/21/16	5843(A)	O'BOYLE-COLWELL-BLALOCK & AS.	7,504.04
10/21/16	5844(A)	ONE WAY PRODUCTS	346.24
10/21/16	5845(A)	PCM SALES, INC.	43,862.33
10/21/16	5846(A)	PETERS CONSTRUCTION CO.	3,550.00
10/21/16	5847(A)	RIDGE AUTO NAPA	725.94
10/21/16	5850(A)	RIETH-RILEY CONSTRUCTION CO., INC	991.97
10/21/16	5851(A)	ROMENCE GARDENS, INC	1,693.13
10/21/16	5852(A)	S B F ENTERPRISES, INC.	758.04
10/21/16	5853(A)	SEVERANCE ELECTRIC COMPANY, INC	4,000.00
10/21/16	5854(A)	SIMMONS FORD	927.45
10/21/16	5855(A)	SNELL, DEBRA	144.00
10/21/16	5856(A)	SUEZ WATER ENVIRONMENTAL SERVICES	168,746.78
10/21/16	5857(A)	SUPERIOR PRINTING, INC.	111.29
10/21/16	5858(A)	TECHNOLOGY SOLUTIONS	85.00
10/21/16	5859(A)	THE IRRIGATOR	1,250.00
10/21/16	5860(A)	TOO CLEAN JANITORIAL	4,540.00
10/21/16	5861(A)	UNITED PETROLEUM	379.60
10/21/16	5862(A)	VISION SERVICE PLAN (OH)	2,201.95
10/21/16	5863(A)	VOLOGY DATA SYSTEMS	610.81
10/21/16	5864(A)	W W GRAINGER INC	881.66
10/21/16	5865(A)	WARNER NORCROSS & JUDD LLP	3,975.00
10/21/16	5866(A)	WEST SHORE FIRE, INC.	1,250.61
10/21/16	5867(A)	WESTERN MICHIGAN INT'L TRUCKS	548.98
10/21/16	5868(A)	WIGHTMAN & ASSOCIATES, INC.	480.00
10/21/16	5869(A)	WOOD PLUMBING LLC, D	2,925.00
10/21/16	5870(A)	XEROX CORPORATION	395.77
		SUBTOTAL:	77 CHECKS 759,138.67
10/11/16	10032	PETTY CASH-BARB GARLOW	394.43
10/11/16	10033	PETTY CASH-ERICA EKLOV	420.05
10/12/16	300235	A T & T	2,613.44
10/12/16	300236	AMERICAN PLANNING ASSOCIATION	845.00
10/12/16	300237	BEST WAY DISPOSAL, INC.	44,342.18
10/12/16	300238	CITY OF KALAMAZOO TREASURER	289,480.96
10/12/16	300239	CONSUMERS ENERGY	35,770.89
10/12/16	300240	NW3C, INC.	399.00
10/12/16	300241	S A MORMAN & CO.	1,255.00

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Check Date	Check	Vendor Name	Amount
10/18/16	300242	MSU PROJECT FISH	240.00
10/20/16	10034	PETTY CASH-ALYSSA MILBECK	450.87
10/21/16	10035	PETTY CASH-DEREK HENSON	228.44
10/21/16	10036	PETTY CASH-JANET GATES	374.26
10/21/16	10037	PETTY CASH-MARILYN MARION	521.29
10/21/16	300243	10TH DISTRICT COURT	500.00
10/21/16	300244	A T & T	1,897.45
10/21/16	300245	A-1 ASPHALT SEALING & REPAIR, INC.	52,714.44
10/21/16	300246	ACCESS EMPLOYER STAFFING SERVICES	8,412.05
10/21/16	300247	ACE PARKING LOT STRIPING, INC.	400.00
10/21/16	300248	ADP, INC.	3,744.40
10/21/16	300249	ADVANCED LUBRICATION, LLC	1,785.00
10/21/16	300250	AGENCY360	2,388.00
10/21/16	300251	ALCINI, ZACHARY	200.00
10/21/16	300252	ALLEGRA PRINT & IMAGING	1,405.60
10/21/16	300253	ALS ASSOCIATION MICHIGAN CHAPTER	100.00
10/21/16	300254	AUDREY WILSON	155.00
10/21/16	300255	AUTOMATIC MICROFILM CO.	515.55
10/21/16	300256	BESCO WATER TREATMENT, INC.	21.75
10/21/16	300257	BLACK POINT ESTATE AND GARDENS	372.00
10/21/16	300258	BLUE CROSS/BLUE SHIELD OF MICH	125,823.10
10/21/16	300259	BOER, MARY ANN	50.00
10/21/16	300260	BORGESS CORPFIT	250.00
10/21/16	300261	BORGESS HEALTH ALLIANCE	1,232.00
10/21/16	300262	BOULIS, ROB	100.00
10/21/16	300263	BRIAN PENNY	300.00
10/21/16	300264	BRINK'S, INC	429.89
10/21/16	300265	BURNS, MICHAEL	100.00
10/21/16	300266	C. STODDARD & SONS INC.	270.25
10/21/16	300267	CARTRIDGE WORLD	1,401.67
10/21/16	300268	CENTER FOR PUBLIC SAFETY EXCELLENCE	145.95
10/21/16	300269	CHAMOCHUMBI, CARMEN	100.00
10/21/16	300270	CHARTER COMMUNICATIONS	100.63
10/21/16	300271	CITY OF KALAMAZOO TREASURER	62.98
10/21/16	300272	CLEAN HARBORS ENVIRONMENTAL SERVICE	3,613.00
10/21/16	300273	CONSULTANT CONNECT	1,950.00
10/21/16	300274	CONTINENTAL LINEN SERVICES	59.11
10/21/16	300275	COSTAR REALTY INFORMATION, INC.	307.95
10/21/16	300276	CREATIVE SERVICES OF NEW ENGLAND	248.95
10/21/16	300277	CURRY, JANICE	30.00
10/21/16	300278	D L GALLIVAN INC.	271.47
10/21/16	300279	DATA STRATEGY LLC	153,312.15
10/21/16	300280	DEPATIE FLUID POWER CO., INC.	53.84
10/21/16	300281	DEREK HENSON	210.00

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Check Date	Check	Vendor Name	Amount
10/21/16	300282	DOSTER, KYLE	674.57
10/21/16	300283	DYLHOFF, RANDY	50.00
10/21/16	300284	EDSON, RENE A	100.00
10/21/16	300285	ELIZABETH LOEBIG	300.00
10/21/16	300286	EMERGENCY VEHICLE PRODUCTS	505.78
10/21/16	300287	FADER EQUIPMENT, INC.	1,325.70
10/21/16	300288	FARO TECHNOLOGIES, INC.	8,140.00
10/21/16	300289	FIREFIGHTERS BOOKSTORE	1,332.00
10/21/16	300290	FLETCHER ENTERPRISES	4,100.00
10/21/16	300291	GORDON FOOD SERVICE	30.28
10/21/16	300292	GORDON WATER SYSTEMS	219.00
10/21/16	300293	GRANDSTAFF, ANNE	290.00
10/21/16	300294	HALT FIRE, INC.	160.02
10/21/16	300295	HANNAPEL HOME CENTER	3,544.00
10/21/16	300296	HERTZ, SHANNON	419.00
10/21/16	300297	HESS, DERECK	340.00
10/21/16	300298	HOME DEPOT	1,373.79
10/21/16	300301	HSBC	30.70
10/21/16	300302	INDIANA WIPING CLOTH, INC.	1,065.00
10/21/16	300303	INT'L ASSOC OF FIRE CHIEFS	234.00
10/21/16	300304	JACK PEARL'S SPORT CENTER INC	646.27
10/21/16	300305	JAROTH, INC	303.00
10/21/16	300306	JOHN E. REID & ASSOCIATES	420.00
10/21/16	300307	KAL COUNTY FIRE CHIEFS ASSOC.	500.00
10/21/16	300308	KALAMAZOO COUNTY TREASURER	505.00
10/21/16	300309	KALAMAZOO LANDSCAPE SUPPLIES	187.30
10/21/16	300310	KALAMAZOO NATURE CENTER, INC.	995.00
10/21/16	300311	KALAMAZOO VALLEY ANTIQUE ENGINE CLUB	300.00
10/21/16	300312	KAR LABORATORIES	20.00
10/21/16	300313	KEALA, TRICIA	123.96
10/21/16	300314	KENT COUNTY DPW	90.00
10/21/16	300315	KOZAR, MARIE	50.00
10/21/16	300316	KRAFT TOOL CO.	674.24
10/21/16	300317	KUIPER BROTHERS MOVING INC.	188.00
10/21/16	300318	KZOO TIRE COMPANY	1,474.50
10/21/16	300319	LERETA	1,966.19
10/21/16	300320	LEWIS PAPER PLACE, INC.	164.75
10/21/16	300321	LEXISNEXIS RISK SOLUTIONS	1,208.90
10/21/16	300322	MAPLE HILL SPRINKLING, INC.	2,124.00
10/21/16	300323	MATTHEW DAVID AMBROSO	1,775.00
10/21/16	300324	MCDONALD'S TOWING & RESCUE, INC.	279.00
10/21/16	300325	MCNALLY ELEVATOR CO.	189.90
10/21/16	300326	MED EXPRESS URGENT CARE, PC MICH	285.00
10/21/16	300327	MEDILODGE OF PORTAGE	140.00

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10/21/16	300328	MENARDS, INC	720.04
10/21/16	300329	MICH MUNICIPAL POLICE & FIRE REPAIR	1,973.70
10/21/16	300330	MICHIGAN ASSESSOR'S ASSOC.	75.00
10/21/16	300331	MICHIGAN DEPARTMENT OF TREASURY	250.00
10/21/16	300332	MICHIGAN PARKINSON FOUNDATION	100.00
10/21/16	300333	MID-AMERICA APPRAISAL CO.	760.00
10/21/16	300334	MIDWEST ENERGY COOPERATIVE	299.24
10/21/16	300335	MML UNEMPLOYMENT FUND	92.19
10/21/16	300336	MOORE MEDICAL, LLC	380.00
10/21/16	300337	MOTOROLA SOLUTIONS, INC.	8,916.00
10/21/16	300338	NORMAN CAMERA CO.	75.00
10/21/16	300339	NYE UNIFORMS	445.52
10/21/16	300340	O'REILLY AUTO PARTS	667.29
10/21/16	300341	OAKLAND COMMUNITY COLLEGE	150.00
10/21/16	300342	OAKLAND POLICE ACADEMY	195.00
10/21/16	300343	OFFICE DEPOT, INC.	3,187.56
10/21/16	300347	P M V PAINTING AND DECORATING INC	14,025.00
10/21/16	300348	PARIS CLEANERS	1,240.05
10/21/16	300349	PATTERSON, ABBEY	100.00
10/21/16	300350	PEOPLE'S FOOD CO-OP OF KALAMAZOO	6,000.00
10/21/16	300351	PET VET FAMILY PET CARE CENTER	346.22
10/21/16	300352	PETERMAN CONCRETE CO.	136.79
10/21/16	300353	PETERS, STEVE	100.00
10/21/16	300354	POLDERMAN'S FLOWER SHOP	56.95
10/21/16	300355	POLICE TECHNICAL	395.00
10/21/16	300356	PRO SERVICES, INC.	160.00
10/21/16	300357	PRO-FLEET REFINISHING, LLC	1,955.00
10/21/16	300358	PROFESSIONAL LAKE MANAGEMENT	230.00
10/21/16	300359	RATHCO SAFETY SUPPLY, INC.	1,040.00
10/21/16	300360	RAY ALLEN MANUFACTURING, LLC	189.87
10/21/16	300361	REMINGTON CONSTRUCTION CO. INC.	3,000.00
10/21/16	300362	RENEWED EARTH, INC.	15,833.32
10/21/16	300363	REPUBLIC SERVICES OF WEST MICHIGAN	830.16
10/21/16	300364	RIVERSIDE INTEGRATED SYSTEMS, INC.	344.75
10/21/16	300365	ROWLEY BROTHERS, INC.	2,125.42
10/21/16	300366	SALTY EARTH PICTURES INC	372.00
10/21/16	300367	SANDERSON DEHAAN IRRIGATION	98.26
10/21/16	300368	SHILTS, DAWN	215.39
10/21/16	300369	SITEONE LANDSCAPE SUPPLY LLC	72.42
10/21/16	300370	SMOKED DOWN BBQ LLC	150.00
10/21/16	300371	SOURCE TECHNOLOGIES	416.00
10/21/16	300372	ST MARY'S PTO	100.00
10/21/16	300373	STAP BROS LAWN & LANDSCAPE,INC	6,473.62
10/21/16	300374	STATE OF MICHIGAN	60.00

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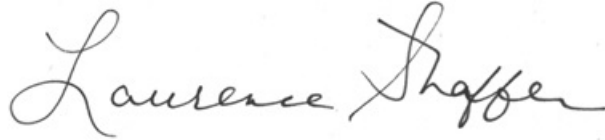
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Check Date	Check	Vendor Name	Amount
10/21/16	300375	STATE OF MICHIGAN (DOT)	56,074.52
10/21/16	300376	STATE OF MICHIGAN (MGT & BUDGE	3,381.71
10/21/16	300377	STATE SYSTEMS RADIO, INC	3,834.21
10/21/16	300378	STEENSMA LAWN & POWER EQUIPMENT	36.30
10/21/16	300379	STRATEGIC SOLUTIONS OF MICHIGAN, INC	435.86
10/21/16	300380	SUTTON, ROGER	100.00
10/21/16	300381	SWM SHUT UP AND TRAIN	140.00
10/21/16	300382	TAFFEE, BRYAN	400.00
10/21/16	300383	THE HR SPECIALIST	97.00
10/21/16	300384	THE POSTMAN INC.	500.00
10/21/16	300385	THOMAS HAMANN	190.00
10/21/16	300386	THREE PEAS DESIGN	125.00
10/21/16	300387	TODD ARBANAS ENTERPRISES INC.	3,800.00
10/21/16	300388	TRACTOR SUPPLY CORP.	25.38
10/21/16	300389	TRAFFIC TECH SERVICES LLC	300.00
10/21/16	300390	TWELVE BASKETS	260.00
10/21/16	300391	U S LAWNS- KALAMAZOO	382.39
10/21/16	300392	U S POSTAL SERVICE (PORTAGE)	1,000.00
10/21/16	300393	ULINE, INC.	1,029.05
10/21/16	300394	UNDERGROUND PIPE & VALVE, INC.	682.00
10/21/16	300395	UNION STREET HYDRAULICS	430.00
10/21/16	300396	UNITED PARCEL SERVICE	15.59
10/21/16	300397	USA TODAY	25.00
10/21/16	300398	USABUEBOOK	2,551.31
10/21/16	300399	VERIZON WIRELESS SERVICES, LLC	2,216.92
10/21/16	300400	WARNER, CAROL	50.00
10/21/16	300401	WEDEL'S INC.	1,800.00
10/21/16	300402	WEISSERT, CATHY	79.24
10/21/16	300403	WEST MICHIGAN REALTORS TITLE CO	87.11
10/21/16	300404	WEST MICHIGAN SOFTBALL	240.00
10/21/16	300405	YOURMEMBERSHIP.COM, INC.	199.00
		SUBTOTAL:	172 CHECKS 936,054.19
10/12/16	3911	CONSUMERS AUTO-PAY	4,045.29
10/14/16	3925	CONSUMERS AUTO-PAY	24,147.65
10/17/16	3932	CONSUMERS AUTO-PAY	12,310.45
10/17/16		BROWN & ASSOCIATES-EFT	18,810.00
10/18/16	3944	CONSUMERS AUTO-PAY	12,867.28
10/20/16	3956	CONSUMERS AUTO-PAY	1,521.35
		SUBTOTAL:	5 CHECKS 73,702.02
		GRAND TOTAL:	254 CHECKS 1,768,894.88

** (A) DENOTES ACH PAYMENTS

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Medical Marihuana

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council, subsequent to the public hearing, approve the Temporary Moratorium Ordinance.

Since the Michigan Medical Marihuana Act (MMMA) was adopted by voters in 2008 and the city adopted zoning regulations for medical marihuana home occupations in 2011, the landscape has changed substantially. There has been continued growth in the number of qualifying patients and Michigan is seeing a trend in the medical marihuana industry toward commercialization. In addition, there appears to be continued concern with regard to potential adverse impacts of medical marihuana home occupations, from both the perspective of neighborhood and housing impacts, as well as qualified patient services.

On May 10, 2016, City Council approved a six-month temporary moratorium on medical marihuana uses, with the exception of medical marihuana home occupations operated in compliance with the provisions of the Zoning Code. The temporary moratorium was adopted to provide the City Attorney and City Administration time to revisit the regulation of dispensing and cultivating medical marihuana, and to ensure the health and safety of Portage citizens, registered qualifying patients and registered caregivers. When the temporary moratorium was adopted on May 10, there were also a series of bills pending before the State Legislature that would provide for the establishment and regulation of businesses engaged in the growing, processing, testing, transporting and distribution of medical marihuana. The various aspects of these bills were also to be reviewed during the moratorium period and considered in the drafting of local ordinance amendments.

Over the past several months, the City Attorney and City Administration have prepared draft amendments to the Zoning Code and a draft ordinance for the licensing of provisioning centers and medical marihuana grow operations. However, the finalization of these draft ordinances has been problematic given the pending legislation at the state level. On September 21, 2016, a package of three bills were signed into law: PA 281, the Medical Marihuana Facilities Licensing Act; PA 282, the Marihuana Tracking Act; and PA 283, which amends the Michigan Medical Marihuana Act.

The Medical Marihuana Facilities Licensing Act authorizes five types of commercial medical marihuana entities: a grower; processor; safety compliance facility; secure transporter; and provisioning center. This act also establishes a licensing board, annual licensing procedure for each of the five commercial entities, and provides taxes and fees to be collected from gross retail receipts, including the manner of distributing these taxes and fees to municipalities and the state. The Medical Marihuana Tracking Act outlines an extensive system for tracking the cultivation, processing, transporting and sale of medical marihuana, whereas the amendments to the Michigan Medical

Marihuana Act permits marihuana-infused products, such as foods, oils, lotions, etc. A summary of these public acts, prepared by the Prosecuting Attorneys Association of Michigan, is attached.

While these acts become effective on December 20, 2016, there are significant thresholds that need to be accomplished prior to the establishment of the various commercial medical marihuana entities authorized under the acts, which include:

1. No medical marihuana commercial entity can commence unless and until the municipality where it proposes to locate adopts a local ordinance specifically authorizing the use. Municipalities may limit both the number and type of entities allowed within their borders. In particular, municipalities may pass local ordinances, including zoning ordinances, provided they do not contradict state regulation.
2. The licensing rules required under the Medical Marihuana Licensing Act must be established within 360 days after the December 20, 2016 effective date of the act so that medical marihuana commercial entities may begin applying for a state license. A state license is required in order to provide legal protection to the commercial entity from prosecution under existing state law or local ordinances.

Based on the above, it is recommended that City Council adopt a new temporary moratorium on medical marihuana uses, with the exception of medical marihuana home occupations that are in compliance with the provisions of the Zoning Code, prior to the November 10, 2016 expiration of the existing temporary moratorium. The proposed temporary moratorium references the recently adopted public acts and is recommended to continue until the state licensing rules are adopted. This will ensure that any local ordinance adopted by the city does not conflict with state statute or regulations for medical marihuana uses.

Therefore, it is recommended that City Council, subsequent to the public hearing, approve the temporary moratorium ordinance.

FUNDING: Not Applicable

Attachments:

1. Temporary Moratorium Regarding Activities and Facilities Dispensing, Selling, Transferring and Cultivating Medical Marihuana
2. Prosecuting Attorneys Association of MI, Summary of Public Acts 281, 282 and 283, effective December 20, 2016 (posted October 6, 2016)

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY ADDING ARTICLE 10, TEMPORARY MORATORIUM REGARDING FACILITIES
DISPENSING, SELLING, TRANSFERRING AND CULTIVATING MEDICAL MARIHUANA
OF CHAPTER 2, ADMINISTRATION**

THE CITY OF PORTAGE ORDAINS:

That Chapter 2 shall be amended to add the following:

**ARTICLE 10. TEMPORARY MORATORIUM REGARDING FACILITIES DISPENSING,
SELLING, TRANSFERRING AND CULTIVATING MEDICAL MARIHUANA.**

Sec. 2-324. Findings.

- (a) On November 4, 2008, Michigan voters approved a statewide legislative initiative to create the Michigan Medical Marihuana Act (MMMA) which has been codified at MCL 333.26421 et seq., as amended and allows the possession, use and cultivation of marihuana for the treatment of certain illnesses or conditions under certain circumstances and pursuant to certain regulations and restrictions ("medical marihuana").
- (b) City ordinance does not provide for commercial facilities for dispensing, transporting, processing, possessing and testing marihuana or cultivating marihuana plants for medical or any other purposes, and this type of activity was not envisioned when the ordinances were adopted.
- (c) The MMMA does not address that federal law at 21 USC, Section 841 makes it a crime to manufacture, cultivate or distribute marihuana.
- (d) Governor Snyder signed the Medical Marihuana Facilities Licensing Act (Licensing Act), an amendment to the MMMA and the Marihuana Tracking Act which are all effective 90 days from September 21, 2016.
- (e) The Licensing Act provides for a state operating license that allows a licensee to operate as one of the following medical marihuana facilities: a) a grower; b) a processor; c) a secured transporter; d) a provisioning center or e) a safety compliance facility.
- (f) The Licensing Act exempts those holding a state operating license from marihuana-related criminal or civil prosecution and penalties, and other sanctions, for performing activities within the scope of their license.
- (g) The Licensing Act establishes a Medical Marihuana Licensing Board, a Marihuana Advisory Panel and requires the Department of Licensing and Regulatory Affairs to promulgate rules, including emergency rules as necessary, to implement, administer and enforce the Act.
- (h) The Licensing Act provides that beginning 360 days from its effective date, a person may apply for and the Department will hear a request for a state operating license.
- (i) The Licensing Act further prohibits operation of a medical marihuana facility without an authorizing ordinance adopted by the municipality.
- (j) The city council desires to ascertain the best and safest path for the protection of the public health, safety and welfare to comply with these public acts before an authorizing ordinance is proposed.

- (k) The consequences of authorizing a licensee to operate within the city is in need of further study before specific recommendation can be made.
- (l) Adopting an ordinance authorizing the operation of any of the medical marihuana facilities created by the Licensing Act during the period of time in which the Medical Marihuana Licensing Board and the Department of Licensing and Regulatory Affairs are researching, investigating and considering new rules and regulations with regard to these activities would be counter-productive and undermine the city's efforts to maintain consistency with state law, and to protect the health, safety and welfare of its citizens.
- (m) The city council also deems it prudent and desirable to temporarily defer any consideration or action taken by any city official and/or agent regarding rezoning, special land use, site plan, change of use, certificate of occupancy and other proposals, submissions and applications pertaining to medical marihuana land uses.

Sec. 2-325. Prohibition of certain medical marihuana facilities.

- (a) Based on the findings set forth above and for the protection of the public health, safety and welfare of its citizens, and, except as provided in Section 2.325(b), the operation or establishment of any new medical marihuana facility, as defined by the Licensing Act, before the effective date of a city ordinance authorizing such facility and before obtaining a valid state operating license is prohibited.
- (b) That this moratorium and prohibitions imposed hereunder shall not be applicable to the following:
 - (1) A dwelling unit in a non-commercial location (as defined by the zoning ordinance) where a qualifying patient resides and is cultivating up to the maximum number marihuana plants as permitted by the MMMA for personal use or possesses up to the maximum amount of marihuana permitted by the MMMA for personal use.
 - (2) A building or structure (as defined by the zoning ordinance) other than a dwelling unit where no more than one qualifying patient is cultivating up to the maximum number of marihuana plants as permitted by the MMMA for personal use or possesses up to the maximum amount of marihuana permitted by the MMMA for personal use.
 - (3) A dwelling unit (or other building or structure) in a non-commercial location where no more than one primary caregiver is cultivating up to the maximum number marihuana plants as permitted by the MMMA for assisting qualified patient(s) or possesses up to the maximum amount of marihuana permitted by the MMMA for assisting a qualifying patient(s) as regulated by the MMMA and city ordinance.
 - (4) For purposes of 2-325(b)(1), (2) and (3) above, the "maximum amount of marihuana permitted by the MMMA" includes marihuana infused products as defined, regulated and permitted by the MMMA.
- (c) That city council directs the city administration to continue its research, investigation and study and make specific recommendations regarding the potential regulation of those activities requiring a state operating license, as well as any modifications needed to the existing Medical Marihuana Home Occupation Ordinance.
- (d) Nothing herein shall restrict a licensed physician from prescribing medical marihuana to be used for medical purposes compliant with state law.

- (e) It is the intent of this ordinance that no person establish or operate a medical marihuana facility in the city without: i) a city ordinance authorizing such facility; and ii) possessing a valid and effective license issued by the Medical Marihuana Licensing Board.
- (f) That during the period of this moratorium, any entity or property owner alleging that the deferred review resulting from the moratorium will result in the denial of all viable economic use of property or would otherwise result in a violation of applicable federal or state law shall be entitled to file a petition in writing with the city manager setting forth the petitioner's claims and supporting facts and evidence for the requested relief. The city manager shall, no later than 30 days after the filing of the petition, respond to the petitioner in writing with findings and conclusions with respect to whether or not the petitioner has demonstrated that all viable economic use of the property has been denied by the deferred review, and/or whether or not the moratorium as applied to the petitioner violates applicable law. If the city manager determines that the petition should be granted, the city manager shall grant relief from the moratorium ordinance for the petitioner to the extent necessary to cure the violation.
- (g) If any section, clause or provision of this moratorium ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void, illegal or ineffective shall thereby cease to be a part of this moratorium ordinance but the remainder of this ordinance shall stand and be in full force and effect.

Sec. 2-326. Expiration.

The moratorium imposed by this ordinance shall expire the earlier of: i) the date which is established by the Department of Licensing and Regulatory Affairs for the acceptance and review of applications for a state operating license; or ii) 360 days from the effective date of the Licensing Act.

Sec. 2-327. Penalty.

- (a) Any person, firm, association, partnership, corporation or entity that violates any of the provisions of this article shall be deemed responsible for a municipal civil infraction which shall be punishable by a civil fine as provided for Section 1-7(e) of this Code. The director of the department of community development and the chief of police and other persons who are employed by the city in these departments and duly authorized by the director/chief are authorized to issue municipal civil infraction citations for violation of this article.
- (b) Additionally, the violator shall pay costs which may include all expenses direct and indirect to which the city has been put in connection with the municipal infraction.
- (c) Notwithstanding any other remedy, the city shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order or other appropriate remedy to compel compliance with this article.
- (d) Each day that a violation of this article continues to exist shall constitute a separate violation of this article.

Dated: _____

Peter J. Strazdas, Mayor

FIRST READING:
SECOND READING:
ORDINANCE #:
EFFECTIVE DATE: November 25, 2016

CERTIFICATION

I, James R. Hudson, 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 _____, 20____.

