FINAL AGENDA FOR THE COUNCIL MEETING
CITY OF PORTAGE
JULY 8, 2025

6:00 p.m. Call to Order.

Moment of Silence.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. National Day of Summer Learning
2. Disability Pride Month

Petitions and Statements of Citizens (3 mins. per speaker).

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
   a. Committee of the Whole of June 24, 2025
   b. Regular Meeting of June 24, 2025
2. Approve the Accounts Payable Register of July 8, 2025, as presented.
3. Approve a budget amendment to use $541,612.80 in excess General Fund balance to fund the purchase of 7716 South Westnedge Avenue, via a transfer from the General Fund to the Capital Improvement Fund, and authorize the City Manager to execute all documents related to this action on behalf of the city.
4. Meet in Closed Session immediately following the regularly scheduled City Council Meeting of Tuesday, July 8, 2025, to discuss two separate matters:
   1) A personnel matter under Sec. 8(1) a of the Michigan Open Meetings Act, and
   2) Settlement strategy relating to pending litigation under Sec. 8(1)e of the Michigan Open Meetings Act.
5. Minutes of Boards & Commissions:
6. Materials Transmitted.
7. Calendar of Meetings:
   - Park Board: Wednesday, July 9 at 6:30 p.m. at Central Park (7810 Shaver Rd).
   - Zoning Board of Appeals: Monday, July 14 at 7:00 p.m. in the City Council Chambers at City Hall.
   - Senior Citizens Advisory Board: Wednesday, July 16 at 2:30 p.m. in Conference Room 1 at City Hall (new regular meeting location).
   - Planning Commission: Thursday, July 17 at 7:00 p.m. in the City Council Chambers at City Hall.

B. Communications:

C. Public Hearings:

1. Subsequent to the public hearing, consider approving the American Village Development II, LLC, Brownfield Redevelopment Plan Application, with Brownfield Redevelopment Plan Amendment No. 15, for McConley Cove at 1075 Bacon Avenue.

D. Regular Business Agenda:

E. Unfinished Business:

1. Approve the Stanwood Crossings Declaration of Easements and Protective Covenants and direct the City Manager to execute all documents related to this action on behalf of the city

F. Council Committee Reports:

G. New Business:

H. Statements of City Council and City Manager.

Adjournment.

CITY OF PORTAGE PROCLAMATION

National Day of Summer Learning

WHEREAS, high-quality summer learning opportunities are more important than ever; and

WHEREAS, the City of Portage recognizes the need to come together to ensure youth and families have access to inclusive, high-quality youth programming and young people receive critical support to heal, lead, and thrive in the summer months; and

WHEREAS, the National Day of Summer Learning recognizes the vital role of inclusive, high-quality summer programs in supporting young people to thrive; and

WHEREAS, youth leadership and employment programs provide young people with real world skills, mentorship, and meaningful opportunities to shape their futures and contribute to their communities; and

WHEREAS, community partners – including schools, nonprofits, libraries, businesses, and the youth themselves – are innovating to ensure all young people can access enriching, affirming, and culturally responsive summer experiences

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, Mayor of the City of Portage, hereby proclaim July 17 at National Day of Summer Learning in Portage, Michigan and encourage citizens to recognize and support the programs that ensure youth and their families can access to quality summer learning opportunities and support.

Signed this 8th day of July, 2025.

____

Patricia M. Randall, Mayor

national summer learning association

KYD network
Kalamazoo Youth Development

CITY OF PORTAGE PROCLAMATION

Disability Pride Month Proclamation

WHEREAS, one in four adults in the United States lives with some form of disability and each of us is likely to know someone with a disability; and

WHEREAS, Disability Network Southwest Michigan works to build an equitable, inclusive, and accessible community; and

WHEREAS, by recognizing July as Disability Pride Month will help spread awareness and dispel stereotypes throughout Southwest Michigan; and

WHEREAS, disability is part of human diversity, akin to gender, height, ethnicity, or left-handedness, and therefore should be viewed through the lens of civil rights rather than through a medical lens, and this shift is necessary to change the perceptions of society and media; and

WHEREAS, when individuals experience barriers that hinder full participation in our community, it is our collective responsibility to cultivate an environment that accommodates and embraces all diversity, including disability.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, Mayor of the City of Portage, recognize July as Disability Pride Month in the City of Portage. Disability Network of Southwest Michigan's leadership in advocating a more just, accessible, and inclusive community, illuminates the path toward a fully accessible and equitable community where everyone is valued and belongs.

Signed this 8th day of July 2025.

Patricia M. Randall, Mayor

COMMITTEE OF THE WHOLE WORK SESSION
MINUTES FROM JUNE 24, 2025

Mayor Patricia Randall called the Committee of the Whole Meeting to order at 04:05 PM in Conference Room #1 at Portage City Hall.

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

ABSENT: None.

ALSO PRESENT: City Manager Pat McGinnis, Chief Operating Officer Adam Herringa, Chief Development Officer Peter Dame, City Attorney Catherine Kaufman, Deputy Director of Economic Development Jon Hallberg, Housing Resource Specialist Anita Johnson, and City Clerk Erica Eklov.

PORTAGE COMMUNITY LAND TRUST OPERATING AGREEMENT AND STANWOOD CROSSINGS DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS:

At the Mayor's introduction, City Manager McGinnis introduced the matter, the city staff in attendance, Special Counsel Tim Orlebeke of Orlebeke Mackraz PC, and Jack Gesmundo of American Village Builders (AVB). He then deferred to CDO Dame, who presented the two documents being reviewed and noted the operating agreement had been edited to reflect previous discussions, particularly regarding the board composition. He closed his introduction by recommending that the Council appoint the City Manager as the initial Community Land Trust (CLT) Manager.

Attorney Orlebeke summarized revisions to the Operating Agreement for the Portage Community Land Trust, LLC. He highlighted revisions made to the operating agreement resulting from discussion at the May 27, 2025, Regular City Council meeting, including: a change in the preface which clarified that the City is the sole member of the trust, modifications to Articles 2 and 3 which appointed the city manager as the initial CLT Manager, an additional change to Article 3 which addresses the use of the word “board” and clarifies the role of CLT’s member compared to the role of the CLT manager, and clarified definitions to allow for multiple managers and define who can appoint additional managers.

Mayor Pro Tem Pearson inquired about the anticipated staff and legal counsel time demands. City Manager McGinnis responded that the goal is to transition the CLT into self-sufficiency with minimal city staff involvement, with potential support coming from a community nonprofit. He stated the project will begin with the city’s oversight to ensure the housing remains affordable in perpetuity, as attempts to involve other organizations proved unsuccessful. City Manager McGinnis expected initial staff involvement to be higher during property transactions to ensure proper education and compliance for buyers.

Councilmember Urban expressed his expectations that Stanwood Crossing should be treated as another neighborhood subject to city ordinances, without a Homeowners Association (HOA). He asked who owned the land after a home was purchased. CDO Dame responded that the city would own the land until the closing of the sale, at which point it would be turned over to the CLT. Councilmember Urban noted the document provided the City Manager with the ability to sell the land as the Manager of the LLC at any time, which could create problems in a worst-case scenario should the CLT Manager conduct a sale without the Trust’s knowledge. Councilmember Burns and Young confirmed their understanding of Councilmember Urban's concerns while hesitating to believe the City Manager would take such action.

Attorney Orlebeke confirmed that the role of a Manager in an LLC is guided by state law and stressed that a manager violating obligations is subject to removal, sanctions, and potential criminal liability. He highlighted the Council had the ability to narrow the capabilities of the Manager in crafting the documents. There was additional discussion regarding the expectations of the future ownership of the CLT and the abilities of the Manager laid out in the documents pertaining to the Manager's rights and powers. City Manager McGinnis asked Attorney Orlebeke if the "Manager" could be a three-person body made of the City Manager, Finance Director, and Mayor as a safeguard, which he confirmed. Mayor Randall asked if the Council could be required to approve a property sale. Attorney Orlebeke confirmed; however, Councilmember Urban expressed concern that, per the City Manager's earlier stated goals, the CLT would eventually become self-sufficient and no longer under the oversight of City Council. CDO Dame relayed that both the house and the property would be initially owned by the city, which would then sell the building to the CLT. Future sales of the house would be between the CLT and the home buyer. Councilmember Urban then noted Article 4.3, titled Conflicts of Interest, and discussed concerns with Attorney Orlebeke, highlighting the city's existing conflict of interest policy. CDO Dame noted the city is held to a different standard than the CLT would be.

Councilmember Burns asked about the required financial reporting. Attorney Orlebeke responded that the CLT is obligated to provide the member (city) access to all books and records.

REVIEW OF EASEMENTS AND COVENANTS:

The discussion transitioned to the Declaration of Easements and Restrictive Covenants document. CDO Dame noted the highlighted items were above and beyond compared to city ordinances. Councilmember Urban expressed concern about holding residents to stricter terms than the citywide ordinances. CDO Dame elaborated on staff's intent to maintain property values long term, but Council held the discretion to remove undesirable prohibitions. City Manager McGinnis added that the requirement to get approval of capital expenses is important because the land lease only allows for an index-inflated price at the time of sale, and the intent is to maintain the value and maintenance of the properties over time. He also noted the residency requirement, as the intent is that the people buying the home live there.

Councilmember Urban noted the example lease agreement allowed for subletting. CDO Dame replied that the lease was only provided as a reference and would not be the final version. Councilmember Urban then went on to note the description of a single-family residence and a concern with potentially prohibiting home occupations. CDO Dame responded that the city's home occupation ordinance continued to serve as the guide for that type of use, continuing the definition of a single-family home.

Mayor Randall asked the project developer to comment on the included provisions. Jack Gesmundo responded that the included restrictions originated from prior AVB developments to ensure their long-term quality. He noted that the current items presented contained significantly fewer parameters than prior developments, as city staff removed about 80 percent more. He stated that Stanwood Crossings is not an HOA because there are no assets to maintain and no governing board of residents.

Councilmember Young noted the signage restrictions and asked Mr. Gesmundo about certain accommodations. He confirmed such items were currently allowed in other CLT communities developed by AVB.

Councilmember Urban asked whether the Council desired additional restrictions for residents of Stanwood beyond other city neighborhoods. Mayor Randall responded, emphasizing the goal of long-term success.

Councilmember Urban then asked about a prohibition of commercial vehicles in residential areas. CDO Dame highlighted that Section 2.2S details rules for non-commercial vehicles, which are comparatively the same as the citywide code. Councilmember Miller highlighted the notation of vehicles requiring a Commercial Driver's License. Councilmember Urban expressed concern with the future CLT member board having to adjudicate such situations. Councilmember Burns discussed the standards. Councilmember Miller expressed concerns with the target marked of families and young professionals as compared with the increased restrictions which may affect resident longevity. She elaborated the plantings, siding, and roofing parameters might cause potential buyers to backout, or for residents to move earlier due to the restrictions. Councilmember Urban highlighted the onerous nature, as well as the requirement for a landscape plan.

Mayor Randall stated her desire for Stanwood to succeed and set an example of what the city can do while keeping it affordable.

Councilmember Urban stated that AVB's typical target housing market is not the same as Stanwood, noting that the goal for the development to offer affordable workforce housing. He expressed concern that additional restrictions would increase housing costs.

Councilmember Burns asked about amending restrictive covenants in the future, specifically noting Section 2.2E prohibiting chain link fences. Attorney Orlebeke confirmed amendments were possible, subject to a majority of residents who had already purchased agreeing on the changes and suggested a percentage vote could be included in the covenants, such as requiring a 75 percent vote to change a standard.

Discussion followed regarding policing and the city's role in enforcement, while maintaining neighborhood aesthetics and ensuring the fair treatment of the residents.

SUMMARY OF DISCUSSION AND NEXT STEPS:

Mayor Randall summarized the next steps, ensuring the Council was comfortable with the CLT operating agreement for the Regular Meeting's action. She asked Councilmembers to list specific issues and concerns within the covenant restrictions that add additional cost and prevent affordability. She also asked Councilmembers to mark up the protective covenants and deliver them to the City Manager within a week, and in turn asked the City Manager to summarize issues and provide answers to the Council an email while putting it on the agenda for the July 8 Regular Meeting.

Councilmember Urban asked who was the party responsible for fixing a broken sewer line from the house to the street. CDO Dame confirmed the homeowner is responsible for fixing the repair, but the city owns the land. Councilmember Urban then inquired about the various easement particulars, noting that the easements in the lease agreement were broader. Mr. Gesmundo noted it was a common issue with stormwater in developments. Councilmember Urban then noted issues with the lease agreement, specifically that the CLT can create a public easement path through any part of any lot at any time. He highlighted Section 3.1 that anything is as may be reasonable, such as utilities, storm drainage, sidewalks, and walkways, but the CLT in the future could demand and claim an easement for a nature trail.

PETITIONS AND STATEMENTS OF CITIZENS: One citizen in attendance declined to comment.

ADJOURNMENT: Mayor Randall adjourned the meeting at 05:41 PM.

Erica L. Eklov, City Clerk

CITY COUNCIL MEETING MINUTES FROM JUNE 24, 2025

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

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

ABSENT: None.

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

At the request of Mayor Randall, the audience observed a moment of silence to reflect on the upcoming Independence Day holiday. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PETITIONS AND STATEMENTS OF CITIZENS:

1. Alan Loveridge (23965 88th Ave, Marcellus) relayed comments and suggestions regarding waste collection and hauling.
2. Terry Tessari (6047 Marlow) began by thanking the City Council and City Administration for their efforts in addressing recent city issues. He then expressed concern about increased traffic on streets and sidewalks and asked the City to sponsor increased drivers' training.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any would like an item removed from the Consent Agenda. Councilmember Urban removed Item 7 (Updated FOIA Procedures). Motion by Burns, seconded by Young, to approve the Consent Agenda, as amended. Upon a roll call vote, the motion carried 7 to 0.

Approval of Minutes: Motion by Burns, seconded by Young, to approve the City Council Meeting Minutes of the Regular Meeting of June 10, 2025. Upon a roll call vote, the motion carried 7 to 0.

Accounts Payable Register: Motion by Burns, seconded by Young, to approve the Accounts Payable Register of June 24, 2025, as presented. Upon a roll call vote, the motion carried 7 to 0.

Mill and Fill to Major and Local Streets: Motion by Burns, seconded by Young, to award a contract in the amount of $876,755.05, to Lakeland Asphalt Corporation, for mill and fill asphalt repairs to major and local street sections. Upon a roll call vote, motion carried 7 to 0.

Portage Police Officers Association Collective Bargaining Agreement for the period of July 1, 2025 to June 30, 2027: Motion by Burns, seconded by Young, to approve the Portage Police Officers Association Collective Bargaining Agreement for the period of July 1, 2025, to June 30, 2027, and authorize the Mayor and City Clerk to sign the same. Upon a roll call vote, motion carried 7 to 0.

City for Portage Local Development Finance Authority: Motion by Burns, seconded by Young, to approve the Kalamazoo County Board of Commissioners' appointment of Commissioner John Taylor as the County Representative for the City of Portage Local Development Finance Authority for a term ending May 31, 2026. Upon a roll call vote, motion carried 7 to 0.

City of Portage Downtown Development Authority: Motion by Burns, seconded by Young, to appoint Kalamazoo County Commissioner John Taylor as the County Representative for the City of Portage Downtown Development Authority for a term ending July 1, 2028. Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards & Commissions: Motion by Burns, seconded by Young, to receive the minutes of the Historic District Commission Meeting of May 7, 2025; Human Services Board Minutes of April 3, 2025; and Environmental Board Minutes of May 14, 2025. Upon a roll call vote, motion carried 7 to 0.

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

REGULAR BUSINESS AGENDA:

Updated City of Portage FOIA Procedures and Guidelines: Councilmember Urban stated he could not support the recommended change to allow the City Manager to oversee FOIA appeals. Current guidelines permit FOIA applicants to appeal decisions by the City Administration to the City Council, but under the proposed guidelines, the City Council would be removed from the process and appeals would be directed to the City Manager. He noted the rarity of the FOIA appeals process and his preference to have the Council adjudicate as a group. At the request of the Mayor, City Manager McGinnis provided the background of the development of the recommended policy revisions, noting prior Council discussion following a Freedom of Information Act (FOIA) appeal a subsequent but unrelated Solicitor's Permit appeal about whether a City Council meeting was the appropriate venue to have a quasi-judicial discussion overruling a staff decision. The City Manager highlighted the various steps required of the Council to review a FOIA appeal, including a closed session to discuss the matter with the City Attorney, and stated that designating the City Manager to oversee the appeals would streamline the process.

City Attorney Kaufman noted that designation by the Council to the City Manager was lawful under state law and anyone challenging a content denial could appeal directly through the municipality, especially since the city's policy already designated the City Manager to oversee appeals of FOIA fees.

Councilmember Burns stated his support for the change, citing a timely response and staff's expertise with FOIA law and procedures ensured consistency and efficiency that the City Council could not.

However, Councilmember Urban expressed concern that it appeared the recommended change removed a level of review. He noted that staff respond to FOIA requests and review any complex matters with the City Manager before releasing records. Having the City Manager decide denied appeals would simply reaffirm their earlier decision, to which Councilmember Urban expressed discomfort.

At the request of the Mayor, Clerk Eklov and Attorney Kaufman provided an overview of the FOIA request procedures, review process, and the extent of the City Manager's involvement. Mayor Pro Tem Pearson asked if the City Manager could currently overrule the FOIA decisions. Clerk Eklov and Attorney Kaufman elaborated.

Councilmember Miller asked Attorney Kaufman how the other municipalities her law firm represented handled the oversight of appeals. Attorney Kaufman responded that it varies, but she did not recommend more than one overseeing body within a municipality as challenges to the appeal should be taken to the Circuit Court. Mayor Pro Tem Pearson asked how often it would be expected that the City Council would have to come to a decision about a FOIA appeal. She said that it is rare for her, the Clerk, and the City Manager to all meet regarding FOIAs as it is most often handled completely administratively. The Mayor Pro Tem stated it gave him pause to send an appeal back to the City Administration's hand following a denial.

Councilmember Urban noted he approved of the other policy revisions, except for the disclosure denials. He stated that he found no issue with keeping the City Manager as determining fee appeals.

Councilmember Burns offered a motion to amend the FOIA procedures and guidelines in Section 1and remove the inserted paragraph designating the City Manager as the one responding to appeals of a denial of a public record but retain the City Manager as designed for appeals of processing fees. Councilmember Burns also noted Section 8 in his suggested motion to delete the insertions of a City Manager report to the Council regarding an appeal and revert any mentions of the Manager in the notice section back to the City Council. Clerk Eklov confirmed she would execute the desired changes.

Motion by Burns, seconded by Pearson, to approve the updated City of Portage Freedom of Information Act (FOIA) Procedures and Guidelines, except the designation of FOIA denial appeals to the City Manager. Upon a roll call vote, motion carried 7 to 0.

UNFINISHED BUSINESS:

Portage Community Land Trust Operating Agreement and Stanwood Crossings Declaration of Easements and Restrictive Covenants: Mayor Randall introduced the item and noted that the City Council had discussed the presented items and next steps during the Committee of the Whole meeting earlier in the day. City Manager McGinnis relayed the highlights from the earlier discussion, including removing the Declaration of Easements and Restrictive Covenants document from the Action Recommended for further review and discussion at the July 8, 2025, Regular City Council Meeting. He highlighted that the other three items on the agenda, noted as A, B, and D, were supported by the Council for approval, which will allow the city to begin the sale of properties at Stanwood Crossings.

Motion by Burns, seconded by Young, to approve the Portage Community Land Trust Operating Agreement, designate the City Manager as the Authorized Signer for the Portage Community Land Trust, and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: None.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Young stated it was a great time to live in the city and highlighted the various housing and business opportunities. She relayed her attendance at several recent ribbon-cuttings, including the Tall Timbers development, then highlighted the city's Facade Improvement Program. She closed by noting the Portage Farmers Market and the Centenarian Lunch put on by the Portage Zhang Senior Center.

Councilmember Burns highlighted the renewed collective bargaining agreement with the Portage Police Officers Association, thanking the staff who developed the agreement and expressing gratitude to the public safety officers.

Councilmember Urban had no comment.

Councilmember Ledbetter also had no comment.

Councilmember Miller began by thanking Assistant to the City Manager Justin Williams for his efforts with the Juneteenth exhibit that had been displayed in the City Hall lobby, as well for his leadership with the Portage Pocket Pay program. She closed by thanking the Friends of the Portage Senior Center and the Portage Parks Foundation for supporting the city departments through their programs and events.

City Manager McGinnis highlighted the use of Economic Development Funds to support a Buy One, Get One promotion for Portage Pocket Pay to help local businesses during the construction season. He also highlighted Governor Whitmer's announcement of a $12 million state investment into Pro Services, a local employer.

Mayor Pro Tem Pearson had no comment.

Mayor Randall echoed Councilmember Young's mention of the city's efforts to offer affordable and varied housing options by highlighting multiple ceremonial ribbon cuttings and groundbreakings throughout the City over the last two weeks. She then relayed new management had taken over the Crossroads Mall and expressed hope to address Ring Road as well as bring more mall businesses into the Pocket Pay program. Mayor Randall closed by thanking the Councilmembers for attending the Committee of the Whole meeting earlier and wished everyone a safe and Happy Independence Day.

ADJOURNMENT: Mayor Randall adjourned the meeting at 6:51 PM.

