

6:00 p.m. Call to Order.
Moment of Silence.
Pledge of Allegiance.
Roll Call.
Proclamations:
Petitions and Statements of Citizens (3 mins. per speaker).

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of September 9, 2025
2. Approve the Accounts Payable Register of September 23, 2025, as presented.
3. Award a contract in the amount of \$1,388,856.36 to Penchura, LLC, of Brighton, MI, for the purchase of three pavilion structures for the Portage Farmers Market; and authorize the City Manager to execute all documents related to this action on behalf of the city.
4. Authorize the purchase of .03 acres of 7941 South Westnedge Avenue, owned by Comerica Bank, for the amount of \$1, for use in the development of the Portage Farmers Market, and authorize the City Manager to execute all documents related to this action.
5. Adopt the Resolution to sell city property addressed as 9246 Portage Industrial Drive to Kalamazoo County for \$600,000, place the resolution on file for 28 days with the City Clerk, and take final action on October 21, 2025.
6. Award a contract in the amount of \$182,517 to Twin Lakes Nursery, Inc., for the purchase of trees, planting and maintenance services in Celery Flats and Lexington Green Parks funded by the IRA Urban and Community Forestry Program grant, and authorize the City Manager to execute all documents related to this action on behalf of the city.
7. Approve the purchase of Panasonic Toughbook computers, docking stations, and power supplies from Baycom in the amount of \$137,818.00, and authorize the City Manager to execute all necessary documents on behalf of the city.
8. Approve the agreement with Kalamazoo Neighborhood Housing Services for an Employer-Assisted Housing Program and authorize the City Manager to execute all documents related to this action on behalf of the city.
9. Schedule a Committee of the Whole Meeting for Tuesday, October 21, 2025, at 5:00 p.m. to review, discuss and potentially take action on a proposed agreement for the provision of an emergency management staff person to be shared evenly between the City of Portage and Kalamazoo County.
10. Approve the Preferred Developer Agreement with Dynasty Management LLC for a due diligence period of six months to redevelop 7716 South Westnedge Avenue as a mixed-use project and authorize the City Manager to execute all documents related to this action on behalf of the city.
11. Accept the Industrial Facilities Tax Exemption Certificate application from KalBlue Group, Inc. to transfer the existing tax abatement certificate from Depatie Fluid Power, LLC, at 5870 S. Sprinkle Road, Unit 1, and set the public hearing on the certificate for October 7, 2025.
12. Approve the City Wise Software LLC City Service & Licensing Agreement to establish a searchable database for renters to locate rental housing in the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.
13. Adopt the Revised Investment Policy.
14. Minutes of Boards & Commissions:

- a. Human Services Board of June 5, 2025
 - b. Environmental Board of August 13, 2025
 15. Materials Transmitted.
 16. Calendar of Meetings:
 - Historic District Commission: Wednesday, October 1 at 8:30 a.m. at the Portage District Library, 300 Library Lane
 - Park Board: Wednesday, October 1 at 6:30 p.m. at the Celery Flats Pavilion, 7335 Garden Lane
 - Human Services Board: Thursday, October 2 at 5:30 p.m. in Conference Room 1, Portage City Hall
 - Planning Commission: Thursday, October 2 at 7:00 p.m. in Council Chambers, Portage City Hall
 - Citizen Advisory Board Interviews: Tuesday, October 7 at 4:00 p.m. in Conference Room 1, Portage City Hall
 - B. Communications:
 1. Receive the communication from Mary Redmond dated September 8, 2025.
 - C. Public Hearings:
 1. Hold a public hearing and subsequently consider approving Rezoning Application No. 25/26-1 to rezone 4815 West Milham Avenue from B-2 Community Business District to B-3 General Business District.
 - D. Regular Business Agenda:
 - E. Unfinished Business:
 1. Accept for second reading and subsequently consider adopting the proposed ordinance amendment of Chapter 42 of the Code of Ordinances to enable the creation of Neighborhood Enterprise Zones (NEZ).
 - F. Council Committee Reports:
 - G. New Business:
 - H. Statements of City Council and City Manager.
- Adjournment.

ADDITIONAL INFORMATION

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City Council Agendas are posted on the Thursday before each regular Tuesday Council meeting. A "Final Agenda" will be posted by approximately 3 PM on the day of the regular Council meeting. Meeting minutes are posted once approved by the Council.

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at (269) 329-4400 or via e-mail at CityManager@portagemi.gov. Persons who wish to contact members of the City Council prior to the meeting to provide input about items on the meeting agenda may do so via email – each Councilmember's email can be found on this website: www.portagemi.gov/487/City-Council.

Agendas for the regular meetings of the Portage City Council are available on the Internet at: www.portagemi.gov. You may also use the QR Code below to access agendas and agenda packets.



QR Code to Access the Agenda & Agenda Packet

Use the camera on your phone or mobile device to scan the QR Code and then follow the instructions that appear on your screen.

The link will take you to <https://portagemi.portal.civicclerk.com/> where you can view the meeting agendas and agenda packets.

Portage City Council meetings are held twice a month on Tuesdays at 6:00 PM in City Council Chambers at Portage City Hall (7900 South Westnedge Avenue). Meetings are broadcast live on cable television on Charter channel 995, AT&T channel 99, and the Portage Cable Access Live Stream (<https://portagemi.cablecast.tv/CablecastPublicSite/?site=1>).

There is one opportunity for public comments during meetings. In-person comments can be made during this opportunity. To make a public comment remotely during the meeting, dial (844) 875-7777 and use access code 7577015. Then press *6 to enter the queue.

The Americans with Disabilities Act (the "ADA") requires public bodies to afford an individual with a disability a reasonable accommodation to participate in meetings subject to the Michigan Open Meetings Act. Please contact the Office of the City Clerk regarding accommodations at (269) 329-4511 or via e-mail at cityclerk@portagemi.gov.

CITY COUNCIL MEETING MINUTES FROM SEPTEMBER 9, 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 Development Officer Peter Dame, City Attorney Catherine Kaufman, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to celebrate the seniors of the Portage community. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS:

National Senior Center Month: Chair Linda Zoeller and Co-Chair Shirley Wahmoff read the proclamation for National Senior Center Month. At the invitation of the Mayor, Chair Zoeller provided a brief update on the current activities, programming, and membership statistics at the Portage Zhang Senior Center.

National Suicide Prevention Month: Frank Lewis, Crisis Program Manager at Gryphon Place, read the National Suicide Prevention Month Proclamation. Mr. Lewis noted he was one of two managers who administered the Gryphon Place suicide phone line locally, as well as participating in the national organization. He also highlighted the Gatekeeper Program for schools' and the annual suicide prevention walk on September 20th in downtown Kalamazoo. Mayor Pro Tem Pearson asked about the frequency of receiving call from outside Kalamazoo County. Mr. Lewis responded that it occurs often, noting that Gryphon Place also operates as an after-hours back-up as part of the national program partnership.

PETITIONS AND STATEMENTS OF CITIZENS:

1. Alan Loveridge (23965 88th Ave, Marcellus) provided suggestions for public sewer connections and advocated for problem solving through crowd sourcing.
2. Matt Longjohn (State Representative, 40th District) warned an impending state government shutdown was likely to start October 1 considering a failed budget agreement between the State House and the State Senate.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any would like an item removed from the Consent Agenda. Motion by Young, seconded by Miller, to approve the Consent Agenda as presented. Upon a roll call vote, motion carried 7 to 0.

Approval of Minutes: Motion by Young, seconded by Miller, to approve the City Council Minutes of the Regular Meeting of August 26, 2025; and the Special Meeting of August 27, 2025. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Young, seconded by Miller, to approve the Accounts Payable Register of September 9, 2025, as presented. Upon a roll call vote, motion carried 7 to 0.

PPCOA Bargaining Agreement: Motion by Young, seconded by Miller, to approve the Portage Police Command 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 on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Budget Amendment: Motion by Young, seconded by Miller, to approve a budget amendment to use \$1,356,350 in excess General Fund balance to fund a legal claims settlement, 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. Upon a roll call vote, motion carried 7 to 0.

Annual Tax Abatement and Job Summary Reports: Motion by Young, seconded by Miller, to receive the Annual 2025 Tax Abatement and Job Summary Reports as Information Only. Upon a roll call vote, motion carried 7 to 0.

Ordinance to Enable Creation of Neighborhood Enterprise Zones: Motion by Young, seconded by Miller, to accept for first reading a proposed ordinance amendment of Chapter 42 of the Code of Ordinances to enable the creation of Neighborhood Enterprise Zones (NEZ) and schedule a second reading and potential adoption for the September 23, 2025, City Council Meeting. Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards & Commissions: Motion by Young, seconded by Miller, to receive the minutes of the Senior Citizens Advisory Board Minutes of June 18, 2025. Upon a roll call vote, motion carried 7 to 0.

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

COMMUNICATIONS:

Senior Citizen Advisory Board Update: Mayor Randall introduced the item and noted that Chair Linda Zoeller and Co-Chair Shirley Wahmoff had presented the Board's annual update following their reading of the proclamation. Motion by Burns, seconded by Young, to receive the Annual Report Presentation from the Senior Citizens Advisory Board for the 2024/2025 Year. Upon a voice vote, motion carried 7 to 0.

City Investment Update: At the Mayor's invitation, Deputy Director of Revenue and Treasury, Grant Taylor, provided a brief presentation regarding the city's current investment strategies and steps taken to place the city in a healthy financial position. Following the presentation, Mayor Pro Tem Pearson asked why the city wasn't investing more in municipal bonds. Deputy Director Taylor responded, highlighting the need for conservative safety in all city investment.

Mayor Randall asked about the city's interest portfolios. City Manager McGinnis commented on the Treasury Department's new program which renegotiated how funds collected by Portage are dispersed to other taxing bodies. The renegotiations have allowed the city to keep the interest on a high-yield liquid investment account which has already generated \$1.23 million for the city while ensuring other taxing bodies receive a more regular cashflow.

Councilmember Miller asked about Finance Department evaluating investments, comparing it to recent poor investments made by the County treasurer. Deputy Director Taylor responded that a strong investment policy, such as the city's current one, would prevent for potential missteps that lead to poor investments.

Central County Transportation Authority Board - Portage Representative: Motion by Burns, seconded by Ledbetter, to confirm the re-appointment of Jim Pearson to the Central County Transportation Authority Board. Upon a voice vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Burns provided an update on the Central County Transportation Authority. He noted the Board had recently approved the 2026–27 fiscal year budget. Motion by Pearson, seconded by Miller, to receive the Council Committee Report as presented. Upon a voice vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Young noted the upcoming Portage Northern and Central high schools upcoming football game on October 10th and highlighted the Battle of the Bins food drive happening in the City Hall lobby. She then congratulated Kalamazoo Pediatrics on Mall Drive with October 2 ribbon cutting event and noted Central and Haverhill Elementary's new school buildings ribbon cutting ceremonies are coming up. She closed by letting the audience know she will be representing Portage at the upcoming Michigan Municipal League annual conference in Grand Rapids next week.

Councilmember Burns noted the annual PA 198 tax abatement reports included in the Consent Agenda, highlighting the partnerships with local employers and the jobs created with economic development incentives. He noted the high return on investment compared to the money spent per worker.

Councilmember Urban had no comment.

Councilmember Ledbetter encouraged the men in the audience to screen for prostate cancer and relayed free screenings currently offered by Bronson Healthcare in Kalamazoo and Battle Creek.

Councilmember Miller celebrated the opening of the Judy Acker Smith Memorial Garden at Lakeview Park. She also highlighted that the Portage Zhang Senior Center was accepting donations for the It's In the Bag sale, and the Parks and Recreation Holiday Bazaar on November 8 was currently accepting vendors. She closed by noting all Battle for the Bins Food Drive donations go to 12 Baskets.

City Manager McGinnis highlighted the new Parks and Recreation online reservation system. He also noted residents could submit fun tombstone decorations for the upcoming Monster Mash at Ramona Park on October 13.

Mayor Pro Tem Pearson had no comment.

Mayor Randall echoed Councilmember Young's comments regarding groundbreakings and ribbon cuttings, as well as all the parallel resources between the city and the schools. She then noted the 8th Annual City Hall Art Exhibition taking place on September 11, with the winner, Kathleen Mills' painting *Ophelia*, being on display for the whole year.

ADJOURNMENT: Mayor Randall adjourned the meeting at 6:50 PM.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Accounts Payable Register of September 23, 2025

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of September 23, 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, electronic payments and credit card payments. The attached Accounts Payable Register covers the period August 31, 2025, through September 13, 2025, and notes \$1,089,151.91 in automated clearing house payments, \$1,072,925.42 in paper checks, \$187,483.13 in auto-pay payments, \$25,708,543.90 in electronic payments, and \$24,294.58 in credit card payments (August), for a grand total of \$28,082,398.94. All purchases, including those made with credit cards, are reviewed and scrutinized by the Department of Finance prior to inclusion on the Accounts Payable Register.