James R. Hudson, City Clerk

PREPARED BY:
Randall L. Brown (P34116)
Portage City Attorney
1662 East Centre Avenue
Portage, MI 49002
(269) 323-8812

Approved as to Form:

Date: 10/14/2016

City Attorney

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**FIRST READING AND NOTICE OF HEARING
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 Chapter 2, Administration, by adding Article 10, Temporary Moratorium Regarding Facilities Dispensing, Selling, Transferring and Cultivating Medical Marihuana of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2016, and that the Council will hold a public hearing on the proposed amendment at the Portage City Hall in said City on _____, 2016, at 7:30 p.m. or as soon thereafter as may be heard.

THE CITY OF PORTAGE ORDAINS:

That Chapter 2 shall be amended to add the following:

ARTICLE 10. TEMPORARY MORATORIUM REGARDING FACILITIES DISPENSING, SELLING, TRANSFERRING AND CULTIVATING MEDICAL MARIHUANA.

Sec. 2-324. Findings.

- (a) On November 4, 2008, Michigan voters approved a statewide legislative initiative to create the Michigan Medical Marihuana Act (MMMA) which has been codified at MCL 333.26421 et seq., as amended and allows the possession, use and cultivation of marihuana for the treatment of certain illnesses or conditions under certain circumstances and pursuant to certain regulations and restrictions ("medical marihuana").
- (b) City ordinance does not provide for commercial facilities for dispensing, transporting, processing, possessing and testing marihuana or cultivating marihuana plants for medical or any other purposes, and this type of activity was not envisioned when the ordinances were adopted.
- (c) The MMMA does not address that federal law at 21 USC, Section 841 makes it a crime to manufacture, cultivate or distribute marihuana.
- (d) Governor Snyder signed the Medical Marihuana Facilities Licensing Act (Licensing Act), an amendment to the MMMA and the Marihuana Tracking Act which are all effective 90 days from September 21, 2016.
- (e) The Licensing Act provides for a state operating license that allows a licensee to operate as one of the following medical marihuana facilities: a) a grower; b) a processor; c) a secured transporter; d) a provisioning center or e) a safety compliance facility.
- (f) The Licensing Act exempts those holding a state operating license from marihuana-related criminal or civil prosecution and penalties, and other sanctions, for performing activities within the scope of their license.
- (g) The Licensing Act establishes a Medical Marihuana Licensing Board, a Marihuana Advisory Panel and requires the Department of Licensing and Regulatory Affairs to

promulgate rules, including emergency rules as necessary, to implement, administer and enforce the Act.

- (h) The Licensing Act provides that beginning 360 days from its effective date, a person may apply for and the Department will hear a request for a state operating license.
- (i) The Licensing Act further prohibits operation of a medical marihuana facility without an authorizing ordinance adopted by the municipality.
- (j) The city council desires to ascertain the best and safest path for the protection of the public health, safety and welfare to comply with these public acts before an authorizing ordinance is proposed.
- (k) The consequences of authorizing a licensee to operate within the city is in need of further study before specific recommendation can be made.
- (l) Adopting an ordinance authorizing the operation of any of the medical marihuana facilities created by the Licensing Act during the period of time in which the Medical Marihuana Licensing Board and the Department of Licensing and Regulatory Affairs are researching, investigating and considering new rules and regulations with regard to these activities would be counter-productive and undermine the city's efforts to maintain consistency with state law, and to protect the health, safety and welfare of its citizens.
- (m) The city council also deems it prudent and desirable to temporarily defer any consideration or action taken by any city official and/or agent regarding rezoning, special land use, site plan, change of use, certificate of occupancy and other proposals, submissions and applications pertaining to medical marihuana land uses.

Sec. 2-325. Prohibition of certain medical marihuana facilities.

- (a) Based on the findings set forth above and for the protection of the public health, safety and welfare of its citizens, and, except as provided in Section 2.325(b), the operation or establishment of any new medical marihuana facility, as defined by the Licensing Act, before the effective date of a city ordinance authorizing such facility and before obtaining a valid state operating license is prohibited.
- (b) That this moratorium and prohibitions imposed hereunder shall not be applicable to the following:
 - (1) A dwelling unit in a non-commercial location (as defined by the zoning ordinance) where a qualifying patient resides and is cultivating up to the maximum number marihuana plants as permitted by the MMMA for personal use or possesses up to the maximum amount of marihuana permitted by the MMMA for personal use.
 - (2) A building or structure (as defined by the zoning ordinance) other than a dwelling unit where no more than one qualifying patient is cultivating up to the maximum number of marihuana plants as permitted by the MMMA for personal use or possesses up to the maximum amount of marihuana permitted by the MMMA for personal use.
 - (3) A dwelling unit (or other building or structure) in a non-commercial location where no more than one primary caregiver is cultivating up to the maximum number marihuana plants as permitted by the MMMA for assisting qualified patient(s) or possesses up to the maximum amount of marihuana permitted by the MMMA for assisting a qualifying patient(s) as regulated by the MMMA and city ordinance.

- (4) For purposes of 2-325(b)(1), (2) and (3) above, the "maximum amount of marihuana permitted by the MMMA" includes marihuana infused products as defined, regulated and permitted by the MMMA.
- (c) That city council directs the city administration to continue its research, investigation and study and make specific recommendations regarding the potential regulation of those activities requiring a state operating license, as well as any modifications needed to the existing Medical Marihuana Home Occupation Ordinance.
- (d) Nothing herein shall restrict a licensed physician from prescribing medical marihuana to be used for medical purposes compliant with state law.
- (e) It is the intent of this ordinance that no person establish or operate a medical marihuana facility in the city without: i) a city ordinance authorizing such facility; and ii) possessing a valid and effective license issued by the Medical Marihuana Licensing Board.
- (f) That during the period of this moratorium, any entity or property owner alleging that the deferred review resulting from the moratorium will result in the denial of all viable economic use of property or would otherwise result in a violation of applicable federal or state law shall be entitled to file a petition in writing with the city manager setting forth the petitioner's claims and supporting facts and evidence for the requested relief. The city manager shall, no later than 30 days after the filing of the petition, respond to the petitioner in writing with findings and conclusions with respect to whether or not the petitioner has demonstrated that all viable economic use of the property has been denied by the deferred review, and/or whether or not the moratorium as applied to the petitioner violates applicable law. If the city manager determines that the petition should be granted, the city manager shall grant relief from the moratorium ordinance for the petitioner to the extent necessary to cure the violation.
- (g) If any section, clause or provision of this moratorium ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void, illegal or ineffective shall thereby cease to be a part of this moratorium ordinance but the remainder of this ordinance shall stand and be in full force and effect.

Sec. 2-326. Expiration.

The moratorium imposed by this ordinance shall expire the earlier of: i) the date which is established by the Department of Licensing and Regulatory Affairs for the acceptance and review of applications for a state operating license; or ii) 360 days from the effective date of the Licensing Act.

Sec. 2-327. Penalty.

- (a) Any person, firm, association, partnership, corporation or entity that violates any of the provisions of this article shall be deemed responsible for a municipal civil infraction which shall be punishable by a civil fine as provided for Section 1-7(e) of this Code. The director of the department of community development and the chief of police and other persons who are employed by the city in these departments and duly authorized by the director/chief are authorized to issue municipal civil infraction citations for violation of this article.

- (b) Additionally, the violator shall pay costs which may include all expenses direct and indirect to which the city has been put in connection with the municipal infraction.
- (c) Notwithstanding any other remedy, the city shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order or other appropriate remedy to compel compliance with this article.
- (d) Each day that a violation of this article continues to exist shall constitute a separate violation of this article.

Dated: _____

James R. Hudson, City Clerk

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Summary of Public Acts 281, 282, and 283, effective, December 20, 2016

Public Act 281:

The Board:

Public Act 281 creates the Medical Marihuana Licensing Board (the “Board”) within the Department of Licensing and Regulatory Affairs (“LARA”), and gives it authority to regulate the activity and operation of medical marihuana facilities within the State.

The Board will be comprised of five members appointed by the Governor. Members may not have a direct or indirect financial interest in a marihuana facility or applicant, must be of good moral character, and may not have been convicted of any felony or a misdemeanor involving a controlled substance, dishonesty, theft, or fraud. Additionally, no more than three of the members may come from the same political party.

Each Board member will serve for a term of four years. For initial appointments, however, one member will serve a term of two years, and two members will serve three-year terms in order to stagger future turnover.

The Board, in conjunction with LARA, may also hire staff as needed, including a full-time executive director.

Duties of the Board:

The primary duties of the Board are implementing and administering the Medical Marihuana Facilities Licensing Act, making licensing determinations, overseeing the activities of licensed medical marihuana facilities, and working with LARA to promulgate administrative rules relating to the operation, health, and safety of marihuana facilities.

It should be noted that the law specifically provides that LARA, in consultation with the Board, cannot promulgate a rule capping the number of marihuana facilities in the State.

Licenses:

The law becomes effective December 20, 2016.

Three-hundred and sixty (360) days later, individuals and businesses will be able to begin applying to the Board for licenses as growers, processors, provisioning centers, secure transporters, and safety compliance facilities.

When applying for any license, applicants must provide the Board with general identifying information, including information on every person who has an ownership interest in the applicant, as well as criminal, licensing, and financial background information.

As part of the application, the applicant must also notify the municipality in which it would operate that it is seeking a license.

Local control is key! Marihuana facilities may not operate unless the municipality in which they wish to locate has adopted an ordinance specifically authorizing the type of facility.

Municipalities also may limit both the number and type of marihuana facilities allowed within their borders. Those cities, villages, and townships may also pass their own regulations relating to marihuana facilities, including zoning ordinances, but may not contradict state regulation.

Once it receives notice from an applicant, a municipality has 90 days to submit the following information to the Board: (1) the ordinance authorizing the marihuana facility; (2) a copy of any applicable zoning regulations; and (3) a description of any marihuana-related ordinance violations committed by the applicant. Municipalities may also require an annual licensing fee of up to \$5,000.

Certain individuals are ineligible for a license under the legislation, including individuals convicted of or released from incarceration for a felony within the past 10 years, individuals convicted of a controlled substance-related felony within the past 10 years, and individuals convicted of a misdemeanor relating to a controlled substance violation, theft, dishonesty or fraud within the past five years.

Additionally, until June 30, 2018, individual applicants must have been a

resident of the State for the immediately preceding two years in order to be eligible for a license. Also, before a license can be granted or renewed, an applicant or licensee must demonstrate that they can cover at least \$100,000 worth of liability for bodily injury to lawful users resulting from the manufacture, distribution, transportation, or sale of adulterated marihuana or marihuana-infused products.

In reviewing applications, the Board must conduct a thorough background investigation on all applicants.

Once issued, licenses are valid for one year and renewable annually, and may not be sold, transferred, or purchased without the approval of the Board.

The law creates five new types of licenses:

Grower:

A grower is defined as an entity that cultivates, dries, trims, or cures and packages marihuana.

The law creates three separate classes of grower licenses, each authorizing the facility to cultivate a defined number of plants:

- Class A: Up to 500 Plants
- Class B: Up to 1,000 Plants
- Class C: Up to 1,500 Plants

The law defines the term “plant” to include “any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.”

Growers may only sell marihuana seeds or marihuana plants to other growers, and other forms of marihuana may only be sold to a processor or provisioning center.

Growers and their investors may not have an interest in a secure transporter or safety compliance facility.

Until December 31, 2021, each grower must employ an individual who has at least two years’ experience as a registered primary caregiver. However, no

grower or employee of a grower may be a licensed caregiver at the time that he or she is licensed as, or employed by, a grower. Moreover, a grower may only operate in an area that is either not zoned or zoned for agricultural or industrial use.

Processor:

A processor is an entity that extracts resin from marihuana or creates and packages marihuana-infused products.

A processor license authorizes an entity to purchase marihuana from a grower and to sell processed marihuana or marihuana-infused products to provisioning centers.

Processors and their investors may not have any interest in a secure transporter or safety compliance facility.

Until December 31, 2021, each processor must employ someone who has at least two years' experience as a registered primary caregiver. However, no processor or employee of a processor may be a licensed caregiver at the time he or she is licensed as or employed by a processor.

Secure Transporter:

A secure transporter license authorizes the licensee to store and transport marihuana and money associated with the purchase and sale of marihuana between facilities.

All marihuana that is transported between facilities must be shipped by a secure transporter.

The secure transporter cannot transport marihuana for a sale to a patient or a primary caregiver.

In order to be eligible for a secure transporter license, an applicant and its investors cannot have an interest in any other medical marihuana facility, and may not be a registered patient or caregiver.

Secure transporters must comply with all of the following requirements:

- All drivers must have chauffeur's licenses issued by the State.
- No employee can have been convicted of or released from incarceration for a felony within the past five years, or have been convicted of a controlled substance-related misdemeanor within the same time period.
- Each vehicle used by the secure transporter must be operated by a two-person crew, with at least one individual remaining with the vehicle at all times when transporting marihuana.
- For every trip involving the transport of marihuana, a route plan and manifest must be entered into the statewide monitoring system, and a copy must be kept inside the vehicle at all times and made available to law enforcement upon request.
- All marihuana must be kept in one or more sealed containers that are not accessible during transit.
- All vehicles used to transport marihuana must not have any markings that would indicate that the vehicle is carrying marihuana.

Provisioning Center:

A provisioning center is an entity that sells or provides marihuana to patients and caregivers.

A provisioning center may receive marihuana only from a grower or processor, and may only transfer marihuana to a qualifying patient, registered primary caregiver, or safety compliance facility.

Applicants and provisioning center investors may not have an interest in either a secure transporter or safety compliance facility.

Provisioning centers must comply with all of the following:

- Make sales to patients only after the marihuana has been tested and labeled.
- Enter all transactions, inventory, and other required information into the statewide monitoring system.
- Check that all patients sold to are listed as valid cardholders in the statewide monitoring system and will not exceed any daily purchasing limits set through rulemaking.
- Not sell alcohol or tobacco, or allow the consumption thereof on the premises.

- Not allow a physician to conduct medical examinations on the premises for the purpose helping individuals to obtain a registry identification card.

Safety Compliance Facility:

A safety compliance facility is a laboratory that tests marihuana for contaminants, as well as for THC and other cannabinoids.

For testing purposes, a safety compliance facility may receive marihuana from any marihuana facility or up to 2.5 ounces from a primary caregiver.

However, a safety compliance facility may only return marihuana to a marihuana facility, not to a primary caregiver.

Within one year of receiving a license, a safety compliance facility must be accredited by an entity approved by the Board, or have previously provided drug testing services to the State or the State's court system and be a vendor in good standing in regard to providing such services.

Additionally, safety compliance facility license applicants and investors may not have interests in any other medical marihuana facility. Safety compliance facilities must also have at least one employee with an advanced medical or laboratory science degree.

Safety compliance facilities must comply with all of the following:

- Perform tests to certify that marihuana is reasonably free from chemical residues.
- Use validated test methods to determine THC and other cannabinoid levels
- Perform tests to determine whether marihuana complies with microbial and mycotoxin content standards established by LARA.
- Perform other tests as prescribed by rulemaking.
- Hold a second laboratory space that is inaccessible to the general public.

Lastly, a “statewide monitoring system” will be put into place. An Internet-based, statewide database will be established, implemented, and maintained by LARA, that is available to licensees, law enforcement agencies, and authorized state department and agencies on a 24-hour basis for verifying registry identification cards, tracking marihuana and transportation by

licensees, including transferee, date, quantity and price, and verifying in commercially reasonable time that the patient or caregiver is authorized to receive under section 4 of the Michigan Medical Marihuana Act.

Taxes, Fees, and Funds:

The law establishes a 3 percent tax on the gross retail receipts of all provisioning centers. This revenue will be deposited into the Medical Marihuana Excise Fund and distributed as follows:

- 25 percent to municipalities in which facilities are located, allocated in proportion to the number of facilities within the municipality.
- 30 percent to counties in which facilities are located, allocated in proportion to the number of facilities within the county.
- 5 percent to counties in which facilities are located, allocated in proportion to the number of facilities within the county, and earmarked specifically for the county sheriff.
- 30 percent to the State. Until September 30, 2018, this money will be deposited in the General Fund, and thereafter, the money will be deposited into the State's First Responder Presumed Coverage Fund, which is used to provide funding for firefighters who develop certain types of cancer.
- 5 percent to the Michigan Commission on Law Enforcement Standards.
- 5 percent to the Michigan State Police.

The law also creates a regulatory assessment to be imposed upon all licensees except safety compliance facilities.

The assessment will be calculated annually to cover the costs of medical marihuana-related services provided by various State departments, to provide funds for substance abuse-related programs, to cover expenses related to field sobriety tests, and to provide for the administrative costs of the Michigan Commission on Law Enforcement Standards.

Each applicable facility will then pay a proportionate amount of the assessment, which will go into the newly-created Marihuana Regulatory Fund.

Public Act 282:

Public Act 282 requires LARA to establish, maintain, and utilize (either directly or through contract) a “seed-to-sale” tracking system that will track all marihuana that is grown, processed, transferred, stored, or disposed of under the Medical Marihuana Facilities Licensing Act (marihuana grown by caregivers will not be within the seed-to-sale system.)

The law requires all licensees to use a third-party inventory control and tracking system that will allow them to interface with the statewide monitoring system in order to enter and access information.

Public Act 283:

Marihuana Infused Products:

The law amends the MMMA to allow for the possession, manufacture, and use of marihuana-infused products, such as foodstuffs, oils, lotions, etc.

Under the law, a patient or his or her caregiver will be able to possess up to 2.5 ounces of combined usable marihuana and “usable marihuana equivalent,” which is the amount of usable marihuana in a marihuana-infused product.

Public Act 243 sets the following as equivalent to one ounce of usable marihuana:

- 16 ounces of marihuana-infused product in a solid form
- 7 grams of marihuana-infused product in a gaseous form
- 36 fluid ounces of marihuana-infused product in a liquid form

The law also establishes a rebuttable presumption that any weight listed on the packaging of a marihuana-infused product is accurate.

Also under the law, a patient will be able to possess, for example, 16 ounces of marihuana-infused brownies or marihuana-infused water and an additional 1.5 ounces of usable marihuana.

Public Act 243 provides protections for patients and caregivers who manufacture or possess marihuana-infused products consistent with the language in the bill.

Moreover, Public Act 243 protects patients and caregivers from arrest, prosecution, or penalty for purchasing marihuana from a provisioning center, selling marihuana seeds or seedlings to a licensed grower, or transporting marihuana to and from a safety compliance facility for testing.

The law also prohibits a patient or caregiver from transporting a marihuana-infused product in a motor vehicle, unless one of the following circumstances is met:

- A patient is transporting a marihuana-infused product in a package that is sealed and labeled with the weight of the product, name of the manufacturer and person from whom the product was received, and date of manufacture and receipt. The marihuana-infused product must also be transported in the trunk of the vehicle or, if the vehicle does not have a trunk, is not accessible from the interior of the vehicle.
- A caregiver is transporting a marihuana-infused product in a case that is accompanied by an accurate manifest that states the weight of the product, name and address of the manufacturer, date of manufacture, destination name and address, date and time of departure, estimated date and time of arrival, and, if applicable, name and address of the person from whom the product was received and the date of receipt. The marihuana-infused product must also be transported in the trunk of the vehicle or, if the vehicle does not have a trunk, is not accessible from the interior of the vehicle.
- A caregiver is transporting a marihuana-infused product for his or her child, spouse, or parent, and the marihuana-infused product is in a package that is sealed and labeled with the weight of the product, name of the manufacturer and person from whom the product was received, name of the qualifying patient, and date of manufacture and receipt. The marihuana-infused product must also be transported in the trunk of the vehicle or, if the vehicle does not have a trunk, is not accessible from the interior of the vehicle.

An individual who violates any of these transportation requirements is responsible for a civil fine of no more than \$250.

The law also prohibits a medical marihuana patient from operating a

snowmobile or ORV while under the influence of marihuana, just as the MMMA already prohibits a patient from operating a motor vehicle, aircraft, or motorboat under the influence of marihuana.

Moreover, Public Act 243 also prohibits the use of butane to extract marihuana resin in a public place, motor vehicle, or a residential structure or its curtilage.

A person who does either will not be able to assert a Section 8 affirmative defense against any criminal charges arising from operating a vehicle under the influence of marihuana or unlawfully conducting butane hash oil extraction.

Lastly, retroactive application of this law does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement.

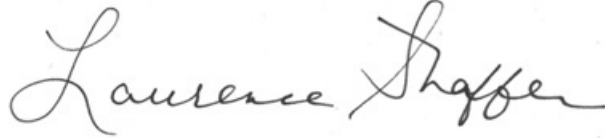
Conclusion

Within three months of the effective date of the Act, December 20, 2016, the Governor must appoint members of the Marihuana Advisory Panel, which consist a group of government officials, representatives of the cannabis industry, local law enforcement, and municipalities who will make recommendations to the Board regarding the promulgation of rules. That panel must first meet within one month of being appointed.

Additionally, rules must be promulgated as applicants can begin applying for licenses 12 months after December 20, 2016. Language was included in an enacting section of Public Act 281 to allow LARA to begin promulgating emergency rules.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Sale of City Property – westerly portion of 5800 and 5710 Lovers Lane

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council adopt the resolution to sell the westerly portion of city-owned property addressed as 5800 and 5710 Lovers Lane, place the resolution on file with the Office of the City Clerk for 28 days, and take final action on December 6, 2016.

Over the past year, the City Administration has been in discussion with American Village Builders (Milham TIC) regarding the sale of the westerly portion of city-owned property addressed as 5800 and 5710 Lovers Lane. These properties were initially acquired by the City of Portage to facilitate the expansion of Lovers Lane and extend the Portage Creek Bicentennial Park Trail. Due to the timing of the purchase of these properties and the construction of the trail extension in 2000, American Village Builders (D&J Real Estate, LLC) granted the city an easement in 1999 to construct the trail extension along the eastern perimeter of their property at 5930 Tech Park Way. The easement stipulated that the city would relocate the trail near Portage Creek at a future date acceptable to both parties, if the city was able to acquire adjoining land. While the properties at 5800 and 5710 Lovers Lane were purchased in 2003 and 2004 respectively, both parties agreed to allow the trail to remain until land area at 5930 Tech Park Way was needed for future industrial development.

In late 2014, American Village Builders (AVB) began discussions with two development prospects and approached the city regarding the need to relocate the trail at 5930 Tech Park Way. In addition to moving the Portage Creek Bicentennial Park Trail, AVB requested to purchase the land west of Portage Creek to provide a larger area for the new industrial development projects. Upon further review, the City Administration determined there was no public use for the land-locked property west of Portage Creek and the proposed relocated trail location.

Based on a May 2015 appraisal prepared for the city by Kal-Creek Appraisal, the approximate 4.8-acre area has an estimated market value of \$86,000. Subsequent to receipt of this report, AVB offered to purchase the westerly portion of the city-owned property for \$86,000. Due to the condition of Tech Park Way, which has a current PASER rating of 4 (on a 10-point scale, with one being poor and 10 being excellent), AVB has requested as part of the purchase agreement that the city resurface the roadway within 12 months after completion of an industrial development project or 36 months, whichever occurs first. With regard to future development along Tech Park Way, the north 12.5 acres of 5930 Tech Park Way were purchased in June 2016 by Pro Services. In July 2016, a site plan was approved for a 38,000-square-foot development to house Pro Services University, a vocational school that will provide workforce training for industrial Facility Maintenance Technicians. In September

2016, the city completed relocation of the Portage Creek Bicentennial Park Trail necessary for both the Pro Services project and other development in the vicinity. In addition to the Pro Services development project, AVB continues its efforts to facilitate additional development along the southern portion of Tech Park Way, which would include the city-owned properties it is requesting to purchase.

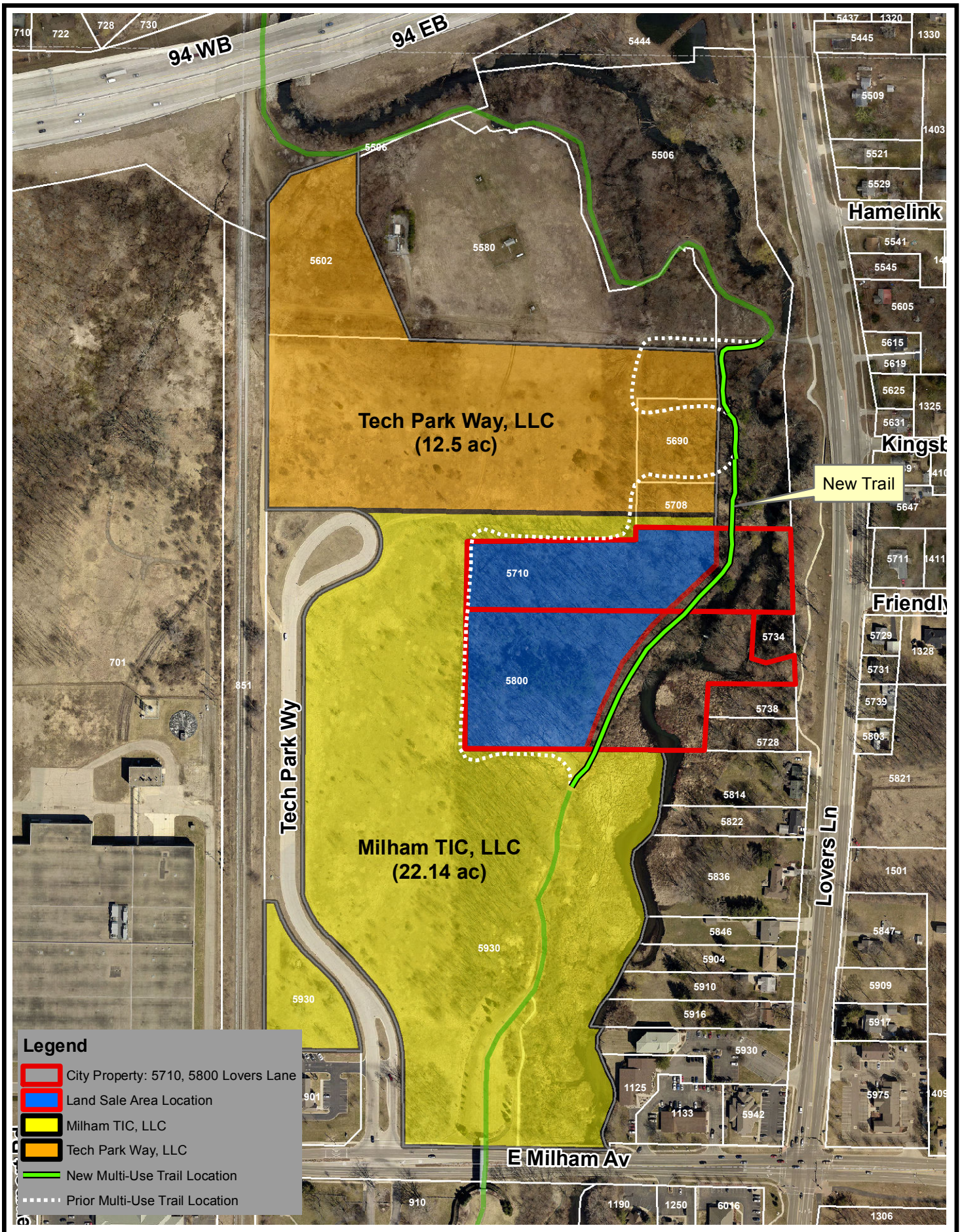
The City Administration has reviewed the offer and conditions requested by AVB and recommends approval of the Real Estate Purchase Agreement. The attached Real Estate Purchase Agreement has been prepared by the City Attorney and signed by AVB (Milham TIC) as noted above.