____

Erica L. Eklov, City Clerk

CITY COUNCIL AGENDA ITEM A.2.
JULY 8, 2025

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of July 8, 2025, as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register, which includes automated clearing house payments, paper checks, auto-pay payments and electronic payments. The attached Accounts Payable Register covers the period of June 15, 2025, through June 28, 2025, and notes $1,355,869.31 in automated clearing house payments, $448,377.28 in paper checks, $140,849.28 in auto-pay payments and $348,426.94 in electronic payments for a grand total of $2,293,522.81.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of July 8, 2025

ACCOUNTS PAYABLE REGISTER
Check Dates From: 6/15/2025 to 6/28/2025

Check Date	Check	Vendor Name	Description	Amount
Check Type: ACH Transaction				
06/20/2025	24253(A)	13 COOKIES LLC	SNAP REIMBURSEMENT	13.00
06/20/2025	24254(A)	ABONMARCHE CONSULTANTS, INC	FARMERS MARKET A&E	32,141.00
06/20/2025	24255(A)	AKERS WOOD PRODUCTS	STUMP REMOVALS	1,000.00
06/20/2025	24256(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	3,996.54
06/20/2025	24257(A)	ALL-TRONICS, INC.	ALARM MAINTENANCE	156.00
06/20/2025	24258(A)	ALLEN, LEVI	PER DIEM-BASIC FTO SCHOOL	340.00
06/20/2025	24259(A)	AMAZON.COM SALES, INC.	MISC PATROL PUR-PD, PROG SUP-PZSC, TR SUP-FD	1,504.46
06/20/2025	24260(A)	AMERICAN SAFETY & FIRST AID	SAFETY & FIRST AID SUPPLIES	45.40
06/20/2025	24261(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	664.00
06/20/2025	24262(A)	ARMOLD, NICHOLAS	PER DIEM-MACP SUMMER PROF DEV CONF	278.00
06/20/2025	24263(A)	ASCENSION BORGESS HOSPITAL	PHYSICAL EXAM	285.00
06/20/2025	24264(A)	AUNALYTICS INC	DISASTER RECOVERY SERVICES	2,518.00
06/20/2025	24265(A)	BALKEMA CONSTRUCTION, INC.	LAKEVIEW PARK PHASE 1 CONSTRUCTION	178,065.00
06/20/2025	24266(A)	BAREITHER, CHAD	STRATEGIC PLANNING	2,620.83
06/20/2025	24267(A)	BARRON, DIANE E	PZSC TAP DANCE INSTRUCTOR	270.00
06/20/2025	24268(A)	BENNETT, THOMAS L	SNAP REIMBURSEMENT	20.00
06/20/2025	24269(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM	65,427.93
06/20/2025	24270(A)	BLUE CARE NETWORK-GREAT LAKES	HEALTH INSURANCE	231,385.02
06/20/2025	24271(A)	BOUND TREE MEDICAL LLC	FIRE OPERATING SUPPLIES	529.68
06/20/2025	24272(A)	C D W GOVERNMENT, INC.	NEW MONITORS	356.20
06/20/2025	24273(A)	CARLETON EQUIPMENT CO.	TINK PINS, REPAIR & MAINTENANCE SUP	4,711.16
06/20/2025	24274(A)	COLLIER, MICHAEL	PER DIEM-MACP SUMMER PROF DEV CONF	210.00
06/20/2025	24275(A)	COX, ELISA ROSE	PZSC FITNESS INSTRUCTOR TRAINER	345.00
06/20/2025	24276(A)	DEARBORN LIFE INSURANCE COMPANY	LIFE LTD STD INSURANCE	12,113.99
06/20/2025	24277(A)	DEMING, JONATHAN	PZSC FOOT CLINIC	400.00
06/20/2025	24278(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	156.44
06/20/2025	24279(A)	DICKINSON WRIGHT PLLC	BOND COUNSEL SVCS-2025 CAPITAL IMPRV BOND	18,000.00
06/20/2025	24280(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARR	1,680.00
06/20/2025	24281(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	FABRICATION SERVICES	7,151.00
06/20/2025	24282(A)	ETEA LLC	PZSC TRIP VENDOR PAYMENT	104,767.70
06/20/2025	24283(A)	FARR, TYLER	REIMB EXPS-GREAT LAKES HOT FIRE CONF	488.32
06/20/2025	24284(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,459.30
06/20/2025	24285(A)	FISHER, LACEY	GAS REIMB-POL MOUNTAIN BIKE TRAINING	12.43

Check Date	Check	Vendor Name	Description	Amount
06/20/2025	24286(A)	FULL CIRCLE FARM	REIMBURSEMENT FOR SNAP & DUFB	102.00
06/20/2025	24287(A)	GENUINE PARTS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	1,209.43
06/20/2025	24288(A)	GLOBAL EQUIPMENT CO., INC.	MISC BUILDING SUPPLIES	2,227.04
06/20/2025	24289(A)	GORDON WATER SYSTEMS	WATER SERVICES	37.49
06/20/2025	24290(A)	GRAHAM, WILLIAM	PER DIEM-STAFF/CMMD SCL, EXPS-ACTIVE ASSAILANT	960.61
06/20/2025	24291(A)	GRAINGER INC	DISCHARGE HOSES FOR PORTABLE PUMP	977.02
06/20/2025	24292(A)	GRAND ELK RAILROAD	RAILROAD SIGNAL MAINTENANCE	26,325.15
06/20/2025	24293(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	255.00
06/20/2025	24294(A)	HELMER, TRAVIS	REIMB EXPS-GREAT LAKES HOT FIRE CONF	388.04
06/20/2025	24295(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL & MAINT SUPPLIES	4,872.50
06/20/2025	24296(A)	INSIGHT PUBLIC SECTOR, INC.	MS365 CLOUD SERVICES	7,513.97
06/20/2025	24297(A)	J & H OIL COMPANY	FUEL PURCHASES	202.71
06/20/2025	24298(A)	JOHNSON, ALEXIS	REIMB-PARKING IMAGIN CONFERENCE	20.00
06/20/2025	24299(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS	300.00
06/20/2025	24300(A)	KALAMAZOO ELECTRIC MOTOR INC	IMPELLER & DRILL RE-CHUCK	149.26
06/20/2025	24301(A)	KALAMAZOO PICKLEBALL	PICKLEBALL CLINIC INSTRUCTION	1,120.00
06/20/2025	24302(A)	KEHOE, EDWARD J	PZSC FITNESS INSTRUCTOR TAI CHI & QIGONG	435.00
06/20/2025	24303(A)	KENDALL ELECTRIC, INC.	MISC ELECTRICAL SVCS	99.13
06/20/2025	24304(A)	KENDIG KEAST COLLABORATIVE	ZONING CODE UPDATE	13,156.42
06/20/2025	24305(A)	KENNEDY INDUSTRIES, INC.	FLEETWOOD LIFT STATION EMERG PUMP REPL	27,861.20
06/20/2025	24306(A)	KENT COUNTY DPW	WASTE DISPOSAL RED MED/DRUG	90.00
06/20/2025	24307(A)	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER MAINT, LEASE PAYMENT	1,575.68
06/20/2025	24308(A)	KURZAVA, MATTHEW STEPHEN	PZSC FITNESS INSTRUCTOR TAI CHI	720.00
06/20/2025	24309(A)	LAWSON PRODUCTS, INC	REPAIR & MAINTENANCE SUPPLIES	439.22
06/20/2025	24310(A)	LEATHERMAN, ROBERT	REIMB EXPS-GREAT LAKES HOT FIRE CONF	388.04
06/20/2025	24311(A)	LOWE'S HOME CENTER	PORTABLE GENERATOR & CORDS	949.35
06/20/2025	24312(A)	MACQUEEN EQUIPMENT, LLC	ANNUAL PERFORMANCE MAINT-HURST TOOLS	2,660.00
06/20/2025	24313(A)	MAIL MANAGEMENT, INC.	MARTIN YALE LETTER OPENER MAINT	347.00
06/20/2025	24314(A)	MATTISON, MEGAN	PZSC COOKING INSTRUCTOR	360.00
06/20/2025	24315(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	166.72
06/20/2025	24316(A)	MEJEUR ELECTRIC LLC	MISC ELECTRICAL SVCS	1,145.00
06/20/2025	24317(A)	METRONET HOLDINGS LLC	INTERNET FIBER, CABLE ACCESS, PHONE SVC	4,429.34
06/20/2025	24318(A)	MFCI, LLC	MUNICIPAL ADVISOR - CIP 2025 BOND ISSUE	19,950.00
06/20/2025	24319(A)	MICHIGAN PAVING & MATERIALS CO.	LOCAL STREETS RECONSTRUCTION	158,001.89

Check Date	Check	Vendor Name	Description	Amount
06/20/2025	24320(A)	MICHIGAN PLAYGROUNDS LLC	HAVERHILL PARK SPIN CUP REPL BEARING	667.36
06/20/2025	24321(A)	MY GREEN MICHIGAN	MGM FOOD WASTE COMPOST SVC AGREEMENT	1,284.00
06/20/2025	24322(A)	O'BOYLE-COLWELL-BLALOCK & AS.	TREE PLANTING DESIGN	7,800.00
06/20/2025	24323(A)	O'REILLY AUTO PARTS	TORX BIT SET	41.99
06/20/2025	24324(A)	OFF THE CUFF CATERING	PZSC JUNE VETERANS LUNCHEON	1,555.00
06/20/2025	24325(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	5,725.85
06/20/2025	24326(A)	ORBIS ENVIRONMENTAL CONSULTING, LLC	AUSTIN LAKE CULTURAL PHASE 1	6,948.98
06/20/2025	24327(A)	PEARSON, GERALD	PARK FACILITY CLEANING	7,225.00
06/20/2025	24328(A)	PLM LAKE & LAND MANAGEMENT	AQUATIC WEED MANAGEMENT	1,087.58
06/20/2025	24329(A)	PRINTING SERVICES INC	PRINTING SERVICES	1,225.75
06/20/2025	24330(A)	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	147.27
06/20/2025	24331(A)	QUADIENT LEASING USA, INC	LEASE PAYMENT	732.30
06/20/2025	24332(A)	R W LAPINE INC.	HVAC SVCS	725.00
06/20/2025	24333(A)	REED, BRENT LESLIE	STORM DAMAGE CLEANUP, SIDEWALK REPAIRS	19,113.00
06/20/2025	24334(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES FOR CITY FACILITIES	2,103.38
06/20/2025	24335(A)	ROSE, SANDRA K.	PZSC FITNESS CARDIO INSTRUCTOR	400.00
06/20/2025	24336(A)	S B F ENTERPRISES, INC.	PRINTING, PROCESS, MAIL WATER/SEWER BILLS	617.22
06/20/2025	24337(A)	SARKOZY BAKERY LLC	SNAP REIMBURSEMENT	15.00
06/20/2025	24338(A)	SEVERANCE ELECTRIC COMPANY,INC	TRAFFIC SIGNAL MAINTENANCE	4,920.00
06/20/2025	24339(A)	SHINY BRITE WASHING SYSTEMS LLC	VEHICLE CAR WASHES	545.00
06/20/2025	24340(A)	SIMPLIFILE LLC	E-RECORDING SERVICES	232.75
06/20/2025	24341(A)	SMITH GARSON, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
06/20/2025	24342(A)	STOUT, MELISSA JOY	PZSC FITNESS INSTRUCTOR CHAIR YOGA & BARRE	500.00
06/20/2025	24343(A)	SULLIVAN, WHITNEY	CITY HALL PLANT CARE	125.00
06/20/2025	24344(A)	TMK WORLDWIDE, LLC	METER SERVICE	396.29
06/20/2025	24345(A)	TYLER TECHNOLOGIES, INC.	SHIELD FORCE LICENSE /FIELD REPORTING	117.98
06/20/2025	24346(A)	UNDERWOOD, TAMARA ANJANETTE	PZSC FITNESS INSTRUCTOR BARRE	50.00
06/20/2025	24347(A)	UNITED PARCEL SERVICE	UPS WEEKLY	34.45
06/20/2025	24348(A)	US SIGNAL COMPANY, LLC	INTERNET FIBER SERVICES	1,786.50
06/20/2025	24349(A)	VANDYKEN, JUSTIN	PER DIEM-BASIC FTO SCHOOL	340.00
06/20/2025	24350(A)	VANGUARD FIRE & SUPPLY LLC	FIRE EXTINGUISHER INSPECTIONS	795.00
06/20/2025	24351(A)	VEOLIA WATER CONTRACT OPERATIONS	UTILITY SYSTEM OPERATION	226,049.17
06/20/2025	24352(A)	VERPLANK TRUCKING CO.	DURAPATCH MATERIALS - LIMESTONE	3,710.98
06/20/2025	24353(A)	WHITE, MICHAEL	SANDBLASTING & PAINTING	3,105.00

Check Date	Check	Vendor Name	Description	Amount
06/20/2025	24354(A)	WIGHTMAN	ENGINEERING SVCS-MULT LOCS	34,830.00
06/20/2025	24355(A)	XEROX CORPORATION	XEROX COPIER FEES	177.23
06/20/2025	24356(A)	YOUNGS, KENNETH M	KENNELING SERVICES	200.00
06/27/2025	24357(A)	KAHN, WILMA	PZSC WRITING INSTRUCTOR	290.00
06/27/2025	24358(A)	LOEBIG, ELIZABETH	REIMB SUPPLIES-SUMMER KICK-OFF	66.17
06/27/2025	24359(A)	MULDER GLASS & GLAZING, INC.	SECURITY PANEL INSTALLATIONS	12,637.50
06/27/2025	24360(A)	YIFTEE, INC	PORTAGE POCKET PAY BOGO	50,000.00
			Total ACH	**1,355,869.31**

Check Type: Paper

Check Date	Check	Vendor Name	Description	Amount
06/19/2025	330857	MANIACI COMPANY LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	10,950.00
06/20/2025	330858	A BETTER WAY TREE CARE LLC	TREE REMOVAL SERVICES-MULT LOCS	15,000.00
06/20/2025	330859	A.D. SUTTON & SONS, INC.	SUPPLIES FOR PIG OUT EVENT	3,528.00
06/20/2025	330860	ACTION TRAFFIC MAINTENANCE	GUARD RAIL REPLACEMENT	7,829.50
06/20/2025	330861	ADP SCREENING & SELECTION SERVICES	BACKGROUND SERVICES	71.98
06/20/2025	330862	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	1,381.00
06/20/2025	330863	ALLIED MECHANICAL SERVICE	HVAC SERVICES-MULT LOCS	3,480.23
06/20/2025	330864	ALTA EQUIPMENT CO.	BRAKE REPAIR/REPLACEMENT	4,079.56
06/20/2025	330865	ALTSCHUL, DUSTIN	FIRE CAPITAL OUTLAY	2,700.00
06/20/2025	330866	AT&T	ELECTRONIC COMMUNICATIONS	134.16
06/20/2025	330867	BAILEY'S MEATS	SNAP REIMBURSEMENT	55.00
06/20/2025	330868	BAKER, CHERYL	PZSC TRIP DEPARTMENT REFUND 24.10.13	400.00
06/20/2025	330869	BECK, MARY	PZSC TRIP DEPARTMENT REFUND 25.07.18	140.00
06/20/2025	330870	BEISTLE COMPANY	FIRE PREVENTION-PUB EDUCATION SUP	2,309.70
06/20/2025	330871	BERGER, DIANE	PZSC PROGRAM REPAYMENT	60.00
06/20/2025	330872	BLAIN SUPPLY, INC.	SPRAYER REPAIR PARTS	73.95
06/20/2025	330873	BONAMEGO, LOUIS	REIMBURSEMENT FOR SNAP & DUFB	50.00
06/20/2025	330874	BORICK, MARY	WOMEN'S FLAG FOOTBALL REFUND	40.00
06/20/2025	330875	BROWN, JENNIFER	SCHRIER BLD DEPOSIT REFUND	150.00
06/20/2025	330876	BURCH, CATHY	PZSC TRIP DEPARTMENT REFUND 25.07.18	140.00
06/20/2025	330877	CALIBER HOLDINGS LLC	POLICE VEHICLE DAMAGE REPAIRS	865.13
06/20/2025	330878	CENTRAL MICHIGAN PAPER COMPANY	COPY/PRINTER PAPER	1,158.00
06/20/2025	330879	CHICAGO TITLE	FINAL UTILITY BILL REFUND	32.97
06/20/2025	330880	CHICAGO TITLE OF MICHIGAN	OVER PMT FINAL WATER/SEWER BILL	103.27

Check Date	Check	Vendor Name	Description	Amount
06/20/2025	330881	CHO CONSULTING, INC./NOVINZIO	DIGITAL SIGNATURE SUBSCRIPTION	660.00
06/20/2025	330882	CIRQUE ENTERTAINMENT II LLC	HYDRANT METER	100.00
06/20/2025	330883	CLARK, BRIAN	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/20/2025	330884	CLASSIC GLASS, INC.	WINDSHIELD REPLACEMENT	795.11
06/20/2025	330885	CONSUMERS ENERGY	ENERGY CHARGES	65.26
06/20/2025	330886	CITY EMPLOYEE	REISSUE STALE PAYROLL CHECK	240.00
06/20/2025	330887	CITY EMPLOYEE	REISSUE STALE PAYROLL CHECK	300.00
06/20/2025	330888	CURTIS, AIDA	SCHRIER BLD DEPOSIT REFUND	150.00
06/20/2025	330889	D L Z MICHIGAN INC	ENGINEERING SVCS-WEST MILHAM	21,716.96
06/20/2025	330890	D&D BUILDING	LOBBY WINDOW COVERINGS & INSTALLATION	2,750.00
06/20/2025	330891	DANICA SERVICE GROUP LLC	RAMONA PICKLEBALL COURT SHADE STRUCTURES	11,250.50
06/20/2025	330892	DELISLE, ED	SURTRACK POWER TILT DECKOVER TRAILER	8,447.50
06/20/2025	330893	DUTCHMAN ORCHARDS, LLC	REIMBURSEMENT FOR SNAP & DUFB	229.00
06/20/2025	330894	DYNAMIC BICYCLES, INC.	BIKE SHARE REPLACEMENT PARTS	385.00
06/20/2025	330895	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT, POL VEH REPAIR/MAINT	22,123.80
06/20/2025	330896	VOID		0.00
06/20/2025	330897	EVENT PRODUCTION SERVICES OF MI LLC	FRI AT THE FLATS MAY SOUND	375.00
06/20/2025	330898	FADER EQUIPMENT, INC.	REPLACEMENT PULL CORD-CONCRETE SAW	30.00
06/20/2025	330899	FIRST AMERICAN TITLE INSURANCE CO.	AUSTIN LAKE HOOSE INFORMATION TITLE	950.00
06/20/2025	330900	FISH WINDOW CLEANING	WINDOW CLEANING SVCS	850.00
06/20/2025	330901	FLETCHER ENTERPRISES	EXTERIOR PAINT TOUCH-UPS	5,137.00
06/20/2025	330902	FORMULA K EQUIPMENT LLC	IGNITION SWITCH - HURRICANE BLOWER	28.50
06/20/2025	330903	FOX, IRMA	PZSC TRIP DEPARTMENT REFUND 25.07.16	85.00
06/20/2025	330904	FREIGHTLINER OF GRAND RAPIDS, INC.	BRAKE CHAMBERS	745.44
06/20/2025	330905	FUNK, CARRIE	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/20/2025	330906	GALLS PARENT HOLDINGS, LLC	FIRE UNIFORMS	388.39
06/20/2025	330907	CITY EMPLOYEE	REISSUE STALE PAYROLL CHECK	314.54
06/20/2025	330908	GORDON FOOD SERVICE	CONCESSION & EVENT SUPPLIES	580.93
06/20/2025	330909	GROTHAUSE, DAVID	SNAP REIMBURSEMENT	62.00
06/20/2025	330910	HAAS, NANCY & TERRY	PZSC TRIP DEPARTMENT REFUND 25.07.29	100.00
06/20/2025	330911	HAENICKE INSTITUTE FOR GLOBAL EDU	PZSC SEATED TAI CHI	840.00
06/20/2025	330912	HAFFENDEN, JOAN	PZSC TRIP DEPARTMENT REFUND 25.08.25	50.00
06/20/2025	330913	HALLAHAN & ASSOCIATES, P.C.	ASSESSING LEGAL SERVICES	1,859.40
06/20/2025	330914	HARLOW, NICOLE	PARKS BUILDING DEPOSIT & FEES REFUND	515.00

Check Date	Check	Vendor Name	Description	Amount
06/20/2025	330915	HEMBREE, DARREN	RAMONA PARKING VOUCHERS REFUND	30.00
06/20/2025	330916	HERRIMAN, SCOTT E	PZSC CAR SHOW MUSIC PERFORMER	400.00
06/20/2025	330917	HOEKSTRA ROOFING CO.	REPAIR LEAKS	1,148.75
06/20/2025	330918	HOME DEPOT	REPAIR & MAINTENANCE SUPPLIES	6,135.80
06/20/2025	330919	VOID		0.00
06/20/2025	330920	VOID		0.00
06/20/2025	330921	VOID		0.00
06/20/2025	330922	VOID		0.00
06/20/2025	330923	HOOLEY, DEREK	PETTING ZOO FOR PIG OUT DEPOSIT	900.00
06/20/2025	330924	ICONIX BAND, LLC	FRI AT THE FLATS JUNE SOUND & MUSICIAN	550.00
06/20/2025	330925	IDEAL TITLE LLC	OVER PMT CDBG LOAN	2,570.28
06/20/2025	330926	JOFFE, MITCHELL & VICKI	PZSC TRIP DEPARTMENT REFUND 25.07.18	280.00
06/20/2025	330927	JOHNSON, COLTON	GRAIN ELEVATOR DEPOSIT REFUND	150.00
06/20/2025	330928	K2AVL INC	SOUND-JUNE CONCERT	1,740.00
06/20/2025	330929	KALAMAZOO COUNTY TREASURER	OAKBROOK JUNE 2025 MOBILE HOME TAXES	537.50
06/20/2025	330930	KALAMAZOO COUNTY TREASURER	ADMIN FEE REFUND FOR ASSESSOR PRE CHANGE	162.75
06/20/2025	330931	KALAMAZOO COUNTY TREASURER	MTT 24-001919 & 001237 TAXABLE VALUE CHANGE	14,532.11
06/20/2025	330932	KALAMAZOO LANDSCAPE SUPPLIES	RESTORATION SUPPLIES	692.50
06/20/2025	330933	KAY PARK RECREATION	PEDESTAL GRILLS FOR CITY PARKS	1,499.00
06/20/2025	330934	KIESLER POLICE SUPPLY	TRAINING AMMO	7,198.20
06/20/2025	330935	KNAPP, MICHAEL	PZSC TRIP DEPARTMENT REFUND	280.00
06/20/2025	330936	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR/MAINTENANCE	81.32
06/20/2025	330937	LEDEZMA, OLIVIA	WOMEN'S FLAG FOOTBALL REFUND	40.00
06/20/2025	330938	LEE, BARBARA	PZSC TRIP DEPARTMENT REFUND 25.07.18	140.00
06/20/2025	330939	LEGACY THRIFT	BD BOND REFUND	3,916.00
06/20/2025	330940	LEXISNEXIS RISK DATA MANAGEMENT INC	MONTHLY ACCURINT	150.00
06/20/2025	330941	LIGHTHOUSE UNIFORM CO. INC.	FIRE UNIFORMS	5,611.60
06/20/2025	330942	LUBWAMA, GRACE	PZSC RENTAL SECURITY DEPOSIT REFUND 06.14.25	250.00
06/20/2025	330943	MAKUCH, MARK K.	OVER PMT FINAL WATER/SEWER BILL	33.89
06/20/2025	330944	MANEY, KAREN	PZSC TRIP DEPARTMENT REFUND	30.00
06/20/2025	330945	MCDONALD'S TOWING & RESCUE, INC.	POLICE TOWING SVCS & STORAGE	10,470.00
06/20/2025	330946	METRO CONSULTING ASSOCIATES, LLC	ROW/LAND ACQUISITION SERVICES	195.00
06/20/2025	330947	MI ASSOC. OF CHIEFS OF POLICE	SUMMER PROFESSIONAL DEV REGISTRATION	280.00
06/20/2025	330948	MI COALITION TO PROTECT PUBLIC	PROTEC RENEWAL	7,945.00