FUNDING:

Attachments: 1. Accounts Payable Register of September 23, 2025

ACCOUNTS PAYABLE REGISTER
Check Dates From: 8/31/2025 to 9/13/2025

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Check Date	Check	Vendor Name	Description	Amount
Check Type: ACH Transaction				
09/05/2025	24841(A)	ANALYTICAL TESTING & CONSULTING	CDBG-LEAD PAINT TESTING	1,900.00
09/05/2025	24842(A)	BOGARD, SCOTT T	REIMB-NATL ASSOC PROF CANINE HANDLERS MEM	35.00
09/05/2025	24843(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,401.12
09/05/2025	24844(A)	SHELDON, ASHLEY ELIZABETH	PZSC DANCE INSTRUCTOR & RENTAL SPACE	525.00
09/05/2025	24845(A)	VANDERVEEN, BRADY	JURY DUTY MILEAGE PAYMENT	52.80
09/12/2025	24846(A)	13 COOKIES LLC	SNAP REIMBURSEMENT	26.00
09/12/2025	24847(A)	ABONMARCHE CONSULTANTS, INC	FARMERS MARKET A&E	16,836.00
09/12/2025	24848(A)	VOID		0.00
09/12/2025	24849(A)	AKERS WOOD PRODUCTS	TREE STUMP REMOVAL/DUMPING	250.00
09/12/2025	24850(A)	ALANIS, ARIANA	PER DIEM-LERMACON	119.00
09/12/2025	24851(A)	ALL AUTOMOTIVE EQUIPMENT, INC.	LIFT CYLINDER & MOTOR REPLACEMENT	5,220.00
09/12/2025	24852(A)	AMAZON.COM SALES, INC.	OFFICE SUPPLIES	64.68
09/12/2025	24853(A)	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES	424.87
09/12/2025	24854(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	250.00
09/12/2025	24855(A)	ASCENSION BORGESS HOSPITAL	MEDICAL SERVICES	520.00
09/12/2025	24856(A)	BASIC BENEFITS LLC	ACA FILING FEE	2,730.00
09/12/2025	24857(A)	BAUCKHAM, THALL, SEEBER, KAUFMAN	ATTORNEY FEES SEPTEMBER 2025	27,083.33
09/12/2025	24858(A)	BENNETT, THOMAS L	SNAP REIMBURSEMENT	18.00
09/12/2025	24859(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM EXTENSION	70,446.50
09/12/2025	24860(A)	BUSH, RYAN	PER DIEM-EVERY OFFICER A LEADER	70.00
09/12/2025	24861(A)	C D W GOVERNMENT, INC.	LENOVO THINKCENTER	766.62
09/12/2025	24862(A)	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00
09/12/2025	24863(A)	CARLETON EQUIPMENT CO.	MINI TRACK LOADER	33,594.72
09/12/2025	24864(A)	CHARTER COMMUNICATIONS	CABLE TV	217.19
09/12/2025	24865(A)	CIVICPLUS, LLC	WEBSITE REDESIGN PROJECT	9,652.74
09/12/2025	24866(A)	CLARKE, CHERYL	SNAP REIMBURSEMENT	29.00
09/12/2025	24867(A)	CODY, STEVEN B	MI NEIGH-HANDICAP BATHROOM ACCESS	15,925.00
09/12/2025	24868(A)	COLLIER, MICHAEL	REIMB EXPS-MACP CONF	117.90
09/12/2025	24869(A)	CONSOLIDATED ELECTRICAL DIST INC	REPAIR & MAINTENANCE SUPPLIES	94.55
09/12/2025	24870(A)	COX, ELISA ROSE	PZSC PERSONAL TRAINER	465.00
09/12/2025	24871(A)	DUNN, DEREK	PER DIEM-MFIS FALL CONFERENCE	185.00
09/12/2025	24872(A)	E J USA, INC.	NEW MANHOLE COVER	245.08
09/12/2025	24873(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARR	468.00

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Check Date	Check	Vendor Name	Description	Amount
09/12/2025	24874(A)	ENGINEERED PROTECTION SYSTEMS, INC.	INSTALL ACCESS CONTROL/LOCKS-HAYLOFT	3,082.24
09/12/2025	24875(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	TINK CLAW REPAIRS	450.00
09/12/2025	24876(A)	F D LAKE COMPANY	ANNUAL CHAIN INSPECTION	575.01
09/12/2025	24877(A)	FACE, GEORGE	PER DIEM-ART OF READING SMOKE	60.00
09/12/2025	24878(A)	FISHER, LACEY	PER DIEM-EVERY OFFICER A LEADER	70.00
09/12/2025	24879(A)	FULL CIRCLE FARM	REIMBURSEMENT FOR SNAP AND DUFB	61.00
09/12/2025	24880(A)	GABRIELLI, CARLIN	PER DIEM-SCHOOL OF POLICE STAFF & COMMAND	407.00
09/12/2025	24881(A)	GENUINE PARTS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	160.97
09/12/2025	24882(A)	GORDON WATER SYSTEMS	WATER SERVICES	28.64
09/12/2025	24883(A)	GRAINGER INC	BLDG REPAIR SUP, DRINKING FOUNTAIN FILTERS	2,826.85
09/12/2025	24884(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	360.00
09/12/2025	24885(A)	HOWMEDICA OSTEONICS CORP	FIRE OPERATING SUPPLIES	2,808.00
09/12/2025	24886(A)	HOYLE, CHRIS	MI NEIGH-AIR CONDITIONER REPL	5,610.00
09/12/2025	24887(A)	HURST MECHANICAL, INC.	HOT/COLD WATER SERVICE CALL	145.29
09/12/2025	24888(A)	INTEGRAL PARTNERS LLC	ENGINEERING SERVICES-MULT LOCS	9,073.20
09/12/2025	24889(A)	J & H OIL COMPANY	BULK FUEL DELIVERY	23,388.70
09/12/2025	24890(A)	J RANCK ELECTRIC, INC	POLES, MAST ARMS & ASSEMBLIES	98,325.00
09/12/2025	24891(A)	JB PRINTING	PZSC SEPT/OCT 25 NEWSLETTER	4,657.93
09/12/2025	24892(A)	JENSEN, GARY	PER DIEM-PIAM CONF	117.00
09/12/2025	24893(A)	KALAMAZOO PICKLEBALL	PZSC PICKLEBALL CLINIC	60.00
09/12/2025	24894(A)	KEHOE, EDWARD J	PZSC TAI CHI & QIGONG INSTRUCTOR	245.00
09/12/2025	24895(A)	KIMBLE, BENJAMIN	PER DIEM-EVIDENCE TECH SCHOOL LEVEL 1 & 2	680.00
09/12/2025	24896(A)	KURZAVA, MATTHEW STEPHEN	PZSC TAI CHI INSTRUCTOR	270.00
09/12/2025	24897(A)	KUSHNER & COMPANY, INC.	COBRA AND FSA ADMINISTRATION	253.72
09/12/2025	24898(A)	LAWSON PRODUCTS, INC	REPAIR & MAINTENANCE SUPPLIES	655.82
09/12/2025	24899(A)	MARTIN SPRING & DRIVE, INC.	REAR END SUSPENSION RE-BUILD	5,730.47
09/12/2025	24900(A)	MATTAWAN MUSHROOM CO	REIMBURSEMENT FOR SNAP AND DUFB	156.00
09/12/2025	24901(A)	MEJEUR ELECTRIC LLC	HAYLOFT LIGHTING DIMMER REPAIR	108.00
09/12/2025	24902(A)	METRONET HOLDINGS LLC	INTERNET FIBER, CABLE ACCESS, PHONE SVC	4,396.00
09/12/2025	24903(A)	MINNIEAR, HARRY E	PZSC GUITAR INSTRUCTOR	210.00
09/12/2025	24904(A)	NYE UNIFORM CO	MISC UNIFORMS	824.00
09/12/2025	24905(A)	O'BOYLE-COLWELL-BLALOCK & AS.	ENGINEERING SVCS-MULT LOCS	3,115.00
09/12/2025	24906(A)	O'REILLY AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES	126.08
09/12/2025	24907(A)	OFF THE CUFF CATERING	PZSC VETERANS LUNCH	1,305.00

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09/12/2025	24908(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES	3,981.72
09/12/2025	24909(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	5,072.49
09/12/2025	24910(A)	PECKELS, CHRISTINE	PZSC YOGA INSTRUCTOR	720.00
09/12/2025	24911(A)	PERCEPTIVE CONTROLS, INC.	FLOW METER REPLACEMENT	3,842.05
09/12/2025	24912(A)	PLASKO, PATRICIA MARIE	PZSC INSTRUCTOR BE MOVED, YOGA BONES	380.00
09/12/2025	24913(A)	PLAYFORD, LOUIE	REIMB-FIRE VEHICLE MAINTENANCE	29.96
09/12/2025	24914(A)	POULIOT, GRETCHEN I	PZSC ZUMBA EVENING INSTRUCTOR	400.00
09/12/2025	24915(A)	PRECISION PRINTER SERVICES INC	PRINTER SUPPORT SERVICES	259.95
09/12/2025	24916(A)	PRINTING SERVICES INC	PRINTING SERVICES	9,580.88
09/12/2025	24917(A)	QUADRANT II MARKETING, LLC	PZSC JULY/AUGUST NEWSLETTER 25	3,210.00
09/12/2025	24918(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES FOR CITY FACILITIES	1,694.23
09/12/2025	24919(A)	RIETH-RILEY CONSTRUCTION CO., INC	SOUTH WESTNEDGE RECONSTRUCTION PROJ	494,414.35
09/12/2025	24920(A)	SAFETY COMPANY, LLC	GUTTER BROOMS FOR GLOBAL SWEEPERS	1,462.60
09/12/2025	24921(A)	SEVERANCE ELECTRIC COMPANY, INC	PED & ADA SIGNAL UPDATES, TRAFFIC SIGNAL MAINT	56,848.63
09/12/2025	24922(A)	SMART SOURCE, LLC	PRINTING SERVICES	59.97
09/12/2025	24923(A)	SMITH GARSON, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
09/12/2025	24924(A)	SNELL, DEBRA	PZSC FITNESS BODY REBOUND & LINE DANCING	390.00
09/12/2025	24925(A)	STOUT, MELISSA JOY	PZSC CHAIR YOGA & BARRE INSTRUCTOR	250.00
09/12/2025	24926(A)	SUNBELT RENTALS, INC.	AIR CONDITIONER & DEHUMIDIFIER RENTAL	5,759.91
09/12/2025	24927(A)	TANNER, STEVE	PER DIEM-MFIS FALL CONFERENCE	185.00
09/12/2025	24928(A)	TEAM SUPPORT SERVICES, LLC	ACCOUNT CLOSURE	12,756.00
09/12/2025	24929(A)	TMK WORLDWIDE, LLC	METER SERVICE	381.31
09/12/2025	24930(A)	TRIFECTA NETWORKS, LLC	MECHANICS DESKTOPS	714.49
09/12/2025	24931(A)	UNITED PARCEL SERVICE	UPS WEEKLY	538.90
09/12/2025	24932(A)	VEOLIA WATER CONTRACT OPERATIONS	WATER SYSTEM CHEMICALS	17,490.72
09/12/2025	24933(A)	WADE, CALLIE	PER DIEM-LERMACON	119.00
09/12/2025	24934(A)	WAYNE COUNTY APPRAISAL LLC	ASSESSING SERVICES	42,969.25
09/12/2025	24935(A)	WEST MICHIGAN STAMP & SEAL, INC	NOTARY STAMPS & CRIMPERS	129.00
09/12/2025	24936(A)	WHITE, MICHAEL	UNDERCOATING/FRAME RESTORATION	3,294.50
09/12/2025	24937(A)	WIGHTMAN	ENG SVCS-PORTAGE RD/LAKE CENTER CORRIDOR	50,461.98
09/12/2025	24938(A)	WOLF, SARAH	PER DIEM-EVIDENCE TECH TRAINING	680.00
Total ACH				1,089,151.91

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Check Date	Check	Vendor Name	Description	Amount
Check Type: Paper				
09/12/2025	331657	12TH DISTRICT COURT	OUT OF COUNTY BOND	500.00
09/12/2025	331658	A BETTER WAY TREE CARE LLC	TREE REMOVAL SERVICES	7,600.00
09/12/2025	331659	A-1 CLIMBERS TREE SERVICE LLC	STUMP REMOVAL	300.00
09/12/2025	331660	ADP SCREENING & SELECTION SERVICES	BACKGROUND SERVICES	229.89
09/12/2025	331661	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	4,448.00
09/12/2025	331662	ALLIED MECHANICAL SERVICE	HVAC SERVICES-MULT LOCS	10,173.16
09/12/2025	331663	ANDREWS, TIM	FALL FEST-TRACTOR RIDES, ANTIQUE ENGINE ICE CREAM	900.00
09/12/2025	331664	ARROWHEAD SCIENTIFIC, INC.	MISC EVIDENCE SUPPLIES	371.44
09/12/2025	331665	AUSTIN, LORRAINE	SCHRIER BLD DEPOSIT REFUND	150.00
09/12/2025	331666	BAILEY'S MEATS	SNAP REIMBURSEMENT	89.00
09/12/2025	331667	BAY AREA TOUCHLESS CARWASH LLC	CAR WASHES	2,438.00
09/12/2025	331668	BEACON ATHLETICS	BALL FEILDS - INFIELD MAT DRAG	687.00
09/12/2025	331669	BELDEN BRICK AND SUPPLY	STONE VENEER, COLUMN CAPS-LAKEVIEW	1,995.43
09/12/2025	331670	BLOOM SLUGGETT, PC	GOURDNECK LAKE ACCESS ANALYSIS	168.00
09/12/2025	331671	BRIGHAM, LORRAINE	RAMONA PICKLEBALL DEPOSIT REFUND	100.00
09/12/2025	331672	BRISTOL, SALLY	PZSC PROGRAM REPAYMENT	20.00
09/12/2025	331673	BROWN, GREG	WHEEL ALIGNMENT	85.00
09/12/2025	331674	BROWN, JULIA	FALL FEST POTTERY DEMONSTRATION	200.00
09/12/2025	331675	BROWN, SOPHIE	FARMERS MARKET MUSIC PERFORMANCE	100.00
09/12/2025	331676	C-COMM OF KALAMAZOO, INC.	MISC RADIO REPAIRS	835.00
09/12/2025	331677	CAMPBELL, BOB	PZSC TRIP DEPT REFUND	180.00
09/12/2025	331678	CAPPS, ELAINE	RAMONA PAVILION FEES REFUND	110.00
09/12/2025	331679	CHAMBERLIN, JOSEPH J.	FARMERS MARKET MUSIC PERFORMANCE	100.00
09/12/2025	331680	CHAPIN SERVICES, LLC	TREE TRIMMING & REMOVAL SVCS	24,350.00
09/12/2025	331681	CHICAGO TITLE	REFUND PAID FINAL WATER BILL	72.26
09/12/2025	331682	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	504,651.11
09/12/2025	331683	CITY OF PORTAGE	WATER/SEWER CHARGES	177.05
09/12/2025	331684	CONSUMERS ENERGY	ENERGY CHARGES 9345 PORTAGE RD	134.53
09/12/2025	331685	COP COLLISIONRIGHT HOLDINGS, INC	AUTOBODY INSPECTION	535.71
09/12/2025	331686	D.L. GALLIVAN OFFICE SOLUTIONS, LLC	COPY MACHINE USAGE CHARGES	147.19
09/12/2025	331687	DAVIS, DANNY	SCHRIER BLD DEPOSIT REFUND	150.00
09/12/2025	331688	DELISLE, ED	SURTRACK POWER TILT DECKOVER TRAILER	8,737.50
09/12/2025	331689	DEVON TITLE AGENCY	REFUND PAID FINAL WATER BILL	87.72