It is recommended that Council adopt the attached resolution to sell the westerly portion of city property located at 5800 and 5710 Lovers Lane, place the resolution on file with the Office of the City Clerk for 28 days, and take final action on December 6, 2016.

FUNDING: Not Applicable

Attachments:

1. Vicinity Map
2. Real Estate Purchase Agreement
3. Resolution for 5800 and 5710 Lovers Lane



Vicinity Map Exhibit A

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into on this ____ day of _____, 2016 (the "Execution Date"), by and between The City of Portage, a municipal corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, ("Seller"), and DMilham, LLC, a Michigan limited liability company, whose address is 4200 West Centre Avenue, Portage, Michigan 49024, as an undivided one-half interest, and JMilham, LLC, a Michigan limited liability company, whose address is 4200 West Centre Avenue, Portage, MI 49024, as an undivided one-half interest, as tenants in common (collectively referred to as "Milham TIC" herein) ("Purchaser").

RECITALS

A. Seller owns vacant unimproved real estate approximately 4.8 acres (the "Property") located in City of Portage, Kalamazoo County, Michigan, which is legally described and shown in Exhibit A.

B. The Property is partially located at 5800 and 5710 Lovers lane, Portage, Michigan;

C. Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, the Property, together with all easements, rights, appurtenances and hereditaments thereunto;

D. Seller no longer desires to own and maintain the Property.

E. The inclusion of The Properties into the existing land holdings of Milham TIC will create a 38.5 acre development parcel as shown in Exhibit B. The existing 33.7 acres have been sitting ready for development but undeveloped since they were purchased by Milham TIC in 1998. Recently the market has become more active for good industrial parcels and this Agreement should help facilitate expedited development. The larger parcel will allow the existing Milham TIC to be developed both more expeditiously and in a more appealing fashion for the community at large.

F. That the City will make certain improvements to Tech Park Way, as part of the consideration for this Agreement. Tech Park Way is shown in Exhibit C.

NOW, THEREFORE, the parties, in consideration of the mutual covenants herein, agree as follows:

ARTICLE ONE **PURCHASE PRICE**

1.1 The Purchase Price for the Property ("Purchase Price") shall be the sum of Eighty Six Thousand (\$86,000.00) Dollars. The Purchase Price, less the Earnest Money Deposit defined below, and adjusted by other charges and credits set forth herein, shall be delivered at Closing and immediately available subject to the terms and conditions of this Agreement.

1.2 Upon payment of the balance owed to Seller under this Agreement and contingent upon Purchaser's compliance with all terms and conditions of this Agreement, Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed in recordable form, conveying marketable title to the Property to the Purchaser.

ARTICLE TWO

PERSONAL PROPERTY AND IMPROVEMENTS

All personal property that Seller desires to retain shall be removed from the Property before Closing.

ARTICLE THREE

MAINTENANCE OF PROPERTY

Seller shall not commit or allow any waste or nuisance on the Property.

ARTICLE FOUR

EARNEST MONEY DEPOSIT

As evidence of good faith, Purchaser has deposited Five Thousand (\$5,000.00) Dollars on account of the Purchase Price. Subject to the rights of Purchaser to terminate and receive a refund of the Earnest Money Deposit ("Deposit") as provided herein, the Deposit shall be non-refundable. The Deposit shall be credited against the Purchase Price at Closing and held by Chicago Title Company.

ARTICLE FIVE

REAL ESTATE COMMISSION

Each party shall be liable for their own brokerage/agent fees, if any. Each party agrees to indemnify the other party against, and to hold the other party harmless from any and all liabilities and agrees to pay any final judgment obtained by any person claiming broker's commissions or finder's fees or rights to similar compensation on account of services purportedly rendered on behalf of that party in connection with this Agreement. Some members of the Purchasers are licensed real estate brokers in the State of Michigan.

ARTICLE SIX

CLOSING

6.1 Purchaser acknowledges that this Agreement shall be contingent upon final approval of the Portage City Council (the "Council"). The date of such approval shall be deemed the "Effective Date" of this Agreement. Seller shall provide Purchaser with written notice of such approval or any other disposition of this Agreement by the Council. Purchaser also understands and acknowledges that this Agreement must be on file with the Portage City Clerk for twenty-eight (28) days before final approval can be granted by Seller through its Council. Purchaser agrees that Seller has made no representations or warranties with regard to Council's final decision. If the Council decides not to approve the Agreement, this Agreement shall automatically terminate and Purchaser may have return of the Deposit and each party shall assume the responsibility for all costs expended with regard to this Agreement without further liability to each other and neither party will have any obligation or liability under this Agreement.

6.2 The date of Closing (the "Closing Date") shall take place within ten (10) days following expiration of the Inspection Period or within ten (10) days following Purchaser's written notification to Seller that Purchaser has waived its contingencies and all of the requirements set forth in this Agreement have been fulfilled to the full satisfaction of Purchaser and Seller, whichever is later.

6.3 If the Closing of the sale is delayed by (i) reasons of delay not the fault of Seller in obtaining a Title Insurance Commitment; or (ii) title defects that can be corrected, an extension period of thirty (30) days shall be allowed for Closing by written notice from Seller to Purchaser prior to the originally scheduled date for Closing. Possession of the Property shall be given at Closing, subject only to Permitted Encumbrances (as defined herein).

6.4 Purchaser and Seller shall each pay all of their own costs incurred incident to the preparation, execution and delivery of this Agreement and the performance of their obligations hereunder including, without limitation, the fees of counsel, accountants and consultants, real estate agents, brokers and finders, whether or not the transactions contemplated by this Agreement shall be consummated.

6.5 The parties shall equally divide the fees charged by the closing agent and any escrow fee charged by the title company.

6.6 At Closing:

- a. Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed in recordable form, conveying marketable fee simple title to the Property to Purchaser, subject only to any Permitted Encumbrances (as defined herein).
- b. Seller shall provide whatever documentation which may be reasonably required by the title insurer to warrant that there are no unpaid claims which have created or could lead to the creation of liens on the Property, including evidence that all contractors, subcontractors, and supplies have been paid in full and released all liens.
- c. Each party shall execute a closing statement to evidence the transaction.
- d. The parties shall furnish to each other such other documents as are necessary and appropriate for the consummation of this transaction, and shall indicate that the parties executing the documents have the authority to enter into this Agreement, consummate the sale contemplated hereby, and execute and perform all documents hereunder. If necessary, the parties shall obtain resolution of board of directors of appropriate entities authorizing the transaction and naming the party having authority to execute the documents.

ARTICLE SEVEN

CONDITIONS PRECEDENT

Purchaser shall have the time so stated in this Article Seven to satisfy or waive the conditions precedent contained therein. Notwithstanding any provision to the contrary herein, funds expended by Purchaser with regard to paragraphs A and C herein shall be paid by Purchaser.

A. INSPECTIONS

7.1 Purchaser, its employees, agents or representatives, at its sole expense, shall have the right to enter the Property and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised or assessed for any purpose desired by Purchaser. The inspection period (the "Inspection Period") shall begin on the Effective Date, and shall end sixty (60) days thereafter. Seller shall reasonably cooperate with Purchaser in the course of Purchaser's investigations to provide such documents relating to the Property as reasonably requested by Purchaser. Seller specifically acknowledges that pursuant to this paragraph, Purchaser shall have the right to enter the Property to have a Phase I and/or a Phase II Environmental Study and a Baseline Environmental Assessment (BEA) performed.

7.2 During such periods of time as Purchaser is allowed to enter the Property pursuant to the terms of this Agreement, Purchaser shall make commercially reasonable efforts to protect the Property from damage, and Purchaser shall promptly restore or cause to be restored that portion of the Property so damaged to the condition existing prior to such damage. Purchaser shall not permit a construction, mechanic's materialmen's or other lien to be filed against any of the Property as the result of any work, labor, service or materials performed or furnished by, for or to Purchaser, its employees, agents and/or contractors. If any such lien shall at any time be filed against the Property, Purchaser shall, without expense to Seller, cause the same to be discharged of record by payment bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days of the filing thereof.

7.3 Seller has delivered to Purchaser, or will make available, if requested by Purchaser and if in Seller's possession, within ten (10) days of the Effective Date: (i) all existing surveys, drawings, site plans, topography plans and any other drawings or plans related to the Property; (ii) copies of all engineering reports, soil studies, drainage studies, environmental assessments or reports, and wetland and floodplain studies; (iii) copies of all service agreements currently in place with regard to the Property, if any; (iv) copies of all leases and agreements related to the Property, if any, including without limitation any documents, instruments and agreements between the Seller and the Michigan Department of Environmental Quality, and (v) copies of all development, site plan and zoning approvals. The foregoing (i) through (v) are collectively referred to as the "Property Reports". Seller agrees to cooperate with Purchaser to have the Property Reports updated, renewed or certified to Purchaser, at Purchaser's cost, if so desired by Purchaser. Seller hereby represents and warrants that the Property Reports delivered pursuant to this Section 7.3 are the only Property Reports in Seller's possession, to Seller's knowledge.

7.4 If at any time prior to the expiration of the Inspection Period, Purchaser deems the Property or any aspect or condition thereof unsuitable to Purchaser, including without limitation any matter disclosed by the Property Reports, Purchaser may terminate this Agreement by delivering written notice to Seller of such termination. In the event that such notice shall be given, the Deposit shall be returned to Purchaser and this Agreement shall be

deemed void. If Purchaser shall fail to provide such written notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with the condition of the Property and shall be obligated to proceed with the transaction in accordance with the other terms and conditions of this Agreement.

B. TITLE

7.5 Seller agrees, at Seller's sole cost and expense, to furnish Purchaser with a commitment from Chicago Title of Michigan to issue to Purchaser, at or as soon as possible after Closing, its ALTA Form B Owner's title insurance policy, in the amount of the purchase price, insuring title to the Property to be in good and marketable condition, free and clear of any liens and encumbrances except those liens and encumbrances specifically waived by Purchaser pursuant to the following Section or deemed waived by Purchaser's failure to give notice pursuant to the following Section. Seller shall furnish Purchaser with the aforesaid title commitment together with copies of all items shown therein as soon as possible, but no later than ten (10) days following the Effective Date.

7.6 If the Title Insurance Commitment shall disclose any matter unacceptable to the Purchaser, the Purchaser shall notify the Seller in writing, of such matter, within ten (10) days after receipt of the Title Insurance Commitment, and copies of all items shown therein. In the event that the Seller is unable to have such matter removed from the Title Insurance Commitment, or otherwise cure such matter within twenty (20) days after receipt of such notice, the Purchaser shall have five (5) days thereafter to (i) waive such matter and proceed with the closing; or (ii) elect not to proceed with the purchase of the Property and provide written notice of such decision within the five (5) day period, whereupon all liability hereunder shall terminate and the Deposit shall be returned to Purchaser.

C. SURVEY

7.7 Purchaser may, within five (5) days of the Effective Date, and at its expense, order an updated ALTA survey of the Property showing the location of all structures, existing easements, restrictions and encumbrances thereon. If the survey shall reveal any state of facts unacceptable to Purchaser, then Purchaser shall have ten (10) days after receipt of the survey either (i) waive such defect(s) or state of facts and proceed with the closing; or (ii) elect not to proceed with the purchase of the Property and provide written notice of its decision within the ten (10) day period, whereupon all liability hereunder shall terminate and the Deposit shall be returned to Purchaser.

ARTICLE EIGHT TAXES

8.1 The parties acknowledge that the Property is not subject to ad valorem taxes during the period Seller, as a municipality, owned the Property. Otherwise, all taxes and assessments which have become a lien on the Property at the time of Closing shall be paid by the Seller. Current real estate taxes except special assessments shall be pro-rated and adjusted as of the date of Closing and shall be deemed to cover the calendar year in which they become due and payable. Taxes shall be deemed due and payable as follows:

- a. Winter taxes - December 1st; and
- b. Summer taxes - July 1st or August 1st.

8.2 The balance amount owing on the lien of any special assessment, as well as all unpaid installments of any assessments levied prior to the date of Closing shall be paid by Seller.

8.3 Any charges for electricity, water/sewer or gas shall be paid by the Seller to the Closing Date.

8.4 The parties acknowledge that the Seller is not subject to transfer taxes as a municipal grantor. However, transfer taxes, if owed, shall be paid by Seller.

8.5 All other items customarily pro-rated or required by any other provision of this Agreement shall be pro-rated or adjusted on the basis that Purchaser is the owner as of the date of Closing.

ARTICLE NINE

REPRESENTATIONS AND WARRANTIES

9.1 Except as otherwise provided or acknowledged in this Agreement, Seller represents, covenants and warrants as follows:

- a. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof.
- b. Seller has no knowledge of any other persons or entities claiming a right to possession of the Seller.
- c. Seller has good and marketable fee simple title to the Property, free and clear of all liens and other encumbrances other than any Permitted Encumbrances (as defined herein) and subject to the matters contained in the title commitment.
- d. There are no leases, tenancies, rights of first refusal, rights of first offer, options or other instruments or agreements with respect to the Property.

9.2 "AS IS". Purchaser agrees that it has inspected and will continue to inspect and assess the Property and that Purchaser will rely solely upon such inspection and assessment in electing whether or not to purchase the Property. **IT IS UNDERSTOOD AND AGREED BY SELLER AND PURCHASER THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW. IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BY SELLER AND PURCHASER THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE WITH REGARD TO THE PROPERTY.**

Purchaser agrees that the provisions of this paragraph are a material inducement to Seller in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby and that, but for the provisions of this paragraph, Seller would not have executed this Agreement or agreed to sell the Property on the terms and conditions contained herein.

9.3 Seller shall not, without Purchaser's written consent: (i) grant, convey or enter into any easement, lease, license or other legal or beneficial interest in or to the Property; or (ii) enter into any contract, service contract or option agreement to transfer, convey or encumber the Property or any portion thereof. Seller shall notify Purchaser upon receipt of any knowledge or notice of any threatened or pending: (i) condemnation; (ii) action in lieu of condemnation; (iii) zoning change; (iv) assessment; (v) lien; (vi) claim; (vii) encumbrance; or (viii) a similar matter that may affect the Property, its operation or development.

9.4 Except as otherwise provided or acknowledged in this Agreement, Purchaser represents, covenants and warrants as follows:

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

9.5 Purchaser may seek approvals, permits or licenses for Purchaser's intended use of the Property. Seller makes no representation as to whether any approval, permit or license will be granted by the City or any other governmental agency and obtaining any approval, permit or license is not a condition of this Agreement. A denial (or approval with conditions) of any required or necessary approval, permit or license shall not constitute a breach of this Agreement by the Seller or give rise to any independent action for damages against Seller by Purchaser.

9.6 In the event that this Agreement is finalized and the sale of Property is closed according to this Agreement, the City will:

- a. Improve Tech Park Way by roto-milling at least the top two inches of asphalt and applying a bituminous asphalt surface, of at least the same thickness as was removed, according to City of Portage specifications for all-season roadways.
- b. Design, bid, construct, inspect and be responsible for all aspects of the roadway improvement project.

- c. Strive to complete the roadway improvement project not later than 12 months after an industrial development project is completed, but in no event later than 36 months after Closing.

ARTICLE TEN

UNPLATTED LANDS

Seller makes no representation as to whether the transfer is a land division under the Land Division Act. Seller is transferring to Purchaser all available divisions, if any, under Section 108 of the Land Division Act but makes no representations or warranties as to the number. Purchaser has not relied on any information or opinions of the Seller on this matter.

ARTICLE ELEVEN

DEFAULT AND REMEDIES

11.1 The parties hereto shall be in default under this Agreement if either shall (a) breach any warranty or representation under this Agreement, or (b) fail to perform any act required under this Agreement without curing such failure within ten (10) days' after receiving written notice from the non-defaulting party.

11.2 In the event any party hereto shall be in default under this Agreement, the non-defaulting party may (a) elect to terminate this Agreement (and demand return of Deposit if non-defaulting party is Purchaser) or to consummate the transactions contemplated hereby if such default occurs prior to the Closing Date; (b) institute an action against the defaulting party to compel rectification and correction (including specific performance of this Agreement if non-defaulting party is Seller), or to recover damages for such default; and (c) pursue any civil remedy which the non-defaulting party may have against the defaulting party.

ARTICLE TWELVE

EMINENT DOMAIN

Seller shall notify Purchaser within ten (10) days if the Property, or any portion thereof, shall be taken or threatened to be taken through the exercise of the power of eminent domain. Upon receiving such notice, Purchaser shall have the right to terminate this Agreement and have returned to them the Deposit made hereunder. If Purchaser should elect to terminate this Agreement, all of the proceeds of the taking shall become the property of Seller. If Purchaser, after receipt of such notice, nevertheless agrees to consummate the purchase and sale contemplated hereunder, the proceeds of taking shall belong to Purchaser.

ARTICLE THIRTEEN

TIME OF THE ESSENCE

Time is expressly declared to be of the essence of this Agreement. If extensions are not otherwise provided for, the parties may, in writing, agree to further extensions.

ARTICLE FOURTEEN

SURVIVAL

All agreements, representations, warranties and indemnities contained herein shall survive Closing. Failure of either party to complain of any action or omission on the part of the other party with respect to the matters contained herein, no matter how long the same may

continue, shall not be deemed to be a waiver by such party to subsequently insist on such performance. A waiver by either party at any time, expressed or implied, of any breach of the other party's agreements, covenants, promises, representations or warranties contained herein shall not be deemed a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or any other provision.

ARTICLE FIFTEEN MISCELLANEOUS

15.1 Pronouns. Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa.

15.2 Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties. It may not be amended, altered or modified unless done so in writing by the persons against whom enforcement of any waiver, change or modification or discharge is sought.

15.3 Notices. All notices and demands required or permitted under this Agreement shall be in writing and shall be served personally or by postage prepaid United States first-class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated herein or to such other place as may be designated by notice given in accordance with this section. Notice shall be deemed to have been given on the earlier of (a) the date when received, or (b) two (2) days after mailing if mailed in the State of Michigan. Notice shall be deemed properly addressed if sent to the following addresses:

If to Seller:
City of Portage, City Manager's Office
7900 S. Westnedge Avenue
Portage, MI 49002

If to Purchaser:
Milham TIC
Attn: Gregory A. Dobson
4200 West Centre Avenue
Portage, MI 49024

15.4 Headings. The headings contained herein are for the convenience of the parties and are not to be used in construing this Agreement.

15.5 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State.

15.6 Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

15.7 Waiver, Modification or Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. The failure of any party to insist in any one or more instances upon the strict

performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

15.8 Relationship of Parties. Nothing contained in this Agreement nor any act of the parties shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, of joint enterprise, or of any association between the parties hereto, nor shall anything contained in this Agreement or any act of the parties be construed to render any party liable for the debts or obligations of any other party.

15.9 Interpretation. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

15.10 Cumulative Remedies. All rights, remedies and resources available within this Agreement are separate and cumulative and may be pursued separately, successively or concurrently, and are nonexclusive, and the exercise of any one of them shall in no way limit the exercise of any other which any party may be entitled under the express terms of this Agreement.

15.11 Further Assurances. Each of the parties shall execute and deliver to the other parties any documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, and shall do all other things necessary to this end, all without charge therefor. If any party shall fail to comply with the provisions of this section, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

15.12 Assignment. This Agreement is personal to the parties and may not be assigned, sold or otherwise conveyed by any party. No party shall have any right to commute, encumber or dispose of the right to receive payments or performance under this Agreement. Payments and performance under this Agreement and the right thereto are expressly declared to be non-assignable and non-transferable, whether by voluntary or involuntary alienation, assignment or transfer.

15.13 Duplicate Originals, Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original but all of which shall constitute one and the same instrument.

15.14 Disclosure. This Agreement is subject to the Michigan Freedom of Information Act.

15.15 Authorization. Each party to this Agreement which is a corporation, limited partnership, general partnership, LLC, PLC, trust or other entity warrants and represents that it is properly authorized by its board of directors, stockholders, partners and/or holders of beneficial interests to enter into this Agreement.

15.16 Fax. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each

party. Neither party shall assert the Statute of Frauds or non-enforceability or invalidity of the Agreement because of fax copies being used, and both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.

15.17 Binding Agreement. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives and successors and shall run with the land.

15.18 Holidays. If any date of performance hereunder falls on a Saturday or Sunday or legal holiday, such date of performance shall be deferred to the next which is not a Saturday, Sunday or legal holiday.

ARTICLE SIXTEEN
DUE ON SALE

SELLER UNDERSTANDS THAT THE CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) AND/OR DEED IN ESCROW TO WHICH THE PROPERTY MAY BE SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER, OR REQUIRED BY LAW OR LEGISLATION.

ARTICLE SEVENTEEN
EFFECTIVE DATE

This Agreement shall not be effective unless Purchaser executes the Agreement and final approval is given by the Portage City Council.

IN WITNESS WHEREOF, the parties hereto agree this Agreement is executed on the day and year first above written.

PURCHASER:

MILHAM TIC

By: 

Gregory A. Dobson

Its: Authorized Agent

SELLER:

CITY OF PORTAGE

By: _____

Laurence Shaffer

Its: City Manager

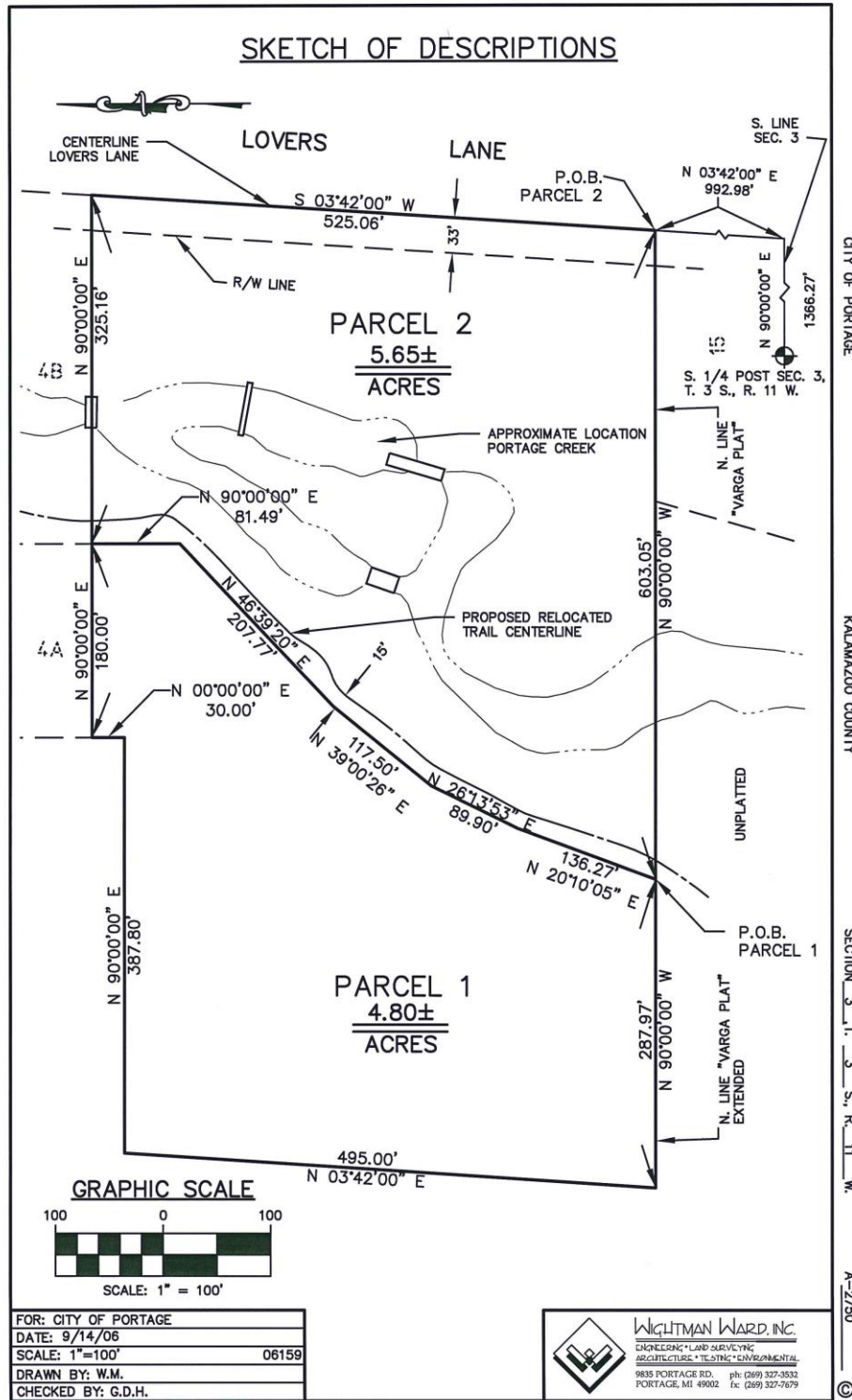
EFFECTIVE DATE
(Portage City Council)
(Approval)

Prepared by:
RANDALL L. BROWN
City Attorney
1662 East Centre Avenue
Portage, Michigan 49002
Phone: (269) 323-8812

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EXHIBIT A

SHEET 1 OF 2



LEGAL DESCRIPTIONS

PARCEL 1:

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SAID SECTION 3; THENCE EAST ON THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1366.27 FEET TO THE CENTERLINE OF LOVERS LANE; THENCE NORTH 03 DEGREES 42'00" EAST ON SAID CENTERLINE 992.98 FEET; THENCE NORTH 90 DEGREES 00'00" WEST PARALLEL WITH SAID SOUTH SECTION LINE AND ON THE NORTH LINE OF "VARGA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 17 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS 603.05 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 90 DEGREES 00'00" WEST 287.97 FEET; THENCE NORTH 03 DEGREES 42'00" EAST 495.00 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 387.80 FEET; THENCE NORTH 00 DEGREES 00'00" EAST 30.00 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 180.00 FEET; THENCE SOUTH 00 DEGREES 00'00" WEST 81.49 FEET; THENCE SOUTH 46 DEGREES 39'20" WEST 207.77 FEET; THENCE SOUTH 39 DEGREES 00'26" WEST 117.50 FEET; THENCE SOUTH 26 DEGREES 13'53" WEST 89.90 FEET; THENCE SOUTH 20 DEGREES 10'05" WEST 136.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.80 ACRES MORE OR LESS.