Check Date	Check	Vendor Name	Description	Amount
06/20/2025	330949	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	756.16
06/20/2025	330950	CITY EMPLOYEE	REISSUE STALE PAYROLL CHECK	19.15
06/20/2025	330951	MLIVE MEDIA GROUP	AFFIDAVIT & LEGAL NOTICES	1,950.95
06/20/2025	330952	MORRISON LANDSCAPE SERVICES LLC	MULCH FOR PARKS BUILDING	1,350.00
06/20/2025	330953	OFFICE DEPOT, INC.	OFFICE SUPPLIES	175.36
06/20/2025	330954	OVERHEAD DOOR CO. OF KALAMAZOO	FIRE FACILITY MAINT	334.90
06/20/2025	330955	OVERNEATH CREATIVE COLLECTIVE LLC	CABLECASTING & BROADCASTING SVCS	49,700.00
06/20/2025	330956	PEST PROS OF MICHIGAN	MOSQUITO TREATMENTS FOR PARK EVENTS	598.00
06/20/2025	330957	PETERS, DONNA	PZSC TRIP DEPARTMENT REFUND 25.10.13	500.00
06/20/2025	330958	PHARMACIA & UPJOHN COMPANY LLC	PFIZER KALAMAZOO	1.00
06/20/2025	330959	PORTAGE GLASS & MIRROR	WINDOW REPAIR & REPLACEMENT	888.80
06/20/2025	330960	PORTAGE ROTARY	QTRLY LUNCH & DUES	525.00
06/20/2025	330961	PORTAGE WOMENS' LACROSSE	PZSC RENTAL SECURITY DEPOSIT REFUND	250.00
06/20/2025	330962	RATHCO SAFETY SUPPLY, INC.	ROAD SIGN REPAIR/REPLACEMENT	1,526.00
06/20/2025	330963	REITZ, DARLENE K.	PZSC CLASS DOWNSIZING & DECLUTTERING	200.00
06/20/2025	330964	RENEWED EARTH, INC.	COMPOST SITE MANAGEMENT	8,166.66
06/20/2025	330965	RENTALEX OF MICHIGAN, INC.	CONCERT TENT & SETUP	505.00
06/20/2025	330966	RESTORATIVE LAKE SCIENCES, LLC	WEST LAKE WEED MANAGEMENT PROGRAM	2,000.00
06/20/2025	330967	ROAD COMMISSION OF KALAMAZOO COUNTY	DURAPATCHER EMULSION	2,271.19
06/20/2025	330968	ROMENCE GARDENS, INC	QUIET GARDEN EDGING	1,373.28
06/20/2025	330969	ROSEMA, CAROL	PZSC TRIP DEPARTMENT REFUND	140.00
06/20/2025	330970	SCHOFIELD, IAN A.	DPW VEHICLES CITY VINYL LOGOS	480.00
06/20/2025	330971	SCHUMANN, PIERRE A.	FARMERS MARKET MUSIC PERFORMANCE	100.00
06/20/2025	330972	SCOTT, DANA MARIE	FRI AT THE FLATS MUSICIAN	200.00
06/20/2025	330973	SHAMBAUGH & SON, LP	SPRINKLER INSPECTIONS & SVCS	2,060.00
06/20/2025	330974	SITEONE LANDSCAPE SUPPLY LLC	PARKS IRRIGATION REPAIR SUPPLIES	232.75
06/20/2025	330975	SOIL & MATERIALS ENGINEERS INC	FABRICATION INSPECTION	650.00
06/20/2025	330976	SOUTH COUNTY NEWS	ADVERTISEMENT	190.00
06/20/2025	330977	SPARBEL, DEBORAH	PZSC TRIP DEPARTMENT REFUND	140.00
06/20/2025	330978	SPARTAN DISTRIBUTORS INC.	REPAIRS TO TORO GOUNDMASTER	8,695.54
06/20/2025	330979	SPECTRUM PRINTERS, INC.	VOTER ID CARDS, UPS GROUD SVC	149.01
06/20/2025	330980	SPENCER, TIFFANY	RAMONA PARKING & PAVILION FEES REFUND	130.00
06/20/2025	330981	SPIRIT SHOPPE, INC.	POLICE PATROL EMBROIDERY	547.00
06/20/2025	330982	STAGGS, DANIEL	FARMERS MARKET MUSIC PERFORMANCE	100.00

Check Date	Check	Vendor Name	Description	Amount
06/20/2025	330983	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	90.00
06/20/2025	330984	STATE SYSTEMS RADIO, INC	RADIO SERVICES FEES	473.00
06/20/2025	330985	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIPMENT REPAIR/MAINTENANCE	72.46
06/20/2025	330986	STOCK, LORIE	PICKLEBALL INTERMEDIATE CLINIC REFUND	80.00
06/20/2025	330987	SUPERIOR PLUMBING SERVICES INC	BID BOND REFUND	990.00
06/20/2025	330988	SWENSON, CONNIE	PZSC TRIP DEPARTMENT REFUND 2.07.18	140.00
06/20/2025	330989	TAYLOR, VIRGINIA	PZSC TRIP DEPARTMENT REFUND 25.07.29	949.00
06/20/2025	330990	TEAM SUPPORT SERVICES, LLC	RECORD STORAGE/MANAGEMENT FEES	3,961.20
06/20/2025	330991	THELEN, ROSS	SCHRIER BLD DEPOSIT REFUND	150.00
06/20/2025	330992	THIRD COAST TECH, LLC	INTERACTIVE DISPLAY-PUB SAFETY LOBBY	5,283.30
06/20/2025	330993	TORRES LAWN CARE & SNOW REMOVAL LLC	MOWING SERVICES	500.00
06/20/2025	330994	TRAFFIC TECH SERVICES LLC	ROAD HOSE & LOST TRAFFIC COUNTS	851.60
06/20/2025	330995	ULINE, INC.	EVENT SUPPLIES, TRASH CANS	2,403.74
06/20/2025	330996	UNITED DISTRIBUTION GROUP	RAMONA CONCESSION SUPPLIES	426.08
06/20/2025	330997	UNITED WAY OF NORTHWEST MICHIGAN	TRI-SHARE CHILD CARE	3,083.08
06/20/2025	330998	USPS	POSTAGE FOR PORTAGE ROAD 360 MAILING	581.48
06/20/2025	330999	VAN BUREN YOUTH CAMP, INC	ADULT ARCHERY INSTRUCTION	576.00
06/20/2025	331000	VERHAGE FRUIT FARMS	SNAP REIMBURSEMENT	31.00
06/20/2025	331001	VERIZON WIRELESS	WIRELESS CARDS	543.75
06/20/2025	331002	WARNEMUENDE, JERRY	LAWN DAMAGE REIMBURSEMENT	103.69
06/20/2025	331003	WASHCO, LLC	POWER WASHING SERVICES	5,025.00
06/20/2025	331004	WASTE MANAGEMENT	WTP IRON WASTE REMOVAL	458.50
06/20/2025	331005	WEDEL'S INC.	LANDSCAPING SUPPLIES/SERVICES	8,688.08
06/20/2025	331006	WELC, BROOKES	LAKEVIEW PAVILION FEES REFUND	110.00
06/20/2025	331007	WELDON, DARCIE	PICKLEBALL LEAGUE INTERMEDIATE REFUND	70.00
06/20/2025	331008	WIESE, SAMANTHA	PICKLEBALL LEAGUE INTERMEDIATE REFUND	35.00
06/20/2025	331009	WIMSHURST, GERALDINE	PZSC TRIP DEPARTMENT REFUND 25.07.18	140.00
06/20/2025	331010	WIND WILLOW CONSORTIUM	SOUND 'SCAPES WORKSHOPS	750.00
06/20/2025	331011	WITMER PUBLIC SAFETY GROUP	FIRE UNIFORMS	337.55
06/20/2025	331012	WLIA	WLIA MEMBERSHIP	35.00
06/20/2025	331013	ZIMMERMAN, KAREN	PICKLEBALL BEGINNER CLINIC REFUND	40.00
06/20/2025	331014	ZOLMAN TIRE INC.	TIRES FOR FLEET VEHICLES	1,488.58
06/20/2025	331015	ORLEBEKE MACKRAZ PC	LEGAL COUNSEL/COMMUNITY LAND TRUST	15,972.50
06/23/2025	331016	USPS	PORTAGER POSTAGE	3,000.00

Check Date	Check	Vendor Name	Description	Amount
06/26/2025	331017	CENTRE REAL ESTATE ASSOCIATES, LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	14,000.00
06/26/2025	331018	GREENSPIRE EQUITY I, LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	12,150.00
06/26/2025	331019	GREENSPIRE EQUITY V, LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	4,250.00
06/26/2025	331020	GREENSPIRE EQUITY VI, LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	12,150.00
06/26/2025	331021	GREENSPIRE II APARTMENTS, LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	12,150.00
06/26/2025	331022	PORTAGE APARTMENTS, LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	8,400.00
06/26/2025	331023	TALL TIMBERS PORTAGE, LLC	TORNADO BUSINESS RELIEF GRANT AGREEMENT	12,150.00
06/27/2025	331024	ALLIED MECHANICAL SERVICE	CITY HALL HVAC SERVICES	12,559.00
06/27/2025	331025	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00
06/27/2025	331026	CONVERSE MANAGEMENT CO	REFUND DUPL PMT WATER/SEWER BILL	425.76
06/27/2025	331027	KALAMAZOO BASEBALL LLC	EMPLOYEE ENGAGEMENT/RECOGNITION	3,450.00
06/27/2025	331028	MCINTOSH, MARIO	LAKEVIEW PARK FEES REFUND	110.00
06/27/2025	331029	MEYER, DONALD J.	OVER PMT ON FINAL WATER/SEWER BILL	211.40
06/27/2025	331030	PETTY CASH-DANA FAIR	REPLENISHMENT CHECK	919.30
			Total Paper Checks	**448,377.28**

Check Type: Auto-Pay Payments

Check Date	Check	Vendor Name	Description	Amount
06/16/2025		CONSUMERS ENERGY	GAS-ELECTRIC	364.87
06/16/2025		MISSIONSQUARE	EMPLOYER RETIREMENT CONTRIBUTIONS	86,940.25
06/17/2025		CONSUMERS ENERGY	GAS-ELECTRIC	5,875.40
06/18/2025		CONSUMERS ENERGY	GAS-ELECTRIC	270.41
06/27/2025		MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	47,398.35
			Total Auto-Pay Payments	**140,849.28**

Check Type: Electronic Payments

Check Date	Check	Vendor Name	Description	Amount
06/20/2025		MULTIPLE	2024 PILOT TAX DISBURSEMENT	161,076.48
06/23/2025		MULTIPLE	IAFF, PPCOA, PPOA, UAW PENSION PAYMENTS	111,192.68
06/27/2025		MULTIPLE	DPP TAX DISBURSEMENT 6/13/25	64,108.20
06/27/2025		MULTIPLE	2024 REMAINING IFT DISBURSEMENT	10,049.58
06/27/2025		HUNTINGTON NATIONAL BANK	DEBT SERVICE PAYMENT	2,000.00
			Total Electronic Payments	**348,426.94**
			Grand Total	**2,293,522.81**

PORTAGE
A Natural Place to Move

CITY COUNCIL AGENDA ITEM A.3.
JULY 8, 2025

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Budget Amendment for purchase of 7716 South Westnedge Avenue

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director
Adam Herringa, Chief Operating Officer

ACTION RECOMMENDED: Approve a budget amendment to use $541,612.80 in excess General Fund balance to fund the purchase of 7716 South Westnedge Avenue, via a transfer from the General Fund to the Capital Improvement Fund, and authorize the City Manager to execute all documents related to this action on behalf of the city.

At the February 25, 2025, City Council meeting, the City Council authorized the City Manager to execute an agreement to purchase the property at 7716 South Westnedge Avenue, as discussed in a closed session. Approval of a budget amendment is needed to authorize the funding source for this unbudgeted expenditure. The City of Portage has sufficient funds available in General Fund Balance to support this purchase.

A $5,500 earnest deposit was paid to Devon Title in March 2025. The closing took place on July 1, 2025, and the city paid $536,112.80 to complete the purchase. The total purchase price was $541,612.80.

Therefore, it is recommended that City Council approve a budget amendment to use $541,612.80 in excess General Fund balance to fund the purchase of 7716 South Westnedge Avenue, via a transfer from the General Fund to the Capital Improvement Fund, and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Excess General Fund Balance

Attachments: None

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Closed Session to Discuss a Personnel Matter and Litigation

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer

ACTION RECOMMENDED: Meet in Closed Session immediately following the regularly scheduled City Council Meeting of Tuesday, July 8, 2025, to discuss two separate matters:
1) A personnel matter under Sec. 8(1) a of the Michigan Open Meetings Act, and
2) Settlement strategy relating to pending litigation under Sec. 8(1)e of the Michigan Open Meetings Act.

The Michigan Open Meetings Act permits a variety of reasons for an elected body to enter into closed session. One of these reasons is to discuss a personnel matter provided that the employee requests that a closed session be held. The employee has made this request. Additionally, another reason is to consult with an attorney regarding settlement strategy in connection with specific litigation. Therefore, it is recommended that City Council meet in Closed Session immediately following the regularly scheduled Council Meeting of Tuesday, July 8, 2025, to discuss a personnel matter and proposed settlement of litigation. In this instance, a two-thirds majority vote is required to enter into closed session.

FUNDING: N/A

Attachments: None

Minutes of Boards & Commissions

CITY COUNCIL AGENDA ITEM C.1.
JULY 8, 2025

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Brownfield Redevelopment Plan Amendment No. 15, American Village Development II, LLC (1075 Bacon Avenue)

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Jonathon Hallberg, Deputy Director of Economic Development
Andrew Falkenberg, Deputy City Assessor

ACTION RECOMMENDED: Subsequent to the public hearing, consider approving the American Village Development II, LLC, Brownfield Redevelopment Plan Application, with Brownfield Redevelopment Plan Amendment No. 15, for McConley Cove at 1075 Bacon Avenue.

I. INTRODUCTION

The Brownfield Redevelopment Financing Act (PA 381 of 1996, as amended) ("Act") allows a city, village, township or county to establish a Brownfield Redevelopment Program for the purposes of facilitating the reuse of contaminated, blighted, or functionally obsolete properties; historic resources; land bank properties; properties in targeted redevelopment areas, housing properties; and parcels that are adjacent and contiguous with qualified properties.

Per the resolution adopted by the City Council in July 2001, the City of Portage Brownfield Redevelopment Program was established to facilitate the reuse of environmentally distressed, functionally obsolete, and/or blighted buildings and property in the community. This economic development program is intended to place vacant and/or underutilized/blighted properties back into productive use, fostering reinvestment in the city and, also, discouraging sprawl development. On July 19, 2023, Public Act 90 of 2023 ("PA 90") became effective and amended the Brownfield Act to include certain housing development activities as eligible activities. The purposes of these amendments were to provide additional financial tools for local governments to promote housing development throughout the State of Michigan.

AVD II, LLC, d.b.a. American Village Builders has submitted a brownfield plan for a single-family site condominium development on 15.85 acres at 1075 Bacon Avenue called "McConley Cove". The developer intends to redevelop and improve the property by establishing 54 lots for the construction of owner-occupied single-family homes by affiliate entity, AVB, LLC. Costs to AVD II, LLC, for construction of the infrastructure and site preparation are $3,815,391. AVB, LLC, will follow and build based upon market absorption, which they hope will be between six and eight years. However, for the purposes of this application, the developer has provided a more conservative estimated absorption rate of +/- five homes per year, with an estimated total capital investment of approximately $30,000,000 over ten years.

McConley Cove will be a built-to-suit community offering eight floor plans and several option packages for one- and two-story homes. Sale prices for these homes in current dollars can range anywhere from $450,000 to $650,000. The homes will be an average of 1,750 square feet, plus basement. All homes will be priced at market rate and dependent on market performance for the anticipated return. The city has previously granted full approval of this project through the Planned Development process. As discussed below, the McConley Cove Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act.

II. PROPOSED BROWNFIELD REDEVELOPMENT PLAN

Attached is a copy of the McConley Cove Act 381 Brownfield Plan and an application which seeks infrastructure cost reimbursement by the TIF. The plan outlines various eligible infrastructure improvements, and contingency costs. As this is an infrastructure-only housing TIF application, no housing subsidy financing gap costs are requested or shown. The property is eligible for the Housing TIF under the Act because the development of a "Housing Property" qualifies as a means to increase the supply of housing in Michigan. Eligible activities proposed to be funded through local tax reimbursement include the following:

Michigan State Housing Development Authority (MSHDA) and Local Tax Capture Eligible Activities

- Infrastructure Improvements Necessary for Housing: construction of stormwater retention systems, sanitary sewer and water main construction, gas and electric infrastructure, sidewalk development, right of way landscaping, and roads. Engineering and design of these activities are also included as eligible activities. The total cost is anticipated to be $2,708,166.
- Contingency of 15%, estimated at $406,225.
- Brownfield Plan/Act 381 Work Plan Preparation, Implementation, and Application Fee, estimated at $23,815.
- Interest of 3.5% on unreimbursed eligible expenses, estimated at $156,294.

The applicant seeks reimbursement for eligible activities through the capture of both local and school tax dollars:

1. Specifically, the applicant anticipates reimbursement of $329,789 over 12 years based on a 2.0% inflation rate from school tax increment revenues for costs associated with the MSHDA eligible activities above, including: housing-specific infrastructure, water and sewer mains, stormwater management facility, and brownfield/Act 381 work plan expenses. Therefore, the applicant is preparing an Act 381 Work Plan for approval by MSHDA.
2. In addition, the Act 381 Brownfield Plan anticipates capture of $636,364 for Authority administrative costs, $329,789 for the State Brownfield Redevelopment Fund, and $2,762,565 for the Local Brownfield Revolving Fund.
3. As shown in Table 1 (Eligible Activity Costs) in the plan, the estimated cost to complete all eligible activities, including a 15% contingency ($406,225), and estimated interest of 3.5% on unpaid balances ($156,294) is $3,294,501.
4. The base year taxable value for purposes of capture of Tax Increment Revenue (TIR) is proposed to be 2027.

Consistent with the City of Portage Brownfield Redevelopment Incentive Policy and state statute, capture of tax increment revenue for reimbursement of eligible expenses would be limited to 25 years (including projected capture of tax increment revenue for the Local Brownfield Revolving Fund, which occurs after year 20 of the Plan). The applicant is requesting a 17-year Brownfield Plan, including an interest allowance. Capture of tax increment revenue for the LBRF would begin in year 13 and would involve five full years of capture after the developer reimbursement period.

III. CONCLUSION

The City of Portage Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act. In accordance with the City of Portage Brownfield Redevelopment Incentive Policy ("Policy") and state statute, the project would conditionally be eligible for up to a 20-year TIF capture period for reimbursement of eligible expenses to the applicant and would also be eligible for consideration of annual simple interest reimbursement at up to 3.5%. AVD II, LLC, has requested 12 years of TIF capture, plus the interest allowance, based upon fulfillment of three investment criteria under the policy.

1. AVD II, LLC, is extending sidewalks north of the development off-site to connect with sidewalks to the north at the request of the city, which qualifies for one investment criterion.
2. An applicant that generates $10 million in taxable value has met one investment criterion. If they generate $15 million, they are granted two investment criteria points. AVD II, LLC, indicates that an affiliate company (AVB, LLC) is the planned developer of the 54 homes to be built over several years, which are projected to generate more than $15 million in taxable value. Because AVD II, LLC, is only involved in site preparation and infrastructure development on the project, they are not directly responsible for the potential increase in taxable value. Having conferred with the applicant, staff recommends the following:
    - The allowance of interest shall be contingent upon an affiliate company of AVD II, LLC, constructing all the homes within ten years of the start of the TIF Capture period, and
    - The combined taxable value increase of each home, at the time of certificate of occupancy issuance, totals $15 million, and excludes inflation in the taxable value for the years between completion and the end of the ten-year term.