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09/12/2025	331690	DORRANCE FORD INC	FIRE VEHICLE MAINTENANCE	426.53
09/12/2025	331691	ELLIS, STEVEN RICHARD	PZSC PRESENTER	100.00
09/12/2025	331692	EMERGENCY VEHICLE PRODUCTS	FIRE VEHICLE MAINTENANCE	6,471.51
09/12/2025	331693	EVENT PRODUCTION SERVICES OF MI LLC	FRIDAY-AT-THE-FLATS AUGUST SOUND	3,025.00
09/12/2025	331694	FADER EQUIPMENT, INC.	RECOIL SCREWS	20.00
09/12/2025	331695	FIDELITY NATIONAL TITLE INS CO	REFUND OVER PMT 2025 TAX	684.92
09/12/2025	331696	FIRST AMERICAN TITLE INSURANCE CO.	INFORMATION TITLE	750.00
09/12/2025	331697	FLEIS & VANDENBRINK ENGINEERING	SEAWALL INSPECTION - WEST LAKE OVERLOOK	4,905.00
09/12/2025	331698	FLETCHER ENTERPRISES	PARKS HQ - PAINT GARAGE	4,200.00
09/12/2025	331699	GARDEN SPOT GREENHOUSE, LLC	FALL FEST - MUMS FOR DECOR	96.00
09/12/2025	331700	GARY S. ROBERTS BUILDING, LLC	BD PAYMENT REFUND	1,250.00
09/12/2025	331701	GORDON FOOD SERVICE	RAMONA CONCESSION SUP, PZSC OP SUP	595.53
09/12/2025	331702	GROTHAUSE, DAVID	SNAP REIMBURSEMENT	16.00
09/12/2025	331703	H J DEATON & SON INC.	STONE DUST FOR SOFTBALL FIELDS	3,796.57
09/12/2025	331704	HALLAHAN & ASSOCIATES, P.C.	ASSESSING LEGAL SERVICES	495.84
09/12/2025	331705	HOME DEPOT	REPAIR & MAINTENANCE SUPPLIES	3,647.47
09/12/2025	331706	VOID		0.00
09/12/2025	331707	IA AMERICAN INVESTCO, INC	UNDERCOATING - SENIOR CENTER BUSES	1,000.00
09/12/2025	331708	J & J LOCKSMITHS	RAMONA-BROKEN LOCK REPAIR	100.00
09/12/2025	331709	J J KELLER & ASSOCIATES, INC.	EMPLOYMENT POSTERS	175.72
09/12/2025	331710	J P CONCRETE PUMPING	CONCRETE PUMPING	780.00
09/12/2025	331711	JOZWIK, HEATHER	PER DIEM-MFIS FALL CONFERENCE	185.00
09/12/2025	331712	JULIEN, WAYNE F.	CITY LOGO EMBROIDERY	250.00
09/12/2025	331713	JUSTICE FENCE COMPANY	GATE REPAIR	360.00
09/12/2025	331714	KALAMAZOO LOG CABIN QUILTERS	FALL FEST QUILTING DEMONSTRATIONS	200.00
09/12/2025	331715	KALAMAZOO VALLEY COMMUNITY COL	PZSC COOKING CLASS OFFSITE	375.00
09/12/2025	331716	KEENAN, CHRIS	RAMONA SOCCER FEES REFUND	240.00
09/12/2025	331717	KINNISON, MOLLY	GRAIN ELEVATOR DEPOSIT REFUND	150.00
09/12/2025	331718	KIRKENDALL, RENEE	SCHRIER BLD DEPOSIT REFUND	150.00
09/12/2025	331719	KZOO TIRE COMPANY	VEHICLE REPAIR/MAINTENANCE	2,090.16
09/12/2025	331720	LERETA LLC	2025 SUMMER TAX REFUND DUE TO PRE CHANGE	10,127.32
09/12/2025	331721	LYNCH, JORDAN MICHAEL	ARBORIST SERVICES	2,800.00
09/12/2025	331722	LYSTER EXTERIORS	CDBG-REPLACE GARAGE & HOUSING ROOFING	17,000.00
09/12/2025	331723	MASKO, BRANDI	PZSC PROGRAM REPAYMENT	285.58

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09/12/2025	331724	MASON, PATRICIA	PZSC TRIP DEPT REFUND 25.09.21	100.00
09/12/2025	331725	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	556.50
09/12/2025	331726	MDSA	PZSC MDSA FALL CONFERENCE REG	100.00
09/12/2025	331727	MENARDS	WATER SOFTENER SALT	2,496.39
09/12/2025	331728	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	4,040.95
09/12/2025	331729	MILLER ROAD TRANSFER STATION	DEBRIS HAULING	430.67
09/12/2025	331730	MLIVE MEDIA GROUP	AFFIDAVIT & LEGAL NOTICES	1,141.90
09/12/2025	331731	MORI, THERESA	PZSC PROGRAM REPAYMENT BARRE PILATES	70.00
09/12/2025	331732	MPARKS	PZSC TRIP GRAND HOTEL FALL 2025	45,255.00
09/12/2025	331733	NATIONS TITLE OF MICHIGAN	REFUND PAID FINAL WATER BILL	115.84
09/12/2025	331734	NGUYEN, AUTUMN	PZSC RENTAL SECURITY DEPOSIT 9.7.25	250.00
09/12/2025	331735	NONDORF, JENNY	GRAIN ELEVATOR DEPOSIT REFUND	150.00
09/12/2025	331736	OFFICE DEPOT, INC.	OFFICE SUPPLIES	306.24
09/12/2025	331737	OPEN ROADS BIKE PROGRAM	EARN A BIKE SUMMER 2025	1,650.00
09/12/2025	331738	ORLOWSKI, FELICIA	PZSC TRIP DEPARTMENT REFUND 25.09.17	30.00
09/12/2025	331739	PCW DESIGN BUILD	BD BOND REFUND	930.00
09/12/2025	331740	PEDAL BICYCLES	RANGER BIKE REPAIR	48.00
09/12/2025	331741	PERECH, MARGARET	PZSC PROGRAM REPAYMENT	45.00
09/12/2025	331742	PETERMAN CONCRETE CO.	SIDEWALK REPLACEMENT	3,145.86
09/12/2025	331743	PIPELINE MANAGEMENT COMPANY, LLC	SANITARY SEWER TRUNK PIPELINE-MULT LOCS	96,817.24
09/12/2025	331744	RAFACZ, JOE	FALL FEST ROPE MAKING & BLACKSMITH DEMON	400.00
09/12/2025	331745	RATH, JOHN R.	FALL FEST GLASS BLOWING DEMO	300.00
09/12/2025	331746	RATHCO SAFETY SUPPLY, INC.	MOBILE MESSAGE BOARDS - SCHOOL STARTING	4,981.65
09/12/2025	331747	RENOVATION CHURCH	RAMONA PARKING VOUCHERS REFUND	75.00
09/12/2025	331748	RESTORATIVE LAKE SCIENCES, LLC	WEST LAKE WEED MANAGEMENT PROGRAM	2,000.00
09/12/2025	331749	ROSE, ARCHIE L.	FALL FEST LAVENDAR DEMONSTRATIONS	200.00
09/12/2025	331750	ROSS, CHRIS	FALL FEST MUSICIAN FOR PAVILION	300.00
09/12/2025	331751	SCHOFIELD, IAN A.	CITY VINYL LOGOS	160.00
09/12/2025	331752	SCHULTZ, KYLIE	PZSC BARRE INSTRUCTOR	60.00
09/12/2025	331753	SHANE MOHNEY MEMORIAL TOURNAMENT	SWP TOURNAMENT DEPOSIT REFUND	100.00
09/12/2025	331754	SHERWIN WILLIAMS	PAINT FOR CITY BUILDINGS	28.45
09/12/2025	331755	SHI INTERNATIONAL CORP.	VARONIS RENEWAL	24,921.96
09/12/2025	331756	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR SUPPLIES	1,589.80
09/12/2025	331757	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	276.00

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09/12/2025	331758	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION	60.00
09/12/2025	331759	STATE OF MICHIGAN (DOT)	W MILHAM AVE/12TH ST - CONSTRUCTION	141,261.40
09/12/2025	331760	STATE OF MICHIGAN (EGLE)	CASH BOND FOR COMPOST FACILITY	20,000.00
09/12/2025	331761	STATE SYSTEMS RADIO, INC	ANTENNA INSTALL, RADIO SVC FEE	3,077.00
09/12/2025	331762	STEENSMA LAWN & POWER EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES	55.09
09/12/2025	331763	STEK, STANLEY J.	AUSTIN LAKE TRAIL LEGAL SERVICES	37,699.30
09/12/2025	331764	SUITS U TAILOR SHOP INC	FIRE UNIFORMS	466.00
09/12/2025	331765	SWEEPER PARTS SALES SPS INC	4 SECTION BROOM PLATE	1,425.20
09/12/2025	331766	SYTEK AND DAVIES LLC	PZSC ACTION PAINO TUNING	195.00
09/12/2025	331767	THIRD COAST TECH, LLC	PZSC EQUIPMENT REPAIR & MAINTENANCE	477.00
09/12/2025	331768	TIBBETTS, JILL	REFUND PAID FINAL WATER BILL	38.14
09/12/2025	331769	TOMACARI, ANDREW	FALL FEST BOURBON BROTHERS BLUE GRASS	500.00
09/12/2025	331770	TORRES LAWN CARE & SNOW REMOVAL LLC	TALL GRASS & WEED ABATEMENT	800.00
09/12/2025	331771	TRUGREEN AND ACTION PEST CONTROL	HERBICIDE APPLICATIONS	13,739.78
09/12/2025	331772	ULINE, INC.	PZSC FITNESS SUPPLIES	1,783.00
09/12/2025	331773	UNITED WAY OF NORTHWEST MICHIGAN	TRI-SHARE CHILD CARE	4,191.02
09/12/2025	331774	VANDERCOOK, DEBBIE	PZSC PROGRAM REPAYMENT	257.00
09/12/2025	331775	WALMART, INC	OVERPAYMENT SUMMER TAXES	100.00
09/12/2025	331776	WASHCO, LLC	GRAFFITI REMOVAL	650.00
09/12/2025	331777	WASTE MANAGEMENT	WTP IRON WASTE REMOVAL	458.50
09/12/2025	331778	WENSTRUP, CATHY	PZSC TRIP DEPT REFUND 25.09.17	30.00
09/12/2025	331779	WILLIAMS & WORKS	ANGLING RD, MEREDITH STREET RECONSTRUCTION	5,797.87
09/12/2025	331780	WISCONSIN INST. FOR HEALTHY AGING	PZSC MIND OVER MATTER TRAINING	577.50
09/12/2025	331781	WOLF KALAMAZOO, LLC	PARTS-KUBOTA	262.07
09/12/2025	331782	YEO & YEO	2024-2025 AUDIT AND ACFR PREPARATION	5,000.00
09/12/2025	331783	ZOLMAN TIRE INC.	REPAIR & MAINTENANCE SUPPLIES	1,379.96
09/12/2025	331784	HOOLEY, DEREK	FALL FEST PETTING ZOO	2,000.00
Total Paper Checks				1,072,925.42

Check Type: Auto-Pay Payments

09/02/2025	CONSUMERS ENERGY	GAS-ELECTRIC	658.37
09/02/2025	BLUE CROSS/BLUE SHIELD OF MI	HEALTH INSURANCE	889.20
09/03/2025	CONSUMERS ENERGY	GAS-ELECTRIC	7,205.23
09/03/2025	CARD CONNECT	PROCESSING FEES	2,544.91

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09/05/2025		MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	51,670.06
09/05/2025		CONSUMERS ENERGY	GAS-ELECTRIC	54,297.51
09/08/2025		CONSUMERS ENERGY	GAS-ELECTRIC	27,022.85
09/09/2025		CONSUMERS ENERGY	GAS-ELECTRIC	28,110.16
09/09/2025		INVOICE CLOUD	PROCESSING FEES	728.40
09/10/2025		CONSUMERS ENERGY	GAS-ELECTRIC	4,003.06
09/11/2025		CONSUMERS ENERGY	GAS-ELECTRIC	825.58
09/12/2025		CONSUMERS ENERGY	GAS-ELECTRIC	9,527.80
Total Auto-Pay Payments				187,483.13