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

PARCEL 2:

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SAID SECTION 3; THENCE EAST ON THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1366.27 FEET TO THE CENTERLINE OF LOVERS LANE; THENCE NORTH 03 DEGREES 42'00" EAST ON SAID CENTERLINE 992.98 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 90 DEGREES 00'00" WEST PARALLEL WITH SAID SOUTH SECTION LINE AND ON THE NORTH LINE OF "VARGA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 17 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS 603.05 FEET; THENCE NORTH 20 DEGREES 10'05" EAST 136.27 FEET; THENCE NORTH 26 DEGREES 13'53" EAST 89.90 FEET; THENCE NORTH 39 DEGREES 00'26" EAST 117.50 FEET; THENCE NORTH 46 DEGREES 39'20" EAST 207.77 FEET; THENCE NORTH 00 DEGREES 00'00" EAST 81.49 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 325.16 FEET TO SAID CENTERLINE OF LOVERS LANE; THENCE SOUTH 03 DEGREES 42'00" WEST ON SAID CENTERLINE 525.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.65 ACRES MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

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

FOR: CITY OF PORTAGE	
DATE: 9/14/06	
SCALE: NONE	06159
DRAWN BY: W.M.	
CHECKED BY: G.D.H.	



WIGHTMAN WARD, INC.
ENGINEERING • LAND SURVEYING
ARCHITECTURE • TESTING • ENVIRONMENTAL
9835 PORTAGE RD. ph: (269) 327-3532
PORTAGE, MI 49002 fx: (269) 327-7679

CITY OF PORTAGE

KALAMAZOO COUNTY

SECTION 3, T. 3 S., R. 11 W.

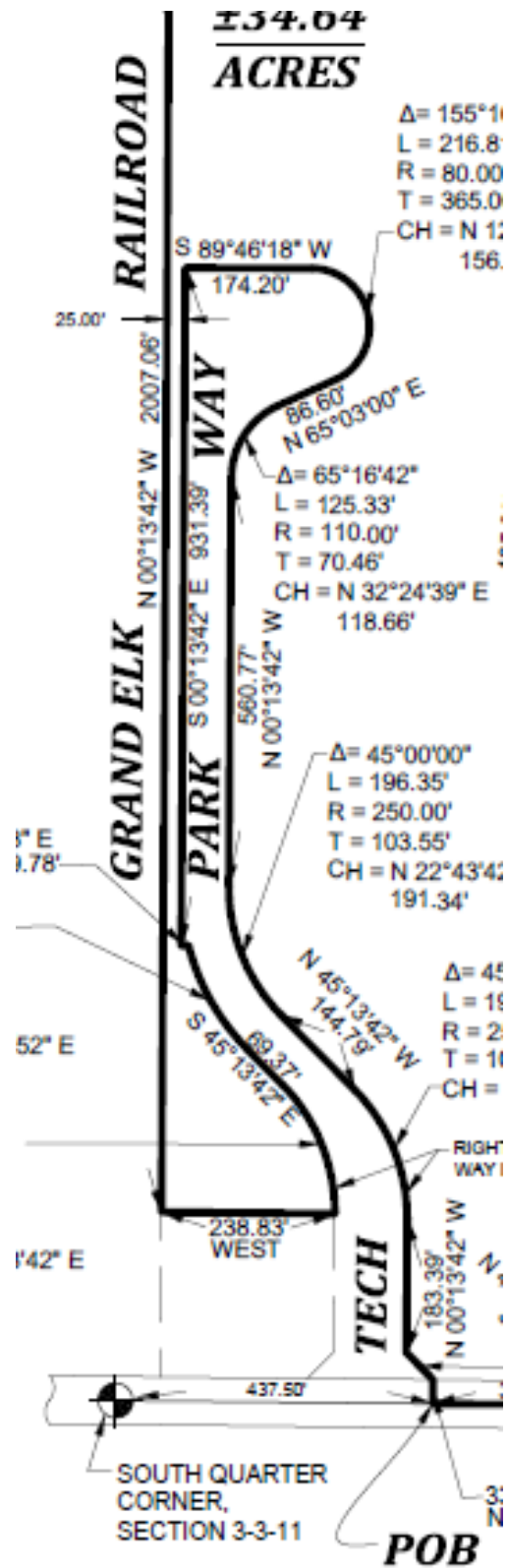
A-2750

©

EXHIBIT B



EXHIBIT C



**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 1 TO SELL REAL ESTATE**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 20__ at 7:30 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____.

WHEREAS, the City of Portage ("City") owns vacant unimproved real estate approximately 4.8 acres (the "Property") located in City of Portage, Kalamazoo County, Michigan;

WHEREAS, the Property is partially located at 5800 and 5710 Lovers Lane, Portage, Michigan;

WHEREAS, City no longer desires to own and maintain the Property;

NOW, THEREFORE, BE IT RESOLVED that the City of Portage sell the Property to DMilham, LLC, a Michigan limited liability company, and JMilham, LLC, a Michigan limited liability company, for the sum of \$86,000.00 and is described as follows:

All that certain parcel of real estate situated in the City of Portage, County of Kalamazoo and State of Michigan, to-wit:

See Exhibit A.

BE IT FURTHER RESOLVED that notice, in substantially the form attached as Exhibit B, be published in a newspaper of general circulation within the City, giving notice of the City's intent to sell the above described premises.

AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

RESOLUTION DECLARED ADOPTED: _____

James R. Hudson, City Clerk

CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 20__, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 20__.

JAMES R. HUDSON, City Clerk

Approved as to Form

Date: 10/20/2016


City Attorney

SHEET 2 OF 2

LEGAL DESCRIPTIONS

PARCEL 1:
PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SAID SECTION 3; THENCE EAST ON THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1366.27 FEET TO THE CENTERLINE OF LOVERS LANE; THENCE NORTH 03 DEGREES 42'00" EAST ON SAID CENTERLINE 992.98 FEET; THENCE NORTH 90 DEGREES 00'00" WEST PARALLEL WITH SAID SOUTH SECTION LINE AND ON THE NORTH LINE OF "VARGA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 17 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS 603.05 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 90 DEGREES 00'00" WEST 287.97 FEET; THENCE NORTH 03 DEGREES 42'00" EAST 495.00 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 387.80 FEET; THENCE NORTH 00 DEGREES 00'00" EAST 30.00 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 180.00 FEET; THENCE SOUTH 00 DEGREES 00'00" WEST 81.49 FEET; THENCE SOUTH 46 DEGREES 39'20" WEST 207.77 FEET; THENCE SOUTH 39 DEGREES 00'26" WEST 117.50 FEET; THENCE SOUTH 26 DEGREES 13'53" WEST 89.90 FEET; THENCE SOUTH 20 DEGREES 10'05" WEST 136.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.80 ACRES MORE OR LESS.

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

PARCEL 2:
PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SAID SECTION 3; THENCE EAST ON THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1366.27 FEET TO THE CENTERLINE OF LOVERS LANE; THENCE NORTH 03 DEGREES 42'00" EAST ON SAID CENTERLINE 992.98 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 90 DEGREES 00'00" WEST PARALLEL WITH SAID SOUTH SECTION LINE AND ON THE NORTH LINE OF "VARGA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 17 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS 603.05 FEET; THENCE NORTH 20 DEGREES 10'05" EAST 136.27 FEET; THENCE NORTH 26 DEGREES 13'53" EAST 89.90 FEET; THENCE NORTH 39 DEGREES 00'26" EAST 117.50 FEET; THENCE NORTH 46 DEGREES 39'20" EAST 207.77 FEET; THENCE NORTH 00 DEGREES 00'00" EAST 81.49 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 325.16 FEET TO SAID CENTERLINE OF LOVERS LANE; THENCE SOUTH 03 DEGREES 42'00" WEST ON SAID CENTERLINE 525.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.85 ACRES MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DECEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

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

FOR: CITY OF PORTAGE

DATE: 9/14/08

SCALE: NONE 06159

DRAWN BY: W.M.

CHECKED BY: G.D.H.



WIGHTMAN WARD, INC.

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9935 PORTAGE RD. PH: (269) 537-3532

PORTAGE, MI 49002 FAX: (269) 537-7479

CITY OF PORTAGE

KALAMAZOO COUNTY

SECTION 3 T. 3 S. R. 11 W.

A-2750

©

EXHIBIT B

CITY OF PORTAGE, MICHIGAN
NOTICE OF INTENTION TO SELL REAL ESTATE
IN THE CITY OF PORTAGE, MICHIGAN

PLEASE TAKE NOTICE, that on the ____ day of _____, 20____, the City Council of the City of Portage voted to sell property to DMilham, LLC, a Michigan limited liability company, and JMilham, LLC, a Michigan limited liability company, for the sum of \$86,000.00.

PLEASE TAKE FURTHER NOTICE that the Resolution authorizing this action is on file with the City Clerk and open for public inspection. Said document will be on file with the City Clerk for twenty-eight (28) days and may be inspected at the Clerk's office during regular working hours. After said twenty-eight (28) days and twenty (20) days after publication of this Notice of Intention to Sell Real Estate, the Council may take final action and sell said property.

Dated: _____, 20__

James R. Hudson, City Clerk

Z:\JODY\PORTAGE\REAL ESTATE\RESOLUTION #1 TO SELL RE - MILHAM TECH PARK.101916.DOCX

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Residential Subdivision Sidewalk and Street Tree Extensions

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council grant two-year extensions through November 1, 2018 for the completion of sidewalk and street tree installation for Austin Shores Condominium Subdivision, Holiday Village East No. 3, and Oakland Farms North.

Attached are several letters received from developers/builders of single-family residential subdivisions in various areas of the community requesting an extension of time to install required sidewalks and street trees along the public streets on remaining vacant lots located within these subdivisions. The developers/builders continue to cite the large number of available vacant lots, the continued slow housing market recovery and economic constraints as principal reasons for the requests. The following is a brief summary about each subdivision and request.

Austin Shores Condominium Subdivision In March 2005, City Council granted final approval for this single-family condominium development. Subsequently, and at the request of the original developer (Mr. Jeff Chupp) and Irwin Union Bank, City Council granted two, one-year extensions and four, two-year extensions, for the completion of sidewalk and street tree installation with the most recent extension expiring on November 1, 2016. The property was foreclosed upon in April, 2008. Currently 24 vacant lots are owned by BEX Farms, Inc. and five vacant lots are owned by Morningstar Development. Since 2014, only four homes have been constructed. Due to the number of lots that remain vacant, BEX Farms, Inc. has requested an extension of time to complete sidewalk and street tree installation. With regard to the remaining four lots, Morningstar Development has committed to installing the sidewalks and street trees in November before the end of the 2016 construction/planting season.

Holiday Village East No. 3 and South No. 3 In March 2007, City Council granted final approval for the plats of Holiday Village East No. 3 and South No. 3, subject to installation of sidewalks by October 2008. At the request of the developer, WTM, Inc., City Council granted four, two-year extensions, with the most recent extension expiring on November 1, 2016. WTM sold the remaining vacant lots to Landmark Development and during the past two years, eight single-family building permits have been requested by the developer. However, 13 of the 36 total lots remain vacant. Before the end of this construction season, Landmark Development will install the remaining sidewalks in Holiday Village South No. 3 (lot 41) and across the Consumers Energy right-of-way. Landmark Development has, however, requested a two-year sidewalk/street tree extension involving the remaining 12 vacant lots in Holiday Village East No. 3.

Oakland Farms North City Council granted final approval for the plat of Oakland Farms North in November 4, 2014, subject to installation of sidewalks and street trees by November 2016. While home construction is progressing, nine of the 18 lots within this subdivision remain vacant. The developer, Highland Associates, has requested a one-year extension to complete the sidewalk and street tree installation. Although the developer requested a one-year extension, a two-year extension is recommended in the event home construction slows and since the developer has not previously requested an extension.

Avalon Forest No. 1 and Avalon Woods No. 2 On June 10, 2003 and August 10, 2004, City Council granted final plat approvals for Avalon Forest No. 1 and Avalon Woods No. 2, respectively. At the request of the developer, T.A. Scott Construction, City Council later granted two, one-year extensions and three, two-year extensions for required sidewalk and street tree installations, with the most recent extension expiring on November 1, 2014. Sidewalk and street tree installation has been completed within the boundaries of the Avalon Woods No. 1 subdivision.

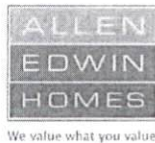
In July 2014, T.A. Scott Construction sold 15 of the remaining 38 vacant lots to AEG Development (Allen Edwin Homes). Two vacant lots (lots 3 and 6) located at the corner of Schuur Street and Oak Leaf Trail do not have sidewalk (Schuur Street frontage only) or street trees. It is recommended an additional extension not be granted and the 100 feet of sidewalk per lot be installed to fill the gap and complete the continuous sidewalk before the end of the 2016 construction season.

For Council information, the owner of the other 12 remaining vacant lots in Avalon Forest No. 1 and Avalon Woods No. 2 (T.A. Scott Construction) has also been advised to complete the sidewalk installation before the end of this construction season given the number of residents that now live in this neighborhood and the importance of a completely interconnected and barrier free sidewalk system.

Consistent with Section 42-831 of the Land Development Regulations, each developer/builder has provided new or extended irrevocable letters of credit or other surety acceptable to the City Attorney during this extension period. Should the developer not complete the improvements and other arrangements are not made, the surety will be used to fund completion of the sidewalks and street trees.

FUNDING: Not Applicable

Attachments: 1. Developer communications and vicinity maps



RECEIVED
OCT 19 2016
COMMUNITY DEVELOPMENT

October 19, 2016

Christopher Forth, AICP
Deputy Director of Planning, Development & Neighborhood Services
City of Portage Department of Community Development
7900 South Westnedge Avenue
Portage, MI 49002

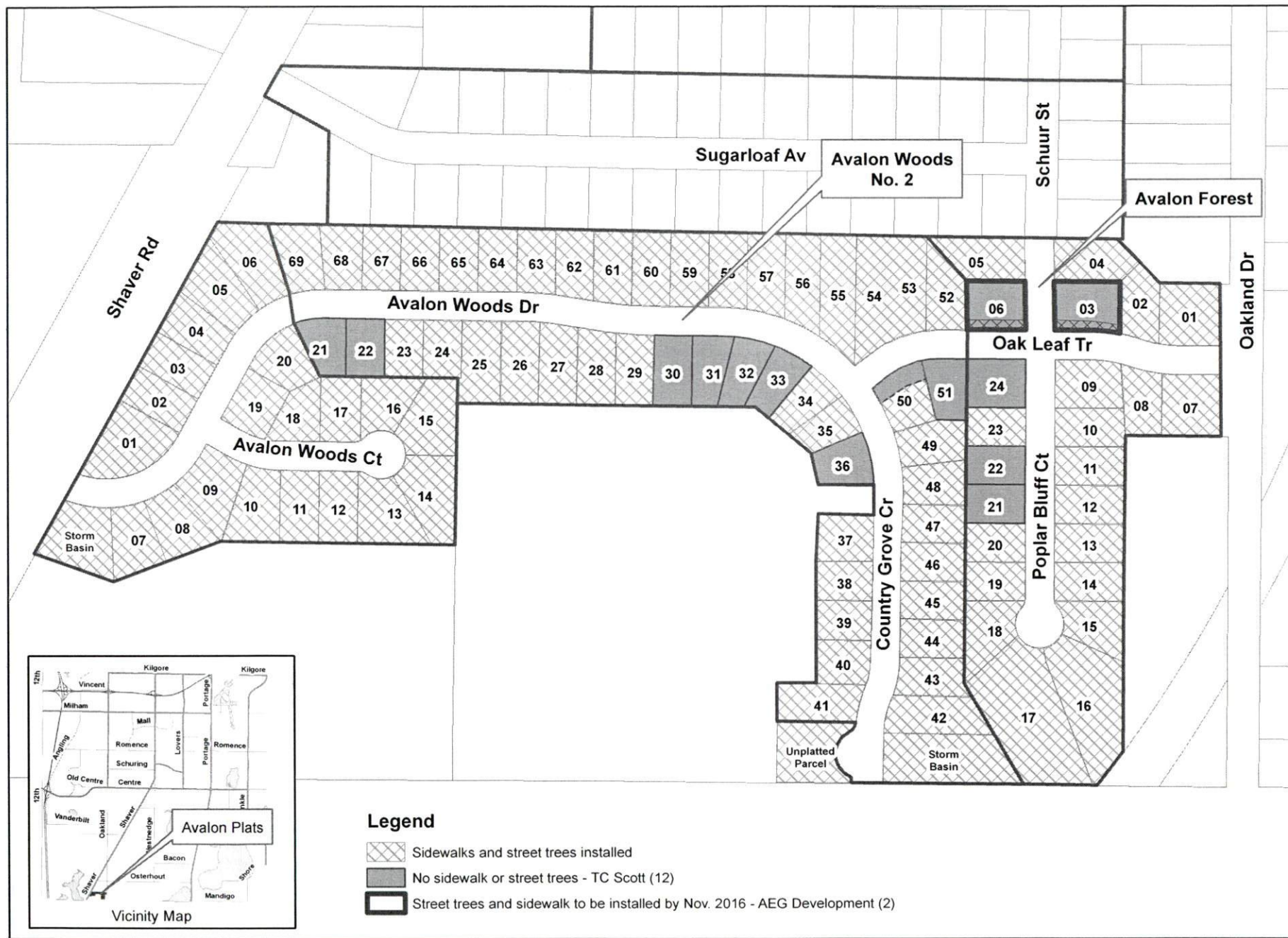
Re: Avalon Forest Community

Dear Mr. Forth,

The purpose of this letter is to request a one-year extension to complete the installation of sidewalks and street trees in the Avalon Forest Community. A subsidiary of Allen Edwin Homes owns two vacant lots and intends to complete homes on the lots within one year. The sidewalks and street trees will be installed during the construction of each home to ensure that the street trees are properly maintained and the sidewalks are cleared and accessible. Please consider this one-year extension request along with the \$10,400 financial assurance that is currently on file in the form of a surety bond.

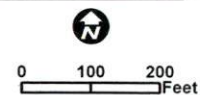
Best Regards,

Daniel Larabel
Land Development Project Manager
Allen Edwin Homes
616-878-1748x428

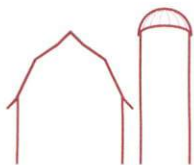


Avalon Woods No. 2 and Avalon Forest

Date: 10/20/2016



Path: R:\GIS\ADMIN\kari\projects\CITY COUNCIL\2016_avalon-woods_sidewalks.mxd



BEX Farms, Inc.

5300 Miller Road
Kalamazoo, MI 49048

Phone: (269) 226-9200

Fax: (269) 226-0285

RECEIVED

OCT 14 2016

COMMUNITY DEVELOPMENT

October 10th, 2016

Mr. Christopher T. Forth, AICP

Deputy Director of Planning, Development and Neighborhood Services

City of Portage

7900 S. Westnedge Avenue

Portage, MI 49002

RE: Sidewalk and Street Trees at Austin Shores

Dear Mr. Forth:

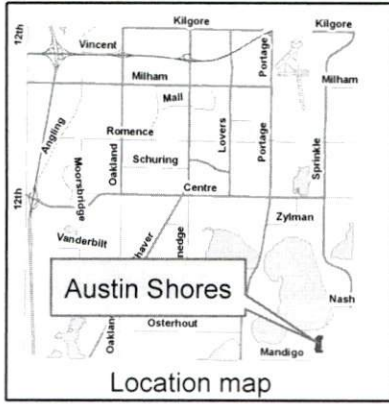
This letter is in response to your recent letter, dated September 23, 2016 regarding completion of sidewalk and street trees at Austin Shores. I would like to request that the city consider granting a two-year extension to the time frame for the installation of sidewalks and street trees for the following reasons:

1. We have provided a revised completion bond #929442566
2. The current housing market in the area is still not at optimal levels, leaving sales of lots slow.
3. Many lots available in Austin Shores are still for sale and undeveloped/vacant, although we have sold several lots during the past two years.
4. If we were to install sidewalks now, when we do eventually begin construction on these lots, most of the sidewalk development would be destroyed during construction process.

Thank you for your consideration, and please feel free to contact me if you have any further questions.

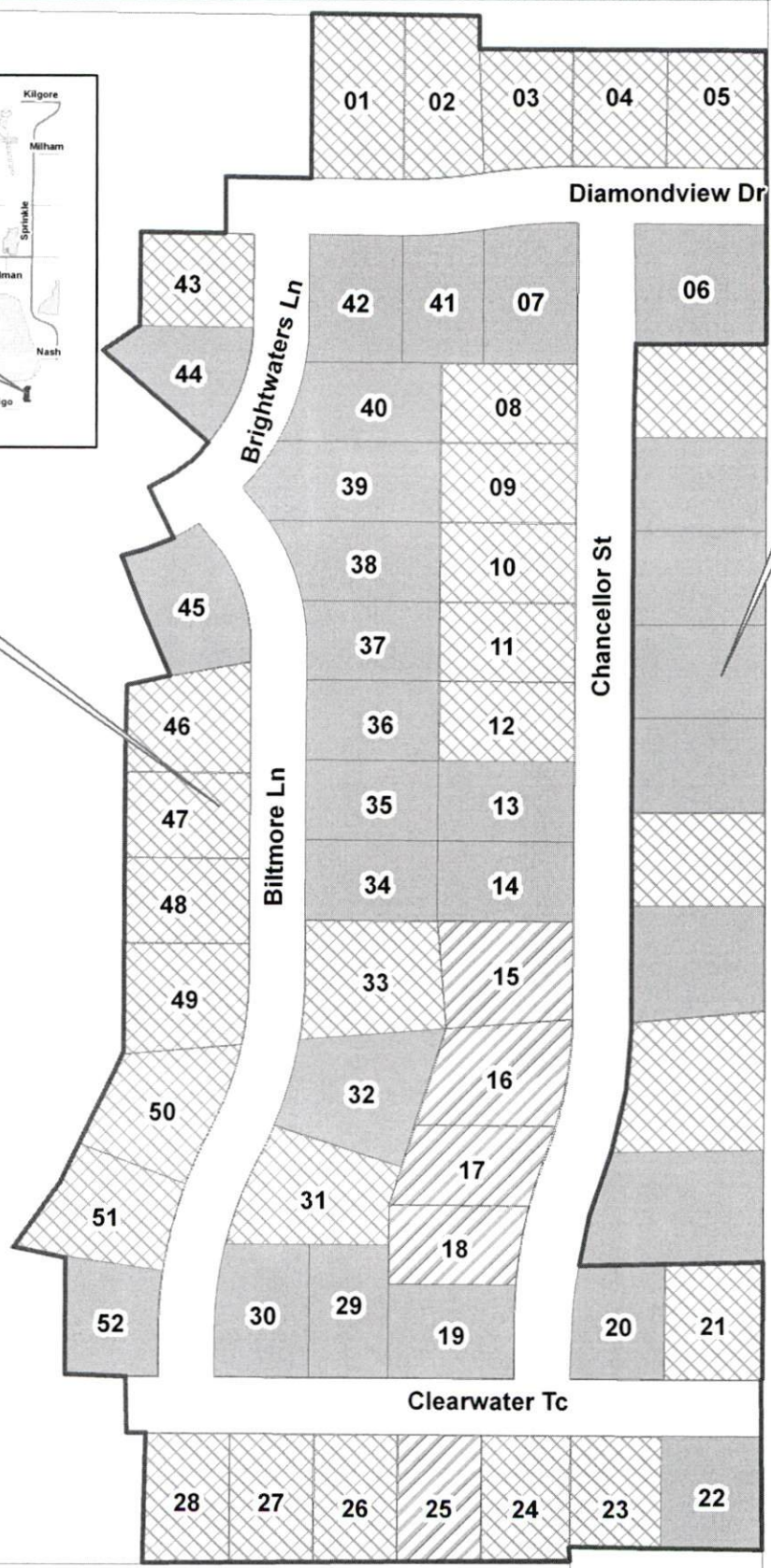
Thank you,

Jeff Balkema



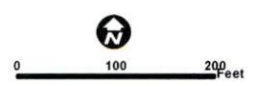
Austin Shores

Lots included in the Austin Shores project



Austin Shores

- Sidewalks and street trees installed
- Sidewalks and street trees to be installed by Nov. 2016 (Morningstar Development)
- Sidewalks and street trees to be installed by Nov. 2018 (BEX Farms)



Date: 10/20/2016

Landmark Development Partners LLC
5176 Queen Victoria LN
Kalamazoo, MI 49009

October 7, 2016

City of Portage

Landmark Development Partners purchased the remaining developed lots in Holiday Village and the vacant land commonly known as 4800 Bishop Ave in fall of 2015. For several years leading up to the purchase there was little if any activity in the development.

Currently in Holiday Village South #2 there is one lot #41 remaining which is not owned by Landmark and was previously sold to its current owner.

In Holiday Village East #3 Landmark purchased fifteen lots. There are two other lots #'s 83 and 84 that were sold by the previous developer to the same owner of lot 41 in Holiday Village South #2.

In Holiday Village East #3 there is also one other lot #64 which was sold by the previous developer to its current owner.

Of the 15 lots Landmark purchased last fall. 8 are remaining to be built and sold as new homes.

We request an extension for the city sidewalk completion to prevent damage during construction and best utilize resources reducing waste from removing and replacing damaged concrete. We are requesting a two year sidewalk extension for remaining sidewalks. Over the next few weeks we plan to do the following.

Complete the sidewalk on lot 41 in the one remaining lot in Holiday Village South #3. This will complete that phase.

Lot 48 in Holiday Village South #3 is sold with a new home currently under construction. Sidewalk will be poured this fall if time and construction schedule/weather permit – if not in the spring when permanent occupancy is obtained.

Lot 72 is a new home for sale and construction is wrapping up. This sidewalk will be poured within the next few weeks and the Consumers east easement area sidewalk will be completed at that same time bringing sidewalks to lot 48 property line.