Notwithstanding the above, approval of any Brownfield Redevelopment Plan Application is discretionary, and the ultimate decision to approve, or deny, an application lies with the Brownfield Redevelopment Authority ("Authority"). MCL § 125.2657. Though each plan is unique, the Authority should generally consider the following when evaluating each plan:

- **Meeting Goals of City of Portage Plans** (primarily City of Portage Comprehensive Plan, City of Portage Housing Needs Assessment and/or Market Analysis, or City of Portage Attainable Housing Plan of 2022)
- **Job Creation** (quality of the jobs created by a plan, generally for non-housing applications)
- **Investment** (how much it will cost to implement a plan)
- **Location** (whether a plan is in a blighted area where the Authority seeks redevelopment, and whether the proposed use is consistent with zoning and urban planning)
- **Project Type** (whether the plan is a project that the city wants to encourage in the community).

Along with the above considerations, the City of Portage Brownfield Redevelopment Incentive Policy ("Policy") lists a number of factors for the Authority to consider. While this is a City of Portage project, the City Council generally uses the following criteria when reviewing applications:

- The financial incentives to be provided for the plan will not result in the impairment of the operation or the financial soundness of any affected taxing unit.
- A public purpose will be served (expanded tax base, additional employment, income and capital investment in the community).

- The plan will provide for an expansion of the employment base in the community.
- The plan's proposed facilities will be compatible with the present and future requirements for city services such as roads, utilities, and public safety.
- The applicant meets current financial obligations to the city, is in compliance with all applicable state and city codes and ordinances, and has no pending or current litigation against the city.
- That the project pro forma, financial structure and financing commitments justify the project need and financial viability.
- That the applicant will achieve State of Michigan funding through an Act 381 Work Plan and will collaborate with the Community Development Department throughout the application process.
- That the requested level of incentive is commensurate with the number of investment criteria met within the policy.

IV. RECOMMENDATION

In accordance with the policy, the applicant has requested, and the application qualifies for, a Brownfield of up to 12 years for purposes of reimbursement of eligible expenses along with an additional five-year capture period contributing to the Local Brownfield Revolving Fund. City staff have prepared and the Portage Brownfield Redevelopment Authority has recommended adoption of a draft Development and Reimbursment Agreement for the Plan with the following conditions:

- Allowance of interest conditioned upon 1) an affiliate company of AVD II, LLC, constructing all the homes within ten years of the start of the TIF Capture period and 2) the combined taxable value increase of the homes, at the time of the full tax year following each certificate of occupancy issuance equaling a total of $15 million, excluding any inflation in the taxable value for the years between completion and the end of the ten-year term. Otherwise, the reimbursement of interest as an eligible cost will become ineligible.
- If the combined taxable value increase of the homes at the time of the full tax year following each certificate of occupancy issuance does not equal a total of $10 million, excluding any inflation in the taxable value for the years between completion and the end of the ten-year term, the Brownfield will be limited to ten years for reimbursement of eligible expenses, along with an additional five-year capture period contributing to the Local Brownfield Revolving Fund.

The Portage Brownfield Redevelopment Authority unanimously recommended this application be forwarded to the City Council through a formal vote on June 5, 2025. The City Council received the Application and Brownfield Redevelopment Plan Amendment No. 15 on June 10, 2025 and scheduled the public hearing for June 24. After the public hearing, it is recommended that the Council consider approving the American Village Development II, LLC, Brownfield Redevelopment Plan Application, with Brownfield Redevelopment Plan Amendment No. 15, for McConley Cove at 1075 Bacon Avenue.

FUNDING:

- Total anticipated eligible costs to be reimbursed to the applicant through capture of Tax Increment Revenue over 12 years: $3,294,501.
- Total anticipated capture, inclusive of estimated eligible costs, administrative costs, State Brownfield Revolving Fund, and Local Brownfield Revolving Fund, over 17 years: $7,023,219.
- Total anticipated taxable value of the development/improvements added to the tax base at year 17, based upon 2% annual inflation in value: $18,680,868, which at the

current tax rates would generate approximately $850,000 per year for governmental bodies that levy property taxes.

Attachments:

1. McConley Cove Brownfield Plan
2. McConley Cove Brownfield Application
3. McConley Cove Development Agreement - 2025.06.04 AAF
4. 2025 06 05 DRAFT BRA Meeting Minutes
5. Resolution to Amend Brownfield with Amendment 15 - McConley

ACT 381 BROWNFIELD PLAN

American Village Development II, LLC
1075 Bacon Avenue
Kalamazoo County, City of Portage
City of Portage Brownfield Redevelopment Authority

May 27, 2025

Prepared by
Michigan Growth Advisors
100 W Michigan Avenue
Suite #200
Kalamazoo, MI 49007

Approved by the Brownfield Redevelopment Authority on ____________________________

Approved by the City of Portage on ___________________________________

TABLE OF CONTENTS

EXHIBITS

ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of one vacant parcel totaling approximately 15.85 acres in the City of Portage. The project will involve preparing the site as the McConley Cove subdivision, in preparation for the development of 54 housing units in the subdivision. The project includes the development of a road, utility mains, and other infrastructure to accommodate single family home development. The development of the site is expected to include McConley Cove Way, which will connect through the property to the existing Chaucer Avenue to the South and Gulf Breeze Road to the North. McConley Cove Way will have two branching cul-de-sacs to the East and West to reach the future residential lots. The proposed street names are Aberlour Court at the Northern end of the property and Teeling Trail on the Southern end of the property.

The total capital investment is expected to be approximately $3.8 million. Construction on the project is planned to begin in the summer of 2025 and will be completed in summer of 2026.

1.2 Identification of Housing Need

<u>Specific Housing Need</u>

The Kalamazoo County Housing Plan prepared by the Upjohn Institute in 2022 identified that the county required 7,750 new housing units in order to appropriately house the growth anticipated in the county. Survey results from the Kalamazoo County Housing Plan indicate that the vast majority of residents prefer single family homes, however the current supply of single-family homes does not reflect this preference in the region. Additionally, according to the "Portage-East" section of the Partnership J Housing Data included in the Statewide Housing Plan, approximately 50.3% of the existing housing stock was built before 1970 in this area. The for-sale vacancy rate in this area was 0.4% and the for-rent vacancy rate in this area was 0.9%, indicating an aging and very tight housing supply.

<u>Job Growth Data</u>

Southwest Michigan First, the economic development organization serving the 7-county region of Southwest Michigan, has announced 4,666 new jobs to the region between 2021 to 2023. This includes significant investment and job creation in Kalamazoo County and the City of Portage, including Pfizer Global Supply's 2022 announcement of a $870M expansion which is expected to create 550 jobs, and Midwest Fasteners, which announced a $10.4M expansion that will create and retain 124 jobs in Portage. The region is undergoing significant corporate investment that will require new employees in the region. Based on the specific housing need and job growth data in the area, the absorption of these new residential units is expected to be accelerated.

1.3 Eligible Property Information

Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 54 housing units on Parcel #10-00027-150-B, thus this parcel is eligible property under Act 381.

Location and Legal Description

1075 Bacon Avenue Portage, MI 49002	Parcel ID: 10-00027-150-B	15.85 Acres

Legal Description:

SEC 27 T3S R11W PART SE1/4 COM 660 FT N OF SW COR THEREOF N 1023 FT E 993.67 FT S 643 FT E 338 FT S 120 FT S89DEG 47'00"W 356.14 FT S62DEG 14'56"W 312.26 FT S74DEG 38'51"W 84.99 FT S15DEG 21'09"E 127.89 FT S89DEG 47'00"W 120 FT S00DEG 16'50"E 120 FT S89DEG 47'00"W 41 FT S00DEG 16'50"E 180 FT S89DEG 47'00"W 279 FT M/L TO PT 209.67 FT E OF N & S 1/4 LINE N 330 FT W 209.67 FT TO BEG EXC THAT PART PLATTED TO THE PINES NO. 2

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse American Village Development II, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). All of the housing property for which housing development activities are identified under this Plan will be sold or rented at market rate and will not be subsidized, therefore, reimbursement of these costs are statutorily approved for reimbursement with school taxes pursuant to Section 13b(4) of Act 381.

The total cost of eligible activities in this Brownfield Plan including contingency are anticipated to be $3,138,206. Simple interest on unreimbursed eligible activities is also included as an eligible activity at 3.5%. Funding to the State Brownfield Redevelopment Fund is anticipated to be $329,789. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Environmental Activities

This Plan does not contemplate department specific activities.

Non-Environmental Activities

Because the basis of property eligibility is “Housing Property” under Public Act 381, additional non-environmental costs can be reimbursed through a brownfield plan. This plan provides for reimbursement of eligible “housing development activities” including infrastructure activities that are necessary for new housing development on eligible property.

2.2 Summary of Eligible Activities

2.2..1 Infrastructure
Infrastructure activities will include the construction of stormwater retention systems, sanitary sewer and water main construction, gas and electric infrastructure, sidewalk development, landscaping, and roads. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure activities is anticipated to be $2,708,166.

2.2..2 Interest
Financing costs for the project are considered an eligible activity. This plan allows for 3.5% interest rate on the developer’s unreimbursed eligible activities.

2.2..3 Contingency
A 15% contingency is included as an eligible activity. The contingency is estimated to be $406,225.

2.2..4 Brownfield Plan Preparation
The cost to prepare the Brownfield Plan is anticipated to be $15,000.

2.2..5 Brownfield Plan Application Fee
The cost to apply for the Brownfield Plan is included as an eligible activity and is estimated to cost $3,815.

2.2..6 Brownfield Plan Implementation
The cost of implementing the Brownfield Plan is anticipated to be $5,000.

2.2..7 Local Brownfield Revolving Fund
Local Brownfield Revolving Fund capture is also included in this plan. Capture to the Local Brownfield Revolving Fund is anticipated to be $2,762,565.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City or County are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 12 years of reimbursement to Developer, with an additional 5 years of capture to the Local Brownfield Revolving Fund ("LBRF"). It is estimated that the first homes will be completed in 2026 and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2043. Capture of TIR is expected to begin in 2027, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property consists of one parcel which total 15.85 acres in size and is located at 1075 Bacon Avenue in Portage, Kalamazoo County (Parcel Identification Number 10-00027-150-B). A legal description of the property along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcel is considered "eligible property" due to the development of residential housing units on the property, as defined within the definition of "Housing Property" in Section 2(y) of Public Act 381 of 1996, as amended.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figure 1

Legal Description and Eligible Property Map

1075 Bacon Avenue
Portage, MI 49002

Parcel ID: 10-00027-150-B

15.85 Acres

Legal Description:

SEC 27 T3S R11W PART SE1/4 COM 660 FT N OF SW COR THEREOF N 1023 FT E 993.67 FT S 643 FT E 338 FT S 120 FT S89DEG 47'00"W 356.14 FT S62DEG 14'56"W 312.26 FT S74DEG 38'51"W 84.99 FT S15DEG 21'09"E 127.89 FT S89DEG 47'00"W 120 FT S00DEG 16'50"E 120 FT S89DEG 47'00"W 41 FT S00DEG 16'50"E 180 FT S89DEG 47'00"W 279 FT M/L TO PT 209.67 FT E OF N & S 1/4 LINE N 330 FT W 209.67 FT TO BEG EXC THAT PART PLATTED TO THE PINES NO. 2

Table 1

Eligible Activity Costs

Eligible Activities Table
American Village Development II, LLC
1075 Bacon Avenue
Portage, MI
May 2025

MSDHA Housing Development Activities Costs and Schedule		
MSHDA Eligible Activities	**Cost**	**Completion Season/Year**
Infrastructure Sub-Total	**$ 2,708,166**	**Summer 2025**
Sewer and Water Tap Fees	$ 44,197	
Water Mains	$ 424,300	
Electric and Natural Gas Utilities	$ 40,000	
Stormwater System	$ 304,907	
Sewer Main	$ 268,177	
Road, Sidewalk, and Curb Construction	$ 1,153,293	
Landscaping	$ 310,000	
Site Lightning	$ 5,000	
Street Signage	$ 5,000	
Engineering and design of the above	$ 153,292	
Brownfield Plan/Act 381 Work Plan	**$ 15,000**	**Summer 2025**
Brownfield Plan Implementation	**$ 5,000**	
Brownfield Plan Application Fee	**$ 3,815**	
MSHDA Eligible Activities Sub-Total	**$ 2,731,981**	
Contingency (15%)	**$ 406,225**	
Interest	**$ 156,294**	
Total Brownfield Eligible Activities	**$ 3,294,501**	

Table 2

Tax Capture Schedule

Tax Increment Financing Capture Estimates
American Village Development II, LLC
1075 Bacon Avenue
Portage, MI
May 2025

Estimated Taxable Value (TV) Increase Rate: 2%

		1	2	3	4	5	6	7	8	9	10	11
Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
Calendar Year		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value		$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700
Estimated New TV		$ 1,260,000	$ 2,570,400	$ 3,932,712	$ 5,348,488	$ 6,819,323	$ 8,346,851	$ 9,932,753	$ 11,578,752	$ 13,286,617	$ 15,058,166	$ 16,588,076
Incremental Difference (New TV - Base TV)		**$ 1,117,300**	**$ 2,427,700**	**$ 3,790,012**	**$ 5,205,788**	**$ 6,676,623**	**$ 8,204,151**	**$ 9,790,053**	**$ 11,436,052**	**$ 13,143,917**	**$ 14,915,466**	**$ 16,445,376**
School Capture	Millage Rate											
State Education Tax (SET)	6.0000	$ 6,704	$ 14,566	$ 22,740	$ 31,235	$ 40,060	$ 49,225	$ 58,740	$ 68,616	$ 78,864	$ 89,493	$ 98,672
School Operating Tax	0.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total	**6.0000**	**$ 6,704**	**$ 14,566**	**$ 22,740**	**$ 31,235**	**$ 40,060**	**$ 49,225**	**$ 58,740**	**$ 68,616**	**$ 78,864**	**$ 89,493**	**$ 98,672**
Local Capture	Millage Rate											
District Library	1.4942	$ 1,669	$ 3,627	$ 5,663	$ 7,778	$ 9,976	$ 12,259	$ 14,628	$ 17,088	$ 19,640	$ 22,287	$ 24,573
Library Extra	0.4980	$ 556	$ 1,209	$ 1,887	$ 2,592	$ 3,325	$ 4,086	$ 4,875	$ 5,695	$ 6,546	$ 7,428	$ 8,190
County Public Safety	1.4344	$ 1,603	$ 3,482	$ 5,436	$ 7,467	$ 9,577	$ 11,768	$ 14,043	$ 16,404	$ 18,854	$ 21,395	$ 23,589
County Housing	0.7434	$ 831	$ 1,805	$ 2,817	$ 3,870	$ 4,963	$ 6,099	$ 7,278	$ 8,502	$ 9,771	$ 11,088	$ 12,225
County Senior	0.3462	$ 387	$ 840	$ 1,312	$ 1,802	$ 2,311	$ 2,840	$ 3,389	$ 3,959	$ 4,550	$ 5,164	$ 5,693
County 911	0.6442	$ 720	$ 1,564	$ 2,442	$ 3,354	$ 4,301	$ 5,285	$ 6,307	$ 7,367	$ 8,467	$ 9,609	$ 10,594
County Veterans	0.0997	$ 111	$ 242	$ 378	$ 519	$ 666	$ 818	$ 976	$ 1,140	$ 1,310	$ 1,487	$ 1,640
City of Portage	10.6400	$ 11,888	$ 25,831	$ 40,326	$ 55,390	$ 71,039	$ 87,292	$ 104,166	$ 121,680	$ 139,851	$ 158,701	$ 174,979
KVCC	2.7729	$ 3,098	$ 6,732	$ 10,509	$ 14,435	$ 18,514	$ 22,749	$ 27,147	$ 31,711	$ 36,447	$ 41,359	$ 45,601
KRESA	6.9785	$ 7,797	$ 16,942	$ 26,449	$ 36,329	$ 46,593	$ 57,253	$ 68,320	$ 79,806	$ 91,725	$ 104,088	$ 114,764
School Site Sinking Fund	0.4983	$ 557	$ 1,210	$ 1,889	$ 2,594	$ 3,327	$ 4,088	$ 4,878	$ 5,699	$ 6,550	$ 7,432	$ 8,195
County Operating	4.6202	$ 5,162	$ 11,216	$ 17,511	$ 24,052	$ 30,847	$ 37,905	$ 45,232	$ 52,837	$ 60,728	$ 68,912	$ 75,981
CCTA Transportation	0.8933	$ 998	$ 2,169	$ 3,386	$ 4,650	$ 5,964	$ 7,329	$ 8,745	$ 10,216	$ 11,741	$ 13,324	$ 14,691
KCTA Transportation	0.3102	$ 347	$ 753	$ 1,176	$ 1,615	$ 2,071	$ 2,545	$ 3,037	$ 3,547	$ 4,077	$ 4,627	$ 5,101
Local Total	**31.9735**	**$ 35,724**	**$ 77,622**	**$ 121,180**	**$ 166,447**	**$ 213,475**	**$ 262,315**	**$ 313,022**	**$ 365,651**	**$ 420,257**	**$ 476,900**	**$ 525,816**
Non-Capturable Millages	Millage Rate											
School Debt	6.8500	$ 7,654	$ 16,630	$ 25,962	$ 35,660	$ 45,735	$ 56,198	$ 67,062	$ 78,337	$ 90,036	$ 102,171	$ 112,651
County Juvenile Home Debt	0.1176	$ 131	$ 285	$ 446	$ 612	$ 785	$ 965	$ 1,151	$ 1,345	$ 1,546	$ 1,754	$ 1,934
Total Non-Capturable Taxes	**6.9676**	**$ 7,785**	**$ 16,915**	**$ 26,407**	**$ 36,272**	**$ 46,520**	**$ 57,163**	**$ 68,213**	**$ 79,682**	**$ 91,582**	**$ 103,925**	**$ 114,585**
	44.9411											
Total Tax Increment Revenue (TIR) Available for Capture		$ 42,428	$ 92,188	$ 143,920	$ 197,682	$ 253,535	$ 311,540	$ 371,763	$ 434,267	$ 499,121	$ 566,392	$ 624,488

Footnotes:

Average Home taxable Value $ 252,000

Total Units	**54**										
New Units Constructed	5	5	5	5	5	5	5	5	5	5	4
Cumulative units	5	10	15	20	25	30	35	40	45	50	54

Tax Increment Financing Capture Estimates
American Village Development II, LLC
1075 Bacon Avenue
Portage, MI
May 2025

12	13	14	15	16	17	TOTAL
2037	2038	2039	2040	2041	2042	
$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ 142,700	$ -
$ 16,919,838	$ 17,258,234	$ 17,603,399	$ 17,955,467	$ 18,314,576	$ 18,680,868	$ -
$ 16,777,138	**$ 17,115,534**	**$ 17,460,699**	**$ 17,812,767**	**$ 18,171,876**	**$ 18,538,168**	$ -
$ 100,663	$ 102,693	$ 104,764	$ 106,877	$ 109,031	$ 111,229	$ 1,194,172
$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 100,663	**$ 102,693**	**$ 104,764**	**$ 106,877**	**$ 109,031**	**$ 111,229**	**$ 1,194,172**
$ 25,068	$ 25,574	$ 26,090	$ 26,616	$ 27,152	$ 27,700	$ 297,389
$ 8,355	$ 8,524	$ 8,695	$ 8,871	$ 9,050	$ 9,232	$ 99,116
$ 24,065	$ 24,551	$ 25,046	$ 25,551	$ 26,066	$ 26,591	$ 285,487
$ 12,472	$ 12,724	$ 12,980	$ 13,242	$ 13,509	$ 13,781	$ 147,958
$ 5,808	$ 5,925	$ 6,045	$ 6,167	$ 6,291	$ 6,418	$ 68,904
$ 10,808	$ 11,026	$ 11,248	$ 11,475	$ 11,706	$ 11,942	$ 128,214
$ 1,673	$ 1,706	$ 1,741	$ 1,776	$ 1,812	$ 1,848	$ 19,843
$ 178,509	$ 182,109	$ 185,782	$ 189,528	$ 193,349	$ 197,246	$ 2,117,665
$ 46,521	$ 47,460	$ 48,417	$ 49,393	$ 50,389	$ 51,404	$ 551,886
$ 117,079	$ 119,441	$ 121,849	$ 124,306	$ 126,812	$ 129,369	$ 1,388,921
$ 8,360	$ 8,529	$ 8,701	$ 8,876	$ 9,055	$ 9,238	$ 99,176
$ 77,514	$ 79,077	$ 80,672	$ 82,299	$ 83,958	$ 85,650	$ 919,552
$ 14,987	$ 15,289	$ 15,598	$ 15,912	$ 16,233	$ 16,560	$ 177,792
$ 5,204	$ 5,309	$ 5,416	$ 5,526	$ 5,637	$ 5,751	$ 61,739
$ 536,424	**$ 547,244**	**$ 558,280**	**$ 569,537**	**$ 581,018**	**$ 592,730**	**$ 6,363,642**
$ 114,923	$ 117,241	$ 119,606	$ 122,017	$ 124,477	$ 126,986	$ 1,363,346
$ 1,973	$ 2,013	$ 2,053	$ 2,095	$ 2,137	$ 2,180	$ 23,406
$ 116,896	**$ 119,254**	**$ 121,659**	**$ 124,112**	**$ 126,614**	**$ 129,167**	**$ 1,386,752**
$ 637,087	$ 649,937	$ 663,044	$ 676,413	$ 690,050	$ 703,959	**$ 7,557,813**

Table 3

Reimbursement Schedule

Tax Increment Financing Reimbursement Schedule
American Village Development II, LLC
1075 Bacon Avenue
Portage, MI
May 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**5.4%**	**$ 329,789**	**$ -**	$ 329,789
Local	**94.6%**	**$ 5,727,277**	**$ -**	$ 5,727,277
TOTAL		**$ 6,057,066**		**$ 6,057,066**
EGLE	0.0%	$ -	$ -	$ -
MSHDA	100.0%	$ 3,138,206	$ -	$ 3,138,206