Check Type: Electronic Payments

08/29/2025		HUNTINGTON NATIONAL BANK	DEBT SERVICE PAYMENTS	423,550.00
09/02/2025		SBF	POSTAGE - WATER/SEWER BILLS	1,794.49
09/04/2025		ASU GROUP	WORKERS COMP FUNDING	13,395.47
09/08/2025		MULTIPLE	WEEKLY TAX DISBURSEMENTS 8/29/25	10,305,854.72
09/12/2025		MULTIPLE	WEEKLY TAX DISBURSEMENTS 9/5/25	7,379,716.19
09/12/2025		MULTIPLE	WEEKLY TAX DISBURSEMENTS 9/9/25	7,552,152.03
09/12/2025		MULTIPLE	LAKE SPECIAL ASSESSMENT	32,081.00
Total Electronic Payments				25,708,543.90

Check Type: Credit Card Payments

08/01/2025		B&H PHOTO 800-606-6969	RETURNED CAMERA LENS	(1,939.61)
08/01/2025		AMAZON MKTPL I73N28XI3	PROGRAM OPERATING SUPPLIES	267.09
08/01/2025		AMAZON MKTPL O33GN2G43	2026 CALENDARS	68.64
08/01/2025		AMAZON MKTPL OM4MA38B3	OFFICE SUPPLIES	59.97
08/01/2025		AMAZON MKTPL VZ4D98013	AUTEL EVO II INTELLIGENT BATTERY FOR DRONES	458.00
08/01/2025		KALBLUE GROUP INC	WALL MAP FOR FTO OFFICE	622.44
08/01/2025		SAMS CLUB #6661	PROGRAM SUPPLIES	105.19
08/01/2025		GFS ECOMM #0492	VENDING MACHINE ITEMS	39.46
08/04/2025		AMAZON MKTPL A515Y92L3	OFFICE SUPPLIES	32.99
08/04/2025		PANERA BREAD #203826 O	FOOD ORDER FOR BAND PER CONTRACT - ELIMINATOR	216.22
08/04/2025		SFIA	SPORTS & FITNESS INDUSTRY ASSOC SURVEY	350.00
08/04/2025		STICKER MULE	OAK SAVANNAS & NATURE HIKES	226.00
08/05/2025		TVY SILVERSNEAKERS	FITNESS CLASS SUPPLIES	136.00

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08/05/2025		SOUTHWEST MICHIGAN FIRST	LEADERSHIP KALAMAZOO ALUMNI SESSION	27.72
08/05/2025		AMAZON MARK 8L2D50C93	GEO TOUR AND NATURE HIKE	166.02
08/05/2025		AMAZON MARK IL37B0SA3	GEO TOUR AND NATURE HIKE	21.58
08/05/2025		AMAZON RETA OW7FT0H23	STAFF WORK PANTS	84.45
08/06/2025		APT US&C	TREASURY MEMBERSHIP RENEWAL	299.00
08/07/2025		WWW.MICHIGANCLERKS.ORG	MAMC EDUCATION DAY	50.00
08/07/2025		WAL-MART #5280	BUILDING CLEANING SUPPLIES	127.27
08/07/2025		MICHIGAN ROAD SCHOLAR	ROAD SCHOLAR TRAINING PROGRAM	779.00
08/07/2025		FC YOUNG WOMENS CHRIS	WOMEN'S EQUITY LUNCHEON REGISTRATION	159.15
08/07/2025		AXON	TASER CARTRIDGES	2,700.00
08/07/2025		SQ 13 COOKIES	COOKIES FOR MAYOR'S CONF	125.75
08/07/2025		WAVE - LOVE MUFFINS LLC	MUFFINS FOR MAM CONFERENCE AT PZSC	48.00
08/07/2025		WAL-MART #5280	SODA FOR MAM CONFERENCE AT PZSC	55.51
08/07/2025		AMAZON MARK 8E9ON7IZ3	GEO TOUR & NATURE HIKE	87.97
08/07/2025		J & J LOCKSMITHS	GARDEN LANE WELL SITE-RECONFIGURING LOCK	130.00
08/07/2025		AMAZON RETA OW7FT0H23	RETURN WORK PANTS	(84.45)
08/07/2025		AMAZON MKTPL 0C0EP30S3	UPFITTING PARTS FOR DURAPATCHER	49.98
08/08/2025		MCALISTER'S 105065	KALAMAZOO CO FIRE CHIEFS ANNUAL MEETING	833.50
08/08/2025		SQ GLASS ART KALAMAZOO	OFFSITE ART CLASS	675.00
08/08/2025		AMAZON MKTPL SQ56Y9443	FARMERS MARKET SUPPLIES	42.27
08/08/2025		GMIS	MI-GMIS CONFERENCE AT BOYNE MOUNTAIN	250.00
08/08/2025		AMAZON MKTPL ZE44X2543	OFFICE SUPPLIES	53.97
08/08/2025		SWEETWATERS DONUT MILL	DONUTS FOR PORTAGE DIST LIBRARY & DPW STAFF	52.96
08/08/2025		AMAZON MARK 0204J09H3	GEO TOUR & NATURE HIKE	13.99
08/08/2025		AMAZON MARK 4L0RM3QL3	OFFICE SUPPLIES	73.85
08/08/2025		ESRI	ONLINE GIS MAPPING SERVICES	120.00
08/11/2025		THE HOME DEPOT 2728	REPAIR/MAINTENANCE SUPPLIES	99.00
08/11/2025		THE HOME DEPOT #2728	MATERIALS FOR EXTINGUISHER ROOM	59.00
08/11/2025		AMAZON MKTPL 478AO6KC3	OFFICE SUPPLIES	50.42
08/11/2025		FRESH THYME #607	SUPPLIES FOR MIND OVER MATTER CLASS	17.98
08/11/2025		SAMS CLUB RENEWAL	INCORRECTLY CHARGED ANNUAL RENEWAL - WILL REFUND	110.00
08/11/2025		AMAZON RETA VL9F34D83	STAFF WORK PANTS	84.45
08/11/2025		JIMMY JOHNS - 2982 - ECOM	FOOD ORDER SUMMER CONCERT SERIES WINDBREAKERS	169.58
08/11/2025		THE HOME DEPOT #2728	OFFICE UPGRADES/SUPPLIES	40.09

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08/12/2025		EGL WATER USE	CREDIT FOR WATER USE	(200.00)
08/12/2025		BATTERIES + BULBS-#0385	RECYCLING FEE - EVO DRONE BATTERIES	10.60
08/13/2025		FACEBK 5PSV9XYTP2	FACEBOOK AD	26.99
08/13/2025		USPS PO 2576500035	POSTAGE STAMPS	139.00
08/13/2025		AMAZON MKTPL 3L6AZ4AW3	METAL DETECTOR FOR CEMETERY OPERATIONS	224.95
08/13/2025		AMAZON MKTPL AT85R2AH3	HIGH VIZ SHIRTS	88.08
08/14/2025		AMAZON RETA AM7BQ2MU3	EVIDENCE TERABYTE DRIVE FOR J-DRIVE STORAGE	159.99
08/14/2025		USPS.COM CLICKNSHIP	PUBLIC SAFETY - POLICE POSTAGE	17.85
08/14/2025		AMAZON MKTPL L71GF69J3	FILTER FOR AIR PURIFIER STATION 1	23.74
08/14/2025		AMAZON MKTPL 692962VK3	SUPPLIES FOR KITCHEN MADE REMEDIES	21.99
08/14/2025		AMAZON MKTPL H13980LM3	EQUIPMENT WARRANTY	8.99
08/14/2025		AMAZON MKTPL MT6977W13	PROGRAM SUPPLIES	240.28
08/14/2025		AMAZON MKTPL G93NP7RR3	SAFETY GEAR - PERSONAL VOLTAGE DETECTOR	433.73
08/14/2025		AMAZON.COM I80DJ1323	OFFICE SUPPLIES	83.92
08/14/2025		AMAZON MKTPL P23PZ5YN3	FTO OFFICE UPGRADES/SUPPLIES	11.44
08/14/2025		THE WEBSTAURANT STORE INC	COFFEE BAR SUPPLIES	163.48
08/14/2025		SATOR SOCCER	RECONSIGNMENT FEE FOR RAMONA SOCCER NETS	110.00
08/15/2025		SQ BELL'S BREWERY	PZSC TRIP TO BELL'S	572.40
08/15/2025		BELL'S ECCENTRIC CAF	BELL'S BREWERY TOUR	81.60
08/15/2025		SQ BELL'S BREWERY	PZSC TRIP TO BELL'S	33.77
08/15/2025		AMAZON MKTPL 8D9HK5ZY3	FITNESS & MIND OVER MATTER SUPPLIES	79.60
08/15/2025		SP BUILTRIGHT INDUST	TRUCK TOOL MOUNTING BRACKETS	162.99
08/18/2025		AMAZON MKTPL OR3J644K3	ADMIN OFFICE SUPPLIES	57.14
08/18/2025		SAMS CLUB #6661	CREDIT FOR INCORRECT CHARGE ON CARD	(110.00)
08/18/2025		BOYNE MTN LODGING	LODGING FOR MI-GMIS CONFERENCE	255.36
08/18/2025		WEB MLIVE.COM	CITY COUNCIL SUBSCRIPTION RENEWAL	130.00
08/18/2025		APWA - PWX REGISTRATION	APWA PWX REGISTRATION FEE	50.00
08/19/2025		AMAZON MKTPL IP5EM3TV3	OFFICE SUPPLIES & CAMERA TRIPOD	106.65
08/19/2025		PAYROLLORG	FINANCE TRAINING REGISTRATION	1,105.00
08/19/2025		APWA - PWX REGISTRATION	AMERICAN PUBLIC WORKS ASSOC - PUBLIC WORKS EXPO	50.00
08/19/2025		MAILCHIMP MISC	MAIL SERVICE MONTHLY FEE	78.20
08/19/2025		ZOOM.COM 888-799-9666	ZOOM MONTHLY FEE	129.97
08/19/2025		YOURMEMBERSHIP	JOB ADVERTISING-MECHANICAL INSPECTOR POSITION.	150.00
08/19/2025		APWA - PWX REGISTRATION	APWA PWX REGISTRATION FEE	50.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 8/31/2025 to 9/13/2025

Page 11 of 12

Check Date	Check	Vendor Name	Description	Amount
08/19/2025		MI PERMIT LIC PLAN REV	ELECTRICAL PLAN REVIEW CERTIFICATION	150.00
08/20/2025		AMAZON MKTPL PL1F80LK3	MATERIALS FOR EXTINGUISHER ROOM	29.95
08/20/2025		AMAZON MKTPL EG87H96T3	OFFICE SUPPLIES	34.16
08/20/2025		PSHRA PUBLIC SECTOR HR	PSHRA MEMBERSHIP	790.00
08/20/2025		SKYWAY CONCESSIONS	INDIAN TOLL ROAD FEE TO APWA PWX SHOW	7.80
08/20/2025		SKYWAY CONCESSIONS	INDIAN TOLL ROAD FEE TO APWA PWX SHOW	7.80
08/20/2025		SSP MICHIGANCOALITION	MEMBERSHIP TO MI HOMELESSNESS COALITION	45.00
08/21/2025		AMAZON MKTPL UV9HQ9WG3	CERT HALLOWEEN CANDY	1,153.80
08/21/2025		AMAZON MKTPL VT7ID8G03	LIGHT BULBS STATION 1	11.30
08/21/2025		AMAZON MKTPL 5M7MO0L03	SANITIZING SPRAY	9.79
08/21/2025		AMAZON MKTPL ID9CX5V93	MOUNTING SUPPLIES FOR PRECINCT INFO BOARDS	60.13
08/21/2025		FREE CONFERENCE CALL GLOB	MONTHLY FREE CONFERENCE CALL INVOICE	22.82
08/21/2025		COURTYARD BY MARRIOTT	HOTEL FEES - SOCIAL MEDIA	205.80
08/21/2025		AMAZON RETA 4D6D70C03	SHOP TOOL, DIAGNOSTIC LISTENING DEVICE	100.99
08/21/2025		71810 - LAKESIDE CENTER G	MCCORMICK PLACE PARKING FEE-APWA PWX	27.00
08/21/2025		ITR CONCESSION COMPANY LL	INDIANA TOLL ROAD FEE TO APWA PWX SHOW	2.00
08/21/2025		ITR CONCESSION COMPANY LL	INDIANA TOLL ROAD FEE TO APWA PWX SHOW	4.80
08/21/2025		ITR CONCESSION COMPANY LL	INDIANA TOLL ROAD FEE TO APWA PWX SHOW	4.80
08/21/2025		ITR CONCESSION COMPANY LL	INDIANA TOLL ROAD FEE TO APWA PWX SHOW	2.00
08/22/2025		GALLS	BOOTS FOR STAFF	226.91
08/22/2025		BULK BOOKSTORE	BOOKS FOR BLACK HISTORY MO SPEAKER EVENT	714.00
08/22/2025		AMAZON RETA J31F42003	CONFERENCE ROOM & ELECTION SUPPLIES	164.18
08/22/2025		FRESH THYME #607	MIND OVER MATTER SUPPLIES	29.94
08/22/2025		PAYPAL BWMSTRAININ	CEC COURSE-COLIFORMS, WATER/WASTEWATER MICROOR	180.00
08/22/2025		THE HOME DEPOT #2728	OPERATING SUPPLIES	40.98
08/22/2025		JIMMY JOHNS - 2982	LUNCH MEETING WITH ATTORNEY	46.25
08/25/2025		CHALLENGE COIN COUNTRY	FD CHALLENGE COINS	2,180.25
08/25/2025		AMAZON RETA 5A6OX2363	STRING TRIMMER HEADS	280.14
08/25/2025		HOMEDEPOT.COM	OPERATING SUPPLIES	359.15
08/25/2025		MICHIGAN MUNICIPAL LEAGU	ANNUAL CONVENTION REGISTRATION	780.00
08/25/2025		FAIRFIELD INN & SUITES	S&C HOTEL	584.00
08/25/2025		EZCATER JIMMY JOHNS	FOOD FOR VOLUNTEERS AT FRIDAY AT THE FLATS	137.88
08/25/2025		AMAZON MKTPL LB34152U3	CONCRETE TRAILER WHEELS	303.98
08/25/2025		AMERICAN AIR0017312929731	CREDIT FOR A FLIGHT CANCELLATION	(197.18)