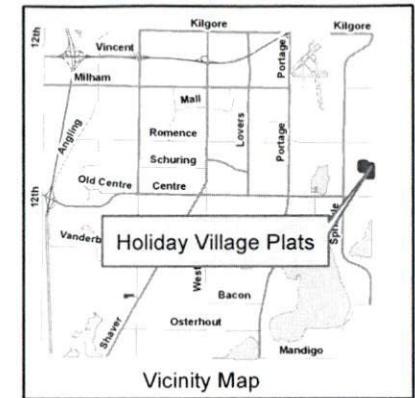
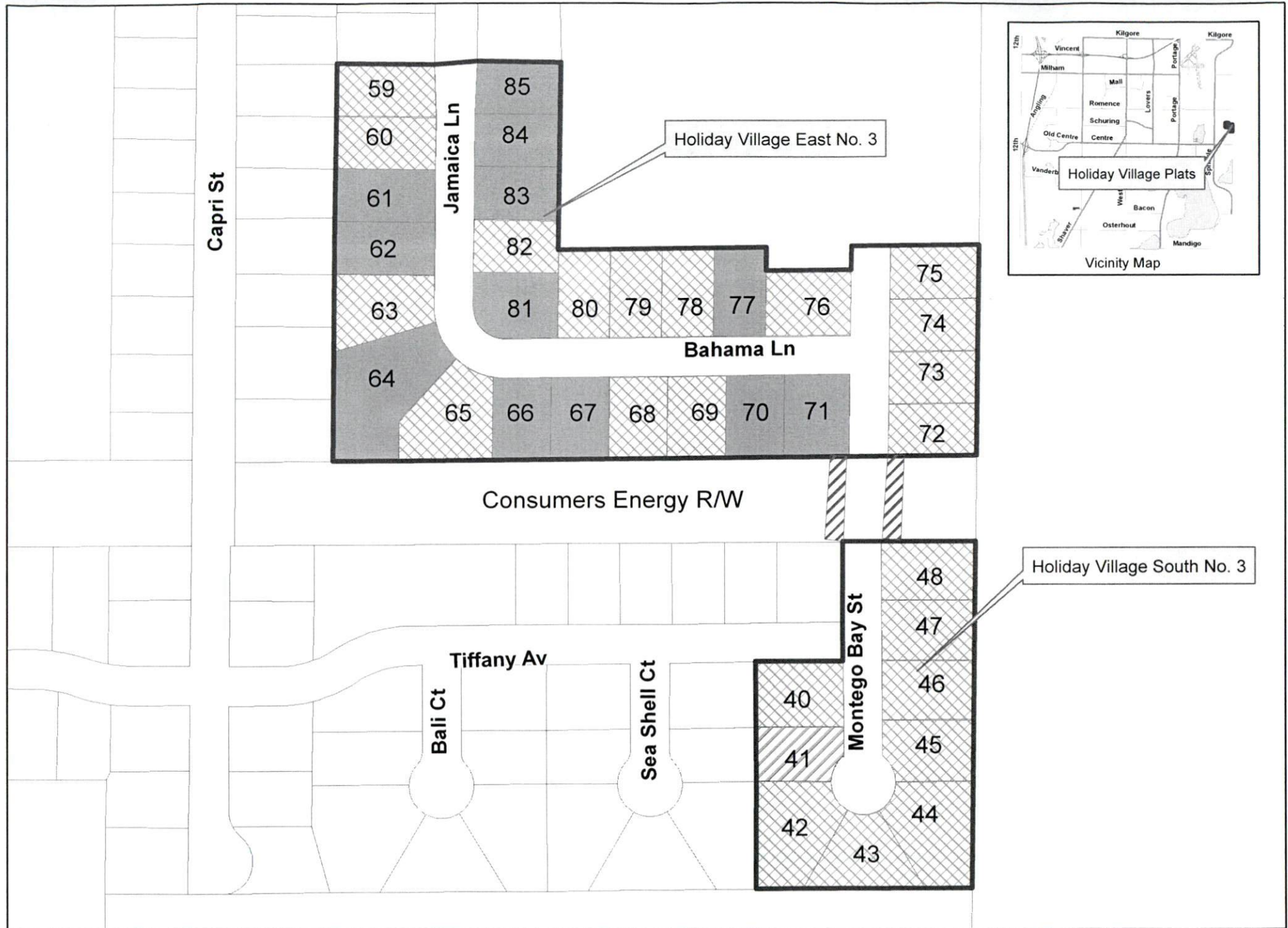
The Consumers easement area to the west sidewalk will also be poured this year.

Thank you in advance for your understanding in this matter.



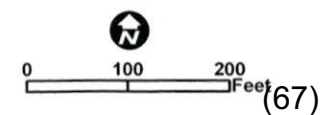
Aaron Hovestadt

RECEIVED
OCT 18 2016
COMMUNITY DEVELOPMENT



- Sidewalks and street trees installed
- Sidewalks and street trees to be installed by Nov. 2016
- Sidewalks and street trees to be installed by Nov. 2018

Holiday Village South No. 3 and East No. 3



Hyland Associates LLC
7545 South 10th Street
Kalamazoo, MI 49009
269-207-2920

October 16, 2016

City of Portage
City Council
Chris Forth
7900 S. Westnedge Ave.
Portage, MI 49002-5160

Dear Council, and Chris:

We are asking for a 12 month postponement of pouring the sidewalks and planting street trees on the remaining the lots in Oakland Farms North.

To date 9 of 18 lots have sidewalks and trees. 11 lots are sold, 2 haven't built We are moving at a steady pace, but not as fast as we would like.

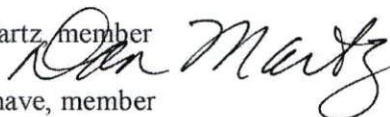
We anticipated that the second phase would be 90% completed homes by the end of 2016, but it hasn't happened due to circumstances beyond our control. We feel confident the lots will build out in 2017 and save from having to pour walks that could potentially get damaged with the new construction.

First National is putting our letter of credit together and will be forthcoming when completed.

Respectfully,
Hyland Associates LLC

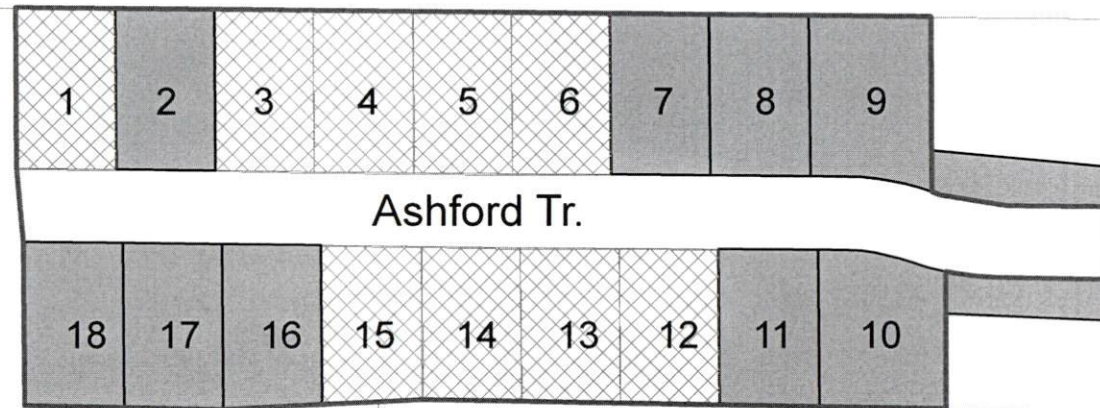
Daniel Martz, member

Robert Shave, member

A handwritten signature in cursive script, appearing to read "Dan Martz", is written over the printed name "Daniel Martz, member".



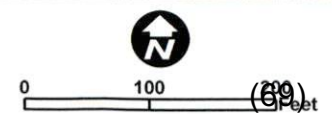
Oakland Dr.



Legend

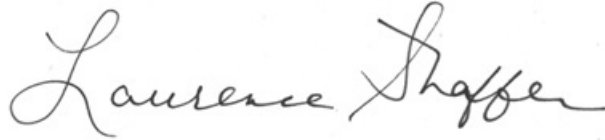
-  Sidewalks and street trees to be installed by Nov. 2018
-  Sidewalk and street trees installed

Oakland Farms North



TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Utility Management and Operation Services - Contract Renewal

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation & Utilities

ACTION RECOMMENDED: That City Council approve a five-year contract renewal with Suez Environmental Services, Incorporated, for the provision of utility management and operation services for the period of March 1, 2017, through February 28, 2022, and authorize the City Manager to execute all documents related to the action on behalf of the city.

The City Administration recommends approval of a five-year contract renewal with Suez Environmental Services, Incorporated for the provision of utility management and operation services based on the following:

- Cost - The proposed contract renewal maintains the current Suez contract annual amount.
- Performance - Suez has met and exceeded all water quality sampling and monitoring goals established by the Michigan Department of Environmental Quality.
- Service - Suez Personnel have a 97% satisfied customer service rating.

In 1997, the City of Portage privatized the management and operation of the city's water and wastewater utility systems. The daily maintenance activities of the utility include cleaning of storm drains, wet wells, retention basins and sewer lines; street sweeping; assistance with snow removal; water treatment and analysis; fire hydrant repair and water well inspections. In 2010, the activities associated with the operation of the Garden Lane Water Treatment Facility (WTP) were added to the contract. As a result of privatizing these activities in 1997, Portage utility rate payers experienced significant cost savings as reflected in lower utility rates, increased performance of maintenance activities and fewer water main breaks.

Suez Environmental Services, Incorporated (formerly EarthTech, then United Water), has held the contract for these services since 1997, with the Council approving four, five-year contracts with Suez. Over the years, Suez has provided favorable pricing, which aids the significant cost savings to Portage utility rate payers, and excellent performance by Suez employees in operating and maintaining the city water and sanitary sewer facilities. The performance of operation and maintenance activities by Suez employees is continually monitored by city staff. Suez has continued to provide an excellent level of service to the city over the life of the contract. During the current contract period, 97% of residents who have directly received services from Suez were highly satisfied with the promptness of service

and courteousness of Suez employee(s).

The current five-year contract with Suez will expire on February 28, 2017. In preparation for a new contract period, the City Administration solicited letters of interest from other utility service providers. Other than Suez, the largest company that responded with interest is a water consultant for Flint, Michigan and is currently involved in litigation regarding the Flint water crisis. The outcome of the litigation, to the best of our knowledge, is still pending. Other companies that expressed interest in bidding on the contract are either relatively new to the utility market and do not have any operations close to the City of Portage area, or have operations in a much smaller community than the City of Portage. Finally, one company located in southwest Michigan showed interest in bidding; however, the city previously worked with the company on a smaller project and was not pleased with the efforts of the firm. Concurrent with these inquiries, the City Administration began negotiation of a five-year contract renewal with Suez. Based on the following considerations, a five-year contract renewal with Suez is recommended:

Cost – The annual contract rate for the first year of the five-year contract matches the current annual rate of \$2,013,305. In addition to the annual contract rate, certain costs for such things as chemicals, WTP sludge removal, water meters and lawn care will shift to the city. Based a review of cost history it is expected that the annual costs for these items will not exceed \$226,205. These costs, especially those associated with the operation of the WTP, are consistent with the 2010 contract addendum agreement under which the city would pay the WTP operating costs up to \$171,000 per year. Years two through five of the five-year agreement are limited up to a 2% annual increase based upon the Consumer Price Index and the Employment Cost Index.

Performance – As the City of Portage continues to grow and develop, the utility infrastructure must also continue to expand. New developments occur and water mains, sanitary sewers and streets are installed, which increase the demands on Suez staff. In spite of the expansion of infrastructure facilities, Suez employees have been able to successfully meet the service indicators mutually agreed upon by city staff and Suez each year over the life of the contract. Suez has a separate mechanical group, as well as available technical staff, who can step in to supplement the Portage operation when needed, as was experienced in 2015 during the 12th Street lift station force main repair. The performance and actions of Suez employees during the incident were tremendous and prevented a multitude of problems associated with a sewage overflow. Suez even sent employees overnight to Tennessee to pick up needed parts, which exemplifies the commitment expected of its contractors by the City of Portage. The City Administration is confident that this excellent level of performance will continue during the proposed five-year contract extension period.

Contract Term – To provide the City of Portage and Suez a certain level of business security and flexibility, a five-year contract renewal term is recommended.

Financial Stability of the Firm – Suez continues to be one of the premier firms in providing municipalities with quality maintenance and operation of water and sanitary sewer utilities. Suez provides a solid financial support basis to ensure financial stability of the system. Recent repairs at the 12th Street lift station required over \$100,000 in emergency expenditures which

Suez handled without incident. The City Administration is confident in the ability of Suez to perform satisfactorily during the proposed five-year contract extension.

It is important that the city water and sanitary sewer utility be operated in the most efficient, productive and responsible manner at the lowest cost to rate payers. As has been experienced over the nearly two-decade partnership, Suez employees have fulfilled this responsibility, which has resulted in significant financial, service quality and infrastructure benefits to the utility rate payers of Portage.

The City Administration is confident that, by extending this relationship through a renewal of the contract with Suez and maintaining regular monitoring by city staff, the city will continue to enjoy the significant benefits associated with this proven and successful privatization initiative.

As demonstrated by the ongoing unfortunate situation in Flint, Michigan, ensuring that the city maintains safe, high-quality water is of the utmost importance. Based on the proven track record of providing quality and cost effective water and sewer services to the customers of the city, it is the opinion of the City Administration that maintaining the current relationship with Suez would be in the best interest of the city. Accordingly, it is recommended that Council approve a five-year contract renewal with Suez Environmental Services, Incorporated, for the provision of utility management and operation services for the period of March 1, 2017 through February 28, 2022 and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: The annual contract rate for the first year of the five-year contract matches the current annual rate of \$2,013,305. Years two through five of the five-year agreement are limited up to a 2% annual increase based upon the Consumer Price Index and the Employment Cost Index.

Attachments: 1. Contract Summary

Suez Environmental Utility Contract

Year	Base Existing	Water Treatment & Supplement ¹	Chemicals, Sludge, Meter	Total
2012	\$2,013,305	\$171,000	0	\$2,184,305
2013	\$2,013,305	\$171,000	0	\$2,184,305
2014	\$2,013,305	\$171,000	0	\$2,184,305
2015	\$2,013,305	\$171,000	0	\$2,184,305
2016	\$2,013,305	\$171,000	0	\$2,184,305
Contract Total				\$10,921,525

Year	Base Proposed	Water Treatment & Supplement	Chemicals, Sludge, Meter (2%) ²	Total
2017	\$2,013,305	0	\$226,205	\$2,239,509
2018	\$2,053,571	0	\$230,729	\$2,284,300
2019	\$2,094,642	0	\$235,343	\$2,330,000
2020	\$2,136,535	0	\$240,050	\$2,376,585
2021	\$2,179,266	0	\$244,852	\$2,424,117
Contract Total				\$11,654,511

Total 5-year Difference

+ \$732,986
(\$146,597.20 per year)

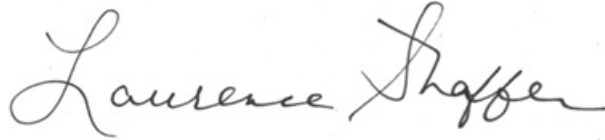
+ 6.7% over 5 years
(1.3% per year)

¹ Contract Addendum executed in 2010 between city and Suez to fund Garden Lane Water Treatment Facility (facility was not in operation at the beginning of prior contract initiation). Full capacity operation never reached during previous 5-year period.

² Two percent (2%) increase in estimated cost to provide chemicals and Garden Lane Water Treatment Facility sludge removal. Facility expected to reach optimum capacity during proposed contract period.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Cliffwood Avenue and Archwood Drive Water Main Project #316-W

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation & Utilities

ACTION RECOMMENDED: That City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for Cliffwood Avenue and Archwood Drive Water Main Project #316-W.

The 2016-17 Capital Improvement Program budget provides funds for the installation of new water mains on Cliffwood Avenue from South Westnedge Avenue to 650 feet east and on Archwood Drive from Cliffwood Avenue to 250 feet south. The project would provide needed water main improvements to unserved areas of the city. On February 5, 2015, the Transportation and Utilities Department sent out a survey to the affected property owners with 50 percent of the returned surveys in favor of the water improvements.

The proposed project would include the installation of water main, appurtenances and individual water services to all developed properties on Cliffwood Avenue and Archwood Drive. Installation of public water would provide a dependable water supply and enhance fire protection in the area. This project is in accordance with City Council adopted Goals and Objectives (Public Improvements) to "continue to improve and expand the water system."

The special assessment process is being initiated at this time with the intent to complete construction during the 2017 construction season. Therefore, it is recommended that City Council initiate the project by adopting Resolution No. 1, accepting the City Manager Report and requesting preparation of Resolution No. 2 for Cliffwood Avenue and Archwood Drive water main.

FUNDING: The total estimated cost of the Cliffwood Avenue and Archwood Drive water main project is \$150,000. The improvements are funded in the fiscal year 2016-17 Capital Improvement Program budget by the utilization of special assessment bonds, city-share bonds and revenue bonds as appropriate.

Attachments:

1. Resolution No. 1 for Cliffwood Avenue and Archwood Drive water main
2. City Manager Report
3. Special Assessment Map
4. Preliminary Special Assessment District Roll

CITY MANAGER REPORT

CITY OF PORTAGE

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

DATE: November 1, 2016

SUBJECT: Cliffwood Avenue and Archwood Avenue Water Main Project #316-W

I, the undersigned, being City Manager of the City of Portage, Michigan, in pursuance of a resolution adopted by the City Council, relative to the above entitled special assessment project, hereby report the probable cost, extent, necessity of the proposed improvement, the boundaries, the estimated useful life and suggested method of apportioning of the cost of the project, the proportion, if any, to be paid by the city-at-large, and other necessary and pertinent information as follows:

Probable Cost: \$150,000

Extent of Project: Install water main and appurtenances in Cliffwood Avenue from South Westnedge Avenue to Archwood Avenue to serve existing properties on these sections of Cliffwood Avenue and Archwood Drive. Water services will be installed to abutting properties and are included in the assessment.

Necessity: The installation of water is needed to protect the groundwater from contamination and provide public water service to a previously unserved area of the city.

Boundaries: Unplatted Land: The Northernmost 200 feet from the centerline of South Shore Drive of all unplatted land lying adjacent to or abutting the following described portion of right-of-way for South Shore Drive between South Westnedge Avenue and West End Drive, located within the northwest quarter of Section 27, City of Portage, Michigan and more particularly described as follows:

Situated in northwest corner of Section 27, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan; Commencing at the West quarter post of Section 27, thence North 1,379.25 feet; thence East 141 feet to Place of Beginning; thence continuing East 90 feet; thence South 471.25 feet; thence East 561 feet; thence North 742.50 feet; thence West 651 feet; thence South 271.25 feet to the Place of Beginning and ending of the above described.

Platted Land:

The Northernmost 200 feet from the centerline of South Shore Drive of Lots No. 7, 9, 10, 11 and 12 as originally recorded in the South Shore Plat.

Also;

The Northernmost 200 feet from the centerline of South Shore Drive portion of former lot 8 as originally recorded in the South Shore Plat, excluding property lying South of a line extending from the Southeast corner of former lot 9 (now lot 10A) to lot 7 of said plat.

Useful Life: 20 Years

Method of	Special Assessments	\$ 48,824 (32.6%)
Apportioning:	Capital Improvement Bonds	\$ 101,176 (67.48%)
	Municipal Street Fund	
	TOTAL	\$150,000.00

Laurence E. Shaffer
City Manager

Attachments

CITY MANAGER REPORT

CITY OF PORTAGE

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

DATE: November 1, 2016

SUBJECT: Cliffwood Avenue and Archwood Avenue Water Main Project #316-W

I, the undersigned, being City Manager of the City of Portage, Michigan, in pursuance of a resolution adopted by the City Council, relative to the above entitled special assessment project, hereby report the probable cost, extent, necessity of the proposed improvement, the boundaries, the estimated useful life and suggested method of apportioning of the cost of the project, the proportion, if any, to be paid by the city-at-large, and other necessary and pertinent information as follows:

Probable Cost: \$150,000

Extent of Project: Install water main and appurtenances in Cliffwood Avenue from South Westnedge Avenue to Archwood Avenue to serve existing properties on these sections of Cliffwood Avenue and Archwood Drive. Water services will be installed to abutting properties and are included in the assessment.

Necessity: The installation of water main is needed to provide public water to a previously unserved area of the city, provide a dependable supply of water and enhance fire protection in the area.

Boundaries: Unplatted Land:

All unplatted land lying adjacent to or abutting the following described portion of right-of-way for Cliffwood Avenue between South Westnedge Avenue and Archwood Drive, located within the northwest quarter of Section 34, City of Portage, Michigan and more particularly described as follows:

Situated in northwest quarter of Section 34, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan; Commencing at the southwest corner of Lot 1 of the recorded plat of Oak Forest Park and Place of Beginning; thence north 131 feet, thence west 99 feet; thence south 131 feet; thence east 99 feet more or less to the Place of Beginning and ending of the above described.

Platted Land:

Lots No. 1 through 11 inclusive as originally recorded in the Oak Forest Park Plat.

Useful Life: 20 Years

Method of Apportioning:	Special Assessments	\$ 48,824 (32.6%)
	Capital Improvement Bonds	\$ 101,176 (67.48%)
	Municipal Street Fund	
	TOTAL	\$150,000.00

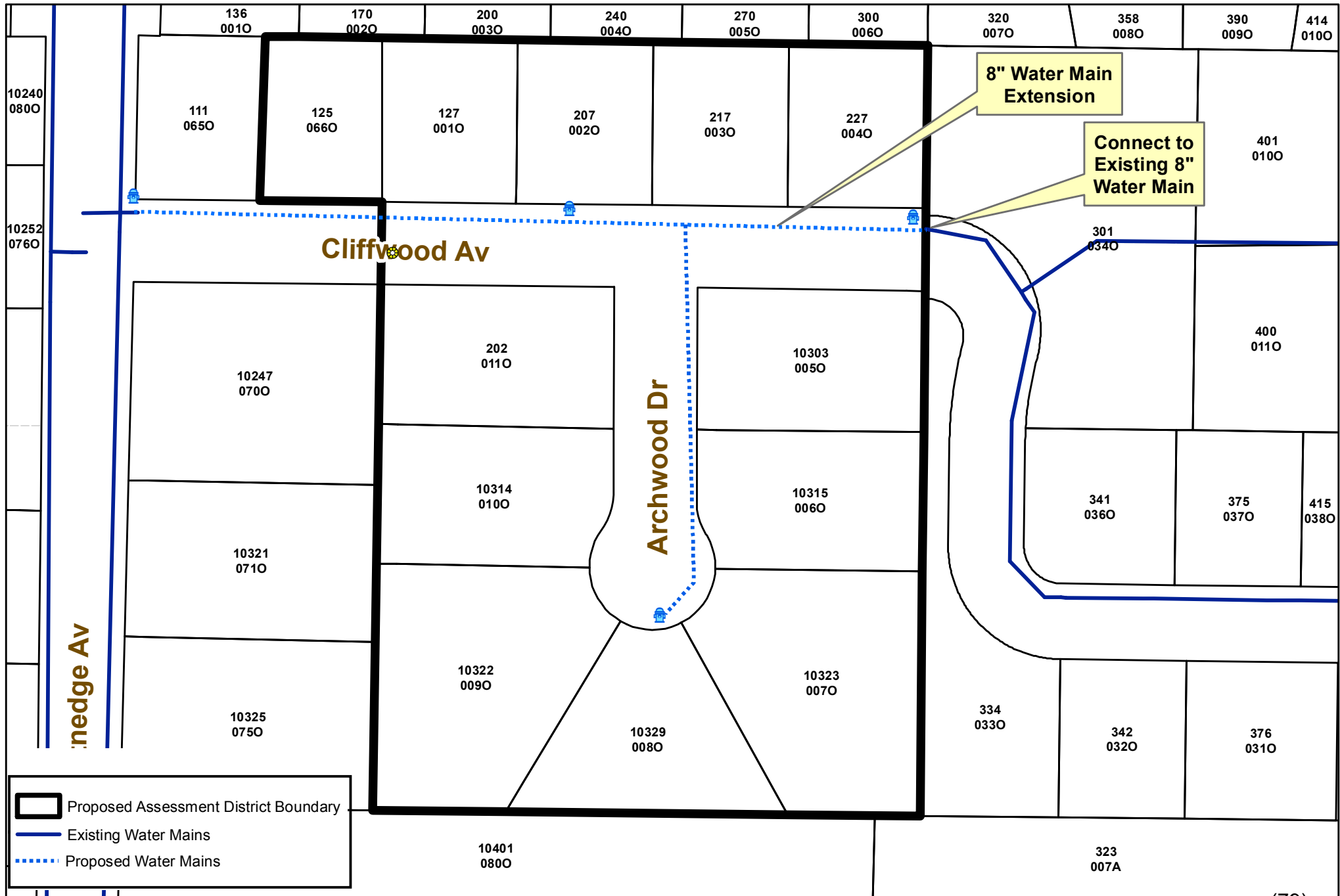
Laurence E. Shaffer
City Manager

Attachments

Cliffwood & Archwood Water Assessment District #316-W



1 inch = 100 feet



Cliffwood & Archwood Water Main Project - District No. 316-W

Tentative Assessment Roll

Residential Rate of \$38.77 per Front Foot plus \$1235.00 per lead

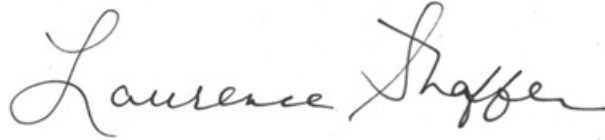
Owner	Street Address	Parcel No.	Class	Zoning	Actual Frontage	Benefitting Frontage	Rate	Frontage Assessment	Lead Charge	Total Assessment
ARGO, BRIAN D & TRACY L	10303 ARCHWOOD DR	05820-005-O	401	R-1C	110.02	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
SACKLEY, EDWARD J & J J	10314 ARCHWOOD DR	05820-010-O	401	R-1C	112.78	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
ROCK, JONATHAN E & MAREN M	10315 ARCHWOOD DR	05820-006-O	401	R-1C	112.49	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
GARRETT, JERRY D & SHERRY L	10322 ARCHWOOD DR	05820-009-O	401	R-1C	52.36	52.36	\$38.77	\$2,030.00	1,235.00	\$3,265.00
VANDERPLOEG, DAN TRUST	10323 ARCHWOOD DR	05820-007-O	402	R-1C	52.36	52.36	\$38.77	\$2,030.00	1,235.00	\$3,265.00
KOWALSKI, PHILLIP B & J A	10329 ARCHWOOD DR	05820-008-O	401	R-1C	52.36	52.36	\$38.77	\$2,030.00	1,235.00	\$3,265.00
PYZIK, CHRISTOPHER J & TINA M	125 CLIFFWOOD AVE	00034-066-O	401	R-1C	99.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
LIVING WAYS FOUNDATION INC.	127 CLIFFWOOD AVE	05820-001-O	701	R-1C	108.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
WARNER, RONALD L & KAREN E	202 CLIFFWOOD AVE	05820-011-O	401	R-1C	187.67	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
PRIHODA, PETER & PAMELA STAFFORD	207 CLIFFWOOD AVE	05820-002-O	401	R-1C	108.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
MEYLE, DAVID & JILL	217 CLIFFWOOD AVE	05820-003-O	401	R-1C	108.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
BROWN, COLLEEN	227 CLIFFWOOD AVE	05820-004-O	401	R-1C	109.69	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
12 Properties					1,212.73	877.08				48,824.39

Updated 10-03-16 JRB

ASSESSOR\Special Assessments\2016\316-W Cliffwood & Archwood

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Cliffwood Avenue and Archwood Drive Project #418-S

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation & Utilities

ACTION RECOMMENDED: That City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for Cliffwood Avenue and Archwood Drive Sanitary Sewer Project #418-S.

The 2016-17 Capital Improvement Program budget includes funds in the sanitary sewer program for Cliffwood Avenue and Archwood Drive. This section of Cliffwood Avenue and Archwood Drive currently does not have sanitary sewer service available to abutting properties. One of City Council's adopted goals regarding public improvements is to "continue to improve the infrastructure to meet demonstrated needs." A Council objective to reach this goal is to "continue to improve the wastewater and storm water systems." To this end, the City Administration has proposed the completion of sanitary sewer on Cliffwood Avenue from South Westnedge Avenue to 675 feet east and on Archwood Drive from Cliffwood Avenue to the south end. As a result, Council is being asked to adopt the initial resolution in the special assessment process used as the funding mechanism to address a portion of the sanitary sewer, appurtenances and individual sewer services that will be installed. Installation of sanitary sewer would provide for protection of the ground water resource and make sanitary sewer service available for residents.