Estimated Total Years of Plan:	**17**

Plan Year		1	2	3	4	5	6	7	8	9	10
		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total State Incremental Revenue		$ 6,704	$ 14,566	$ 22,740	$ 31,235	$ 40,060	$ 49,225	$ 58,740	$ 68,616	$ 78,864	$ 89,493
State Brownfield Redevelopment Fund (50% of SET)		$ 3,352	$ 7,283	$ 11,370	$ 15,617	$ 20,030	$ 24,612	$ 29,370	$ 34,308	$ 39,432	$ 44,746
State TIR Available for Reimbursement		**$ 3,352**	**$ 7,283**	**$ 11,370**	**$ 15,617**	**$ 20,030**	**$ 24,612**	**$ 29,370**	**$ 34,308**	**$ 39,432**	**$ 44,746**
Total Local Incremental Revenue		$ 35,724	$ 77,622	$ 121,180	$ 166,447	$ 213,475	$ 262,315	$ 313,022	$ 365,651	$ 420,257	$ 476,900
BRA Administrative Fee (10%)		$ (3,572)	$ (7,762)	$ (12,118)	$ (16,645)	$ (21,347)	$ (26,232)	$ (31,302)	$ (36,565)	$ (42,026)	$ (47,690)
Local TIR Available for Reimbursement		**$ 32,152**	**$ 69,860**	**$ 109,062**	**$ 149,803**	**$ 192,127**	**$ 236,084**	**$ 281,720**	**$ 329,086**	**$ 378,231**	**$ 429,210**
Total State & Local TIR Available		**$ 35,503**	**$ 77,143**	**$ 120,432**	**$ 165,420**	**$ 212,157**	**$ 260,696**	**$ 311,090**	**$ 363,394**	**$ 417,663**	**$ 473,956**
DEVELOPER	Beginning Balance										
DEVELOPER Eligible Activity Balance	*$ 3,138,206*	*$ 3,102,703*	*$ 3,025,560*	*$ 2,905,128*	*$ 2,739,708*	*$ 2,527,551*	*$ 2,266,854*	*$ 1,955,764*	*$ 1,592,370*	*$ 1,174,707*	*$ 700,751*
Developer Reimbursement	*$ 3,138,206*										
State Tax Reimbursement		$ 3,352	$ 7,283	$ 11,370	$ 15,617	$ 20,030	$ 24,612	$ 29,370	$ 34,308	$ 39,432	$ 44,746
Local Tax Reimbursement		$ 32,152	$ 69,860	$ 109,062	$ 149,803	$ 192,127	$ 236,084	$ 281,720	$ 329,086	$ 378,231	$ 429,210
Total Developer Reimbursement Balance		*$ 3,102,703*	*$ 3,025,560*	*$ 2,905,128*	*$ 2,739,708*	*$ 2,527,551*	*$ 2,266,854*	*$ 1,955,764*	*$ 1,592,370*	*$ 1,174,707*	*$ 700,751*
Interest Accrual	3.5%	*$ 21,874*	*$ 21,330*	*$ 20,481*	*$ 19,315*	*$ 17,819*	*$ 15,981*	*$ 13,788*	*$ 11,226*	*$ 8,282*	*$ 4,940*
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -			$ -	
Local Tax Reimbursement											
Total Interest Reimbursement Balance		$ 21,874	$ 43,205	$ 63,686	$ 83,001	$ 100,820	$ 116,802	$ 130,590	$ 141,816	$ 150,098	$ 155,038
Total Annual Developer Reimbursement		*$ 35,503*	*$ 77,143*	*$ 120,432*	*$ 165,420*	*$ 212,157*	*$ 260,696*	*$ 311,090*	*$ 363,394*	*$ 417,663*	*$ 473,956*

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *		1	2	3	4	5	6	7	8	9	10
State Tax Capture	$ -										
Local Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

Tax Increment Financing Reimbursement Schedule
American Village Development II, LLC
1075 Bacon Avenue
Portage, MI
May 2025

Estimated Capture	$ 7,023,219
Administrative Fees	$ 636,364
State Brownfield Redevelopment Fund	$ 329,789
Local Brownfield Revolving Fund	$ 2,762,565

11 2036	12 2037	13 2038	14 2039	15 2040	16 2041	17 2042	TOTAL
$ 98,672	$ 100,663						$ 659,577
$ 49,336	$ 50,331						$ 329,789
$ 49,336	**$ 50,331**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 329,789**
$ 525,816	$ 536,424	$ 547,244	$ 558,280	$ 569,537	$ 581,018	$ 592,730	$ 6,363,642
$ (52,582)	$ (53,642)	$ (54,724)	$ (55,828)	$ (56,954)	$ (58,102)	$ (59,273)	$ (636,364)
$ 473,235	**$ 482,781**	**$ 492,519**	**$ 502,452**	**$ 512,583**	**$ 522,917**	**$ 533,457**	**$ 5,727,277**
$ 522,571	**$ 533,113**	**$ 492,519**	**$ 502,452**	**$ 512,583**	**$ 522,917**	**$ 533,457**	
$ 178,181	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
							$ 3,138,206
$ 49,336	$ 9,701	$ -	$ -	$ -	$ -	$ -	$ 289,159
$ 473,235	$ 168,479	$ -	$ -	$ -	$ -	$ -	$ 2,849,048
$ 178,181	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	**$ 3,138,206**
$ 1,256	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	**$ 156,294**
	$ 40,630	*$ -*					$ 40,630
	$ 115,664	*$ -*					$ 115,664
$ 156,294	$ -	$ -	$ -	$ -	$ -	$ -	**$ 156,294**
$ 522,571	*$ 334,475*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	**$ 3,294,501**
							$ -
$ -	*$ 198,638*	*$ 492,519*	*$ 502,452*	*$ 512,583*	*$ 522,917*	*$ 533,457*	$ 2,762,565
$ -	***$ 198,638***	***$ 492,519***	***$ 502,452***	***$ 512,583***	***$ 522,917***	***$ 533,457***	**$ 2,762,565**

Attachment A

Brownfield Plan Resolutions

Attachment B

Reimbursement Agreement

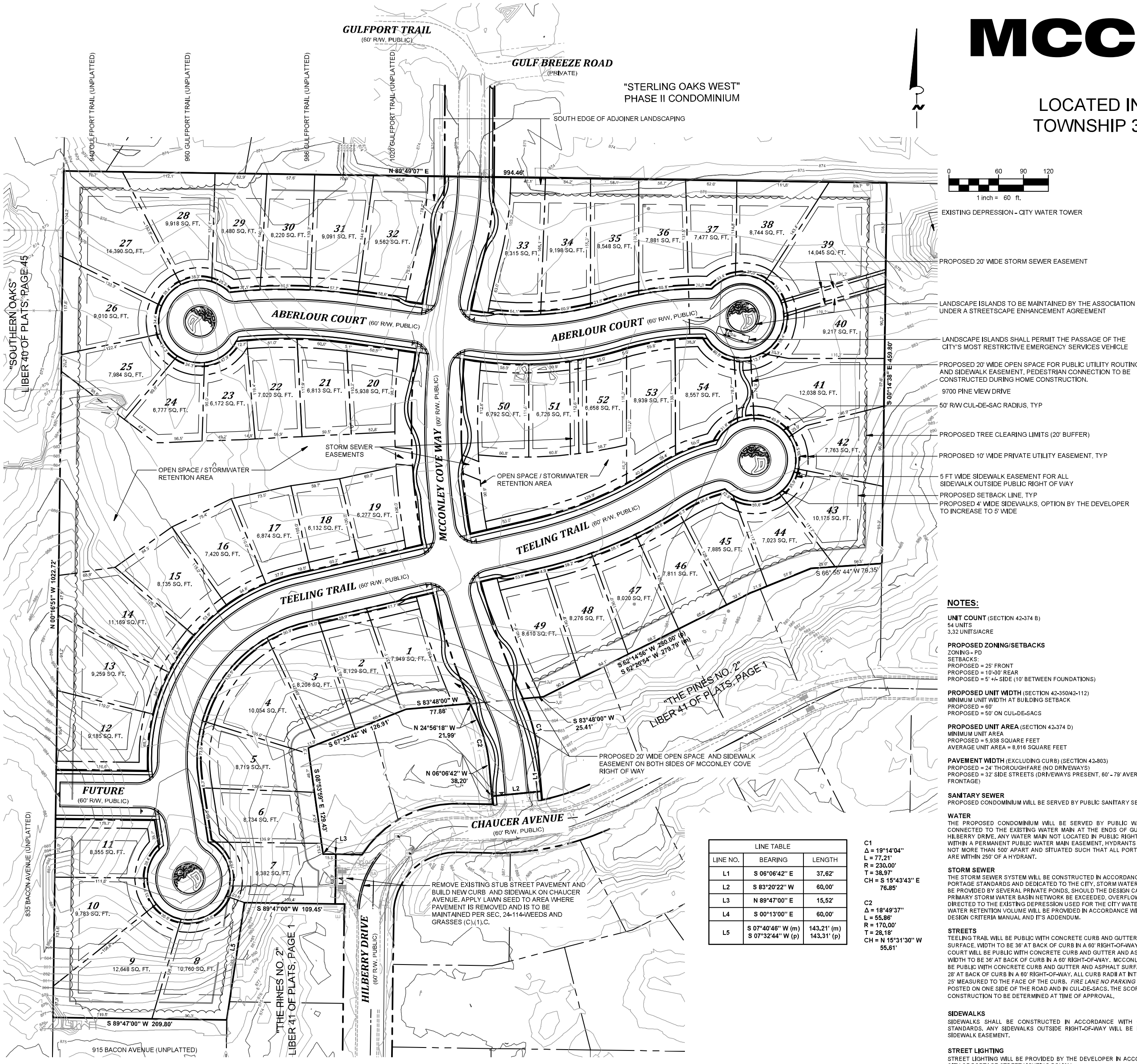
Attachment C

Site Plan

MCCONLEY COVE

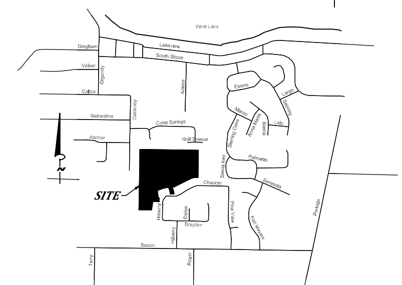
A SITE CONDOMINIUM

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE,
KALAMAZOO COUNTY, MICHIGAN



PROPRIETOR/OWNER
AMERICAN VILLAGE DEVELOPMENT II
4200 WEST CENTRE AVENUE
PORTAGE, MI 49024
(269) 323-2022

SURVEYOR/ENGINEER
WIGHTMAN & ASSOCIATES, INC.
433 EAST RANSOM STREET
KALAMAZOO, MI 49007
(269) 200-2700



VICINITY MAP
(NOT TO SCALE)

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S 06°06'42" E	37.62'
L2	S 83°20'22" W	60.00'
L3	N 89°47'00" E	15.52'
L4	S 00°13'00" E	60.00'
L5	S 07°40'46" W (m) S 07°32'44" W (p)	143.21' (m) 143.31' (p)

C1
Δ = 19°14'04"
L = 77.21'
R = 230.00'
T = 38.97'
CH = S 15°43'43" E 76.85'

C2
Δ = 18°49'37"
L = 55.86'
R = 170.00'
T = 28.18'
CH = N 15°31'30" W 55.61'

NOTES:

UNIT COUNT (SECTION 42-374 B)
54 UNITS
3.32 UNITS/ACRE

PROPOSED ZONING/SETBACKS
ZONING - PD
SETBACKS:
PROPOSED = 25' FRONT
PROPOSED = 10'-30' REAR
PROPOSED = 5' +/- SIDE (10' BETWEEN FOUNDATIONS)

PROPOSED UNIT WIDTH (SECTION 42-350/42-112)
MINIMUM UNIT WIDTH AT BUILDING SETBACK
PROPOSED = 60'
PROPOSED = 50' ON CUL-DE-SACS

PROPOSED UNIT AREA (SECTION 42-374 D)
MINIMUM UNIT AREA
PROPOSED = 5,938 SQUARE FEET
AVERAGE UNIT AREA = 8,616 SQUARE FEET

PAVEMENT WIDTH (EXCLUDING CURB) (SECTION 42-803)
PROPOSED = 24' THOROUGHFARE (NO DRIVEWAYS)
PROPOSED = 32' SIDE STREETS (DRIVEWAYS PRESENT, 60' - 79' AVERAGE UNIT FRONTAGE)

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

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

STORM SEWER
THE STORM SEWER SYSTEM WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTAGE STANDARDS AND DEDICATED TO THE CITY. STORM WATER RETENTION WILL BE PROVIDED BY SEVERAL PRIVATE PONDS. SHOULD THE DESIGN CAPACITY OF THE PRIMARY STORM WATER BASIN NETWORK BE EXCEEDED, OVERFLOW WILL BE DIRECTED TO THE EXISTING DEPRESSION USED FOR THE CITY WATER TOWER. STORM WATER RETENTION VOLUME WILL BE PROVIDED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA MANUAL AND IT'S ADDENDUM.

STREETS
TEELING TRAIL WILL BE PUBLIC WITH CONCRETE CURB AND GUTTER AND ASPHALT SURFACE, WIDTH TO BE 36' AT BACK OF CURB IN A 60' RIGHT-OF-WAY. ABERLOUR COURT WILL BE PUBLIC WITH CONCRETE CURB AND GUTTER AND ASPHALT SURFACE, WIDTH TO BE 36' AT BACK OF CURB IN A 60' RIGHT-OF-WAY. MCCONLEY COVE WAY WILL BE PUBLIC WITH CONCRETE CURB AND GUTTER AND ASPHALT SURFACE, WIDTH TO BE 28' AT BACK OF CURB IN A 60' RIGHT-OF-WAY. ALL CURB RADII AT INTERSECTIONS TO BE 25' MEASURED TO THE FACE OF THE CURB. *FIRE LANE NO PARKING* SIGNS SHALL BE POSTED ON ONE SIDE OF THE ROAD AND IN CUL-DE-SACS. THE SCOPE OF STUB ROAD CONSTRUCTION TO BE DETERMINED AT TIME OF APPROVAL.

SIDEWALKS
SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTAGE STANDARDS. ANY SIDEWALKS OUTSIDE RIGHT-OF-WAY WILL BE LOCATED WITHIN A SIDEWALK EASEMENT.

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

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

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

LEGAL DESCRIPTION AS SURVEYED:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 27 THAT IS 660.00 FEET NORTH 00° 16' 51" WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 00° 16' 51" WEST ON SAID NORTH AND SOUTH QUARTER LINE 1022.72 FEET TO THE NORTH LINE OF THE SOUTH 1683.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 27, AS MONUMENTED; THENCE NORTH 89° 49' 07" EAST ON SAID NORTH LINE 994.46 FEET TO THE WEST LINE OF THE EAST 338 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 14' 38" EAST ON SAID WEST LINE 459.80 FEET TO THE NORTHEAST CORNER OF LOT 31 OF "THE PINES NO. 2", BEING A SUBDIVISION RECORDED IN LIBER 41 OF PLATS, PAGE 1 KALAMAZOO COUNTY RECORDS; THENCE SOUTH 85° 02' 04" WEST ON THE NORTHERLY LINE OF SAID "THE PINES NO. 2" A DISTANCE OF 85.44 FEET; THENCE CONTINUING ON SAID NORTHERLY LINE THE FOLLOWING 11 COURSES; THENCE SOUTH 66° 55' 44" WEST 79.35 FEET; THENCE SOUTH 62° 20' 54" WEST (PLATTED SOUTH 62° 14' 56" WEST) 279.79 FEET (PLATTED 280.00 FEET); THENCE SOUTH 83° 48' 00" WEST 25.41 FEET; THENCE SOUTHEASTERLY 77.21 FEET ON A 230.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 15° 43' 43" EAST 76.85 FEET; THENCE SOUTH 06° 06' 42" EAST 37.62 FEET; THENCE SOUTH 83° 20' 22" WEST 60.00 FEET; THENCE NORTH 06° 06' 42" WEST 38.20 FEET; THENCE NORTHWESTERLY 55.86 FEET ON A 170.00 FOOT RADIUS CURVE THE LEFT WHOSE CHORD BEARS NORTH 15° 31' 30" WEST 55.61 FEET; THENCE NORTH 24° 56' 18" WEST 21.99 FEET; THENCE SOUTH 83° 48' 00" WEST 77.88 FEET; THENCE SOUTH 67° 23' 42" WEST 126.91 FEET TO THE WESTERLY LINE OF SAID "THE PINES NO. 2"; THENCE SOUTH 08° 53' 59" EAST ON SAID WESTERLY LINE 129.43 FEET; THENCE CONTINUING ON SAID WESTERLY LINE THE FOLLOWING 4 COURSES; THENCE NORTH 89° 47' 00" EAST 15.52 FEET; THENCE SOUTH 00° 13' 00" EAST 60.00 FEET; THENCE SOUTH 89° 47' 00" WEST 109.45 FEET; THENCE SOUTH 07° 40' 46" WEST (PLATTED SOUTH 07° 32' 44" WEST) 143.21 FEET (PLATTED 143.31 FEET) TO THE NORTH LINE OF THE SOUTH 660.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 47' 00" WEST ON SAID NORTH LINE 209.80 FEET TO THE POINT OF BEGINNING. CONTAINING 16.25 ACRES MORE OR LESS.

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

BEARINGS ARE RELATED TO "THE PINES NO. 2" AS RECORDED IN LIBER 41 OF PLATS, PAGE 1, KALAMAZOO COUNTY RECORDS.

WIGHTMAN
433 E. RANSOM ST.
KALAMAZOO, MI 49007
269.327.3532
www.gowightman.com

STATE OF MICHIGAN
Gary D. Hahn
License No. 4001038116
LICENSED PROFESSIONAL SURVEYOR
GARY D. HAHN, PS-35116

PROJECT NAME:
MCCONLEY COVE
1075 BACON AVENUE
PORTAGE, MI 49024

AMERICAN VILLAGE DEVELOPMENT II
4200 WEST CENTRE AVENUE
PORTAGE, MI 49024

00 6/19/2024 ISSUED FOR PD AMENDMENT PDS

REVISIONS

DATE: MARCH 2023
SCALE:

CONDOMINIUM SUBDIVISION PLAN

JOB No. 214110
214110-01
OF 14

Attachment D

Housing Study

PORTAGE
A Natural Place to Move

Brownfield Redevelopment Authority Project Application

To be considered for inclusion in the Program, the applicant will request a pre-application meeting with the Community Development Department. Department staff will share the Program criteria and will review the applicant's proposed project. Following the meeting, department staff will provide the applicant with a summary review of the project and a recommendation of whether the project would qualify for participation in the Program. When the applicant has made the required preparations, an application must be submitted to the Community Development Department in electronic format.

Please submit your application in this Excel format . Submittals may be in draft version up until such a time that legal review is requested, prior to which, the final version must be completed and the application fee must be paid. This application form must be completed by the applicant to initiate the brownfield review process by the City of Portage Brownfield Redevelopment Authority (BRA).

Last Updated: 12/3/24

Contents

The following sections are included in this application. All sections must be completed in order for the aplication to be accepted.

A. Application Fee

The Application fee is based on total project investment: 0.1%, i.e. a $1,000,0000 project will result in a $1,000 fee, due at the time of application submittal. No legal review of a submitted application will occur unless the requisite fee is paid. After submitting your application an application fee will be determined and an invoice will be created (within 24 hours) and payable online or at city hall. Once payment has been received the review process will be initiated.

Once Your Invoice is Received, Click Here to Pay Your Application Fee on the BS&A Platform

You may submit the completed application form and any supplemental materials to:

Jonathon Hallberg | Deputy Director of Economic Development
City of Portage, Community Development Department
7900 S. Westnedge Ave., Portage, MI 49002
O (269) 329-4474, F (269) 324-0537
hallberj@portagemi.gov

Additional information about Brownfield Applications and the City of Portage Brownfield Authority process is available HERE.

B. Applicant Information

Date: 3/20/2025

Applicant (Organization/Firm): AVB, Inc.
Mailing Address: 4200 W Centre Street
Portge, MI 49024

Principal: Jack Gesmundo **Title:** Principal

Contact Person for Applicant: Jack Gesmundo **Title:** Principal
Contact Phone Number: 269.329.3634
Contact Email Address: jack@avbinc.com

Current Property Owner: American Village Development II LLC
Mailing Address: 4200 W Centre Street
Portage, MI 49024

Principal: Jack Gesmundo **Title:** Principal

Contact Person for Owner: Jack Gesmundo **Title:** Principal
Contact Phone Number: 269.329.3634
Contact Email Address: jack@avbinc.com

Project Architect/Engineer: Wightman
Mailing Address: 433 E Ransom St
Kalamazoo, MI 49007

Contact Person: Gary Hahn **Title:** Regional Manager
Contact Phone Number: 269.200.2700
Contact Email Address: ghahn@gowightman.com

Project Architect/Engineer: ______ (if more than one)
Mailing Address: ______

Contact Person: ______ **Title:** ______
Contact Phone Number: ______
Contact Email Address: ______

**Construction Project Manager/
General Contractor:** AVB, Inc.
Mailing Address: 4200 W Centre Street
Portage, MI 49024

Contact Person: John Bakos **Title:** VP of Residential Operation
Contact Phone Number: 269.329.3642
Contact Email Address: jbakos@avbinc.com

Property Management Firm: ____________________ (if applicable)
Mailing Address: ____________________

____

Contact Person: ____________________ Title: ____________________
Contact Phone Number: ____________________
Contact Email Address: ____________________

Please complete the Org Chart tab in this application document. ☐ Completed

C. Project Information

Project Name: McConley Cove
Project Address(es): 1075 Bacon Avenue
Portage, MI 49002

Parcel ID Number(s): 10-0027-150-B

Existing Acreage: 15.85 **Existing Building Square Footage:** 0

Project is a(n):
☑ Greenfield Construction ☐ Redevelopment ☐ Adaptive Re-Use/ Renovation

Project Summary: For mixed-use projects, include percentage of residential by square footage. For residential projects (or components of mixed-use), please share proposed method of certification and duration of affordability impact. Indicate if project will result in the subdivision of any present tax parcels and provide details. If more space is required, please create an **Attachment I** and share these details therein. Information should be consistent with and/or reference the details provided in proforma document.