ACCOUNTS PAYABLE REGISTER
Check Dates From: 8/31/2025 to 9/13/2025

Page 12 of 12

Check Date	Check	Vendor Name	Description	Amount
08/26/2025		AMAZON MKTPL 0C6Z29R23	TAMPER SEALS FOR FIRE EXTINGUISHERS	22.49
08/26/2025		AMAZON MKTPL CQ5AK5653	EQUIPMENT WARRANTY	36.99
08/27/2025		PEDAL SOUTH	STAFF UNIFORM PANTS	219.30
08/27/2025		3CMA ONLIN INV-4901	ANNUAL MEMBERSHIP	400.00
08/27/2025		ULINE SHIP SUPPLIES	PC/PN FOOD DRIVE BINS	181.39
08/27/2025		THE HOME DEPOT #2728	MATERIALS FOR THE EXTINGUISHER ROOM	3.28
08/27/2025		AMAZON MKTPL DC4QP8G83	PAINTERS TAPE FOR ELECTION SIGNS	3.99
08/27/2025		AMAZON MKTPL 1D2II4AH3	NEW PODIUM FOR SIGN PZSC	159.00
08/27/2025		AMAZON MKTPL F80WE71T3	ART CLASS SUPPLIES	9.94
08/27/2025		POLICE TECHNICAL	UC CHATTING	275.00
08/27/2025		IN CREATIVE CATERING SER	GOLF OUTING LUNCHEON	804.00
08/28/2025		AMAZON RETA TF2QI2AM3	OFFICE SUPPLIES	30.13
08/28/2025		THE HOME DEPOT #2728	LIGHT BULBS AND FUEL MIX	29.81
08/28/2025		GOVERNMENT FINANCE OFF	FINANCE TRAINING REGISTRATION	95.00
08/28/2025		AMAZON MKTPL J545R40J3	PROGRAM SUPPLIES	266.64
08/28/2025		AMAZON RETA 6R3SN6YW3	OFFICE SUPPLIES	11.35
08/28/2025		SQ BART'S SIGNS, LLC	OPEN FOR BUSINESS SIGNS-CONSTRUCTION AREAS	180.00
08/29/2025		AMAZON RETA U767U1733	OFFICE SUPPLIES	27.99
08/29/2025		AMAZON MKTPL 7E0MN6TZ3	OPERATING SUPPLIES	78.88
08/29/2025		AMAZON RETA 992R99TJ3	OFFICE SUPPLIES	82.98
08/29/2025		AMAZON MKTPL ZR52M2693	STAINLESS HOSE CLAMPS FOR HANDICAP SIGN POSTS	112.89
Total Credit Card Payments				24,294.58
Grand Total				28,082,398.94

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Farmers Market Pavilion Structures

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer
Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Award a contract in the amount of \$1,388,856.36 to Penchura, LLC, of Brighton, MI, for the purchase of three pavilion structures for the Portage Farmers Market; and authorize the City Manager to execute all documents related to this action on behalf of the city.

The Portage Farmers Market, currently operating in the City Hall parking lot, has experienced significant growth since its inception in 2016 with approximately 5,000 participants to more than 30,000 patrons in 2023 and 2024. The vendor base has concurrently grown from 12 vendors to a current capacity of approximately 30 businesses. The market also implements five state and federal food assistance programs, including SNAP, Double Up Food Bucks, Eat Smart Live Strong, WIC, and Senior Project Fresh, and has a consistent entertainment base of musicians at each market. Due to this growth, Portage Parks & Recreation seeks a new and permanent covered facility that can accommodate not only the farmers market but outdoor art and craft fairs.

On November 18, 2022, City Council recognized the potential for further growth and improvement of this widely enjoyed asset, and directed staff to seek a permanent site for the market to accommodate the increasing demand for vendor participation and to offer a wider range of products. Since designating a new market as a priority, numerous meetings were held, a City Council subcommittee was established, Abonmarche was hired to design and engineer the facility, and a site was selected. Additionally, thanks to former State Representative Christine Morse, the city received a grant of \$1.75 million from the State of Michigan for the construction of a farmers market. A local philanthropist has informally pledged \$1,000,000 toward the project in exchange for naming rights (a formal agreement proposal will be presented to City Council for approval at an upcoming meeting). The FY 2025-2026 Capital Improvement Program (CIP) budget contains \$750,000 in support of this project.

Market Structures

The Portage Farmers Market project includes three open-air structures as cover for the vendor space. In addition to the pavilions, the market includes 50 covered market spaces, pedestrian walkways which meet ADA standards, a performance location for musicians, picnic tables, and space for three food trucks. The pavilion structures are available via a Sourcewell cooperative purchase agreement for Polygon structures, a subsidiary of Porter Corporation (#012621), valid through March 5, 2026. This Sourcewell cooperative purchase agreement was selected through a competitive process from eight proposals, with pricing being one of the evaluation factors. The city has purchased Polygon structures in the past, including most recently at Lexington Green and Lakeview parks. Acquiring additional Polygon structures promotes consistency across all park structures. Polygon products are known for their

durability, featuring a powder-coated finish and a user-friendly fastening system with bolts, which simplifies future maintenance compared to welded structures. The Sourcewell discounted pricing is only available via direct purchase by the city as opposed to through a contractor.

The Sourcewell Purchase Agreement results in an 8% discount off the cost of each structure, and the city will also receive a 3% discount direct from Penchura (distributor for Poligon structures) for purchasing in bulk (three structures). The City of Portage has used Sourcewell for the purchase of items such as fire apparatus, snow plows, street sweepers, generators, etc. With initial potential structure cost estimates approaching \$2,000,000, staff are pleased with a cooperative purchasing price of \$1,388,856.36. The contractor will be responsible for the cost of installation, which is included in the bid price by Quest.

Market Construction

Following design and engineering completion, a request for proposals was advertised to numerous firms for construction of the market facility. The City Administration was pleased with the level of interest in the project, as numerous proposals were submitted and are currently under review. A recommendation on a construction company is anticipated to be made at the City Council Meeting of October 7, 2025.

It is recommended that City Council award a contract in the amount of \$1,388,856.36 to Penchura, LLC, of Brighton, MI, for the purchase of three pavilion structures for the Portage Farmers Market; and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Funding is available via a combination of grant funding, sale of naming rights and approved capital funds.

Attachments:

1. Proposal Portage Market Shelters
2. Sourcewell Review-Open Air Structures 012621
3. Poligon Renderings - Pavilions 1 2 3
4. Portage Farmers Market Imagery 2025.09.17



Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
889 S. Old US 23
Brighton, MI 48114

Proposal

Date	Project #
9/9/2025	25-1099-2

Bill To
City of Portage 7900 South Westnedge Avenue Portage, MI 49002 United States

Ship To
City of Portage 7900 South Westnedge Avenue Portage, MI 49002

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Kathleen Hoyle	269-329-4521		Net 30		JRS

Item	Description	Qty	Weight	Price	Total
Poligon	Poligon Building 1 Per Drawings 7/30/25 29x209 Walkway Structure Stained T&G Mega-Rib Roof (40) Electrical Cut Outs (4) Eye Bolts Per Bay for Signage Anchor Bolts	1		963,240.00	963,240.00
Poligon	Arch Text & Medallion	1		5,000.00	5,000.00
	Subtotal				968,240.00
Sourcewell Dis...	Sourcewell Discount- Contract #012621-PPC			-8.00%	-77,459.20
Engineering	Misc. Engineering Services, CDs, Preconstruction Documents	1		2,500.00	2,500.00
Freight	Freight	1		19,750.00	19,750.00
Poligon	Poligon Building 2 Per Drawings 7/30/25 20x98 Walkways Stained T&G Mega-Rib Roof (20) Electrical Cut Outs (4) Eye Bolts Per Bay for Signage Anchor Bolts	1		268,800.00	268,800.00
Sourcewell Dis...	Sourcewell Discount, Contract #012621-PPC			-8.00%	-21,504.00
Engineering	Misc. Engineering Services, CDs, Preconstruction Documents	1		2,500.00	2,500.00
Freight	Freight	1		9,000.00	9,000.00

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal

Sales Tax (0.0%)

Total

Credit Card fee of 3% on all payments using a CC.
AMX fee of 5% on all payments using AMX

889 S. Old US 23, Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
889 S. Old US 23
Brighton, MI 48114

Proposal

Date	Project #
9/9/2025	25-1099-2

Bill To
City of Portage 7900 South Westnedge Avenue Portage, MI 49002 United States

Ship To
City of Portage 7900 South Westnedge Avenue Portage, MI 49002

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Kathleen Hoyle	269-329-4521		Net 30		JRS

Item	Description	Qty	Weight	Price	Total
Poligon	Poligon Building 3 Per Drawings 7/30/25 23.2x100 Walkways Stained T&G Mega-Rib Roof (20) Electrical Cut Outs (4) Eye Bolts Per Bay for Signage Anchor Bolts	1		268,570.00	268,570.00
Sourcewell Dis...	Sourcewell Discount, Contract #012621-PPC			-8.00%	-21,485.60
Engineering	Misc. Engineering Services, CDs, Preconstruction Documents	1		2,500.00	2,500.00
Freight	Freight	1		9,000.00	9,000.00
discount	Poligon Bulk Discount- 3% additional discount after Sourcewell.			-41,554.84	-41,554.84

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal	\$1,388,856.36
Sales Tax (0.0%)	\$0.00
Total	\$1,388,856.36

Credit Card fee of 3% on all payments using a CC.
AMX fee of 5% on all payments using AMX

889 S. Old US 23, Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #012621
Entitled

Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services

The following advertisement was placed December 1, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and December 2, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 26, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

A-Citywide Glass, Inc.	Icon Shelter Systems, Inc.
Americana Building Products, Inc.	Independent Testing Technologies, Inc.
Atlantic Diving Supply, Inc.	Innovation Therio, Inc.
Bliss Products and Services, Inc.	KYA Services, LLC
Brown Corporation	Natural Choice Contracting, LLC
Cheyne Burris, Inc.	PlayWorks, Inc.
Classic Recreation Systems, Inc.	PorterCorp
ConstructConnect	Premium Park Products, LLC
Construction Industry Center	Ready2Go Restroom Trailers Sales, LLC
CORT Business Services	Regina Construction Association
CXT, Inc.	Romtec, Inc.
Demand & Precision	Ry-Lecia Corp
eRepublic, Inc.	SRM Manufacturing, Inc.
Green Flush Technologies, LLC	TLMV Inc dba American Fence Company

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 26, 2021 at 4:31:34 pm CT. Proposals were received from the following:

Americana Building Products, Inc.
Classic Recreation Systems, Inc.
CORT Business Services
Green Flush Technologies, LLC
Icon Shelter Systems, Inc.
PorterCorp
Romtec, Inc.
TLMV Inc dba American Fence Company

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, CPPB, Procurement Lead Analyst
Brandon Town, CPSM, CPSD, Procurement Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

PorterCorp is a manufacturer of steel, wood, and fabric open air structures including pavilions, gazebos, walkway covers, privacy shelters, and entrance canopies. They are offering their Poligon and CEAS+ brands, along with installation services, to Sourcewell Participating Entities for a complete turnkey solution. They are able serve entities across the United States and Canada through 38 Poligon and 14 CEAS+ dealers and representatives. PorterCorp is offering a competitive discount off MSRP.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #012621 to:

PorterCorp 012621-PPC

The preceding recommendations were approved on March 3, 2021.

DocuSigned by:

Kim Austin

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Kim Austin, CPPB, Procurement Lead Analyst

Sourcewell

Page 3 of 4

DocuSigned by:

Brandon Town

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Brandon Town, CPSM, CPSD Procurement Analyst

DocuSigned by:

Steff Haataja

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Stephanie Haataja, CPIM, Procurement Analyst

DocuSigned by:

Craig West

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Craig West, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #012621 for Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:


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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