It has been City Council policy over the years not to improve local streets like Cliffwood Avenue and Archwood Drive without installing sanitary sewers since the future installation of sanitary sewers would involve the total reconstruction of the street. In accordance with the Sanitary Sewer Extension/Street Reconstruction Policy adopted as part of the 2014-15 Capital Improvement Program, properties on Cliffwood Avenue and Archwood Drive that will receive sanitary sewer service will not be required to connect to sanitary sewer until the current septic system fails. Prior to adoption of this policy, the properties in this area would have had to be connected to sanitary sewer with 18 months of the sewer installation.

In accordance with the 2006 city referendum concerning street assessments, benefiting property owners abutting street improvement projects are not specially assessed for the street improvements. However, when sanitary sewers are installed as part of overall infrastructure improvements, benefiting property owners are subject to special assessments for the sanitary sewer components of the project. When the street component of the sanitary sewer special assessment rate for residential properties is removed, the current sanitary sewer special assessment front footage charge is \$43.77 per front foot. Residential properties are capped at 80 feet. A sewer lead charge of \$1,536.67 is included in the special assessment amount. Thus, for a typical single-family residence with at least 80 feet of

frontage, the current special assessment amount would be \$5,038.27. The city offers a twenty-year finance plan to assist property owners in paying their assessment.

The City Administration is initiating the special assessment process at this time to ensure that sufficient time will be available for completion of the project design, review by the Michigan Department of Transportation (MDOT) and inclusion of the project on MDOT's early spring 2017 bidding schedule. It is anticipated that construction would begin on the overall project in spring 2017 with completion scheduled for summer 2017.

It is recommended that City Council initiate the project by adopting Resolution No. 1, accepting the 2017 City Manager Report and requesting preparation of Resolution No. 2 for the Cliffwood Avenue and Archwood Drive Sanitary Sewer Project #418-S.

FUNDING: The total estimated cost of the sanitary sewer portion of the overall project is \$270,000. The improvements are funded in the fiscal year 2016-17 Capital Improvement Program budget by the utilization of special assessment bonds, city-share bonds, and Municipal Street millage funds.

Attachments:

1. Resolution No. 1 Cliffwood Avenue and Archwood Drive Sanitary Sewer
2. City Manager Report
3. Special Assessment Map
4. Preliminary Special Assessment District Roll

**CITY OF PORTAGE
SPECIAL ASSESSMENT RESOLUTION NO. 1
CLIFFWOOD AVENUE AND ARCHWOOD DRIVE SANITARY SEWER PROJECT
DISTRICT #418-S**

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan held at the City Hall in said City on the ____ day of _____, 2016 at 7:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and seconded by:

Councilmember: _____.

WHEREAS, the City Council of the City of Portage is of the opinion that it is desirable and necessary for the public health, safety and welfare that the following described public improvement be constructed:

Install approximately 675 feet of 8 inch diameter sanitary sewer main and appurtenances in Cliffwood Avenue from South Westnedge Avenue to 675 east and 250 feet of 8 inch diameter sanitary sewer main and appurtenances in Archwood Drive from Cliffwood Avenue to 250 feet south to serve existing properties on these sections of Cliffwood Avenue and Archwood Drive. Sewer services will be installed to abutting properties and are included in the assessment.

AND WHEREAS, the Special Assessment Ordinance of the City provides that before determining to make any improvement by means of special assessment procedures, the City Council shall secure certain information from the City Manager,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That City Council, on its own initiative, hereby commences special assessment proceedings for the above described public improvement.

2. The matter of making such public improvement shall be referred to the City Manager who is hereby directed to prepare a report which shall include all necessary and pertinent information which will enable the Council to ascertain the probable cost, extent and necessity of the proposed improvement, the boundaries, the estimated useful life, a suggested method of apportioning the cost of the project and what proportion, if any, should be paid by the City-at-large.

3. The City Manager is hereby directed to file said report and recommendations with the City Clerk as soon as the same has been prepared.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ADOPTED: YEAS: _____

NAYS: _____

ABSENT: _____

JAMES R. HUDSON, City Clerk

STATE OF MICHIGAN)
): ss
COUNTY OF KALAMAZOO)

I, the undersigned duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 2016, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____ day of _____, 2016.

JAMES R. HUDSON, City Clerk

APPROVED AS TO FORM

DATE 10/20/2016

CITY ATTORNEY

CITY MANAGER REPORT

CITY OF PORTAGE

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

DATE: November 1, 2016

SUBJECT: Cliffwood Avenue and Archwood Avenue Sanitary Sewer Project #418-S

I, the undersigned, being City Manager of the City of Portage, Michigan, in pursuance of a resolution adopted by the City Council, relative to the above entitled special assessment project, hereby report the probable cost, extent, necessity of the proposed improvement, the boundaries, the estimated useful life and suggested method of apportioning of the cost of the project, the proportion, if any, to be paid by the city-at-large, and other necessary and pertinent information as follows:

Probable Cost: \$270,000

Extent of Project: Install sanitary sewer and appurtenances in Cliffwood Avenue from South Westnedge Avenue to 500' East and on Archwood Avenue from Cliffwood to South End to serve existing properties on these sections of Cliffwood Avenue and Archwood Drive. Sewer services will be installed to abutting properties and are included in the assessment.

Necessity: The installation of sanitary sewers is needed to protect the groundwater from contamination and provide sanitary sewer service to a previously unserved area of the city.

Boundaries: Unplatted Land:

All unplatted land lying adjacent to or abutting the following described portion of right-of-way for Cliffwood Avenue between South Westnedge Avenue and Archwood Drive, and Archwood Drive south of Cliffwood Avenue, located within the northwest quarter of Section 34, City of Portage, Michigan and more particularly described as follows:

Situated in northwest quarter of Section 34, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan; Commencing at the southwest corner of Lot I of the recorded plat of Oak Forest Park and Place of Beginning; thence north 131 feet, thence west 99 feet; thence south 131 feet; thence east 99 feet more or less to the Place of Beginning and ending of the above described.

Platted Land:

Lots No. 1 through 11 inclusive as originally recorded in the Oak Forest Park Plat. Lot 34 as originally recorded in the Johnathon Woods No. 2 Plat.

Useful Life: 20 Years

Method of	Special Assessments	\$ 56,830 (21.0%)
Apportioning:	Capital Improvement Bonds	\$ 183,170 (67.8%)
	Municipal Street Fund	<u>\$ 30,000 (11.2%)</u>
	TOTAL	\$270,000

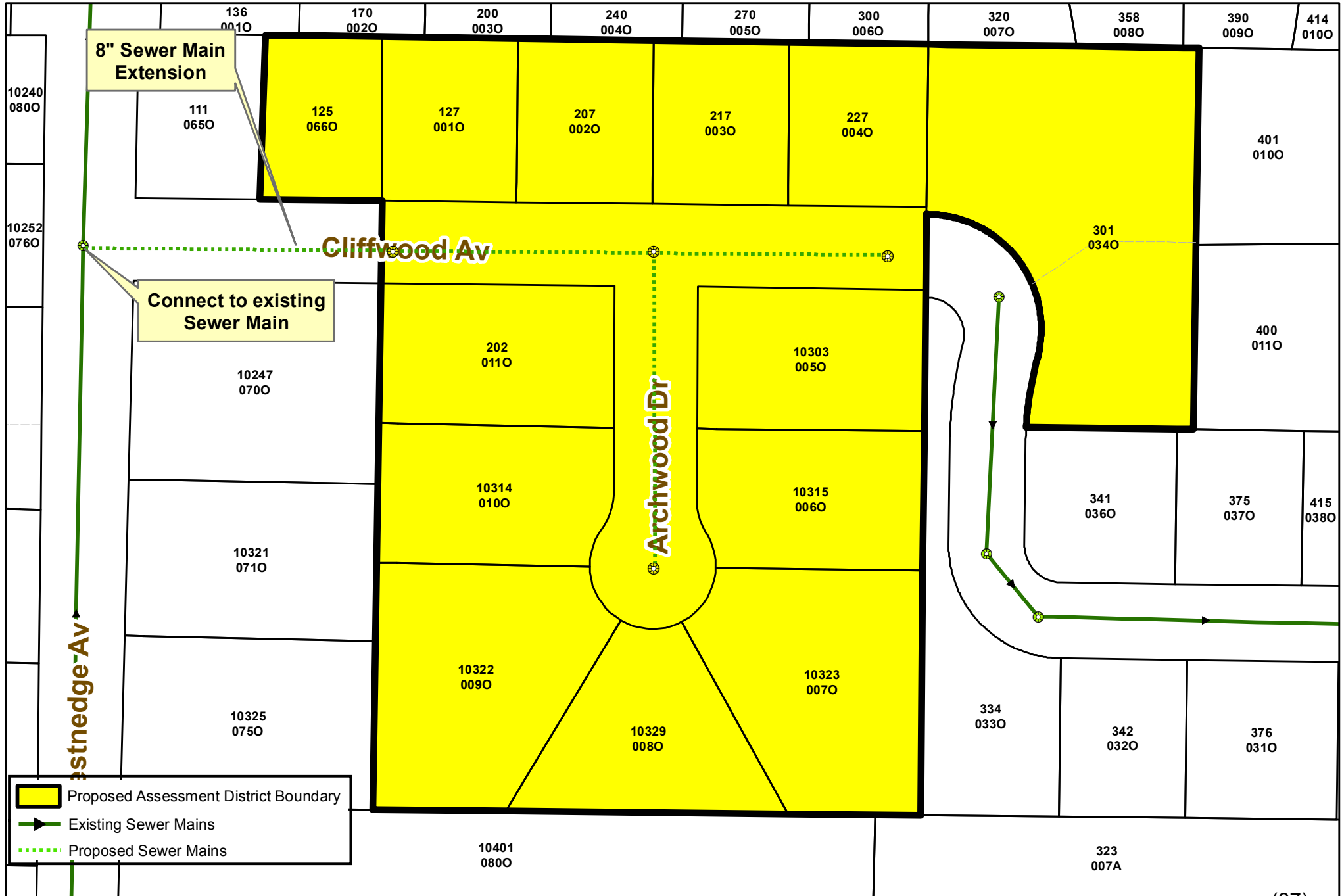
Laurence Shaffer
City Manager

Attachments

Cliffwood Avenue & Archwood Drive Sewer Assessment District #418-S



1 inch = 100 feet



Cliffwood & Archwood Sanitary Sewer Project - District No. 418-S

Tentative Assessment Roll

Residential Rate of \$43.77 per Front Foot plus \$1536.67 per lead

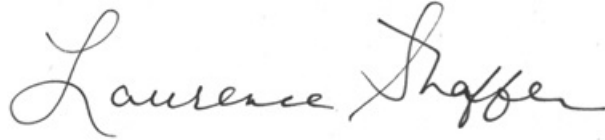
Owner	Street Address	Parcel No.	Class	Zoning	Actual Frontage	Benefitting Frontage	Rate	Frontage Assessment	Lead Charge	Total Assessment
ARGO, BRIAN D & TRACY L	10303 ARCHWOOD DR	05820-005-O	401	R-1C	110.02	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
SACKLEY, EDWARD J & J J	10314 ARCHWOOD DR	05820-010-O	401	R-1C	112.78	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
ROCK, JONATHAN E & MAREN M	10315 ARCHWOOD DR	05820-006-O	401	R-1C	112.49	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
GARRETT, JERRY D & SHERRY L	10322 ARCHWOOD DR	05820-009-O	401	R-1C	52.36	52.36	\$43.77	\$2,291.80	1,536.67	\$3,828.47
VANDERPLOEG, DAN TRUST	10323 ARCHWOOD DR	05820-007-O	402	R-1C	52.36	52.36	\$43.77	\$2,291.80	1,536.67	\$3,828.47
KOWALSKI, PHILLIP B & J A	10329 ARCHWOOD DR	05820-008-O	401	R-1C	52.36	52.36	\$43.77	\$2,291.80	1,536.67	\$3,828.47
PYZIK, CHRISTOPHER J & TINA M	125 CLIFFWOOD AVE	00034-066-O	401	R-1C	99.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
LIVING WAYS FOUNDATION INC.	127 CLIFFWOOD AVE	05820-001-O	701	R-1C	108.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
WARNER, RONALD L & KAREN E	202 CLIFFWOOD AVE	05820-011-O	401	R-1C	187.67	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
PRIHODA, PETER & PAMELA STAFFORD	207 CLIFFWOOD AVE	05820-002-O	401	R-1C	108.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
MEYLE, DAVID & JILL	217 CLIFFWOOD AVE	05820-003-O	401	R-1C	108.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
BROWN, COLLEEN	227 CLIFFWOOD AVE	05820-004-O	401	R-1C	109.69	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
IMUS, JON M & TERESA	301 CLIFFWOOD AVE	03861-034-O	401	R-1C	222.19	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
13 Properties					1,434.92	957.08				56,829.83

Updated 10-03-16 JRB

ASSESSOR\Special Assessments\2016\418-S Cliffwood & Archwood

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Angling Road Sanitary Sewer Project #417-S

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation & Utilities

ACTION RECOMMENDED: That City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for the Angling Road Sanitary Sewer Project #417-S.

The 2016-17 Capital Improvement Program budget includes the installation of infrastructure improvements for Angling Road from Squire Heath Lane to Romence Road. Angling Road will be reconstructed and receive widened bicycle lanes, asphalt pavement replacement and minor storm drainage improvements. The project has been approved for Federal Surface Transportation Program funding in the amount of \$134,000.

The section of Angling Road from Squire Heath Lane to Romence Road currently does not have sanitary sewer service available to abutting properties. One of City Council's adopted goals regarding public improvements is to "continue to improve the infrastructure to meet demonstrated needs." A Council objective to reach this goal is to "continue to improve the wastewater and storm water systems." To this end, the City Administration has proposed the completion of sanitary sewer on Angling Road from Squire Heath Lane to Romence Road (48 parcels). As a result, Council is being asked to adopt the initial resolution in the special assessment process used as the funding mechanism to address a portion of the sanitary sewer, appurtenances and individual sewer services that will be installed. Installation of sanitary sewer would provide for protection of the ground water resource and make sanitary sewer service available for residents.

It has been City Council policy over the years not to improve majors streets like Angling Road without installing sanitary sewers since the future installation of sanitary sewers would involve the total reconstruction of the street. In accordance with the Sanitary Sewer Extension/Street Reconstruction Policy adopted as part of the 2014-15 Capital Improvement Program, properties on Angling Road that will receive sanitary sewer service will not be required to connect to sanitary sewer until the current septic system fails. Prior to adoption of this policy, properties in this area would have had to be connected to sanitary sewer within 18 months of the sewer installation.

In accordance with the 2006 city referendum concerning street assessments, benefiting property owners abutting street improvement projects are not special-assessed for the street improvements. However, when sanitary sewers are installed as part of the overall infrastructure improvements, benefiting property owners are subject to special assessments for the sanitary sewer components of the project. When the street component of the sanitary sewer special assessment rate for residential properties is removed, the current sanitary sewer special assessment front footage charge is \$43.77 per

front foot. Residential properties are capped at 80 feet. A sewer lead charge of \$1536.67 is included in the special assessment amount. Thus, for a typical single-family residence with at least 80 feet of frontage, the current special assessment amount would be \$5,038.27. The city offers a twenty-year finance plan to assist property owners in paying their assessment.

The City Administration is initiating the special assessment process at this time to ensure that sufficient time will be available for completion of the project design, review by the Michigan Department of Transportation (MDOT) and inclusion of the project on MDOT's early spring 2017 bidding schedule. It is anticipated that work would begin on the overall project in spring 2017 with completion scheduled for August 2017.

It is recommended that City Council initiate the project by adopting Resolution No. 1, accepting the City Manager Report and requesting preparation of Resolution No. 2 for the Angling Road Sanitary Sewer Project #417-S.

FUNDING: The total estimated cost of the sanitary sewer portion of the overall project is \$1,320,000. That improvements are funded in the fiscal year 2016-17 Capital Improvement Program budget by the utilization of special assessment bonds, city-share bonds, Municipal Street millage funds and Federal Surface Transportation Program funding (\$134,000).

Attachments:

1. Resolution No. 1 for Angling Road Sanitary Sewer
2. City Manager Report
3. Special Assessment Map
4. Preliminary Special Assessment District Roll

**CITY OF PORTAGE
SPECIAL ASSESSMENT RESOLUTION NO. 1
ANGLING ROAD AND SANITARY SEWER PROJECT
DISTRICT #417-S**

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan held at the City Hall in said City on the ____ day of _____, 2016 at 7:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and seconded by:

Councilmember: _____.

WHEREAS, the City Council of the City of Portage is of the opinion that it is desirable and necessary for the public health, safety and welfare that the following described public improvement be constructed:

Install approximately 3700 feet of 8 inch diameter sanitary sewer main and appurtenances in Angling Road from Squire Heath Lane to Romence Road to serve existing properties on Angling Road. Sewer services will be installed to abutting properties and are included in the assessment.

AND WHEREAS, the Special Assessment Ordinance of the City provides that before determining to make any improvement by means of special assessment procedures, the City Council shall secure certain information from the City Manager,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That City Council, on its own initiative, hereby commences special assessment proceedings for the above described public improvement.

2. The matter of making such public improvement shall be referred to the City Manager who is hereby directed to prepare a report which shall include all necessary and pertinent information which will enable the Council to ascertain the probable cost, extent and necessity of the proposed improvement, the boundaries, the estimated useful life, a suggested method of apportioning the cost of the project and what proportion, if any, should be paid by the City-at-large.

3. The City Manager is hereby directed to file said report and recommendations with the City Clerk as soon as the same has been prepared.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ADOPTED: YEAS: _____

NAYS: _____

ABSENT: _____

JAMES R. HUDSON, City Clerk

STATE OF MICHIGAN)
): ss
COUNTY OF KALAMAZOO)

I, the undersigned duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 2016, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____ day of _____, 2016.

JAMES R. HUDSON, City Clerk

APPROVED AS TO FORM
DATE 10/20/2016

CITY ATTORNEY

CITY MANAGER REPORT

CITY OF PORTAGE

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

DATE: November 1, 2016

SUBJECT: Angling Road Sanitary Sewer Project #417-S

I, the undersigned, being City Manager of the City of Portage, Michigan, in pursuance of a resolution adopted by the City Council, relative to the above entitled special assessment project, hereby report the probable cost, extent, necessity of the proposed improvement, the boundaries, the estimated useful life and suggested method of apportioning of the cost of the project, the proportion, if any, to be paid by the city-at-large, and other necessary and pertinent information as follows:

Probable Cost: \$1,320,000

Extent of Project: Install sanitary sewer and appurtenances in Angling Road from Squire Heath Lane to Romence Road to serve existing properties on these sections of Angling Road. Sewer services will be installed to abutting properties and are included in the assessment.

Necessity: The installation of sanitary sewers is needed to protect the groundwater from contamination and provide sanitary sewer service to a previously unserved area of the city.

Boundaries: Unplatted Land: All unplatted land lying adjacent to or abutting the of right-of-way for Angling Road lying between Squire Heath Lane and Romence Road commencing at the northwest corner of the east half of the southwest quarter of Section 18 thence south 0 degrees 21 minutes west 536.66 feet along the west line of the east one half of the southwest quarter thence south 86 degrees 29 minutes 16 east 238.18 feet to a point on the centerline of Angling Road thence south 27 degrees 21 minutes 5 seconds west 297.8 feet, more or less, to the southern extension of the Squire Heath Lane right of Way, thence north 27 degrees 21 minutes 5 seconds east, more or less, 3,753 feet, more or less, along said center line of Angling Road, located within the northeast, northwest and southwest quarters of Section 18 , City of Portage, Michigan and more particularly described as follows:

SEC 18-3-11 COM AT W1/4 POST SEC 18 TH N 89 DEG 54 MIN 20 SEC
E ALG E&W1/4 LI SD SEC 1861.08 FT TO CTR LI ANGLING RD TH N

26 DEG 34 MIN 40 SEC E ALG CTR LI ANGLING RD 228.25 FT FOR PL BEG TH CONT N 26 DEG 34 MIN 40 SEC E ALG CTR LI ANGLING RD 118.0 FT TH N 63 DEG 25 MIN 20 SEC W 214.5 FT TH S 26 DEG 34 MIN 40 SEC W PAR TO CTR LI ANGLING RD 118.0 FT TH S 63 DEG 25 MIN 20 SEC E 214.5 FT TO PL OF BEG 0.58 A

ANGLING ACRES LOT 3 ALSO A PART OF LOT 1 DESC AS FOLLOWS: BEG AT SE COR SD LOT 3, TH N ELY 360 FT ALG WL Y LI LOT 1 TO NW COR SD LOT, TH ELY 320.45 FT ALG N LI SD LOT TO NE COR SD LOT, TH SLY 220 FT ALG E LI SD LOT 1, TH SWL Y TO PL OF BEG. 2.8A

SEC 18-3-11 COM AT W1/4 POST SEC 18 TH N 89 DEG 54 MIN 20 SEC E ALG E&W1/4 LI SD SEC 1861.08 FT TO CTR LI ANGLING RD TH N 26 DEG 34 MIN 40 SEC E ALG CTR LI ANGLING RD 110.25 FT FOR PL OF BEG TH CONT N 26 DEG 34 MIN 40 SEC E ALG CTR LI ANGLING RD 118.0 FT TH N 63 DEG 25 MIN 20 SEC W 214.5 FT TH S 26 DEG 34 MIN 40 SEC W PAR TO CTR LI ANGLING RD 118.0 FT TH S 63 DEG 25 MIN 20 SEC E 214.5 FT TO PL OF BEG 0.58 A

SEC 18-3-11 COM AT W1/4 POST SEC 18 TH N 89 DEG 54 MIN 20 SEC E ALG E&W1/4 LI SD SEC 1861.08 FT TO CTR LI ANGLING RD & PL BEG TH N 26 DEG 34 MIN 40 SEC E ALG CTR LI ANGLING RD 110.25 FT TH N 63 DEG 25 MIN 20 SEC W 214.5 FT TH S 26 DEG 34 MIN 40 SEC W PAR TO CTR LI ANGLING RD 217.0 FT TO E&W1/4 LI SD SEC TH N 89 DEG 54 MIN 20 SEC E ALG E&W1/4 LI 240.01 FT TO PL OF BEG 0.81 A

SEC 18, T3S, R1W; LOT 2 ANGLING ACRES PLAT ALSO COM AT NE COR LOT 1 OF SAID PLAT TH S'L Y ALG E LINE 220' TO POB TH CONT S'LY ALG E LINE TO E & W 1/4 LINE TH W'LY TO A PT 2249.48' E OF W 1/4 COR TH N'L Y 24' TH W'L Y 264.43' TH NW'L Y 65.56' PERP TO E'LY LINE OF ANGLING RD TO SD E'L Y LINE TH NE'L Y ALG SD E'L Y LINE TO SW COR OF SD PLAT TH E'L Y 224.27' ALG S LINE OF SAID LOT 2 TO SE COR OF SD LOT TH NE'L Y TO POB ALSO BEG AT CTR 1/4 POST OF SEC 18 TH S 27 DEG 10 MIN 30 SEC W 112.30 FT, TH W 373.67 FT, TH N 27 DEG 10 MIN 30 SEC E 112.30 FT, THE TO POB ALSO COM AT W 1/4 COR THE 2249.48' TO POB TH CONT E 419.70' TH S 33' TH W 598.22' TH N 26 DEG 54'30" E 36.97' TH W 188.03' TO E'LY LINE OF ANGLING RD TH N 26 DEG 54'30" E 60' TH S 63 DEG 05'30" E 65.56' THE 264.43' TH S 24' TO POB

SECTION 18-3-11 BEG AT NW COR E 1/2 SW 1/4 SEC 18, TH S 27.60 FT, TH S 62 DEG E 469.02 FT, TH N 27 DEG E 247.13 FT TO E & W 1/4 LI SEC 18, TH W ALG SD LI TO POB.

SEC 18-3-11 COM INT N LI SW1/4 SEC 18 & CL ANGLING RD TH E ON E& W1/4 LI 225 FT TH SWLY PAR TO CL SD RD 292 FT TH NWLY AT RT ANG TO CL ANGLING RD 190 FT TH ALG SD CL NEL Y 195 FT TOPOB

SEC 18, T3S, R1IW; COM AT W 1/4 COR TH E'LY TO C/L OF ANGLING RD TH SWLY ALG SD C/L 195' TO POB. TH SE'LY 200' TH SW'LY 75' TH NW'LY 200' TH NE'LY 75' TO POB. (.34 AC). SECTION 18-3-11 BEG 27.60 FT S OF NW COR E 1/2 SW 1/4 SEC 18, TH CONT S 272.40 FT, TH S 85 DEG E 372.26 FT, TH N 27 DEG E 100 FT, TH N 62 DEG W 469.02 FT TO POB, RESV SLY 33 FT FOR RD ROW.

SEC.18 T3S R1IW PART SW1/4 COM S89DEG 53'42"E 1862.38 FT & S26DEG 55'5"W 80.96 FT & S27DEG 19'50"W 189.04 FT FROM W1/4 COR S27DEG 19'50"W 101.97 FT S62DEG 50'50"E 386.20 FT N26DEG 58'03"E 101.77 FT NWLY 375 FT TO BEG.

SEC 18-3-11 COM AT NW COR E1/2 SW1/4 SEC 18 TH S ALG NS 1/8 LI 300 FT FOR PL OF BEG TH S 85 DEG 08 MIN E 351.9 FT TO CTR LI ANGLING RD TH SWLY ALG CTR LI SD RD 123.46 FT TH N 85 DEG 28 MIN 20 SEC W 294.65 FT TO PT ON NS 1/8 LI SD SEC TH N ALG NS 1/8 LI TO PL OF BEG

COMMENCING AT THE W 1/4 POST OF SEC 18, T3S, R1 1 W; TH S 89 DEG-52'-42" E, ALONG THE E AND W 1/4 LINE OF SAID SEC, 1862.38 FT TO THE CENTER LINE OF ANGLING RD; TH S 26 DEG-55'-52" W, ALONG SAID CENTER LINE, 80.96 FT; TH S 27 DEG-19'-50" W, ALONG SAID CENTER LINE, 290.11 FT TO THE POB; TH S 62 DEG-50'-50" E, 385.95 FT TO THE NWLY BOUNDARY OF THE PLAT OF "THE MOORS OF PORTAGE NO. 1 "; TH S 26 DEG-58'-03" W ALONG SAID BOUNDARY, 39.23 FT; TH S 27 DEG-09'-50" W ALONG SAID BOUNDARY, 44.50 FT; TH N 78 DEG-13'-23" W 245.86 FT; TH N 60 DEG-26'-20" W 149.52 FT TO THE CENTER LINE OF ANGLING RD; TH N 27 DEG-19'-50" E 142.71 FT ALONG SAID CENTER LINE TO THE POB, RESERVING THE NWLY 33 FT FOR ROADWAY PURPOSES OF ANGLING RD.

SEC 18-3-11 BEG 177.43 FT S OF NW COR E1/2 SW1/4 SEC 18, TH S 240.57 FT, TH S 85 DEG 28 MIN 20 SEC E 294.65 FT TO PT ON CTR LI ANGLING RD, TH S 27 DEG 21 MIN 05 SEC W 123.46 FT, TH N 86 DEG 29 MIN 16 SEC W 238.18 FT, TH S 118.34 FT, TH W 81.84 FT TO E LI OF HWY US 131 TH NE TOP.O.B.