The project involves preparing the 15.58-acre site for the development of 54 owner-occupied, for sale single-family homes. The developer anticipates building approximately 5 single family homes per year over 10 years, followed by 4 units in year 11. Construction is expected to start in 2025, with final unit construction in 2035. The main floor living area per homeis expected to be approximately 18,00-square feet. The Development Team has been through public meetings on this project, including Planning Commission meetings, City Council meetings, and 2 neighborhood engagement meetings. The cost to prepare the site suitable for residential development will cost approximately $3.8M, not including the cost of construction for the single-family homes. The land development cost would result in a per-lot cost that would drive new home costs above what the market would be willing to pay at this location. As a result, without the requested incentives, development of this site will not move forward. The scope of this application is defined to the site development costs and activities that the development entity of AVB will perform in preparation for home construction.

Projected Private Investment in Development / Redevelopment: $3,815,391

Future Number of Buildings: 54 **Total Future Square Footage:** ____________________

Status of Development Permits and Applications: (Indicate any rezoning applications, tentative plan applications, site plan applications, state and federal permitting that must be approved either prior to, or concurrent with, the Brownfield Redevelopment Incentive.)

The property is currently owned by the developer. Final preliminary condominium plan for McConley Cove Planned Development was approved by City Commission on 11/19/2024. Rezoning is not applicable on the project. Construction on site development activities is expected to start in Winter 2025. Home construction and obtaining building permits is expected to follow site development activities. Home construction activities are expected to be completed by 2035.

Status of Assessment Appeals: (Indicate if there are any assessments presently under appeal and the status of those appeals.)

Not applicable.

Qualifying Status of the Property: ☐ Facility ☐ Blighted ☐ Functionally Obsolete

Projected Number of Years of Local Tax Capture to Reimburse Eligible Expenses: 12

Summary of Rationale for Qualifying Status (provide documentation under separate cover if necessary)**:**

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 54 housing units on parcel #10-0027-150-B, thus this parcel is eligible property under Act 381.

Other incentives applicant intends to apply for: (Please include anticipated review/approval dates and amount of incentive proposed.)

Not applicable. The only other incentive that this project would be eligible for is a Neighborhood Enterprise Zone tax abatement from the City of Portage, which is not being requested on this project.

If applicant is not applying for other incentives, please state why the Brownfield Incentive Policy is the only assistance being sought for the project:

Not applicable.

Is the project located within a TIFA District? (i.e. Downtown Development Authority, LDFA, etc.)

Yes ☐ No ☑

If so, state the appropriate authority's current level of support and any official action taken by the authority related to the project with date:

Not applicable.

New and Retained Jobs

Include additional data in ATTACHMENT I if necessary.

Description	New # Full-Time	New # Part-Time	Retained # Full-Time	Retained # Part-Time	Avg. Annual Pay

Residential Unit Details (if relevant)

Submit an external document, or as part of ATTACHMENT I, if necessary.

Unit Type	Income/AMI Restrictions	# Units	Sq. Ft.	Rent or Sale Price

Describe method of annual income certification and duration of affordability impact.

Not applicable.

D. Investment Criteria

IMPORTANT - Refer to the City of Portage Brownfield Redevelopment Incentive Policy and indicate which of the investment criteria the project will meet:

Check all that Apply

Sustainable Development

LEED Silver (or higher) Certification ☐

Energy Star V3.2 (or higher) ☐

Equivalent Alternative (List) ☐

Housing Development Activities

Project includes "Housing Development Activities", as defined in Section 2(x) of the Brownfield Act, **and** provides income qualified housing ☐

Diversity of Housing Type

Provides a housing type (single-family attached, single-family detached, duplex, or multi-family) that is less than 20% of the existing housing type in a census block group, according to the most recent decennial census, **or** if the census data is more than five years old, according to the most recent American Community Survey data

Accessibility / Visitability

If both criteria are met, the applicant will receive two points

Provides a housing development where at least 10%+ of units meet/exceed ADA Accessibility Standards.

75%+ of units meet/exceed Visitability standards: a) no-step entry; b) barrier free parking, with ramps if needed; c) barrier free entry door; d) barrier free half-bath on first floor; e) electrical switches at reachable heights; f) accessible route through first floor living space.

Activation in Designated Sub-Areas of Portage

Master Plan Subarea

Sub-area District:

Stated Master Plan Goal Delivered:

City-Targeted Parcel

Property designated in Portage Forward Together 2045 Master Plan

Multimodal Transportation

Transit Passes for residents & employees for three years **AND** provide land/ improvements on-site

Proposed Number of Passes:

Improvement to be financed:

Contribution to Multi-Modal Fund

Amount:

Job Creation

20 FTE jobs/25% + increase in FTE jobs

Jobs

Avg. Pay (Annual)

Summary - Jobs Created (what kind of jobs, how many, etc.):

Mixed-Use Development

Includes housing and a mix of other commercial uses [ ]

Public Space Improvements

Based upon an approved City of Portage plan [ ]

Alternative Public Space Improvement [X]

Summary Information (in either case): walking paths and sidewalk connectivity in excess of what is required by site plan approvals.

Site Amenities (residential/mixed-use) Provides at least **two**:

Secured mail/package room		Clubhouse with social areas	
Furnished & landscaped terrace w/ outdoor kitchen or grill station		Walking/ biking path	
Multi-use seating area/ gazebo/ pavilion		Fitness Center	
Dedicated pet park		Sports courts	
Secured bicycle storage		Swimming pool	

Child Care Facilities

Includes State-licensed child daycare center per MCL 722.111(f)(iv) [ ]

Total Investment (If $15 million, qualifies for two investment criteria)

Will equate to a minimum taxable value of $10 million or more upon completion.		Will equate to a minimum taxable value of $15 million or more upon completion.	X

TOTAL INVESTMENT CRITERIA **3**

McCONLEY COVE

DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT, is made and entered into effective as of the latter of the signature dates below, by and among the City of Portage "Brownfield Redevelopment Authority" a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 7900 South Westnedge Avenue, Portage, Michigan 49024 (the "Authority") and AMERICAN VILLAGE DEVELOPMENT II, LLC, a Michigan Limited Liability Company, d.b.a. AVB ("Developer").

RECITALS

A. The Authority, and the City of Portage (the "City"), have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety, and welfare.
B. The City has established a Brownfield Redevelopment Authority and the Authority, and the City have adopted a Brownfield Plan specifically for this site (the "Plan"), pursuant to the provisions of Act 381.
C. The Authority and the City have designated certain properties that have conditions of environmental contamination, blight, or obsolescence as appropriate sites for creating a Plan.
D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment" or "Tax Increment Revenue or "TIR") to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and permits the reimbursement to Developer of "Eligible Costs" it has incurred.
E. Developer is the owner of a parcel in the City located at **1075 Bacon Avenue, Portage, Michigan, 49002** (the "Property") and legally described and depicted on the attached Exhibit A.
F. The Property has been included in the Plan and qualified as an "Eligible Property" under the terms of Act 381.
G. The Developer intends to redevelop and improve the Property by preparing the site as the McConley Cove subdivision in preparation for the development of 54 housing units by affiliate company, American Village Builders, LLC, ("Project"). The combined developments will result in a total of 54 market-rate for-sale housing units. The Developer will invest an estimated total capital investment of $3.8 million in the site preparation activities for the Project.
H. The Project will require the Developer to incur "Eligible Costs" including site preparation, infrastructure improvements, contingency costs, and brownfield plan-related consulting costs to satisfy obligations under the Developer's Brownfield Plan and "Act 381 Work Plan" dated May 23, 2025, all of which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals. The Developer's Eligible Costs are estimated at $3,138,206. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended and to set forth the Authority's commitments to the Project, and to establish the use of the Authority's Tax Increment Revenues to reimburse Developer for Developer's Act 381 Eligible Costs.
I. The Authority may retain funds to pay Administrative Costs from the annual Tax Increment Revenues attributable to the Property. The amount the Authority may retain shall not exceed the amounts permitted by Act 381.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct and are incorporated by reference into this Paragraph.

2. The Plan. The Plan, approved by the Authority and the Portage City Council, is attached as Exhibit B, and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. CONTINGENCIES: The obligation of the Developer to develop the Project on the Property is contingent upon the Developer's ability to secure the following:

> **3.1.** The Developer shall have obtained all necessary governmental and quasi-governmental approvals needed to develop the Property and permit the use of the Property for the Project, including, for example, and not limitation, a special use permit, site plan approvals, zoning variances and/or rezoning, building permits, and any and all other permits, consents and final approvals and authorizations necessary to develop, construct and utilize the Property for the Project. The Authority agrees to cooperate and utilize its best efforts to help Developer obtain any governmental approvals required to close the transaction contemplated by this Agreement.
>
> **3.2** Approval by Michigan State Housing Development Authority ("MSHDA") of the Act 381 Work Plan and other financial incentives needed by the Developer for the Project and The Plan approved by the Authority and City Council.

4. Term of Agreement. Pursuant to the Plan, the Authority shall capture and reimburse the Developer the amount of Tax Increment Revenues (TIR) generated from real and personal property taxes allowed by law on the Eligible Property and based upon the Developer's actual Eligible Costs. The capture of TIR and reimbursement of the Developer's Eligible Costs are anticipated to begin in **2027**, but the Project commencement and Completion Date could be delayed for up to 5 years after the approval of the Plan as permitted by Act 381, and will continue until the earlier of (hereinafter, the "End Date"):

> **4.1** Both the total reimbursement to the Authority of its Administrative Costs, and reimbursement to the Developer of the Developer's actual Eligible Costs for those Eligible Activities set forth in Paragraph 6, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount"), such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or
>
> **4.2** A total of **17** years from the beginning date of the capture of Tax Increment Revenues, with the final five years designated for the Local Fund only. If an affiliate company of the applicant with 80% or more identical shareholder interests does not construct single family homes on the property which demonstrate an overall taxable value growth of at least $10 million during the first 10 years of the TIF Capture Period, the term shall be reduced to a total of 15 years from the beginning date of the capture of Tax Increment Revenues, with the final five years designated for the Local Fund only.

The period during which the Developer is reimbursed under this Paragraph 4 shall be referred to as the "Reimbursement Term."

5. Evidence of Property Control. Prior to the execution of this Agreement, the Developer has provided to the Authority a copy of its fully executed deeds for each of the Parcel(s), verifying the Developer's obligation for payment of real property taxes at the Property.

6. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred and included in the Plan. It may include site preparation, and infrastructure improvements, which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals.

7. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer for its Eligible Costs from all available Tax Increment Revenues collected from the real and personal property taxes on the Property.

8. Reimbursement Process.

8.1 Cost Reimbursement Request. The Developer shall submit to the Authority the Eligible Costs incurred, including the dates of each Eligible Activity, a detailed description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, and other backup documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs" and, upon completion of the project, or if completed in phases, each Project phase, the date of Portage City Council acceptance of completed infrastructure (the "Completion Date(s)"). After the Developer has completed the Project or Project phase and, in no event, more than 12 months following the Completion Date(s), the Developer shall submit to the BRA the above documentation of the Eligible Costs incurred by the Developer for each Project. Failure to provide the above-noted information when due or within the time permitted by the Authority may result in foregone reimbursement to the Developer by the Authority for Eligible Costs that have not been requested within the time frame described above.

8.2 Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then the Developer shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall determine whether the submittals of incurred costs are Eligible Costs. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within fifteen (15) days of receipt of the determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the City or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

8.3 Reimbursement. After collecting each of the summer and winter taxes on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 8 to the extent that taxes have been captured and are available in that fiscal year. Under Act 381, the Authority shall collect one hundred percent (100%) of Tax Increment Revenues from the Project for the purpose of reimbursing the Authority for Administrative Costs and the Developer for Eligible Costs until fully reimbursed. If there are insufficient Tax Increment Revenues available in any given year to reimburse all the Authority's Administrative Costs and Developer's Eligible Costs, as such Administrative Costs and Eligible Costs are described in this Agreement and in the Plan, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. The

Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement until all the amounts for which submissions have been made have been fully paid to the Developer, subject to the limitations of Section H of the Recitals, or the repayment obligation expires, whichever occurs first. The Developer shall not be entitled to reimbursement under this Agreement unless all real and personal property taxes owed by the Developer have been timely and completely paid, including all penalties, interest, and other amounts due in relation thereto when due. For purposes of this Agreement, to be paid in a timely manner, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

8.4 Interest Accrual. If an affiliate company of the applicant with 80% or more identical shareholder interests builds single family homes on the property which demonstrate an overall taxable value growth of at least $15 million during the first 10 years of the TIF Capture Period, a simple-interest rate of three-and-one-half percent (3.5%) per annum ("Interest") on unreimbursed eligible activities shall become an Eligible Cost and shall accrue on all other approved Eligible Costs as described in the plan, in each case calculated from the date that the Authority approves the Developer's request(s) for reimbursement for pertinent Eligible Costs until such Eligible Costs are reimbursed in full, subject to the limitations set forth in this Agreement. For purposes of the preceding sentence, taxable value growth shall mean the combined total of the taxable values of each home for the full tax year following an initial certificate of occupancy is granted during the first 10 years of the TIF Capture Period and shall not include any inflationary growth in years following their construction. Interest shall be calculated at the end of each calendar year based on the total unreimbursed Eligible Costs outstanding at the time, other than accrued Interest. Principal amounts of the Eligible Costs shall be reimbursed to the Developer prior to Interest accruing thereon and Interest shall otherwise be treated in the same manner as other eligible expenses under Paragraph 8.3.

8.5 Maximum Reimbursement of Eligible Costs. The Developer's reimbursed Eligible Costs, inclusive of contingency, shall not exceed the lesser of $3,138,206, plus any Interest due under Paragraph 8.4 and available for Developer reimbursement under the terms of Section 4.

8.6 Method of Reimbursement. The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to and delivered by certified mail (or through electronic transfer if available through Developer) to:

AVD II, LLC
c/o Jack Gesmundo, Principal
4200 W. Centre St.
Portage, MI 49024

9. Adjustments. The parties acknowledge that adjustments regarding the amount of Tax Increment Revenue paid to the Developer may occur under any of the following circumstances:

9.1 Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court, as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all the City and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all the City's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

9.2 Property Tax Appeal: In the event the Developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels of property included in the Brownfield Plan, the Authority shall do the following:

a. The Authority shall remit Tax Increment Revenue (TIR) reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal.
b. Any Tax Increment Revenue that is collected shall be held in a separate account of the Authority until the pending appeal is adjudicated.
b. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings or will resume payments to Developer based upon the conclusion of such tax appeal pursuant to Section 8 of this Agreement.

9.3 Reduction of Property Assessments: If Developer successfully petitions the Michigan Tax Tribunal (Tribunal) to lower the assessments levied by the City against the Property for tax purposes, the provisions under Paragraph 8.3 may require a redetermination regarding the amount of TIR that would be captured over the remaining Reimbursement Term of this Agreement because of such lower assessments. If such amount is less than the actual amount of TIR that Authority has already paid to the Developer, Developer shall reimburse Authority the difference between the total amounts of adjusted TIR captured over the balance of the Reimbursement Term of this Agreement and the amount actually paid to Developer. The Developer indemnifies and shall fully reimburse the Authority for all Administrative Costs as defined within the Plan, expenses, or reductions in revenue from what was projected as tax increment capture because of the successful petition. Otherwise, any refund due to the Developer because of the lower assessments is limited only to the amount such refund exceeds the amount of TIR paid to Developer for those years covered by the Tribunal's order. The Developer shall fully reimburse the Authority within 30 days of notification from the Authority as to the amount due resulting from the reduction(s) in question.

10. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following (collectively the "Undertakings"):

10.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and construct the Project. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, war, acts of God, the COVID-19 pandemic or a future similar pandemic, failure to obtain governmental approvals, etc.) ("Force Majeure"), Developer shall commence construction of the Project within a commercially reasonable time after the date that Developer secures all necessary approvals, authorizations, permits and entitlements for the Project and otherwise satisfies all requirements of Developer's lenders or other financing parties for the Project, but in no case later than one-hundred-twenty (120) days after execution of this agreement (collectively, the "Approvals", and such date on which Developer is required to commence construction being the "Commencement Date"), and shall use commercially reasonable efforts to substantially complete the Project, defined as the date when Developer receives Portage City Council acceptance of all completed infrastructure, within thirty-six (36) months of the Commencement Date. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the

Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 8 hereof with respect to payments from Tax Increment Revenues.

10.2 Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The improvements to the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

10.3 Project Sign. Place on the Property during the Project a development sign provided by the Authority to promote the Project and the Authority's participation in it. The sign will be returned to the Authority upon completion of the Project.

10.4 Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

10.5 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, and square footage developed or rehabilitated concerning the Project.

10.6 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees under paragraph 4.1 or 8.3 hereof are not paid to the Authority from Tax Increment Revenues it receives under paragraph 4.1 or 8.3 hereof, the Developer shall reimburse the Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the Plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expense. The Developer shall reimburse the Authority for such expenses within 30 days from the date that the Authority sends an invoice and request for payment to the Developer, provided the Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from Tax Increment Revenues.

11. Responsibilities of the Authority. In consideration of the preceding commitments of the Developer the Authority further agrees to:

11.1 Cooperation. Cooperate and utilize its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

11.2 Reimbursement of Eligible Costs. The Authority shall extend to the Developer the benefits outlined in the Plan, subject to the provisions of Act 381 (Brownfield Redevelopment Financing Act of 1996 as amended). Those benefits include reimbursement for Eligible Activities from Authority Tax Increment Revenues as more fully set forth in Paragraph 8. These Eligible Cost activities may include, without limitation, site preparation (soil removal, grading, filling, etc.), parking facility and other infrastructure improvements, environmental assessment, due care obligations, or environmental response activities; and the services of various contractors, engineers, environmental consultants, attorneys, and other professionals retained regarding such activities, in each case to the extent included in the Plan. The Developer has undertaken discussion with the City regarding Eligible Activities that will be incurred by the Developer, and the Plan reflects those discussions. The Plan, as approved by the Authority and the City Council of the City of Portage as it relates only to the Property, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement violate or would cause any party to be in violation of Act 381, Act 381 controls. Reimbursement of financing gap subsidies shall be reviewed for approval annually and may commence once the Developer has satisfied a full year of WFH Unit assistance in accordance with this Agreement.

11.3 No official, board member, officer or employee of Authority or the City is personally liable to the Developer or its successor in interest upon a breach or default by Authority for any amount payable to the Developer or its successor or any obligation under this Agreement.

12. Developer's Representations, Warranties and Covenants. The Authority represents and warrants that it has the full authority to enter into and perform this Agreement in accordance with its terms, without breaching or defaulting on any obligation or commitment that it has to any third parties. The Developer hereby makes the following representations, warranties, and covenants:

12.1 Eligible Property. The Property is "eligible property" as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.

12.2 Eligible Costs. The Developer will only submit for reimbursement under Paragraph 8 hereof such costs that it has reasonably determined are reimbursable in connection with "Eligible Activities" within the meaning of Act 381.

12.3 Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

13. Events of Default. Each of the following shall constitute an event of default:

13.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

13.2 Developer's failure for reasons other than Force Majeure to observe or perform any covenant or agreement contained in this Agreement, or otherwise violates any term of this Agreement, and fails to perform such covenant or agreement or otherwise cure such violation within 45 days after written notice thereof shall have been given to the Developer by the Authority (subject to Developer's right to cure as provided in Section 14).

13.3 The Developer abandons or withdraws from the reuse and redevelopment of the Property or indicates its intention to do so.

13.4 The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes, to the extent taxes are owed by the Developer, as set forth herein.

13.5 Except as provided in Section 22 of this Agreement, any assignment of this Agreement or the rights or obligations hereunder by Developer, or transfer or other conveyance of the Property, other than to home buyers after construction, or transfer or other conveyance of more than fifty (50%) percent of the beneficial ownership interests or voting control of the Developer, in each case whether directly or indirectly, or if the Developer terminates its existence

13.6 Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; or the Developer denies that it is bound by this Agreement.

14. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days (or such additional time as specified in Section 13) after written notice of default from the Authority specifying the alleged default (or such additional time as may be reasonably necessary and authorized by the Authority Board Chair, or their proxy, to cure the default at issue, provided that the Developer has commenced such cure within the initial cure period described above and is proceeding in good faith to cure but not more than three (3) months), the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

(a) withhold or suspend reimbursement to the Developer for Eligible Costs from TIR until the Developer has cured that default to the satisfaction of the Authority. Any action by the Authority shall not under any circumstances extend the Reimbursement Term unless approved explicitly by the Authority. In the event, the Authority suspends or withholds reimbursement, and such default by the Developer related to such suspension or withholding of reimbursement is not cured within 12 months from the end of any applicable cure periods specified under this paragraph 14 or 13, the Authority may terminate this Agreement upon written notice to Developer.

(c) To secure any amount owed by the Developer to the Authority under this Paragraph, the Authority has the right to place a lien against the Property in the same manner as delinquent taxes, including the accrual of interest, penalties, and administrative expenses until the lien is fully satisfied.

(d) All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement, or if the Developer otherwise defaults prior to substantial completion of the Project, the Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise.

Following a default by the Developer or following expiration or termination of this Agreement for any reason, the Developer shall then be responsible for all subsequent Project costs, including Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

15. Authority Default and Developer Remedies. If the Authority in any material respect fails to perform or provide the Incentives in accordance with this agreement, and such undisputed failure continues for a period of thirty (30) days after written notice from Developer to the Authority specifying the alleged default (or such additional time as may be reasonably necessary to cure the default at issue provided that the Authority has commenced such cure within the initial thirty (30) days and are proceeding in good faith to cure but not more than three (3) months), the Developer shall have the option to exercise one or any combination of remedies under this Agreement or otherwise available at law or in equity, including without limitation:

a. To withhold or suspend the performance of all or any of the Undertakings.

b. To seek specific performance of the Authority under this Agreement.

c. To seek any other available remedies under the law.

16. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in the Act. If legislation is enacted in the future that alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

17. Freedom of Information Act. Developer stipulates that all petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or petitions and supporting documentation.

18. Plan Modification. The Plan and this Agreement may be modified by mutual agreement of the parties to the extent allowed under the Act and the City's applicable Brownfield Redevelopment Policy (as amended from time to time).

19. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, shall be deemed given when delivered, and shall be sent by personal delivery, overnight courier, or registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer:	AMERICAN VILLAGE DEVELOPMENT II, LLC c/o Jack Gesmundo, Principal 4200 W. Centre St. Portage, MI, 49024
With copy to:	Miller Johnson 100 W. Michigan Ave, Suite 200 Kalamazoo, MI 49007
If to the Authority:	City of Portage Brownfield Redevelopment Authority C/O Department of Community Development 7900 S. Westnedge Avenue Portage, Michigan 49002

20. Indemnification. Developer shall defend, indemnify and hold harmless the Authority and the City, and any of their respective past, present, and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement, and (ii) the Project.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

22. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors. The Developer may assign this Agreement to an entity owned or controlled by Developer, its principals, or Allen Edwin Homes or its principals, without the Authority's consent. However, the Developer must provide the Authority with written notice of any such assignment. For any other assignment the Developer shall obtain written consent from the Authority. Such written consent will not be unreasonably withheld, conditioned or delayed. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement

23. Waiver. No failure of either party to complain of any act or omission on the part of the other party, no matter how long this may continue, is considered a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

24. Authorization. Each of the parties represents and warrants to the other that the board of directors or other governing body of that party authorizes this Agreement and its execution by the individual on its behalf.

25. Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter. There are no other understandings or agreements between them.

26. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

27. Additional Actions. Developer and the Authority agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

28. Definitions. The following capitalized terms are used in this Agreement with the following meanings:

"**Administrative Costs**" means the Authority's out-of-pocket costs associated with the Project (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Project (including allocation of the fixed costs of the Authority staff.)

"**Brownfield Plan**" is defined by Section 2(e) of Act 381;

"**Due Care Activities**" is defined by Section 2(m) of Act 381;

"**Eligible Activities**" is defined by Section 2(o) of Act 381;

"**Eligible Property or Properties**" is defined by Section 2(p) Act 381;

"**Tax Increment Revenues**" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

[Signature Page Follows]

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

CITY OF PORTAGE BROWNFIELD
REDEVELOPMENT AUTHORITY

By________________________________

Print Name: Keith Lewandowski

Title: BRA Chairperson

Date________________________________

APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, THALL, SEEBER,
KAUFMAN & KOCHES, PC
Catherine Kaufman
By: CATHERINE P. KAUFMAN
Date: 6-17-2025

DEVELOPER
AMERICAN VILLAGE DEVELOPMENT II, LLC

By: ________________________________

PRINTED NAME:
Its:

Date: ________________________________

By: ________________________________

PRINTED NAME:
Its:

Date: ________________________________

EXHIBITS:

A (Legal Description of Property)

B (Copy of the Plan)

Exhibit A – Legal Descriptions

1075 Bacon Avenue   Parcel ID: 10-00027-150-B   15.85 Acres
Portage, MI 49002

Legal Description:
SEC 27 T3S R11W PART SE1/4 COM 660 FT N OF SW COR THEREOF N 1023 FT E 993.67 FT S 643 FT E 338 FT S 120 FT S89DEG 47'00"W 356.14 FT S62DEG 14'56"W 312.26 FT S74DEG 38'51"W 84.99 FT S15DEG 21'09"E 127.89 FT S89DEG 47'00"W 120 FT S00DEG 16'50"E 120 FT S89DEG 47'00"W 41 FT S00DEG 16'50"E 180 FT S89DEG 47'00"W 279 FT M/L TO PT 209.67 FT E OF N & S 1/4 LINE N 330 FT W 209.67 FT TO BEG EXC THAT PART PLATTED TO THE PINES NO. 2

Exhibit B – Copy of Brownfield Plan

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY

Tuesday, June 5, 2025

8:00 AM
Portage City Hall, Conference Room 1
7900 S. Westnedge Ave, Portage MI 49002

The City of Portage Brownfield Redevelopment Authority meeting of June 5, 2025, was called to order by Chair Lewandowski at 8:01 am.

In Attendance

Board: Chair Keith Lewandowski (yes), Vice Chair Eric Alburtus (8:18), Secretary/Treasurer William Lenehan (no), Todd Campbell (yes), Bradley Galin (yes), Karen Gallagher (yes), John Herberg (yes), Michelle Karpinski (yes).

Staff: Andrew Falkenberg, Deputy Assessor; Jonathon Hallberg, Deputy Director of Economic Development; Grant Taylor, Deputy Director of Treasury.

Guests: Joe Agostinelli, Michigan Growth Advisors; Gack Gesmundo, AVB; Josh Applegren, AVB.

Introductions
Introduction of Authority members, staff, and guests was conducted. The board also reviewed the agenda.

Approval of Minutes
Motion by Campbell, seconded by Herberg, to approve the BRA Meeting Minutes of April 8, 2025, as submitted.

Motion carried, 7-0.

Old Business – Lewandowski requested any updates on past projects. Hallberg mentioned the upcoming Ribbon Cutting for Tall Timbers by AVB, to be held on June 11, 2025. He apologized to the group for the late notice about, and thanked Herberg for attending, the Groundbreaking for Stanwood Crossings on April 29, 2025. He also reminded those present of Allen Edwin's Groundbreaking event at Oakland Commons, to be held June 12, 2025, and encouraged all to RSVP through the email sent out by Public Information.

New Business

1. City of Portage Act 381 Brownfield Plan Amendment #15 – "McConley Cove", 1075 Bacon Ave.

Hallberg summarized the contents of the memorandum pertaining to the AVD II, LLC, development project called "McConley Cove", the Act 381 Brownfield Plan, TIF Projections, and Draft Development & Reimbursement Agreement. He indicated that the project is the first "infrastructure only" application to be received by the board and that it is 100% market-rate housing to be built speculatively over an extended period. As with other recent MSHDA Housing TIF applications, the project has additional eligible expenses not typically seen in Brownfield applications, which are related to infrastructure on private property, such as landscaping and driveways.

Hallberg explained the development would result in 54 single family home sites and accompanying infrastructure, to be constructed by AVD II, LLC. Afterward, AVB, LLC, would build the homes based upon eight available floor plans and several option packages. Because of the build-to-suit nature of the project, buildout is expected to take between six and eight years. However, the applicant has shared a conservative ten-year buildout of five homes per year. While the applicant's project is for approximately $3.8 million, the affiliate project is anticipated to cost approximately $30 million.

Hallberg went through the Brownfield Plan step-by-step. He outlined the list of eligible expenses and how the TIF capture tables were based upon the affiliate company's development and the risk associated with their efforts, namely that market volatility can affect pricing and the homes will compete for a shrinking demographic of buyers who are paying $450,000 to $650,000 for a new home.

Hallberg also indicated that two of the three investment criteria points needed for consideration of simple interest as an eligible expense, and one of the points necessary to qualify for longer than 10 years of capture for eligible expenses, are dependent on AVB, LLC's activities, not those of the applicant, AVD II, LLC. The applicant and staff negotiated some provisions in the Development and Reimbursement Agreement to ensure compliance with the city's Brownfield Incentive Policy. The allowance of interest shall be contingent upon an affiliate company of AVD II, LLC, constructing all the homes within 10 years of the start of the TIF Capture period homes, and the combined taxable value increase of each home, at the time of certificate of occupancy issuance, must total $15 million, and exclude inflation in the taxable value for the years between completion and the end of the ten-year term. Furthermore, to qualify for more than ten years of TIF Capture for recovery of eligible expenses, the combined taxable value increase mentioned must total $10 million under the same requirements.

Galin asked when the TIF capture period would start exactly. Hallberg stated it starts when the developer submits for eligible expense reimbursement, which will be allowed as soon as Council formally accepts the infrastructure improvements but can be delayed for up to five years in order to ensure time for construction of units. He also shared that, because development sometimes occurs in phases, the applicant would be able to make separate submissions for eligible expenses even though the capture period had begun. However, recovery for the later submissions would have a limited time for completion.

At Herberg's request, Gesmundo shared the limits of the condominium association fees and that they generally go toward various landscaping elements along the main causeway and the cul-de-sacs, among other things. Karpinski asked who maintains the roads after they are built. Hallberg responded that these would become public roads, along with the sewer and water utilities. Gesmundo shared that some roads stay with the condo association in other developments due to some of the requirements of municipalities related to road widths etc.

Agostinelli shared that, because school debt millage is not an eligible tax capture fund, the development will result in new revenue to assist with school capital projects and per-pupil funding for schools. Gallagher indicated she liked the connectivity with the other neighborhoods. Albertus shared he saw the value of the special assessments that created walkability along Bacon Ave.

At Lewandowski's request, Gesmundo and Applegren shared some details about other projects AVB is currently pursuing.

Motion by Campbell, seconded by Gallagher, to approve the Act 381 Brownfield Plan and application by American Village Development II, LLC, for "McConley Cove", 1075 Bacon Avenue, to recommend Portage City Council approval of Brownfield Plan Amendment 15 by resolution at their next appropriate meeting, and to authorize the BRA Board Chair to finalize and execute a Development Agreement and Reimbursement Agreement in support of the Plan with provisions for allowance of interest conditioned upon 1) an affiliate company of AVD II, LLC, constructing all the homes within 10 years of the start of the TIF Capture period, 2) the combined taxable value increase of the homes, at the time of the full tax year following each certificate of occupancy issuance equaling a total of $15 million, excluding any inflation in the taxable value for the years between completion and the end of the ten-year term; and a provision to authorize the 12-year capture period for recovery of eligible expenses contingent on the combined taxable value increase of the homes, at the time of the full tax year following each certificate of occupancy issuance equaling a total of $10 million, excluding any inflation in the taxable value for the years between completion and the end of the ten-year term.
Motion carried, 7-0.

Staff Report – In the interest of time, the board agreed to forego the planned training on PA 90 and directed Hallberg to schedule a future meeting to accommodate the training.

Statements of Citizens: None.

Adjournment:

Motion by Herberg, seconded by Gallagher, to adjourn.
Motion carried, 7-0.

The meeting was adjourned at 8:57am.

Respectfully submitted,

Jonathon Hallberg
Deputy Director of Economic Development

CITY OF PORTAGE, KALAMAZOO COUNTY

RESOLUTION APPROVING AN AMENDED REDEVELOPMENT PLAN BY ADDING BROWNFIELD PLAN NO. 15 FOR THE CITY OF PORTAGE PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the City Council of Portage, Kalamazoo County, Michigan, held at the City Hall, City Chambers, 7900 South Westnedge Avenue, Portage MI, 49002 on the 8th day of July 2025, at 6:00 p.m.

PRESENT: ____

ABSENT: ____

Resolution offered by Councilmember: ____

Seconded by Councilmember: ____

WHEREAS, the City Council pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Portage (the "Authority") and has designated that all related activities shall proceed through the Authority; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, seeks approval by the City Council, of the Brownfield Plan (the "Plan") attached as Exhibit A hereto, to be carried out within the City of Portage, relating to the development of the property located at 1075 Bacon Avenue in the City of Portage, Kalamazoo County, Michigan (the "Site"), as more particularly described in Figure 1, the legal description and map of the eligible property contained within the attached plan; and

WHEREAS, the City Council has reviewed the Plan, and was provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the City Council has noticed and held a public hearing in accordance with Section 14 of the Act, and

WHEREAS, THE City Council makes the following determinations and findings:

1. The Amended Plan constitutes a public purpose under the Act;
2. The Amended Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing.
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and
6. The owner and/or developer of the property included in the Amended Plan shall finance all eligible activities under the Amended Plan and the Authority shall not issue any notes or bonds related to the Amended Plan.

WHEREAS, as a result of the review of the Amended Plan, the City Council concurs with the approval of the individual plan granting a TIF capture period of 17 years.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Amended Plan Approved**. Pursuant to the authority vested in the City Council, by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Amended Plan is hereby approved in the form attached as Exhibit A to this Resolution.
2. **Severability**. Should any section, clause, or phrase of this resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions of parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED :

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

STATE OF MICHIGAN)
)
CITY OF PORTAGE)

I, the undersigned, the fully qualified and acting Clerk of the City of Portage, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of Portage at a regular meeting held on this _____ day of _______ 2025, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this _____ day of ______ 2025.

____
Erica Eklov, City Clerk

Previously approved to form
April 5, 2024 by Attorney
Catherine Kaufman.

CITY COUNCIL AGENDA ITEM E.1.
JULY 8, 2025

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Stanwood Crossings Declaration of Easements and Protective Covenants

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Anita Johnson, Housing Resource Specialist
Jonathon Hallberg, Deputy Director of Economic Development

ACTION RECOMMENDED: Approve the Stanwood Crossings Declaration of Easements and Protective Covenants and direct the City Manager to execute all documents related to this action on behalf of the city

The City of Portage is constructing 42 single-family homes on 14 acres of city-owned land along Portage Road between Woodbine and Stanley Avenues, for a workforce housing development known as Stanwood Crossings. These homes will be sold to individuals with an income between 80% and 120% of the Area Median Income (AMI). This range of home buyers and type of home development is also known as "attainable" or "workforce" housing, as they are intended to provide homeownership opportunities for individuals who work in typical jobs in the Portage community. The land was purchased, and the project is being pursued to further the goals of the 2022 Attainable Housing Plan adopted by City Council. To preserve the affordability of Stanwood Crossings in perpetuity and future attainable and affordable housing, the city has established the Portage Community Land Trust (PCLT) as a Limited Liability Company. The Council approved the operating agreement on June 24, 2025.

A. Declaration of Easements and Protective Covenants
Under the Community Land Trust model, the city divides its property into individual parcels for home construction. The city sells each home to an income-qualified home buyer, while the corresponding parcel is deeded to the PCLT. With these two transactions, the PCLT and the home buyer sign a ground lease for the parcel. The Declaration of Easements and Protective Covenants outlines requirements that the PCLT must administer and enforce at Stanwood Crossings.

The Declaration contains design and maintenance standards, provisions for administering and overseeing permanent easements for potential future utility improvements, enforcement mechanisms available to the PCLT, and applicable definitions. This item has been discussed at two Council meetings, including at the Committee of the Whole meeting on June 24, 2025. This includes an added provision requested at the Committee of the Whole meeting to allow future residents of the subdivision a process to potentially change covenants in, and modifies and clarifies a number of provisions based on Council feedback.

Therefore, after due deliberation and review, it is recommended that the City Council approve the Stanwood Crossings Declaration of Easements and Protective Covenants, and direct the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: N/A

Attachments:
1. CLT convenants and easements revised version - clean
2. Revised Easement and Covenants CLT document MARKUP

STANWOOD CROSSINGS

DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS

STANWOOD CROSSINGS

DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS

The City of Portage, a Michigan municipal corporation, hereby establishes, declares and imposes the easements and protective covenants set forth herein in accordance with the following terms and conditions (hereafter the "Declaration").

Background

The City of Portage owns and the Portage Community Land Trust ("PCLT") is developing the land described in attached Exhibit "A" (hereafter the "Property"). Each individual parcel created on the Property (each, a "Parcel ") will be developed as single-family residence. Owners will purchase the improvements located on a Parcel and ground lease each Parcel's land from the PCLT. This Declaration was developed to preserve, protect and enhance the quality and aesthetics of Stanwood Crossings.

All Parcels are subject to this Declaration and all improvements, additions, and/or deletions on a Parcel including but not limited to the home, grading, landscaping, trees, natural vegetation, fencing, pools, play structures, etc., and any structure or improvements, colors or materials, alterations, additions, and modifications that are visible from any adjoining property, neighboring Parcels, roads, and other areas of the Property must be developed, used and maintained in accordance with this Declaration.

NOW, THEREFORE, the City of Portage desires to create certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of any or all of Stanwood Crossings, and it does hereby impose upon and subject the title, use, occupancy, and ownership of Stanwood Crossings, to the conditions, covenants, and restrictions hereinafter set forth. These conditions, covenants and restrictions shall be permanent and shall run with the land.

ARTICLE 1

Portage Community Land Trust LLC (PCLT)

The City of Portage appoints the PCLT as its Developer of the Property and ratifies and confirms the appointment of the Developer with respect to services rendered to date in planning Stanwood Crossings. The PCLT is hereby authorized to perform the duties set forth in this Declaration.

1.1 The PCLT shall interpret, enforce, and govern the use and development of Stanwood Crossings by this Declaration. The PCLT shall also interpret and enforce the provisions in the Ground Lease that each homebuyer in Stanwood Crossings will sign.

1.2 Function of the PCLT: Approvals granted by the PCLT will be in writing and signed by a Manager of PCLT. The PCLT shall have discretion to allow variations from any of the conditions, covenants and standards contained in this Declaration by written approval of its Member.

1.3 Submittals to the PCLT: Any requests for approval required by this Declaration must be submitted in writing to the Portage Community Land Trust regarding Stanwood Crossings, located at 7900 Westnedge Ave., Portage, MI 49002. Requests that are covered by the Ground Lease will be processed as provided in that document. All such requests for approval shall include sufficient information, as determined by the PCLT, to permit the PCLT to make an informed decision. By way of example, a request will typically require drawings and specifications of the proposed project as well as a construction schedule.

1.4. Response to Requests: The PCLT will respond to all properly submitted requests within 15 business days of receipt of all necessary documents, plans, and specifications. The PCLT shall have the right to extend its deliberation period by an additional fifteen (15) business days by notice to the applicant in writing. In the event the PCLT fails to approve or disapprove such plans within original or extended review period then approval will be deemed to have been granted, provided that the approved action must conform to all applicable codes and laws and must generally conform to the Stanwood Crossings design and construction. The PCLT may publish Standards from time to time, setting forth the criteria it will consider in making its decisions. If not addressed in published PCLT Standards, the approval or refusal by the PCLT to grant any of the approvals referred to herein may be based upon any ground including purely aesthetic considerations, which in the sole and unlimited discretion of the PCLT shall be sufficient. In this respect, the PCLT may consider conformity and harmony of design with existing structures, the habitat of the area and its orientation and aesthetic appeal as viewed from the street and neighboring Parcels.

ARTICLE 2

Design and Maintenance Standards

2.1 The general Design and Maintenance Standards that apply to each Parcel are as follows: **Each** Owner shall be responsible for the maintenance, repair and replacement of their Parcel, including without limitation, all residences, structures, improvements, grounds and landscaping erected, placed on or located within their Parcel. The visible exterior appearance of the residence, and all structures and improvements situated on the Parcel (including without limitation lawns, landscaping, walks, decks, patios and driveways), shall be subject to the terms of any PCLT approvals and reasonable maintenance standards. While it is intended that each Owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the residence and all other appurtenances and improvements constructed or otherwise located within their Parcel, the PCLT retains the right to remedy the situation if an Owner fails to properly maintain the exterior of their residence, or other portions of the Parcel, in a proper manner and in accordance with the foregoing standards. If an Owner fails to comply with the foregoing standards, or any of them, then the PCLT shall have the right, but not the obligation, to undertake such exterior maintenance or repair activities as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, landscape maintenance, tree trimming and other items deemed to keep Parcels in a neat and attractive condition).

Failure of the PCLT to take any such action shall not be deemed a waiver of the PCLT's right to take any such action at a future time. All costs incurred by the PCLT in performing any responsibilities that are required in the first instance to be borne by the Owner shall be charged to that Owner. A lien for nonpayment of any such charges shall attach to the Owner's Parcel and may be enforced by the use of all means available to the PCLT by law for the collection of regular assessments, including without limitation legal action, foreclosure of the lien securing payment, and the imposition of fines.

2.2 Specific Design Issues. The General Design and Maintenance Standards apply to all the following specific design issues, which are included to provide guidance and do not override or replace the General Design and Maintenance Standards.

a. All the Parcels in the Property shall be used only as single-family residences for use by Members of the Household. This section does not prohibit any home occupations permitted by City Code.

b. No other buildings shall be erected, built, placed, altered, or permitted to remain on any Parcel other than the one single-family dwelling not to exceed 2 $^1/_2$ stories in height and an attached or unattached garage, unless otherwise approved by PCLT.

c. No garage on any Parcel shall contain less than two stalls or more than three stalls and no more than one unattached garage shall be located on the Property, unless otherwise approved by PCLT.

d. All driveways on the Property must be constructed of asphalt or concrete, unless otherwise approved by PCLT. With the exception of front sidewalks in the public right of way, no concrete or asphalt drives or paths shall be installed within five feet of a side or rear lot line.

e. All plans and elevations for any structures or improvements that require municipal permits or inspections or which have footings, including but not limited to, fences, storage sheds, other outbuildings, decks, patios, playsets, swimming pools, and any other alteration of the building(s) on any Parcel shall first be presented to PCLT for written approval before commencement of any construction. Fences other than split rail, white vinyl picket or privacy, vinyl coated black chain link, or black aluminum shall not be considered for installation. Fences shall not be permitted in any front yards or in a streetside side yard of a corner lot.

f. All construction above grade line shall be of brick, brick veneer, stone, or wood, unless otherwise approved by PCLT. Vinyl siding shall be permitted.

g. The exterior of any structure or improvement being constructed on Parcel shall not remain incomplete for longer than eight months from the date on which construction of the improvement is commenced. All construction shall be diligently pursued to completion, and the completion shall occur before occupancy.

h. Any structure on a Parcel that is destroyed, in whole or in part, by fire, windstorm, or by any other cause must either be rebuilt or all debris removed, and the lot must be restored to a sightly condition with reasonable promptness.

i. No trailer, basement, tent, shack, garage, or other outbuilding erected at any time on the undeveloped property shall be used as a residence, either temporarily or permanently. No structure of a temporary character on a Parcel shall be used as a residence.

j. No commercial vehicles requiring a CDL to operate, including semitrailers (either trailer or tractors, or both),shall be permitted to be parked on a lot on the Property, except temporarily for pickup or delivery.

k. No trail bikes, dirt bikes, all-terrain vehicles, or snowmobiles may be operated on the Property.

l. No conduct or activity that is a nuisance as defined by a City of Portage ordinance or other applicable law shall be carried out on the Property.

m. No Parcel shall be used or maintained as a “dumping ground” for rubbish. Trash, garbage, or other waste shall not be kept on the lot except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

n. No animals shall be kept on any Parcel except animals permitted by City ordinance.

o. No exterior lighting is permitted that intrudes on any other Parcel owner’s reasonable enjoyment of that Parcel.

p. No exterior changes are permitted to any building on a Parcel without PCLT approval.

q. No mechanical work on any truck, car, boat, trailer, motorcycle, ATV, RV, or other motorized vehicle is permitted outside on any Parcel, road, sidewalk, yard, or common area, except as specifically permitted by City ordinance.

r. No Owner shall alter the postal box without the consent of the PCLT. The PCLT shall be responsible for the maintenance, repair and replacement of any damaged or defective components of the Postal Box assembly.