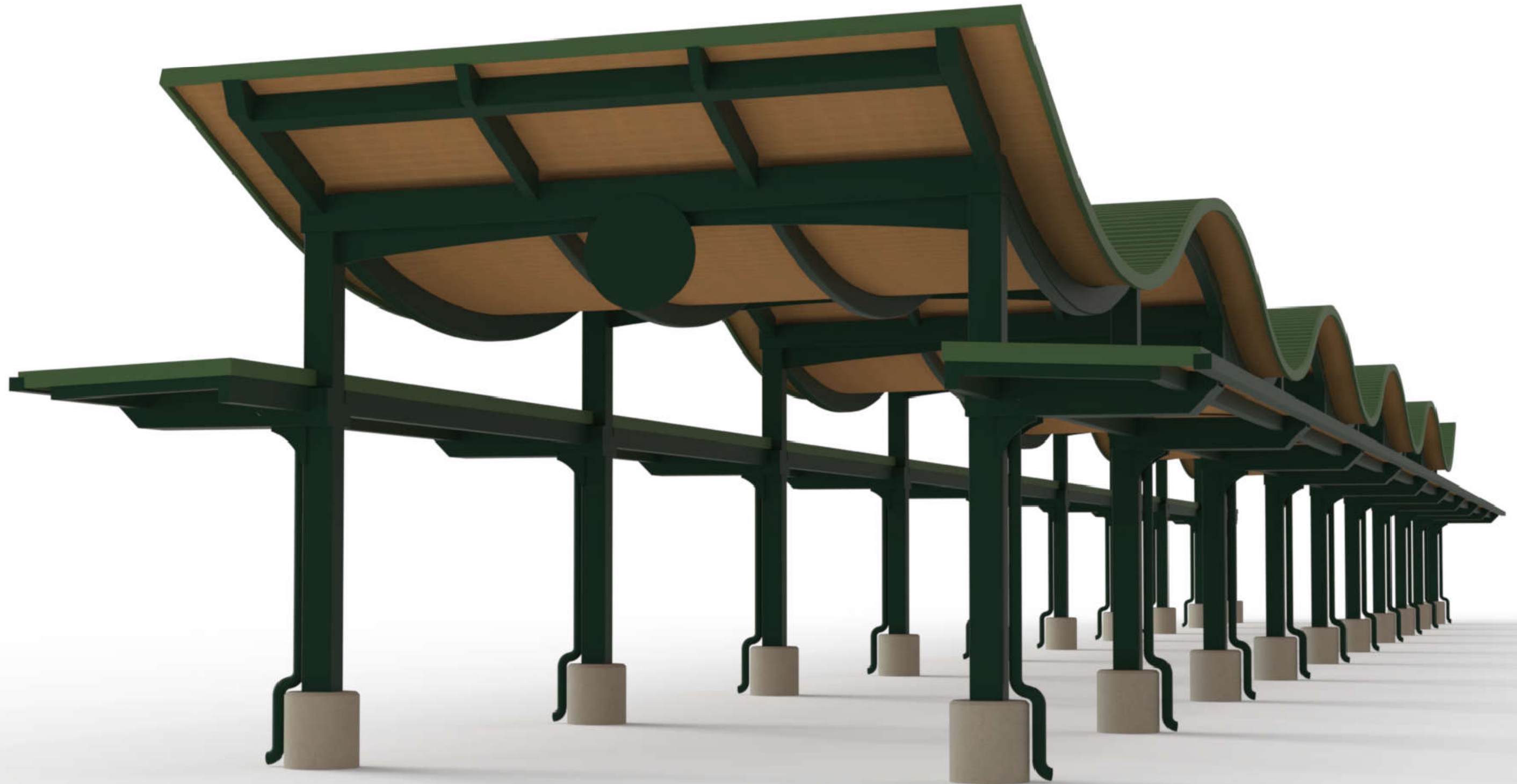


FRAME COLOR: **HUNTER GREEN**
 ROOF COLOR: **PATINA GREEN**
 WOOD STAIN: **CALVARY**



COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

PORTAGE MARKET BLDG 1
 KALAMAZOO, MI
 WALKWAY 30X208.83



FRAME COLOR: **HUNTER GREEN**
 ROOF COLOR: **PATINA GREEN**
 WOOD STAIN: **CALVARY**
 COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

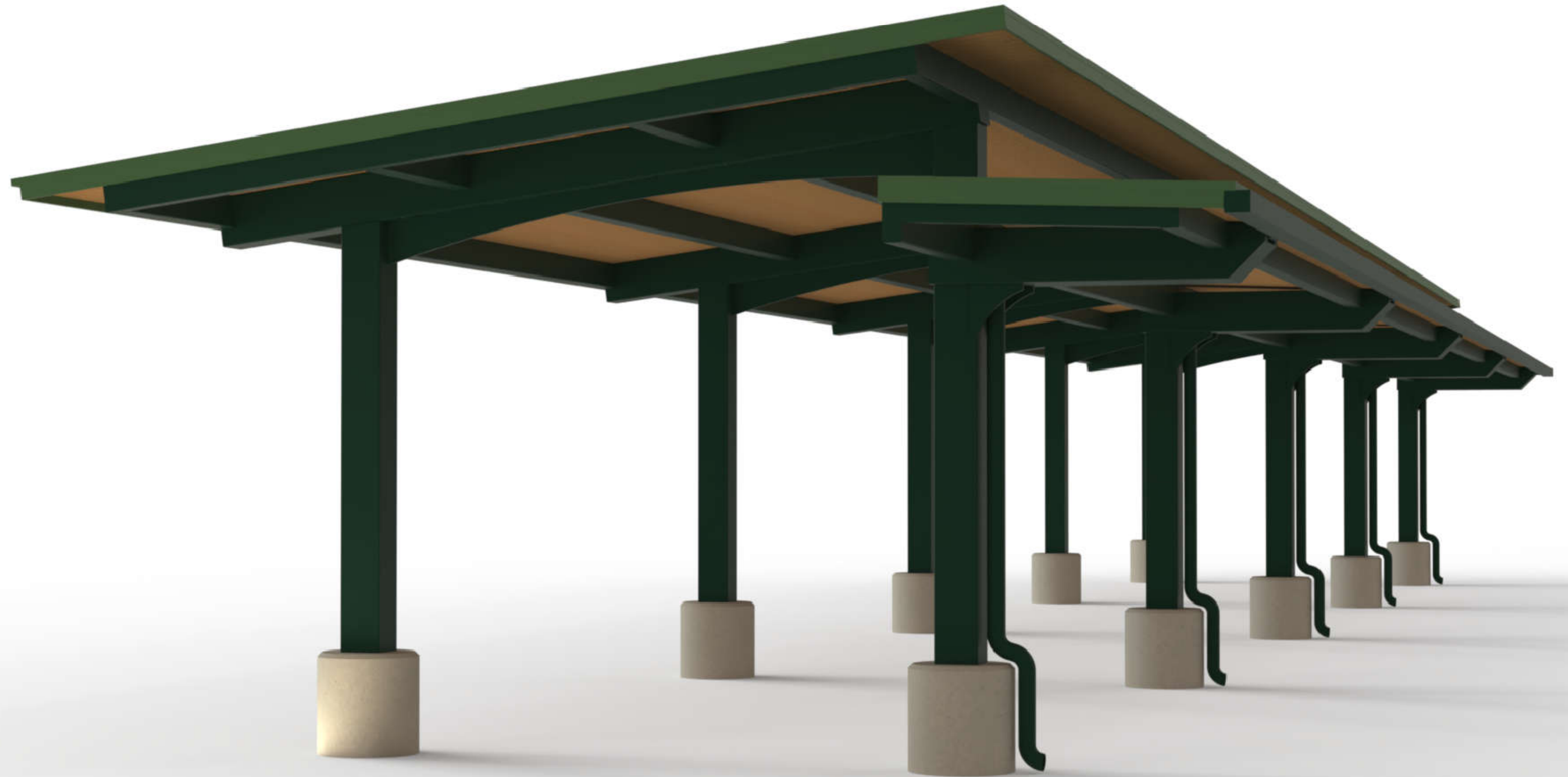


PORTAGE MARKET BLDG 1
 KALAMAZOO, MI
 WALKWAY 30X208.83



FRAME COLOR: **HUNTER GREEN**
 ROOF COLOR: **PATINA GREEN**
 WOOD STAIN: **CALVARY**
 COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

PORTAGE MARKET BLDG 2
 KALAMAZOO, MI
 WALKWAY 23X100



FRAME COLOR: **HUNTER GREEN**
ROOF COLOR: **PATINA GREEN**
WOOD STAIN: **CALVARY**



COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

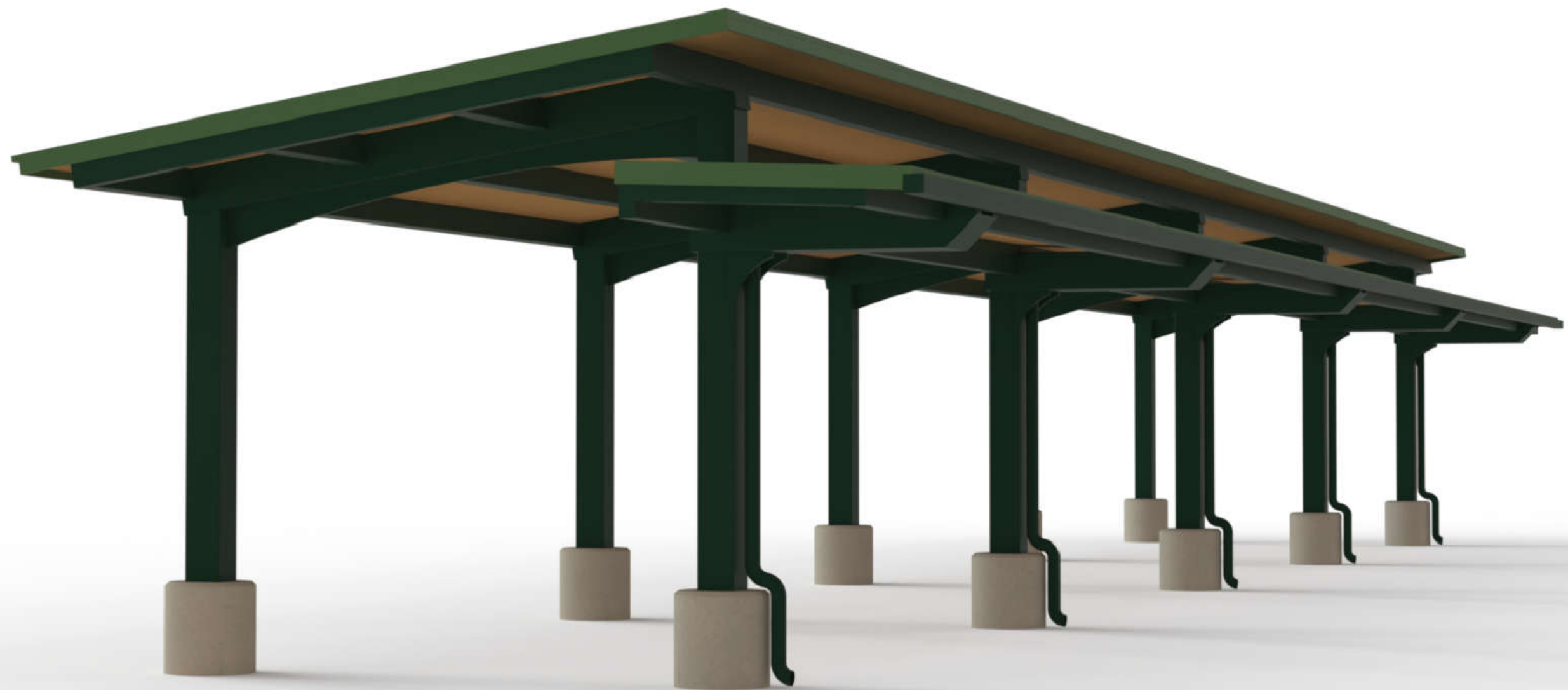
PORTAGE MARKET BLDG 2

KALAMAZOO, MI
WALKWAY 23X100



FRAME COLOR: **HUNTER GREEN**
ROOF COLOR: **PATINA GREEN**
WOOD STAIN: **CALVARY**
COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

PORTAGE MARKET BLDG 3
KALAMAZOO, MI
WALKWAY 20X100



FRAME COLOR: **HUNTER GREEN**
ROOF COLOR: **PATINA GREEN**
WOOD STAIN: **CALVARY**
COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

PORTAGE MARKET BLDG 3
KALAMAZOO, MI
WALKWAY 20X100



OVERALL SITE AERIAL VIEW



AERIAL VIEW CLOSER



MAIN PAVILION SOUTH



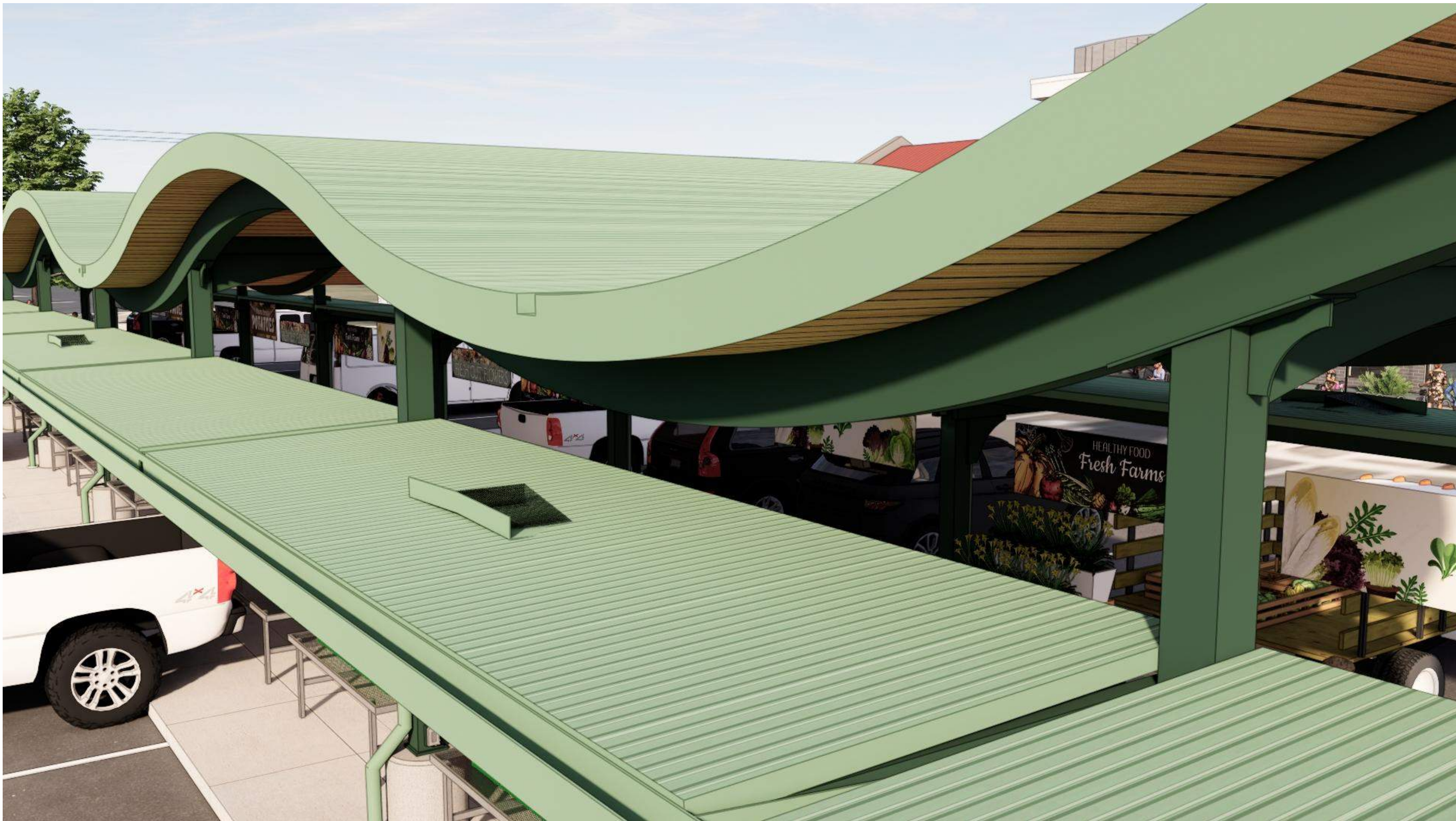
MAIN PAVILION SOUTH CENTER



SMALL PAVILION - CENTRE AVE SIGNAGE



SMALL PAVILION CLOSER



UPPER ROOF SHADE SCREEN



TYPICAL VISOR ROOF FRAMING



MAIN PAVILION NIGHT MARKET



NIGHT MARKET



PAVILION PEDESTAL BASE AND ROOF DOWNSPOUT



MAIN PAVILION FROM THE SENIOR CENTER

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Acquisition of Property from Comerica Bank

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer
Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Authorize the purchase of .03 acres of 7941 South Westnedge Avenue, owned by Comerica Bank, for the amount of \$1, for use in the development of the Portage Farmers Market, and authorize the City Manager to execute all documents related to this action.