COMMENCING AT THE W 1/4 CORNER OF SEC 18, T3S, R1IW; TH S 89 DEG-53'-17" E 1862.51 FT ALONG THE E AND W 1/4 LINE OF SAID

SEC TO THE CENTERLINE OF ANGLING RD; TH S 26 DEG-54'-30" W 81.11 FT ALONG SAID CENTERLINE; TH S 27 DEG-19'-50" W 432.82 FT ALONG SAID CENTERLINE TO THE POB; TH S 60 DEG-26'-20" E 149.52 FT; TH S 78 DEG-13'-23" E 245.86 FT; TH S 27 DEG-09'-50" W 89.24 FT; TH N 89 DEG-53'-1 7" W 434.65 FT TO THE CENTERLINE OF ANGLING RD; TH N 27 DEG-19'-50" E 227.94 FT ALONG SAID CENTERLINE TO THE POB, CONTAINING 1.488 ACRES.

SEC 18-3-11 COM AT NW COR E1/2 SW1/4 SEC 18 TH SO DEG 21 MIN W 536.66FT ALG W LI E1/2 SW1/4 SEC 18 TO POB TH S 86 DEG 29 MIN 16 SEC E 238.18 FT TO PT ON CTR LI ANGLING RD TH S 27 DEG 21 MIN 05 SEC W 123.46 FT ALG SD CTR LI TH N 88 DEG 08 MIN W 181.83 FT TO PT ON SD W LI TH N O DEG 21 MIN E 118.34 FT ALG SD W LI TO PL OF BEG RES ELY 33 FT FOR ROW

SEC 18-3-11 ALL THAT PART SW1/4 SEC 18 LYING E OF HWY US 131 AND W OF CENTER LI ANGLING RD, EXC N 660 FT.

Platted Land: Lots 1 through 16 as originally recorded in the Plat of Angling Acres.

Useful Life: 20 Years

Method of Apportioning:	Special Assessments	\$ 241,618.00	(18.3%)
	Capital Improvement Bonds	\$ 913,382.00	(69.2%)
	Municipal Street Fund	<u>\$ 165,000.00</u>	<u>(12.5%)</u>
	TOTAL	\$ 1,320,000.00	

Laurence E. Shaffer
City Manager

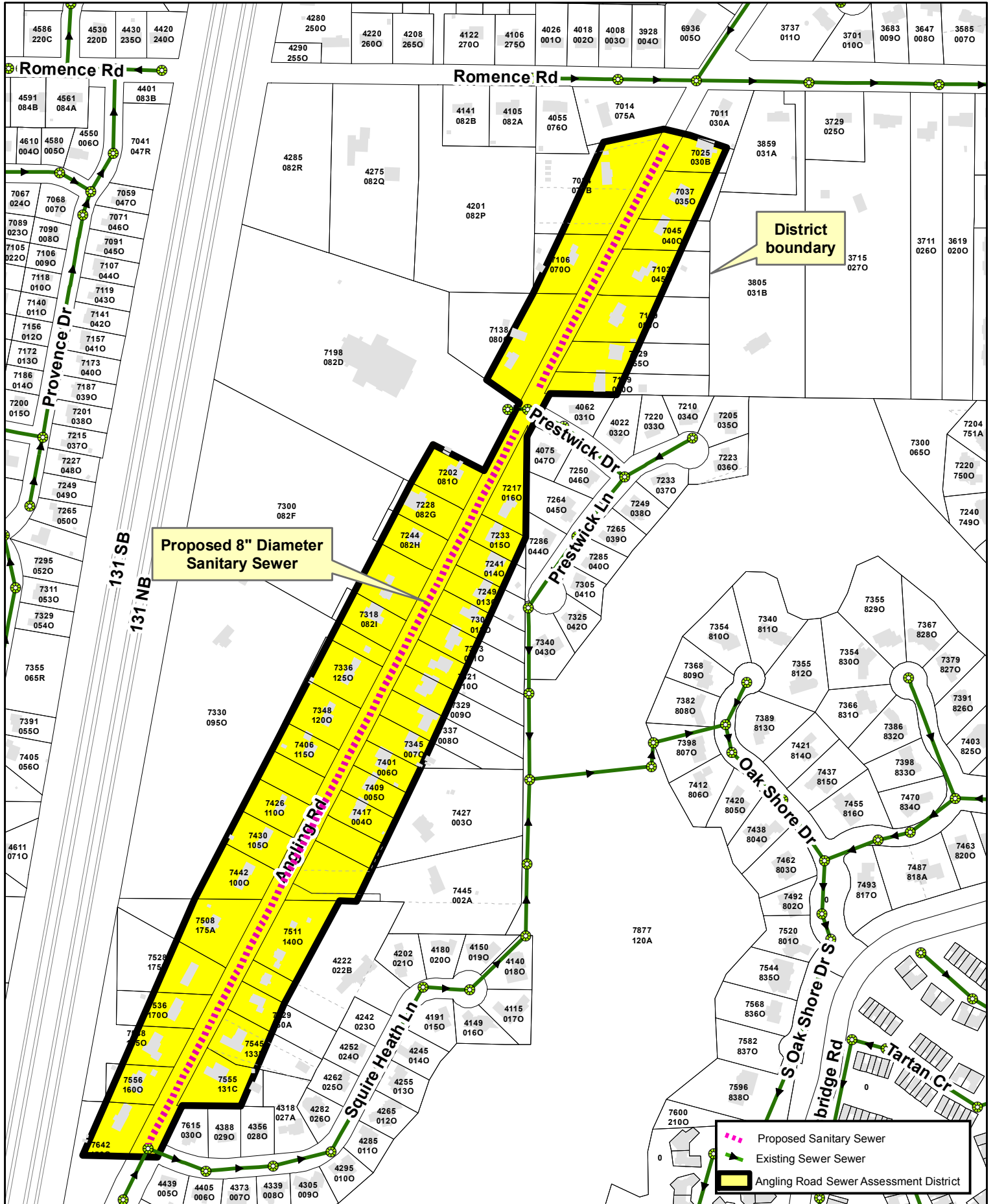
Attachments

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Sanitary Sewer Assessment District #417-S



1 inch = 400 feet



Angling Road Sanitary Sewer Project - District No. 417-S

Tentative Assessment Roll

Residential Rate of \$43.77 per Front Foot plus \$1536.67 per lead

Owner	Street Address	Parcel No.	Class	Zoning	Actual Frontage	Benefitting Frontage	Rate	Frontage Assessment	Lead Charge	Total Assessment
DEHAAN, KENNETH R TRUST	7024 ANGLING RD	00018-077-B	401	R-1B	409.55	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
HUETTEMAN, WILLIAM & LAURA TRUST	7025 ANGLING RD	00018-030-B	401	R-1B	153.65	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
WARREN, RICHARD S & GAIL J	7037 ANGLING RD	00018-035-O	401	R-1B	168.82	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
MILLER, TERRY A	7045 ANGLING RD	00018-040-O	401	R-1B	112.55	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
DEAN, BRUCE W & M THERESE	7103 ANGLING RD	00018-045-O	401	R-1B	168.62	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
DEHAAN, ETHELYN M TRUST	7106 ANGLING RD	00018-070-O	401	R-1B	216.16	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
SOULE, AMANDA, PAMELA & JAMES	7119 ANGLING RD	00018-050-O	401	R-1B	168.62	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
RATLIFF, TIMOTHY A & SONYA	7129 ANGLING RD	00018-055-O	401	R-1B	112.54	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
SIMSICK, DAVID L & JUDITH L	7138 ANGLING RD	00018-080-O	401	R-1B	372.09	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
JORDAN, JOSHUA & PARROTT, JACALYN	7139 ANGLING RD	00018-060-O	401	R-1B	106.93	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
SMITH, RICKY & ACKER-SMITH, J TRUST	7202 ANGLING RD	00018-081-O	401	R-1B	148.35	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
UTRECHT, BETH	7217 ANGLING RD	00400-016-O	401	R-1B	311.99	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
BROVONT, LINDA L	7228 ANGLING RD	00018-082-G	401	R-1B	110.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
DEFOUW, RICHARD C & T L	7233 ANGLING RD	00400-015-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
GOLKOSKY, JOAN F	7241 ANGLING RD	00400-014-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
MATTOX, RICHARD & TIFFANY	7244 ANGLING RD	00018-082-H	401	R-1B	110.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
GRIFFIN, ALAN R & HARRIS, LANA L	7249 ANGLING RD	00400-013-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
HELLENGA, WAYNE, JANICE & DEWAYNE	7300 ANGLING RD	00018-082-F	401	R-1B	178.15	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
STAMPFLER, MICHAEL L & L A G	7305 ANGLING RD	00400-012-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
BRUCKER, ROBERT	7313 ANGLING RD	00400-011-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
GALE, MICHELE L	7318 ANGLING RD	00018-082-I	401	R-1B	110.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
PIKE, SUSAN & TRUCKEY, SCOTT	7321 ANGLING RD	00400-010-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
JOHNS, STEVEN M & S M	7329 ANGLING RD	00400-009-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
SCHURING, JACK L & CAROLE L	7330 ANGLING RD	00018-095-O	401	R-1B	155.70	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
WILDER, JUDY M TRUST	7336 ANGLING RD	00018-125-O	401	R-1B	150.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
OVERLANDER, DONALD E & C M	7337 ANGLING RD	00400-008-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
NORRIS, RONALD & MARY	7345 ANGLING RD	00400-007-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
WALTER, CHRIS D & HOLLY K	7348 ANGLING RD	00018-120-O	401	R-1B	150.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
SCANLON, DANIEL & J -TRUSTEES	7401 ANGLING RD	00400-006-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
COLEGROVE, MICHAEL D & LEIGH A	7406 ANGLING RD	00018-115-O	401	R-1B	100.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
BURDIAC, JOHN & B R TRUST	7409 ANGLING RD	00400-005-O	401	R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27

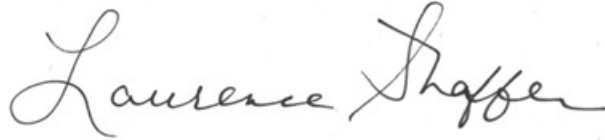
PRICE, LEONARD E & V R	7417 ANGLING RD	00400-004-O	401 R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
KAMMERAAD, SARAH M	7426 ANGLING RD	00018-110-O	401 R-1B	118.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
ALLEY, FRANKLIN & C	7427 ANGLING RD	00400-003-O	401 R-1B	90.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
WETTERS, T J & WETTERS, R W	7430 ANGLING RD	00018-105-O	401 R-1B	118.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
WHISMAN, TAMMY & PETERSON, WILLIAM	7442 ANGLING RD	00018-100-O	401 R-1B	110.25	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
NAGEL, PAULINA TRUST	7445 ANGLING RD	00400-002-A	401 R-1B	228.87	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
MENDOZA, JUAN & MARISSA	7508 ANGLING RD	00018-175-A	401 R-1B	246.13	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
LUCHIES, KENNETH D & JANET E	7511 ANGLING RD	00018-140-O	401 R-1B	211.78	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
HARIK, SALIM E & AMAL F	7519 ANGLING RD	00018-145-A	402 R-1B	75.00	75.00	\$43.77	\$3,282.75	1,536.67	\$4,819.42
KAMMAN, JAMES W & S Z	7528 ANGLING RD	00018-175-B	401 R-1B	100.00	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
STOKES, ROBERT C & PENNY D	7529 ANGLING RD	00018-150-A	401 PD	101.97	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
MURRY, MAUREEN F TRUSTEE	7536 ANGLING RD	00018-170-O	401 R-1B	123.46	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
WEISZER, JOHN A & VICKI M	7545 ANGLING RD	00018-133-B	401 PD	103.48	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
GRIDER, JON V & SARAH J	7548 ANGLING RD	00018-165-O	401 R-1B	123.46	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
EBERSOLE, KENNETH L & LINDA A	7555 ANGLING RD	00018-131-C	401 PD	227.94	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
FREVER, MICHELLE L	7556 ANGLING RD	00018-160-O	401 R-1B	123.46	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
TAYLOR, GARY R & BUTLER, STEVE E	7642 ANGLING RD	00018-156-O	401 R-1B	927.10	80.00	\$43.77	\$3,501.60	1,536.67	\$5,038.27
48 Properties				7622.62	3835.00				\$241,618.11

Updated 10-4-16 JRB

ASSESSOR\Special Assessments\2016\417-S Angling Road

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Chopin Avenue and Mozart Street Water Main Project #317-W

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation & Utilities

ACTION RECOMMENDED: That City Council adopt Resolution No. 1, accept the City Manager Report and request preparation of Resolution No. 2 for Chopin Avenue and Mozart Street Water Main Project #317-W.

The 2016-17 Capital Improvement Program budget provides funds for the installation of new water mains on Chopin Avenue from Mozart Street to 825 feet west and on Mozart Street from Beethoven Avenue to 425 feet north. The projects are in response to petitions received from area residents and would provide needed water main improvements to unserved areas of the city. A postcard survey of Chopin Avenue residents was conducted by city staff with 56 percent of the returned postcards in favor of the water improvements.

The proposed project includes installation of water main, appurtenances and individual water services to all developed properties on Chopin Avenue and Mozart Street. Installation of public water would provides a dependable water supply and enhance fire protection in the area. This project is in accordance with City Council adopted Goals and Objectives (Public Improvements) to "*continue to improve and expand the water system.*"

The special assessment process is being initiated at this time to allow construction to begin on the projects in the spring of 2017 with the intent to complete the construction during the 2017 construction season. It is recommended that City Council initiate the projects by adopting Resolution No. 1, accepting the City Manager Report and requesting preparation of Resolution No. 2 for the Chopin Avenue and Mozart Street water main.

FUNDING: The total estimated cost of the Chopin and Mozart water main project is \$320,000. The improvements are funded in fiscal year 2016-17 Capital Improvement Program budget by the utilization of special assessment bonds, city-share bonds and revenue bonds as appropriate.

Attachments:

1. Resolution No. 1 for Chopin Avenue and Mozart Street water main
2. City Manager Report
3. Special Assessment Map
4. Preliminary Special Assessment District Roll

**CITY OF PORTAGE
SPECIAL ASSESSMENT RESOLUTION NO. 1
CHOPIN AVENUE AND MOZART STREET WATER PROJECT
DISTRICT #317-W**

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan held at the City Hall in said City on the ____ day of _____, 2016 at 7:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and seconded by:

Councilmember: _____.

WHEREAS, the City Council of the City of Portage is of the opinion that it is desirable and necessary for the public health, safety and welfare that the following described public improvement be constructed:

Install approximately 825 feet of 8 inch diameter water main and appurtenances in Chopin Avenue from Mozart Street to 825 west and 425 feet of 8 inch diameter water main and appurtenances in Mozart Street from Beethoven Avenue to 425 feet north to serve existing properties on these sections of Chopin Avenue and Mozart Street. Water services will be installed to abutting properties and are included in the assessment.

AND WHEREAS, the Special Assessment Ordinance of the City provides that before determining to make any improvement by means of special assessment procedures, the City Council shall secure certain information from the City Manager,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That City Council, in response to a property owner petition, hereby commences special assessment proceedings for the above described public improvement.

2. The matter of making such public improvement shall be referred to the City Manager who is hereby directed to prepare a report which shall include all necessary and pertinent information which will enable the Council to ascertain the probable cost, extent and necessity of the proposed improvement, the boundaries, the estimated useful life, a suggested method of apportioning the cost of the project and what proportion, if any, should be paid by the City-at-large.

3. The City Manager is hereby directed to file said report and recommendations with the City Clerk as soon as the same has been prepared.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ADOPTED: YEAS: _____

NAYS: _____

ABSENT: _____

JAMES R. HUDSON, City Clerk

STATE OF MICHIGAN)
): ss
COUNTY OF KALAMAZOO)

I, the undersigned duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 2016, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____ day
of _____, 2016.

JAMES R. HUDSON, City Clerk

APPROVED AS TO FORM
DATE 10/20/2016
R
CITY ATTORNEY

CITY MANAGER REPORT

CITY OF PORTAGE

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

DATE: November 1, 2016

SUBJECT: Chopin Avenue and Mozart Street Water Main Project #317-W

I, the undersigned, being City Manager of the City of Portage, Michigan, in pursuance of a resolution adopted by the City Council, relative to the above entitled special assessment project, hereby report the probable cost, extent, necessity of the proposed improvement, the boundaries, the estimated useful life and suggested method of apportioning of the cost of the project, the proportion, if any, to be paid by the city-at-large, and other necessary and pertinent information as follows:

Probable Cost: \$320,000

Extent of Project: Install water main and appurtenances in Chopin Avenue from Mozart Street to West End and Mozart from Chopin Avenue to North End to serve existing properties on this section of Chopin Avenue and Mozart Street. Water services will be installed to abutting properties and are included in the assessment.

Necessity: The installation of water main is needed to provide public water to a previously unserved area of the city, provide a dependable supply of water and enhance fire protection in the area.

Boundaries: Unplatted Land:

All unplatted land lying adjacent to or abutting the following described portion of right-of-way for Chopin Avenue west of Mozart Street ending at a cul-de-sac and Mozart Street, north of Beethoven Avenue ending at a cul-de-sac, located within the northwest and northeast quarters of Section 32 and the southeast quarter of Section 29, City of Portage, Michigan and more particularly described as follows:

Situated in northwest and northeast quarters of Section 32; Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan; Commencing at the northwest corner of Lot 49 of the recorded plat of Maestro Acres No. 1 and Place of Beginning; thence west 337.68 feet, thence south 329.63 feet; thence east 315 feet; thence north 68 feet; thence west 100

feet; thence north 100 feet; thence east 124.61 feet; thence north 132 feet more or less to the Place of Beginning and ending of the above described.

Also;

Situated in northwest and northeast quarters of Section 32 and southeast quarter of Section 29; Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan; Commencing at the northeast corner of Lot 28 of the recorded plat of Maestro Acres No. I and Place of Beginning; thence N89°50'38"W 227 feet, thence N00°13'33 "E 119.04 feet; thence N70°45'15"E 51.05 feet; thence S89°50'38"E 178.87 feet; thence N00°13'33"E north 29.26 feet; thence S89°50'38"E east 136.54 feet; thence S00°13'33"W south 165 feet; thence N89°50'38"W west 37.17 feet; thence N00° 13 '33 "E north 33 feet; thence N89°50'38"W west 100 feet; thence S00°13'33"W south 33 feet more or less to the Place of Beginning and ending of the above described.

Platted Land:

Lots No. 25 through 29 inclusive as originally recorded in the Maestro Acres No. 1 Plat.

Useful Life: 20 Years

Method of	Special Assessments	\$ 105,272.00 (32.9%)
Apportioning:	Capital Improvement Bonds	\$ 214,728.00 (67.1%)
	Municipal Street Fund	
	TOTAL	\$320,000.00

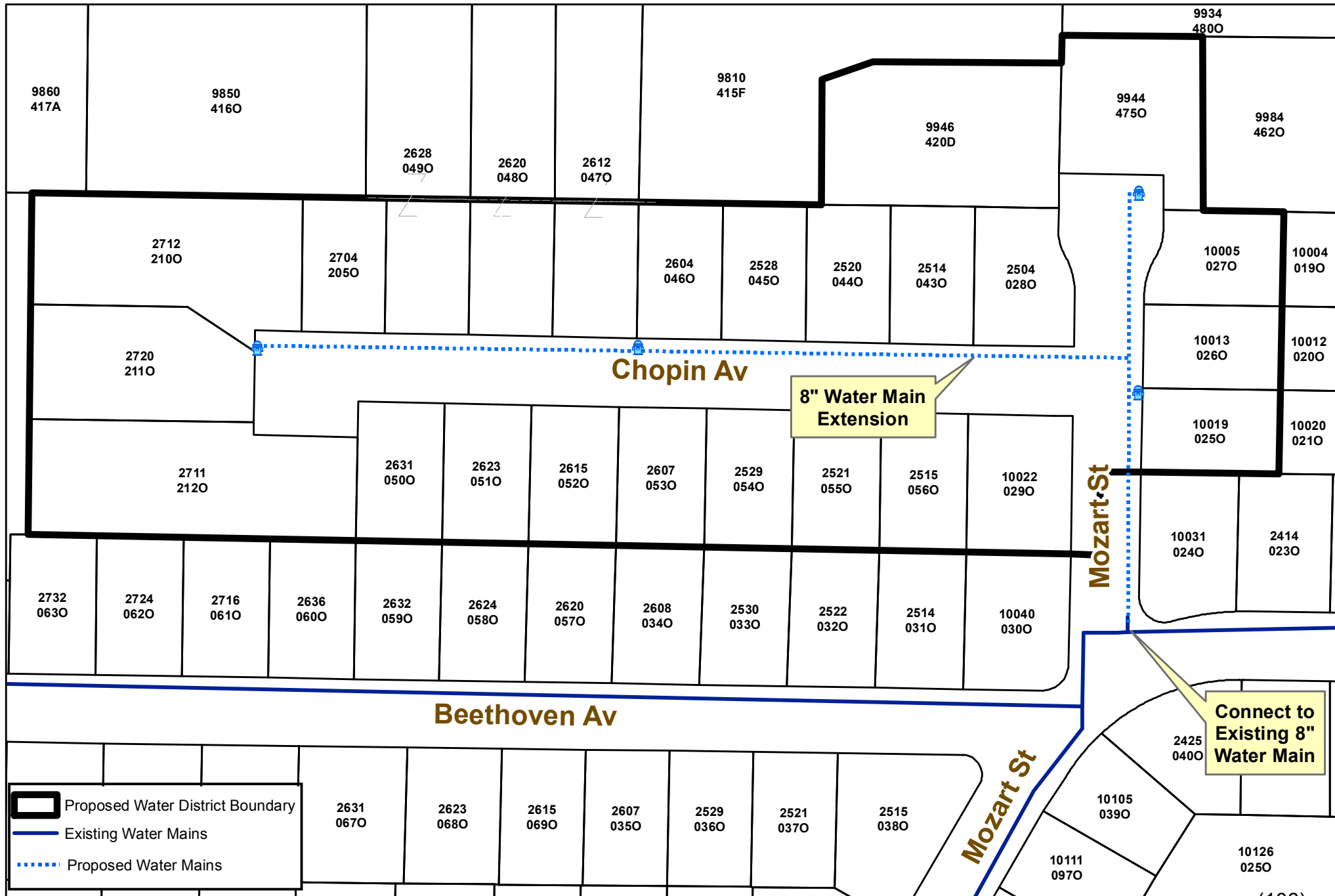
Laurence Shaffer
City Manager

Attachments

Chopin Avenue & Mozart Street Water Assessment District #317-W



1 inch = 120 feet



Chopin Avenue & Mozart Street Water Main Project - District No. 317-W

Tentative Assessment Roll

Residential Rate of \$38.77 per Front Foot plus \$1235.00 per lead

Owner	Street Address	Parcel No.	Class	Zoning	Actual Frontage	Benefitting Frontage	Rate	Frontage Assessment	Lead Charge	Total Assessment
HOLLISTER, BRAD & JOHNSON, KYLIE	2504 CHOPIN AVE	04801-028-O	401	R-1B	96.59	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
MONTANYE II, STEPHEN S	2514 CHOPIN AVE	04802-043-O	401	R-1B	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
MURRAY, SARAH A	2515 CHOPIN AVE	04802-056-O	401	R-1B	83.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
FREDERICK, PAUL & MARY TRUST	2520 CHOPIN AVE	04802-044-O	401	R-1B	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
IGNELZI, MARCIA	2521 CHOPIN AVE	04802-055-O	401	R-1B	83.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
KUIPER, CLARENCE H & S A	2528 CHOPIN AVE	04802-045-O	401	R-1B	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
THELEN, MARK M & KELLY J	2529 CHOPIN AVE	04802-054-O	401	R-1B	83.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
DAVIDSON, JUDITH A	2604 CHOPIN AVE	04802-046-O	401	R-1B	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
PETERSON, TODD D & C E	2607 CHOPIN AVE	04802-053-O	401	R-1B	83.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
DAHLINGER, MARTHA L	2612 CHOPIN AVE	04802-047-O	401	R-1B	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
ALTERMATT, ANNA	2615 CHOPIN AVE	04802-052-O	401	R-1B	83.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
SHELNER, EARLE II & PAULA	2620 CHOPIN AVE	04802-048-O	401	R-1C	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
ULLEMAYER, NORMAN J - TRUSTEE	2623 CHOPIN AVE	04802-051-O	401	R-1B	83.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
SMITH, RICHARD A JR - TRUSTEE	2628 CHOPIN AVE	04802-049-O	401	R-1C	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
BIGELOW, W A & E	2631 CHOPIN AVE	04802-050-O	401	R-1B	83.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
CORY, REBECCA L	2704 CHOPIN AVE	00032-205-O	401	R-1C	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
SIMS, NICOLAS T & SUSANNAH	2711 CHOPIN AVE	00032-212-O	401	R-1C	112.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
GREENWOOD, DANIEL F	2712 CHOPIN AVE	00032-210-O	401	R-1C	64.61	64.61	\$38.77	\$2,504.93	1,235.00	\$3,739.93
SUTHERLAND, SEAN & AMANDA	2720 CHOPIN AVE	00032-211-O	401	R-1C	68.00	68.00	\$38.77	\$2,636.36	1,235.00	\$3,871.36
SCHUG, JOSEPH L & KAREN E	9944 MOZART ST	00029-475-O	401	R-1B	133.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
JAIME, SARA K	9946 MOZART ST	00029-420-D	401	R-1C	33.00	33.00	\$38.77	\$1,279.41	1,235.00	\$2,514.41
JOHNSON, JASON L & FRANCES L	10005 MOZART ST	04801-027-O	401	R-1B	73.33	73.33	\$38.77	\$2,843.00	1,235.00	\$4,078.00
MCDADE, AUGUSTUS E & S C	10013 MOZART ST	04801-026-O	401	R-1B	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
BAY, MARTHA J & BRIAN R	10019 MOZART ST	04801-025-O	401	R-1B	80.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
MARTIN, EDWIN W & D J	10022 MOZART ST	04801-029-O	401	R-1B	132.00	80.00	\$38.77	\$3,101.60	1,235.00	\$4,336.60
25 Properties					2,093.53	1,918.94				105,272.30

Updated 10-03-16 JRB

ASSESSOR\Special Assessments\2016\317-W Chopin Ave

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: West Lake Nature Preserve and Central Park Playground Improvements

SUPPORTING PERSONNEL: Kendall Klingelsmith, Director of Parks, Recreation and Senior Citizen Services

ACTION RECOMMENDED: That City Council award a contract to Sinclair Recreation, of Holland, Michigan, in the amount of \$80,000 for playground improvements at West Lake Nature Preserve and Central Park and authorize the City Manager to execute all documents related to this action on behalf of the city.

The FY 2016-2017 Capital Improvement Program (CIP) budget supports funding for replacement of the playground structures at West Lake Nature Preserve and Central Park. The structures at these two park locations are almost 26 years old and do not meet current playground safety regulations. The existing structures will be removed this fall.