ARTICLE 3

EASEMENTS

.

3.1 There shall be permanent easements in favor of the City and the PCLT over each Parcel as may be reasonable for (*a*) the installation, maintenance and repair of all utility services furnished to the Stanwood Crossings; (*b*) for future drainage or other public purposes over the back 10 feet of the rear yard of each Parcel., and (c) for the installation, maintenance, repair and replacement of any rights-of-way, walkways, bicycle paths, nature trails, and similar improvements. Any of the foregoing easements may be conveyed by PCLT without the consent of any Owner, mortgagee or other person who now or hereafter shall have any interest in any Stanwood Crossings Parcel or Parcels. All of the Owners and mortgagees of Parcels and other persons now or hereafter interested in Stanwood Crossings from time to time shall be deemed to have unanimously consented to such grants of easements or dedications and any amendments of this Declaration to reflect the foregoing easements or transfers of title. All such interested persons irrevocably appoint PCLT as agent and attorney to execute such amendments to the Declaration and all other documents necessary to effectuate the foregoing.

Public utilities shall have access to the Parcels at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs to install, repair or maintain such services shall be the expense of the PCLT.

3.3 No Ownership Rights : The Owner of each Parcel subject to the privileges, rights and Easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipers, mains, valves, lines or other equipment or facilities placed on, in, over or under the Property.

ARTICLE 4

Definitions

The following terms as used in the Declaration, shall have the following meanings:

4.1 Declaration: Declaration shall mean and refer to this Declaration, together with any supplements or amendments thereto.

4.2 PCLT: PCLT shall collectively mean and refer to the Portage Community Land Trust LLC, a Michigan Limited Liability Company, together with its successors, legal representatives, grantees, and assigns.

4.3 Owner: Owner shall mean and refer to the record Owner, whether one or more persons or entities, of all or any part of a Parcel which is part of Stanwood Crossings.

4.4Stanwood Crossings: Shall mean and refer to all Parcels shown in the Site Plan for Stanwood Crossings for which these Declaration govern.

4.5 All capitalized terms used in this Declaration and not defined in it shall have the meaning defined in the Ground Lease entered into by an Owner, or in applicable statutes or ordinances.

Article 5
AMENDMENTS

This Declaration may be amended or rescinded as provided in this Article, as follows:

5.1 Timing of Amendments: Except as provided in 5.5 below, or for amendments required by applicable law, the Declaration may only be amended by homebuyer Parcel owners.

5.2 Required Percentage: Except as provided in 5.5 below, an amendment is adopted and will become part of this Declaration if it receives more than seventy-five percent (75%) of written votes cast by Qualified Voters.

5.3: Qualified Voters. Owner(s) of a Parcel shall designate in writing one voter for that Parcel.

5.4. PCLT Role: The PCLT shall approve the wording of the proposed Amendment, distribute the approved language, conduct balloting, certify the results of the voting, and arrange for the amendment and recording of this Declaration.

5.5 Limited Effect of Amendments.

5.5.1. No amendment shall apply to a Parcel unless the Qualified Voter for that Parcel voted in favor of the Amendment at the time the Amendment was first adopted.

5.5.2 No amendment shall have the effect invalidating a Parcel owner's action that was permitted at the time the action was taken.

5.5.3 No amendment that would have the effect of rescinding this Declaration shall be effective without the unanimous consent of the Parcel owners and the manager of the PCLT.

Article 6
REMEDIES

In order to enforce the Standards for the protection of Owners, remedies have been provided for enforcement of the Standards. If a person, firm, corporation or other entity violates or attempts to violate any provision of this Declaration, the Developer or any Parcel Owner, shall be entitled to the appropriate remedies, including but not limited to, those set forth below:

6.1 Suit for Damages: Civil proceedings may be instituted for recovery of damages against those violating or attempting to violate the Standards.

6.2 Injunctive Relief: Civil proceedings may be instituted against those violating or attempting to violate the Standards for the purpose of preventing or enjoining all or any such violations or attempted violations.

6.3 Remedies Cumulative: The remedies set forth in the Master Declaration shall be cumulative and not exclusive. If any other remedies are herein or hereafter provided, they shall be available.

6.4 Non-Waiver: The failure of Developer or Owners to enforce any Standard or any other obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to subsequent thereto.

6.4 Foreclosure: The Developer may bring an action at law against the Owner personally obligated to pay damages recoverable under the terms of this Declaration or file a lien in the same manner in which mortgages on real property may be foreclosed in Michigan. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees, which costs, shall be required to pay the Developer any assessments against the Parcel which become due during the period of foreclosure. The Developer shall have the right and power to bid at a foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent encumber, use and otherwise deal with the Parcel as Owner thereof. Any suit to recover money for unpaid expenses and assessment shall not be deemed to be a waiver of the lien. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by PCLT or its representative and recorded in the public records of Kalamazoo County, Michigan.

[Signatures appear on the following page]

The City of Portage has executed this Stanwood Crossings Declaration of Protective Covenants, Conditions and Restrictions on this ____ day of ____________, 2025.

CITY OF PORTAGE, a Michigan municipal corporation

By: ________________________________
Patricia M. Randall
Its: Mayor

State of Michigan)
)ss.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this by Patricia M. Randall ______________________ on behalf of the City of Portage on this ____ day of _________, 2025, a Michigan Municipal Corporation, on behalf of said Michigan Municipal Corporation.

____

Notary Public, State of Michigan, County of
My commission expires
Acting in the County of Kalamazoo

The PCLT hereby accepts its selection as Developer and agrees to enforce this Declaration.

PORTAGE COMMUNITY LAND TRUST LLC

By:______________________________
Its: Authorized Signer

State of Michigan)
)ss.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this ____ day of _________, 2025, , a Michigan Limited Liability Company, on behalf of said Limited Liability Company.

____
Notary Public, State of Michigan, County of
My commission expires
Acting in the County of Kalamazoo

Drafted by and when recorded
please return to:

Exhibit A
Stanwood Crossings

Legal Description of Property

STANWOOD CROSSINGS

DECLARATION OF
EASEMENTS AND PROTECTIVE COVENANTS

STANWOOD CROSSINGS

DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS

The City of Portage, a Michigan municipal corporation, hereby establishes, declares and imposes the easements and protective covenants set forth herein in accordance with the following terms and conditions (hereafter the "Declaration").

Background

The City of Portage owns and the Portage Community Land Trust ("PCLT") is developing the land described in attached Exhibit "A" (hereafter the "Property"). Each individual parcel created on the Property (each, a "Parcel") will be developed as single-family residence. Owners will purchase the improvements located on a Parcel and ground lease each Parcel's land from the PCLT. This Declaration was developed to preserve, protect and enhance the quality and aesthetics of Stanwood Crossings.

All Parcels are subject to this Declaration and all improvements, additions, and/or deletions on a Parcel including but not limited to the home, grading, landscaping, trees, natural vegetation, fencing, pools, play structures, etc., and any structure or improvements, colors or materials, alterations, additions, and modifications that are visible from any adjoining property, neighboring Parcels, roads, and other areas of the Property must be developed, used and maintained in accordance with this Declaration.

NOW, THEREFORE, the City of Portage desires to create certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of any or all of Stanwood Crossings, and it does hereby impose upon and subject the title, use, occupancy, and ownership of Stanwood Crossings, to the conditions, covenants, and restrictions hereinafter set forth. These conditions, covenants and restrictions shall be permanent and shall run with the land.

ARTICLE 1

Portage Community Land Trust LLC (PCLT)

The City of Portage appoints the PCLT as its Developer of the Property and ratifies and confirms the appointment of the Developer with respect to services rendered to date in planning Stanwood Crossings. The PCLT is hereby authorized to perform the duties set forth in this Declaration.

1.1 The PCLT shall interpret, enforce, and govern the use and development of Stanwood Crossings by this Declaration. The PCLT shall also interpret and enforce the provisions in the Ground Lease that each homebuyer in Stanwood Crossings will sign.

1.2 Function of the PCLT: Approvals granted by the PCLT will be in writing and signed by a Manager of PCLT. The PCLT shall have discretion to allow variations from any of the conditions, covenants and standards contained in this Declaration by written approval of its Member.

1.3 Submittals to the PCLT: Any requests for approval required by this Declaration must be submitted in writing to the Portage Community Land Trust regarding Stanwood Crossings, located at 7900 Westnedge Ave., Portage, MI 49002. Requests that are covered by the Ground Lease will be processed as provided in that document. All such requests for approval shall include sufficient information, as determined by the PCLT, to permit the PCLT to make an informed decision. By way of example, a request will typically require drawings and specifications of the proposed project as well as a construction schedule.

1.4. Response to Requests: The PCLT will respond to all properly submitted requests within 15 business days of receipt of all necessary documents, plans, and specifications. The PCLT shall have the right to extend its deliberation period by an additional fifteen (15) business days by notice to the applicant in writing. In the event the PCLT fails to approve or disapprove such plans within original or extended review period then approval will be deemed to have been granted, provided that the approved action must conform to all applicable codes and laws and must generally conform to the Stanwood Crossings design and construction. The PCLT may publish Standards from time to time, setting forth the criteria it will consider in making its decisions. If not addressed in published PCLT Standards, the approval or refusal by the PCLT to grant any of the approvals referred to herein may be based upon any ground including purely aesthetic considerations, which in the sole and unlimited discretion of the PCLT shall be sufficient. In this respect, the PCLT may consider conformity and harmony of design with existing structures, the habitat of the area and its orientation and aesthetic appeal as viewed from the street and neighboring Parcels.

ARTICLE 2

Design and Maintenance Standards

2.1 The general Design and Maintenance Standards that apply to each Parcel are as follows: **Each** Owner shall be responsible for the maintenance, repair and replacement of their Parcel, including without limitation, all residences, structures, improvements, grounds and landscaping erected, placed on or located within their Parcel. The visible exterior appearance of the residence, and all structures and improvements situated on the Parcel (including without limitation lawns, landscaping, walks, decks, patios and driveways), shall be subject to the terms of any PCLT approvals and reasonable maintenance standards. While it is intended that each Owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the residence and all other appurtenances and improvements constructed or otherwise located within their Parcel, the PCLT retains the right to remedy the situation if an Owner fails to properly maintain the exterior of their residence, or other portions of the Parcel, in a proper manner and in accordance with the foregoing standards. If an Owner fails to comply with the foregoing standards, or any of them, then the PCLT shall have the right, but not the obligation, to undertake such exterior maintenance or repair activities as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, landscape maintenance, tree trimming and other items deemed to keep Parcels in a neat and attractive condition).

Failure of the PCLT to take any such action shall not be deemed a waiver of the PCLT's right to take any such action at a future time. All costs incurred by the PCLT in performing any responsibilities that are required in the first instance to be borne by the Owner shall be charged to that Owner. A lien for nonpayment of any such charges shall attach to the Owner's Parcel and may be enforced by the use of all means available to the PCLT by law for the collection of regular assessments, including without limitation legal action, foreclosure of the lien securing payment, and the imposition of fines.

2.2 Specific Design Issues. The General Design and Maintenance Standards apply to all the following specific design issues, which are included to provide guidance and do not override or replace the General Design and Maintenance Standards.

a. All the Parcels in the Property shall be used only as single-family residences for use by Members of the H~~h~~ousehold. This section does not prohibit any home occupations permitted by City Code.

b. No other buildings shall be erected, built, placed, altered, or permitted to remain on any Parcel other than the one single-family dwelling not to exceed $2\ {}^{1}/_{2}$ stories in height and an attached or unattached garage, unless otherwise approved by PCLT.

c. No garage on any Parcel shall contain less than two stalls or more than three stalls and no more than one unattached garage shall be located on the Property, unless otherwise approved by PCLT.

d. All driveways on the Property must be constructed of asphalt or concrete, unless otherwise approved by PCLT. With the exception of front sidewalks in the public right of way, no concrete or asphalt drives or paths shall be installed within five feet of a side or rear lot line.

e. All plans and elevations for any structures or improvements that require municipal permits or inspections or which have footings, including but not limited to, fences, storage sheds, other outbuildings, decks, patios, playsets, swimming pools, and any other alteration of the building(s) on any Parcel shall first be presented to PCLT for written approval before commencement of any construction. Fences other than split rail, white vinyl picket or privacy, vinyl coated black chain link, or black aluminum shall not be considered for installation. Fences shall not be permitted in any front yards or in a streetside side yard of a corner lot.

f. All construction above grade line shall be of brick, brick veneer, stone, or wood, unless otherwise approved by PCLT. Vinyl siding shall be permitted.

~~g. All landscape plans for a Parcel shall be submitted to PCLT for approval. Certain plantings are recommended and are listed on attached Exhibit B.~~

~~h.~~g. The exterior of any structure or improvement being constructed on Parcel shall not remain incomplete for longer than eight months from the date on which construction of the improvement is commenced. All construction shall be diligently pursued to completion, and the completion shall occur before occupancy.

~~i.~~h. Any structure on a Parcel that is destroyed, in whole or in part, by fire, windstorm, or by any other cause must either be rebuilt or all debris removed, and the lot must be restored to a sightly condition with reasonable promptness.

~~j.~~i. No trailer, basement, tent, shack, garage, or other outbuilding erected at any time on the undeveloped property shall be used as a residence, either temporarily or permanently. No structure of a temporary character on a Parcel shall be used as a residence.

~~k.~~j. No commercial vehicles requiring a CDL to operate, including semitrailers (either trailer or tractors, or both)~~, or any larger trucks~~ shall be permitted to be parked on a lot on the Property, except temporarily for pickup or delivery.

~~l.~~k. No trail bikes, dirt bikes, all-terrain vehicles, or snowmobiles may be operated on the Property.

~~m.~~l. No conduct or activity that is a nuisance as defined by a City of Portage ordinance or other applicable law shall be carried out on the Property.

~~n.~~m. No Parcel shall be used or maintained as a "dumping ground" for rubbish. Trash, garbage, or other waste shall not be kept on the lot except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

~~o. No sign of any kind shall be displayed for public view on a Parcel, except one sign of not more than six square feet advertising a Parcel "for sale."~~

~~p.~~n. No animals shall be kept on any Parcel except animals permitted by City ordinance.

~~q.~~o. No exterior lighting is permitted that intrudes on any other Parcel owner's reasonable enjoyment of that Parcel.

~~r.~~p. No exterior changes are permitted to any building on a Parcel without PCLT approval.

~~s.~~q. No mechanical work on any truck, car, boat, trailer, motorcycle, ATV, RV, or other motorized vehicle is permitted outside on any Parcel, road, sidewalk, yard, or common area, except as specifically permitted by City ordinance.

~~t.~~r. No Owner shall alter the postal box without the consent of the PCLT. The PCLT shall be responsible for the maintenance, repair and replacement of any damaged or defective components of the Postal Box assembly.

ARTICLE 3

EASEMENTS

.

3.1 There shall be permanent easements in favor of the City and the PCLT over each Parcel as may be reasonable for (*a*) the installation, maintenance and repair of all utility services furnished to the Stanwood Crossings; (*b*) for future drainage or other public purposes over the back 10 feet of the rear yard of each Parcel., and (c) for the installation, maintenance, repair and replacement of any rights-of-way, walkways, bicycle paths, nature trails, and similar improvements. Any of the foregoing easements may be conveyed by PCLT without the consent of any Owner, mortgagee or other person who now or hereafter shall have any interest in any Stanwood Crossings Parcel or Parcels. All of the Owners and mortgagees of Parcels and other persons now or hereafter interested in Stanwood Crossings from time to time shall be deemed to have unanimously consented to such grants of easements or dedications and any amendments of this Declaration to reflect the foregoing easements or transfers of title. All such interested persons irrevocably appoint PCLT as agent and attorney to execute such amendments to the Declaration and all other documents necessary to effectuate the foregoing.

Public utilities shall have access to the Parcels at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs to install, repair or maintain such services shall be the expense of the PCLT.

3.3 No Ownership Rights : The Owner of each Parcel subject to the privileges, rights and Easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipers, mains, valves, lines or other equipment or facilities placed on, in, over or under the Property.

ARTICLE 4

Definitions

The following terms as used in the Declaration, shall have the following meanings:

4.1 Declaration: Declaration shall mean and refer to this Declaration, together with any supplements or amendments thereto.

4.2 PCLT: PCLT shall collectively mean and refer to the Portage Community Land Trust LLC, a Michigan Limited Liability Company, together with its successors, legal representatives, grantees, and assigns.

4.3 Owner: Owner shall mean and refer to the record Owner, whether one or more persons or entities, of all or any part of a Parcel which is part of Stanwood Crossings.

4.4 ~~4.4~~ **Stanwood Crossings:** Shall mean and refer to all Parcels shown in the Site Plan for Stanwood Crossings for which these Declaration govern.

4.5 All capitalized terms used in this Declaration and not defined in it shall have the meaning defined in the Ground Lease entered into by an Owner, or in applicable statutes or ordinances.

Article 5
AMENDMENTS

This Declaration may be amended or rescinded as provided in this Article, as follows:

5.1 Timing of Amendments: Except as provided in 5.5 below, or for amendments required by applicable law, the Declaration may only be amended by homebuyer Parcel owners.

5.2 Required Percentage: Except as provided in 5.5 below, an amendment is adopted and will become part of this Declaration if it receives more than seventy-five percent (75%) of written votes cast by Qualified Voters.

5.3: Qualified Voters. Owner(s) of a Parcel shall designate in writing one voter for that Parcel.

5.4. PCLT Role: The PCLT shall approve the wording of the proposed Amendment, distribute the approved language, conduct balloting, certify the results of the voting, and arrange for the amendment and recording of this Declaration.

5.5 Limited Effect of Amendments.

5.5.1. No amendment shall apply to a Parcel unless the Qualified Voter for that Parcel voted in favor of the Amendment at the time the Amendment was first adopted.

5.5.2 No amendment shall have the effect invalidating a Parcel owner's action that was permitted at the time the action was taken.

5.5.3 No amendment that would have the effect of rescinding this Declaration shall be effective without the unanimous consent of the Parcel owners and the manager of the PCLT.

Article 6
REMEDIES

In order to enforce the Standards for the protection of Owners, remedies have been provided for enforcement of the Standards. If a person, firm, corporation or other entity violates or attempts to violate any provision of this Declaration, the Developer or any Parcel Owner, shall be entitled to the appropriate remedies, including but not limited to, those set forth below:

6.1 Suit for Damages: Civil proceedings may be instituted for recovery of damages against those violating or attempting to violate the Standards.

6.2 Injunctive Relief: Civil proceedings may be instituted against those violating or attempting to violate the Standards for the purpose of preventing or enjoining all or any such violations or attempted violations.

6.3 Remedies Cumulative: The remedies set forth in the Master Declaration shall be cumulative and not exclusive. If any other remedies are herein or hereafter provided, they shall be available.

6.4 Non-Waiver: The failure of Developer or Owners to enforce any Standard or any other obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to subsequent thereto.

6.4 Foreclosure: The Developer may bring an action at law against the Owner personally obligated to pay damages recoverable under the terms of this Declaration or file a lien in the same manner in which mortgages on real property may be foreclosed in Michigan. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees, which costs, shall be required to pay the Developer any assessments against the Parcel which become due during the period of foreclosure. The Developer shall have the right and power to bid at a foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent encumber, use and otherwise deal with the Parcel as Owner thereof. Any suit to recover money for unpaid expenses and assessment shall not be deemed to be a waiver of the lien. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by PCLT or its representative and recorded in the public records of Kalamazoo County, Michigan.

[Signatures appear on the following page]

The City of Portage has executed this Stanwood Crossings Declaration of Protective Covenants, Conditions and Restrictions on this ____ day of ____________, 2025.

CITY OF PORTAGE, a Michigan municipal corporation

By: ________________________________
Patricia M. Randall
Its: Mayor

State of Michigan)
)ss.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this by Patricia M. Randall ______________________ on behalf of the City of Portage on this ____ day of _________, 2025, a Michigan Municipal Corporation, on behalf of said Michigan Municipal Corporation.

____
Notary Public, State of Michigan, County of
My commission expires
Acting in the County of Kalamazoo

The PCLT hereby accepts its selection as Developer and agrees to enforce this Declaration.

PORTAGE COMMUNITY LAND TRUST LLC

By:______________________________
Its: Authorized Signer

State of Michigan)
)ss.
County of Kalamazoo)

The foregoing instrument was acknowledged before me this ____ day of _________, 2025, , a Michigan Limited Liability Company, on behalf of said Limited Liability Company.

____
Notary Public, State of Michigan, County of
My commission expires
Acting in the County of Kalamazoo

Drafted by and when recorded
please return to:

Exhibit A
Stanwood Crossings

Legal Description of Property