The City Administration is reaching the end of negotiations with Comerica Bank for the acquisition of .03 acres of their property addressed as 7941 South Westnedge Avenue. While not absolutely essential to the development of the Farmer's Market, acquisition of this property provides for a significantly enhanced site layout and more user-friendly market experience. Furthermore, as City Council will see in the attached map, acquisition of the property (shaded in blue) significantly cleans up property boundaries for both parties. Time is of the essence for acquisition as site preparation for the new facility is anticipated to begin in October. In exchange for the property and a sale price of \$1, Comerica has requested that provisions be included in the terms of the sales agreement. For example, components include a restriction on the installation of an ATM or other banking institution on the Portage Zhang Senior Center and market properties, that the city cover up to \$7500 in their legal expenses, agree to take the property as-is, and be responsible for the paperwork for the sale and split of the property. The City Administration is comfortable with these provisions.

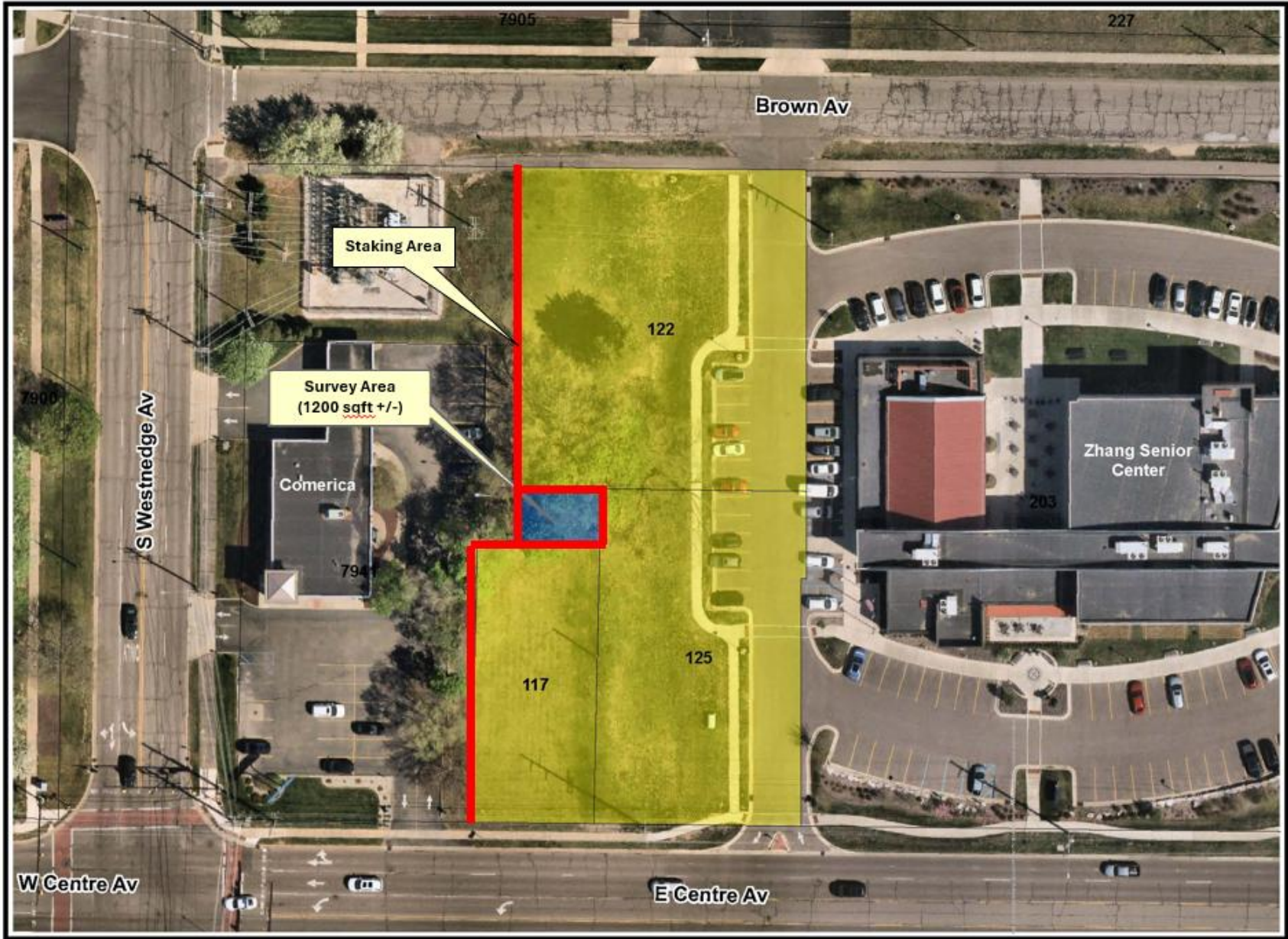
It is recommended that City Council authorize the purchase of .03 acres of 7941 South Westnedge Avenue, owned by Comerica Bank, for the amount of \$1, for use in the development of the Portage Farmers Market, and authorize the City Manager to execute all documents related to this action.

FUNDING: Funds are available in the current Fiscal Year Capital Improvement Budget

Attachments: 1. Comerica Property Staking Map

COMERICA BANK
7941 S. Westnedge, Portage MI

(Survey Staking)



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Sale of 9246 Portage Industrial Drive to Kalamazoo County

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer

ACTION RECOMMENDED: Adopt the Resolution to sell city property addressed as 9246 Portage Industrial Drive to Kalamazoo County for \$600,000, place the resolution on file for 28 days with the City Clerk, and take final action on October 21, 2025.

Approximately two years ago, the City Council authorized City Administration to purchase the vacant office building located at 9246 Portage Industrial Drive for \$745,000. The building was purchased such that it could potentially be used as part of a future home for the Department of Public Works and the Department of Transportation and Utilities. Following an extensive analysis by Abonmarche, it was determined earlier this year that the practicality of repurposing this building for such use was limited at best. This was communicated to City Council during the FY 25-26 Budget Review Session 2. A revised plan for a new DPW campus located on adjoining property was provided at this time as well.

Since the purchase, the building has been utilized by city staff time and again. Most notably, it was used for response efforts related to the tornado of May 7, 2024, including as a donation center and a temporary home for Team Rubicon. It has also been used several times for public safety training and general storage.

Recently, city staff were approached by the Kalamazoo County Consolidated Dispatch Authority about leasing space for a backup dispatch center. Not long thereafter, city staff were approached by Kalamazoo County officials who were familiar with the building from its use as a donation center. They expressed interest in purchasing the building to serve as an emergency operations center for the county. We then discussed a purchase price and other requirements to support such a sale. Provisions agreed upon include retaining 30 feet along the bog for a potential future trail connection between Bishop's Bog Trail and Eliason Trail, 1,600 square feet of storage on the upper level and no maintenance or rental costs. In exchange for these provisions, the proposal is to sell the building to Kalamazoo County at a reduced cost of \$600,000. While this purchase price is less than what was paid, the city did get exceptional use out of the facility and, prior to our purchase, it was on the market for years as the market for office space was and continues to be extremely poor. The sale of this building to Kalamazoo County will bring employees to the area, preserve city interests, and result in an owner with whom the city shares mutual interests. Additionally, it provides the city with a backup option for our existing Emergency Operations Center located at Fire Station No.1. It should be noted that KCCDA and Kalamazoo County are working on a lease arrangement for the provision of a backup 911 dispatch center, pending the sale of the building to the county.

While the building could be put on the market for general sale, there is no guarantee of a higher sale

price, and the city would be responsible for continued general maintenance and utility bills. The sale of this building to Kalamazoo County is viewed as the proverbial “win-win” situation.

The \$145,000 difference in cost is acceptable based on the value of the permanent 1,600 square feet of storage space alone. This space would rent for \$1.25 per square foot per month, or \$24,000 per year. At this rate, we will recover this investment fully in six years and retain the space in perpetuity.

The City of Portage Code of Ordinances governs the disposition of property. Specifically, it states that "the city shall not have the power to sell, lease, or dispose of any real stated unless:

- (1) The resolution authorizing the sale, lease, or disposal thereof shall be completed in the manner in which it is to be finally passed and has remained on file with the Clerk for public inspection for twenty-eight days before the final adoption of passage thereof, with notice of intent to sell, lease, or dispose of such property published not less than twenty days before the Council finally acts thereon, and unless,
- (2) Such action is approved by the affirmative roll call vote of five or more members of the Council, and unless,
- (3) When the proposition is to sell any park, cemetery or any part thereof, except when such park is not required under an official master plan of the city, the proposition to sell, lease, or dispose of the same shall also be approved by a three-fifths vote of the electors of the city voting thereon at any general or special election."

Therefore, it is recommended that City Council adopt the Resolution to sell city property addressed as 9246 Portage Industrial Drive to Kalamazoo County for \$600,000, place the resolution on file for 28 days with the City Clerk, and take final action on October 21, 2025.

FUNDING: The City of Portage would receive \$600,000 from this transaction.

Attachments:

1. Resolution for Sale of 9246 Portage Industrial Dr
2. 9246 Portage Industrial Drive Purchase Agreement 9.8.25v2

**CITY OF PORTAGE, MICHIGAN
RESOLUTION OF INTENT TO SELL REAL ESTATE**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2025, at 6:00 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____.

WHEREAS, the City of Portage ("City") owns real estate situated in the City of Portage, County of Kalamazoo, and State of Michigan, addressed as 9246 Portage Industrial Drive ("Property"); and

WHEREAS, the Property is more particularly described as Portage Industrial Park Condominium Unit #8 (see Exhibit A); and

WHEREAS, the Property was acquired by the City in 2023, with a parking lot and 13,200 sq. ft. building; and

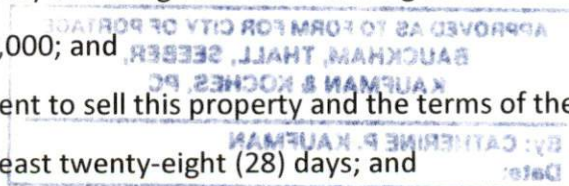
WHEREAS, the Property is no longer required for as originally intended by the City; and

WHEREAS, the Kalamazoo County Government ("Purchaser") desires to purchase the property.

NOW THEREFORE BE IT RESOLVED that the City of Portage sell the following described property to Kalamazoo County for the sum of \$600,000; and

BE IT FURTHER RESOLVED that the City's intent to sell this property and the terms of the sale has remained on file with the City Clerk for at least twenty-eight (28) days; and

BE IT FURTHER RESOLVED that notice in substantially the form attached as Exhibit B, be published in a newspaper of general circulation not less than twenty (20) days before final action of the City Council.



ADOPTED:

AYES: _____

NAYS: _____

ABSENT: _____

Erica Eklov, City Clerk

CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 2025, the original of which resolution is on file in my office.

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

Erica Eklov, City Clerk

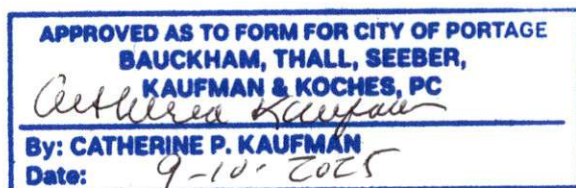


EXHIBIT A

Legal Description & Vicinity Map

Land situated in the City of Portage, County of Kalamazoo, State of Michigan, described as follows:

PORTAGE INDUSTRIAL PARK CONDOMINIUM UNIT 8



9246 Portage Industrial Drive

(subject parcel)



Map Publication:
09/08/2025 3:48 PM



powered by
FetchGIS

Disclaimer: This map does not represent a survey or legal document and is provided on an 'as is' basis. City of Portage expresses no warranty for the information displayed on this map document.

EXHIBIT B

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

PLEASE TAKE NOTICE, that on the ____ day of _____, 2025, the City Council of the City of Portage adopted a Resolution of Intent to Sell Real Estate stating the City's intent to sell certain real estate to the County of Kalamazoo for the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00).