Three notable playground vendors, which are partners with cooperative government purchasing programs, were requested to provide several designs for the playground sites. All vendors were given a "not to exceed" budget of \$80,000, which corresponds with the CIP specifications. Once options were submitted, designs and vendors were chosen which best captured the elements of the parks and provided the greatest amount of equipment for the budget.

The designs were carefully reviewed and evaluated based on compliance with specifications, cost, quality of components and play value. Although all vendors submitted quality playground designs, the proposal from Sinclair Recreation of Holland, Michigan in the amount of \$80,000 best addresses the need of the community. The equipment will also be provided by Sinclair Recreation utilizing the cooperative purchasing program U.S. Communities. Sinclair will install the new equipment in the spring with city personnel completing the necessary site preparation. Use of city staff for this work is projected to result savings of \$3,000. Sinclair has extensive experience in municipal playground projects and currently has playgrounds in Portage parks. Sinclair Recreation is skilled in the equipment and installation methods required to meet current playground safety standards.

Therefore, it is recommend that City Council award a contract to Sinclair Recreation for the purchase and installation of playground equipment at West Lake Nature Preserve and Central Park in an amount not to exceed \$80,000 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funds in the amount of \$80,000 are available in fiscal year 2016-2017 Capital Improvement Program budget for this project.

Attachments:

1. Central Park Playground
2. West Lake Nature Preserve Playground



Rendered with
Starlight basic
White accents
Sky Blue plastic
Blue benches



Sinclair Recreation

1-800-444-4954/www.Sinclair-rec.com

City of Portage Central Park - Option Three



A PLAYCORE Company
800.235.2440 / www.gametime.com



Rendered with
Starlight basic
White accents
Sky Blue plastic
Blue benches



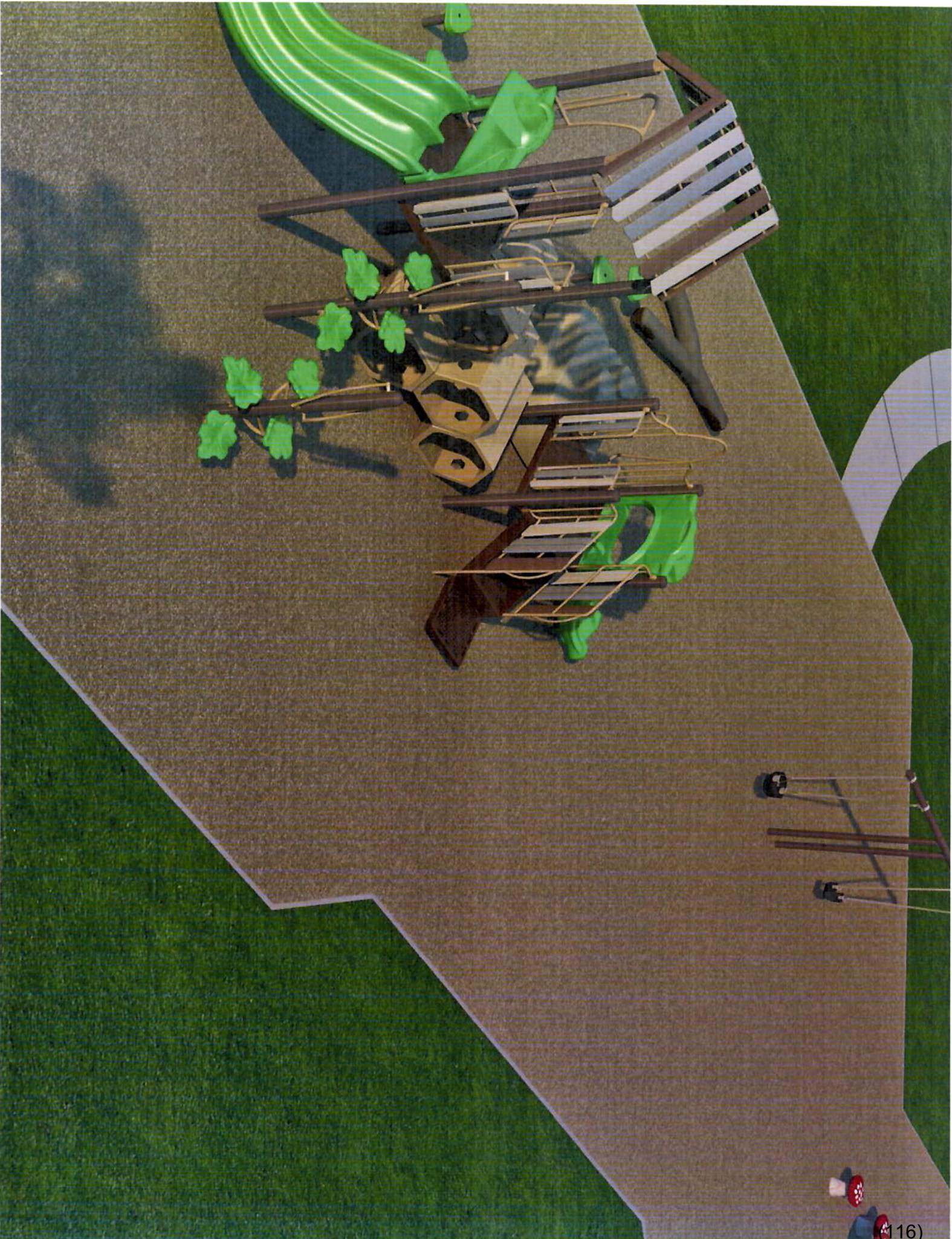
Rendered with
Starlight basic
White accents
Sky Blue plastic
Blue benches



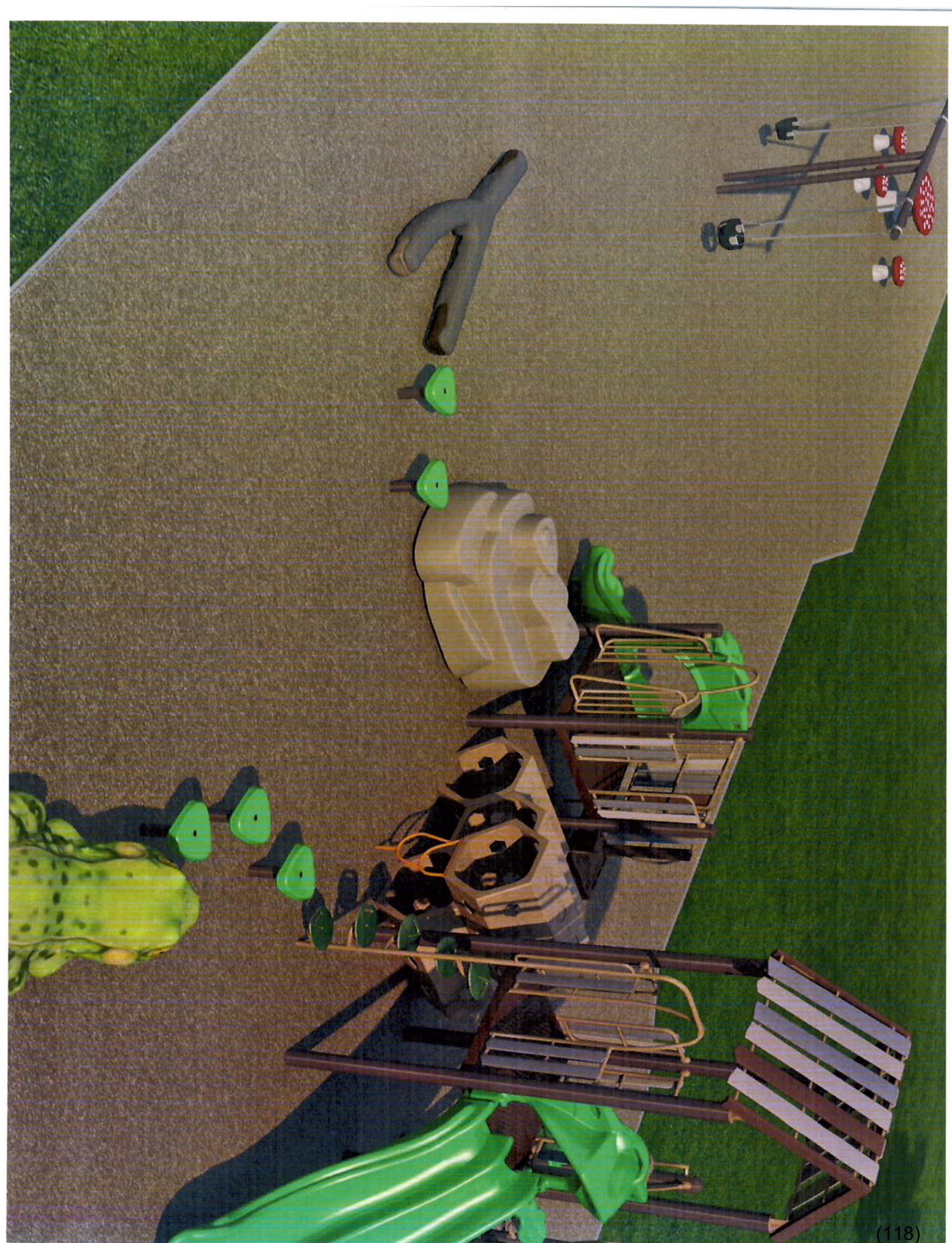
Rendered with
Starlight basic
White accents
Sky Blue plastic
Blue benches











TO: Honorable Mayor and City Council

FROM: Peter J. Strazdas, Mayor

SUBJECT: Closed Session

ACTION RECOMMENDED: That City Council hold a closed session immediately following the regularly scheduled City Council meeting of Tuesday, November 1, 2016 to discuss a personnel matter.

A closed session is requested immediately following the regularly scheduled City Council meeting of Tuesday, November 1 to discuss a personnel matter. City Council will reconvene in public session subsequent to the completion of the closed session.

FUNDING: N/A

Attachments: 1. N/A

**BOARD OF EDUCATION
REGULAR BUSINESS MEETING AND SPECIAL MEETING**

September 26, 2016

The regular business meeting of the Board of Education of the Portage Public Schools held on Monday, September 26, 2016, was called to order at 6:32 p.m. by President Van Antwerp in Conference Room 1 at the Administration Building, 8107 Mustang Drive. He welcomed an audience of 10 people and all in attendance recited the Pledge of Allegiance.

Board Trustees Present: Kurt Droppers, Terri Novaria, Rusty Rathburn, Celeste Shelton-Harris, Bo Snyder, Randy Van Antwerp and Joanne Willson

Board Trustees Absent: None

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mrs. Willson, seconded by Mr. Rathburn, that the Board of Education approve the agenda as printed.

Motion carried unanimously.

REPORTS

Superintendent's Report. Superintendent Bielang introduced Mrs. Michelle Karpinski, Community Relations Manager. On behalf of the Board, Mrs. Karpinski recognized and congratulated Ms. Michelle Reile for being selected as the Michigan's 2016 Elementary Art Educator of the Year by the Michigan Education Association. President Van Antwerp presented Ms. Reile with a certificate of recognition

International Baccalaureate Update. Mr. Michael Huber, Director of Curriculum, introduced the International Baccalaureate (IB) Coordinators and Teachers: Mr. Chuck Schira from Central High School and Mr. Rick Searing from Northern High School. Mr. Schira and Mr. Searing provided an update on the success of the IB Diploma Programs in the District. They highlighted the core of IB, history of the program in the District as well as sharing data on candidates and testing. Mr. Schira and Mr. Searing responded to numerous Trustee questions and offered thanks to Mr. Neal Miedema for sponsoring the yearly IB Recognition Reception in the spring.

Superintendent's Report, continued. Superintendent Bielang informed the audience that coaches from Studer Education spent the day working with the Executive Team and the Service Excellence Team on evidence based leadership. The goal is to create a set of standards that will define a best-place-to-work/learn environment for the District.

Superintendent Bielang provided a Bond update noting the architects continue to meet with the District team regarding the middle schools interior design, color schemes, lighting and floor coverings in all areas of the new buildings.

COMMENTS OR COMMUNICATIONS

President Van Antwerp opened the comments and communications portion of the meeting and asked if there were any citizens who would like to speak to the Board. Seeing no one come forward, President Van Antwerp opened the floor to comments from fellow Board members.

Mrs. Willson reminded Trustees of the Michigan Association of School Boards (MASB) Region 6 Legislative Priority Setting meeting on September 29, 2016, at 7 p.m. at the Kalamazoo Regional Educational Service Agency.

President Van Antwerp reminded Trustees of the Kalamazoo County School Officials meeting planned for October 12, 2016, and the Policy Committee meeting on September 29, 2016.

CONSENT AGENDA

President Van Antwerp presented the following Consent Agenda items for approval by the Board of Education: The minutes of the August 15, 2016, Regular Business Meeting and Special Meeting; August 15, 2016, Closed Session Meeting; August 22, 2016, Policy Governance Retreat; and September 12, 2016, Policy Governance Retreat and Committee of the Whole Work Session Meeting.

There being no objections, motion carried unanimously.

ACTION ITEMS

Motion offered by Mrs. Novaria, seconded by Mr. Snyder, that the Board of Education approves the National School Lunch Week Proclamation, as presented.

Mrs. Novaria read the proclamation. Superintendent Bielang commented on a thank you note from the Department of Education pertaining to the District's summer feeding program, Meet Up & Eat Up. He thanked the Food Services Manager, Ms. Susan Livingston, for her efforts to make this program a success.

Motion carried unanimously.

Motion offered by Mrs. Willson, seconded by Mr. Droppers, that the Board of Education approves the School Bus Safety Week Proclamation, as presented.

Mrs. Willson read the proclamation. President Van Antwerp recognized and thanked the entire Transportation Department for their dedicated service to District students.

Motion carried unanimously.

DISCUSSION ITEMS

Recommended Early Literacy Initiative, Lexia Core5 Purchase. Mr. Huber shared details relating to the recommendation to purchase of an 800 student subscription and implementation support package of Core5 Reading Intervention and Assessment Tool for select Kindergarten through

third grade students for \$25,100 from Lexia Learning Systems of Concord, MA. This purchase will be made from the 104d Early Literacy Grant funds. Superintendent Bielang noted the Curriculum Instruction Council will be reviewing this recommendation and it will be an Action Item at the October 10, 2016 Board Work Session.

Board Self-Evaluation Review Policies 4.1, Unity of Control; 4.2, Accountability of the Superintendent; and 4.3 Delegation to the Superintendent. President Van Antwerp provided background on the review of these Policies and requested Trustees return comments to him before the October 24, 2016, Policy Governance Retreat.

CLOSED SESSION

Motion offered by Mrs. Willson, seconded by Mr. Snyder, that the Board of Education move into closed session for the purpose of discussing attorney-client privileged information [Section 8(h) of the Open Meetings Act].

Upon a roll call vote, all Trustees present voted in favor of the motion.

The Board moved into closed session at 7:22 p.m.

The Board returned to open session at 8:04 p.m.

There being no further business to come before the Board, the meeting was adjourned at 8:05 p.m.

Respectfully submitted,

Edna Kent
Recording Secretary



**PROCLAMATION
NATIONAL SCHOOL LUNCH WEEK
October 10-14, 2016**



WHEREAS, It is with great respect for the accomplishments of Portage's school food service leads, servers, cashiers and driver personnel and substitutes that we commemorate October 10-14, 2016 as National School Lunch Week. During this special observance, we encourage all citizens to recognize the dedication and skill of our school food service employees; and

WHEREAS, Each day, a total of 70 food service employees prepare and serve over 5,400 lunches a day. This is in addition to ordering, storing, and expediting each menu item to each location, adhering to food safety, sanitation, and nutritional guidelines as well as giving each customer the time and consideration to listen, hear and deliver what they are looking for each day. Fortunately we have exemplary professionals who have devoted their careers to providing high quality service to our children and staff; and

WHEREAS, On behalf of our students and staff, it is a pleasure to commend the women and men who accept and meet the challenges of school food service. The observance of School Lunch Week is a welcome opportunity to thank these patient, caring, skilled public servants. Those involved in this pursuit should be very proud of their contribution to education. Now, therefore, be it

RESOLVED BY THE BOARD OF EDUCATION, That we proudly commemorate October 10-14, 2016 as National School Lunch Week, and we commend everyone who has contributed to the successful operation of our lunch program. By working together, we can make a difference in every student's life.

Proclaimed this 26th day of September, 2016
Portage Public Schools Board Of Education

**PROCLAMATION
SCHOOL BUS SAFETY WEEK
October 17-21, 2016**

WHEREAS, It is with great respect for the accomplishments of Portage's professional school bus drivers, mechanics, office staff, and manager that we commemorate October 17-21, 2016 as School Bus Safety Week. During this special observance, we encourage all citizens to recognize the dedication and skill of school transportation employees; and

WHEREAS, Each day, over 5,300 Portage students ride on 63 school buses, traveling over 735,000 miles annually. Driving so many miles, coordinating the countless routes, and supervising the dozens of students on each vehicle requires an outstanding effort. Fortunately we have exemplary professionals who have devoted their careers to transporting our children safely; and

WHEREAS, Our fleet and staff have a proud tradition of excellence during annual safety inspections by the Michigan State Police Motor Carrier Inspectors; and

WHEREAS, On behalf of our young people, it is a pleasure to commend the women and men who accept and meet the challenge of school transportation. The observance of School Bus Safety Week is a welcome opportunity to thank these patient, skilled, and caring public servants. Those involved in this pursuit should be very proud of their contribution to education; and

WHEREAS, This special week serves as a fitting time to urge all drivers to become more aware of school bus safety regulations. Serious injuries and deaths occur when motorists fail to stop for school buses. Now that the school year has begun, we remind drivers to be cautious and attentive around school buses. It is also an appropriate time to ask students to listen to their bus drivers and pay close attention to bus safety rules; now, therefore be it

RESOLVED BY THE BOARD OF EDUCATION, That we proudly commemorate October 17-21, 2016 as School Bus Safety Week, and we commend everyone who has contributed to the successful operation of our school buses. We also encourage all citizens to drive carefully and to be alert around school buses. By working together, we can make this the safest school year ever.

Proclaimed this 26th day of September, 2016
Portage Public Schools Board of Education

**BOARD OF EDUCATION
COMMITTEE OF THE WHOLE WORK SESSION MINUTES**

October 10, 2016

The work session of the Board of Education of the Portage Public Schools held on Monday, October 10, 2016, was called to order at 6:30 p.m. by President Van Antwerp in Conference Room 1 in the Administration Building, 8107 Mustang Drive. He welcomed an audience of 8 people; all in attendance recited the Pledge of Allegiance.

Board Trustees Present: Kurt Droppers, Terri Novaria, Celeste Shelton-Harris, Randy Van Antwerp and Joanne Willson

Board Trustees Absent: Rusty Rathburn and Bo Snyder

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mrs. Willson, seconded by Mr. Droppers, that the Board of Education approve the agenda as printed.

Motion carried unanimously.

REPORTS

Superintendent's Report. Superintendent Bielang informed the Trustees that the 2016/17 student counts are even with the previous year and noted the District is also providing services to four parochial schools. He shared news of a Bond Update Meeting being planned for the community on October 18, 2016, at 6:30 p.m. in the Little Theatre at North Middle School. The Superintendent reminded Trustees of the Kalamazoo County School Officers Association meeting on October 12, 2016. Superintendent Bielang reported on the successful Portage Cross Country Invitational meet held on October 8 and offered thanks to Mr. Bill Beck and the Portage Rotary for course and grounds clean-up. He reminded Trustees that a Board Policy Governance Retreat is planned for October 24 at 4:00 p.m. followed by the Regular Board Meeting. The Superintendent noted Friday, October 14 is a half day of school for students. Staff members will be engaged in numerous professional development sessions throughout the District during the afternoon.

COMMENTS OR COMMUNICATIONS

President Van Antwerp opened the comments and communications portion of the meeting and asked if there were any citizens who would like to speak to the Board. Seeing no one come forward, President Van Antwerp opened the floor for Trustee comments.

Mrs. Willson discussed volunteering at the well-attended Portage Cross Country Invitational and offered thanks to the District staff, volunteers and City for the combined efforts. She congratulated Central High Schools Marching Band for their first place, Class A Championship, in the Vicksburg Band-O-Rama. She congratulated Mr. Bryan Hill, the winner of the District 6360 Rotary Golden Trowel Award. This award is given to non-Rotarians for their significant impact on the community.

Mr. Hill was nominated for his work with the Rotary Interact Club. Mrs. Willson shared highlights of the Michigan Association of School Boards (MASB) Region 6 Legislative Priority Setting meeting on September 29, at the Kalamazoo Regional Educational Service Agency (study breakdown attached).

Mrs. Novaria shared highlights from the Central versus Northern varsity football game. She congratulated the Northern High School Marching Band for their third place finish overall at a recent competition. Mrs. Novaria also noted this was the highest score the Band had ever achieved.

President Van Antwerp reminded Trustees of the Policy Governance Retreat planned for October 24 at 4:00 p.m. and Mr. Gary Goscenski, Director of Perspectives Consulting Group, Inc., will be sending some questions to Trustees in advance of the Retreat.

President Van Antwerp noted there were no Board Committee Reports.

DISCUSSION ITEMS

Recommendation for Central High School Compressor Replacement and Redesign. Mr. Ron Herron, Assistant Superintendent of Operations, provided background information on the recommended purchase and installation of four (4) Compressors and Piping redesign at Central High School from Trane Company of Grand Rapids, for an amount not to exceed \$68,037.00. These funds will come from the 2016-17 Building and Sites Sinking Fund budget. Mr. Herron and Mr. Allan Shearer, Maintenance and Facilities Manager, responded to numerous questions pertaining to: specs, bids, original builders, warranty, engineering decisions and maintenance.

Motion offered by Mrs. Willson, seconded by Dr. Shelton-Harris, that the Board of Education to move the recommended purchase and installation of four (4) Compressors and Piping redesign at Central High School to an action item.

Motion carried unanimously.

Motion offered by Mrs. Novaria, seconded by Mr. Droppers, that the Board of Education approve the purchase and installation of four (4) Compressors and Piping redesign at Central High School from Trane Company of Grand Rapids, for an amount not to exceed \$68,037.00. These funds will come from the 2016-17 Building and Sites Sinking Fund budget, as presented.

Motion carried unanimously.

Review of Policies 3.4, Agenda Planning; 3.10, Cost of Governance; and 4.5, Superintendent Compensation. President Van Antwerp led the discussion pertaining to Policy Committee recommended changes, responded to Trustee questions and noted the Board would take action on this item at the October 24, 2016, Regular Meeting.

Review of Policies 2.6, Asset Protection and 2.10, Communication and Support to the Board. President Van Antwerp led the discussion pertaining to Trustee comments regarding Monitoring Report 2.6, Asset Protection. After much discussion pertaining to handbooks, there was no support to discuss this further. President Van Antwerp led the discussion pertaining to Monitoring Report 2.10, Communication and Support to the Board. Trustees discussed possible elimination of the Financial Report. Mrs. Karla Colestock, Director of Finance, noted District auditors see this information as a

valuable internal control procedure and Superintendent Bielang recommended continuing but modifying this report. President Van Antwerp noted the request for more legislative updates from Superintendent Bielang. President Van Antwerp welcomed Mrs. Willson to lead the discussion pertaining to detailed budget information for Enrichment Classes and Curious Kids. Mrs. Colestock provided background information on where these details could be found in the published budget. Mrs. Willson will research this further and provide an update to the Board at a future meeting.

Board Self-Evaluation Policy 4.4, Monitoring Superintendent Performance. President Van Antwerp requested Trustees turn in completed evaluation forms for this Policy as well as Policies 4.1, 4.2 and 4.3. He noted that all governance process Policies have been reviewed and the Board will begin review of the Bylaws at the November 14 Work Study Session.

ACTION ITEMS

Motion offered by Mrs. Willson, seconded by Dr. Shelton-Harris, that the Board of Education approve the purchase of an 800 student subscription and implementation support package of Core5 Reading Intervention and Assessment Tool for select Kindergarten through third grade students for \$25,100 from Lexia Learning Systems of Concord, MA. This purchase will be made from the 104d Early Literacy Grant funds, as presented.

Motion carried unanimously.

Motion offered by Mr. Droppers, seconded by Mrs. Novaria, that the Board of Education approve Monitoring Report – Policy 2.1, Treatment of Consumers, as a reasonable interpretation and evidence of compliance with Policy, as presented.

Superintendent Bielang provided an overview of the Monitoring Report highlighting the establishment of a Service Excellence Team and a District survey that hope to expand employee engagement and customer satisfaction.

Motion carried unanimously.

Motion offered by Mrs. Novaria, seconded by Dr. Shelton-Harris, that the Board of Education approve Monitoring Report – Policy 2.5, Financial Condition and Activities, as a reasonable interpretation and evidence of compliance with Policy, as presented.

Superintendent Bielang shared a review of the Monitoring Report and welcomed Mrs. Karla Colestock. Mrs. Colestock presented a General Fund Condensed Statement of Revenues and Expenditures for the twelve months ended June 30, 2016. She reviewed the documents explaining the major budget variances to actual results for both the revenues and expenditures. Mrs. Colestock also walked through a roll forward of the fund balance for the General Fund to support the amounts in the Monitoring Report. Both Superintendent Bielang and Mrs. Colestock responded to Trustee questions.

Motion carried by a vote of 4-1 with Mrs. Willson voting against the motion.

Motion offered by Mr. Droppers, seconded by Mrs. Novaria, that the Board of Education approve Monitoring Report – Policy 2.8, Conflict of Interest, as a reasonable interpretation and evidence of compliance with Policy, as presented.

Superintendent Bielang confirmed there were no changes to this Monitoring Report.

Motion carried unanimously.

Motion offered by Mrs. Novaria, seconded by Dr. Shelton-Harris, that the Board of Education approve Monitoring Report Ends Policy 1.1, as a reasonable interpretation and evidence of compliance with Policy, as presented.

Superintendent Bielang welcomed Mr. Michael Huber, Director of Curriculum. Mr. Huber presented a detailed overview of Monitoring Report 1.1, local, state and national measures and observations. Mr. Huber and Superintendent Bielang responded to numerous Trustee questions.

Motion carried unanimously.

There being no further business to come before the Board, the meeting was adjourned at 8:56 p.m.

Respectfully submitted,

Edna Kent
Recording Secretary



Michigan Education Finance Study Breakdown

PURPOSE:

To determine the sufficient resources needed to provide a quality public education for all pupils and whether Michigan's system of funding is equitable

Drew conclusions from
54 districts

Not Addressed:

- Special education costs
- Career technical education
- Early college programs
- Other nontraditional education services

Base Cost to Educate a Student: \$8,667 per pupil

based on notably successful districts and no identifiable special needs



Recommendations:

1. The base cost to educate a student for notably successful districts should be used for all.

4. Regional benchmarks for noninstructional expenditures should not be set at this time.

7. Michigan should work to create a more equitable state funding system.

2. Funding for at-risk and ELL students should be 30 and 40% more than the base cost, respectively.

5. Regional benchmarks for capital or debt service expenditures should not be set at this time.

3. Michigan should create a system that better tracks all special education expenditures.

6. Michigan should collect targeted data to look at regional cost differences.

Questions or Comments?

Contact MASB Government Relations Team at masbgov@masb.org.

Study required by Public Act 555 of 2015 and conducted by Augenblick, Palaich and Associates