PLEASE TAKE FURTHER NOTICE that the resolution authorizing this action and the Purchase and Sale Agreement to be executed are on file with the City Clerk and open for public inspection. Said documents will be so held by the City Clerk for twenty-eight (28) days from the above date and may be inspected at the Clerk's office during regular business hours. Any person(s) objecting to this sale should make their objection known to the City Council within twenty-eight (28) days of the publication of this notice. After said twenty-eight (28) day period, the Council may take final action and sell said Property.

Dated: _____, 2025

Erica Eklov, City Clerk

**REAL ESTATE PURCHASE AGREEMENT BY AND BETWEEN
KALAMAZOO COUNTY GOVERNMENT
AND
THE CITY OF PORTAGE**

This Real Estate Purchase Agreement (Agreement) is made on _____, 2025, (Effective Date), by and between the City of Portage (Seller), whose address is 7900 South Westnedge Avenue, Portage, MI 49002, and Kalamazoo County Government (Purchaser), whose address is 201 West Kalamazoo Avenue, Kalamazoo, MI 49007.

RECITALS

WHEREAS, Seller owns real property and improvements commonly known as 9246 Portage Industrial Dr., Portage, MI 49024, and (the "Property"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property on the terms and conditions contained in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. ***Agreement for Purchase and Sale.*** Seller shall sell, transfer, and convey to Purchaser, and Purchaser shall purchase from Seller, subject to, and on the terms and conditions set forth in this Agreement, the following (collectively, the "Property"):

(a) Certain land situated in the City of Portage, Kalamazoo County, Michigan, and more particularly described as: PORTAGE INDUSTRIAL PARK CONDOMINIUM UNIT 8, together with the buildings and all other improvements of every kind and nature, all fixtures of every kind and nature located in or on the Land or the Buildings, or any such improvements and all appurtenances and hereditaments to the Land (collectively, the "Improvements"), being commonly known as 9246 Portage Industrial Dr., Portage, MI 49024.

(b) All of Seller's rights, title, and interest in and to all plans, specifications, drawings, and other architectural or engineering data relating to the Property (collectively, the "Plans")

(c) All warranties, guaranties, sureties, and indemnifications received by or inuring to the benefit of Seller in connection with the ownership, improvement, alteration, repair, restoration, replacement, maintenance, operation, or use of the Property or any portion of it (collectively, the "Warranties").

(d) All other claims and causes of action of Seller relating to the design, construction, maintenance, repair, restoration, replacement, improvement, use, damage, or destruction of the Property or any portion of it.

2. **Purchase Price.** The purchase price for the Property (Purchase Price) shall be six hundred thousand dollars and 0/100 (\$600,000.00), subject to adjustments and prorations set forth herein, payable in certified funds on the date of closing. The Purchase Price shall be paid as follows:

- (a) a deposit of sixty thousand dollars (\$60,000.00) shall be made on or before 10 days following the full execution of this Agreement by both parties. The deposit shall be placed into an escrow account with Devon Title Agency, located at 2415 South 11th Street, Suite 2, Kalamazoo, MI 49009. The parties acknowledge that the deposit shall be nonrefunded provided that Seller materially perform in accordance with this Agreement. Should Seller default as to its performance under this Agreement, and Purchaser elects to terminate this agreement as set forth in Section 8 below, the deposit shall be refunded to purchaser; and
- (b) The balance of the Purchase Price shall be paid at Closing.
- (c) It is the intent of this agreement to allow the City of Portage to use the storage space in perpetuity. Should Kalamazoo County sell or otherwise dispose of 9246 Portage Industrial Drive, or take any action to deprive the City of use of the storage space prior to December 31, 2031, the County shall compensate the City of Portage in the amount of \$145,000.
- (d) The City of Portage shall be provided with 24-hour access to the facility.

3. **Condition of Property.**

(a) Purchaser acknowledges that, except as otherwise set forth in this Agreement or in any of the Closing documents, Seller has not made, does not make, and specifically negates and disclaims any and all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology or structural elements, or foundations; (ii) the suitability of the Property for any or all of Purchaser's activities and uses; (iii) the compliance of or by the Property with any laws, codes, rules, ordinances, regulations, orders, decrees, or other requirement of any applicable governmental authority or body (collectively, the "Laws"), including, without limitation, compliance with any applicable zoning ordinance; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Property; (v) existence in, on, under, or over the Property of any Hazardous Materials (defined

below); or (vi) any other matter with respect to the Property. Additionally, no person acting on behalf of Seller is authorized to make, and by execution of this Agreement Purchaser acknowledges that no person has made, any representation, agreement, statement, warranty, guaranty, or promise regarding the Property, and no representation, warranty, agreement, guaranty, statement, or promise, if any, made by any person acting on behalf of Seller shall be valid or binding on Seller unless expressly set forth in this Agreement or in any of the Closing documents.

“Hazardous Materials” means any substance that is or contains (A) any “hazardous substance” as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended (42 USC 9601 et seq.), or any regulations promulgated under CERCLA; (B) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq.) or regulations promulgated under RCRA; (C) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC 2601 et seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos-containing materials in any form, whether friable or nonfriable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.

(b) Purchaser further acknowledges that having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and agrees to accept the Property and waive all objections or claims against Seller arising from or related to the Property or to any Hazardous Materials on the Property except for a breach of any representations or warranties set forth in this Agreement or any of the Closing documents. Purchaser further acknowledges that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of the information and makes no representations as to the accuracy, truthfulness, or completeness of the information.

(c) Easement. A well-known hiking trail traverses the Property. The Seller desires to retain the hiking trail by recording an easement across the Property. Seller, at Seller’s expense, shall provide a survey establishing the precise location of the hiking trail and a deed establishing an easement for use of the hiking trail across the Property. Seller retains the right to make improvements within the easement area that are conducive to the formal establishment of either a paved or unpaved pathway (at the Seller’s sole discretion). The easement area shall not exceed thirty (30) feet in width unless approved by Purchaser

(d) In exchange for sale of the facility at a lower price, Purchaser agrees to permit Seller a minimum of 1600 square feet for on-going city use as storage. Such use shall be permitted during any and all times in which the facility is owned by the

Purchaser. Other uses may be permitted subject to review and approval by the Purchaser.

4. **Prorations.** Any taxes and assessments that are a lien on the Real Property, or that otherwise relate to the Real Property and are due and payable as of Closing (other than the lien of general real estate taxes that are not due and payable as of Closing) shall be paid by Seller on or before Closing. Real estate taxes for the year in which the Closing occurs shall be prorated and adjusted between Seller and Purchaser as of Closing on a calendar-year basis. If the real estate taxes for the year cannot be determined as of Closing, the taxes shall be prorated as of Closing based on the real estate taxes payable with respect to the Real Property for the immediately preceding calendar year. Once the actual real estate taxes for the year in which the Closing occurs have been determined, the proration of the taxes shall be recalculated based on the actual taxes for the year, and the party owing the other an amount based on the recalculation shall promptly pay the same to the other party. The parties shall arrange for final readings of utility meters as of Closing and Seller shall pay at Closing final utility charges based on the readings. Any other charges for utilities or other services, materials, or labor furnished to or with respect to the Property (other than services, materials, or labor contracted for by Purchaser) before Closing shall be paid by Seller on or before Closing.

5. **Closing.** The parties have agreed that the Closing shall take place thirty (30) days after the signing of this Agreement.

(a) Seller shall:

(i) execute and deliver to Purchaser a transfer deed warranting against title defects arising by, through or under Seller (in the form customarily used for similar transactions in the State of Michigan) ("Deed") signed by Seller and acknowledged in accordance with the laws of the State of Michigan;

(ii) execute and/or deliver affidavits and other documents that may be reasonably required by Devon Title Insurance Company (Title Company) for the issuance of a title insurance policy pursuant to Title Insurance Commitment issued by the Title Company (Title Policy), except that any UCC, bankruptcy, or judgment lien searches or the like shall be done at the sole effort, cost, and expense of Purchaser;

(iii) cause the Title Company to be paid the premium for the issuance of the Title Policy;

(iv) pay the real estate transfer taxes imposed under Michigan law in connection with the recordation of the Deed;

(v) execute, at Purchaser's option, a Michigan Real Estate Transfer Tax Valuation Affidavit;

(vi) if applicable, execute and deliver to Purchaser an Affidavit of nonforeign status;

(vii) execute and deliver to Purchaser a bill of sale and assignment of any personal property to be assigned under this agreement;

(viii) deliver to Purchaser, to the extent within Seller's or its agent's possession or control, originals of all Plans and Warranties; and

(ix) deliver all keys to and exclusive possession of the Property to Purchaser, free and clear of the possessory rights of any person or entity and in the same condition as exists on the date of Purchaser's execution of this Agreement.

(b) Purchaser shall pay to Seller the Purchase Price, as set forth in Section 2.

(e) Seller and Purchaser shall execute a mutually acceptable Closing Statement.

6. **Possession of Property.** Purchaser shall take possession of the property as owner immediately upon Closing.

7. **Property Contracts.** Purchaser shall not be required to assume any service or other contracts of Seller at Closing, and any and all Property contracts of Seller (if any) shall, unless otherwise requested by Purchaser, be terminated by Seller, at Seller's expense, as of the Closing Date.

8. **Default and Remedies.**

(a) Prior to Closing, if Seller fails to materially perform in accordance with this Agreement, and no other remedy is prescribed for such failure, or if any representation or warranty of Seller in this Agreement is materially untrue when made or at Closing, Seller shall be in default. In the event of a default by Seller, Purchaser may, at its discretion, elect to either enforce the terms of or terminate this Agreement. If Purchaser elects to terminate this Agreement due to the default of Seller, any deposit paid by Purchaser or on Purchaser's behalf shall then become refundable, and Seller shall refund any and all deposit(s) to Purchaser. If Purchaser elects to enforce this Agreement, then Purchaser shall be entitled to an offset against the unpaid portion of the Purchase Price only to the extent of Purchaser's actual damages resulting from Seller's default.

Prior to Closing, if Purchaser fails to perform in accordance with this Agreement, or if any representation or warranty of Purchaser in this Agreement is materially untrue when made then Seller may seek specific performance or other damages, or may terminate this Agreement, retaining any deposit paid by Purchaser or on Purchaser's behalf.

- (b) After Closing any default by either party shall be governed by this Agreement or may be enforced in a court of law by the aggrieved party.

9. Representations and Warranties.

- (a) Seller warrants and represents to Purchaser that as of the date of this Agreement and at Closing:

(i) Seller has full power and authority to enter into this Agreement, to perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and all documents contemplated hereby by Seller have been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which Seller is a party. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally;

(ii) to Seller's actual knowledge, (A) the Property has not been used for the generation, storage, treatment, or disposal of Hazardous Materials, (B) no Hazardous Material is located in, on, or beneath the Property, including but not limited to any underground storage tanks, and (C) no underground storage tank was previously removed from the Property;

(iii) there are no outstanding rights of first refusal, rights of reverter or options to purchase, or similar rights or claims relating to the Property or any interest therein;

(iv) to Seller's actual knowledge, there is no pending or threatened litigation or proceeding relating to the Property or the operation or use of the Property, and there are no pending or threatened bankruptcy proceeding involving Seller;

(v) to Seller's actual knowledge, the Property is not, and Seller has not received any notice that the Property is, in violation of any federal, state, local, or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction relating to the Property or the operation or use of it;

(vi) Seller has not received any notice from any insurance carrier of any defects or inadequacies in the Property, which, if not corrected, could result in a cancellation of insurance coverage or a material increase in the cost of it;

(vii) there are no leases or contracts relating to the Property or the operation or use of it that will be binding on Purchaser or the Property subsequent to Closing;

(viii) Seller has delivered to Purchaser all Plans, Warranties, and other documents, instruments, records, studies, agreements, permits, reports, surveys, title policies and commitments, environmental studies, and any and all other reports and similar or related information in Seller's or its agent's actual possession that pertain to the Property or the operation and use of it; and

(ix) (A) Seller is a Michigan municipal corporation authorized and existing under the laws of the State of Michigan; (B) neither the execution of this Agreement nor the performance of Seller's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Seller is bound; and (C) the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller will not violate any order, writ, injunction, or decree of any court in any litigation to which Seller is a party or bound or violate any law.

(b) Purchaser represents and warrants to Seller as of the date of this Agreement and at Closing that

(i) Purchaser is a municipal corporation and political subdivision of the State of Michigan authorized and existing under the laws of the State of Michigan;

(ii) neither the execution of this Agreement by Purchaser nor the performance of Purchaser's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Purchaser is bound; and

(iii) the execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement by Purchaser is duly authorized and constitutes a valid and binding obligation of Purchaser, and will not violate any order, writ, injunction, or decree of any court and any litigation to which Purchaser is a party or bound or violate any law.

10. *Broker.* Seller and Purchaser each represent and warrant to the other that no broker has been engaged by either Party in connection with the transactions contemplated by this Agreement.

11. *Indemnification.* Seller and Purchaser shall each indemnify the other against any costs, claims, or expenses, including reasonable attorney fees, arising out of the breach of the foregoing representation by the indemnifying party. However, nothing in this Agreement should be construed as a waiver of any governmental immunity by the either party, its agencies, or its employees as provided by statute or court decisions.

The indemnification provision of this Section 11 shall survive the Closing or termination of this Agreement.

12. *Notice.* Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and the same shall be given and deemed to have been served and given when (a) delivered in person to the party to whom the notice is given, (b) placed in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested, or (c) deposited with a nationally recognized overnight courier service. The address of the parties for the purposes of this Agreement and for all notices under this Agreement shall be the address indicated in the introductory paragraph of this Agreement.

13. *Saturday, Sunday, or Legal Holiday.* Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls on a Saturday, Sunday, or legal holiday, the date of the determination or action shall be extended to the next business day.

14. *Entire Agreement.* This Agreement embodies the entire agreement of the parties and supersedes any prior or contemporaneous understandings or written or oral agreements between them concerning the Property. No variation, modification, or alteration of these terms shall be binding on either party unless set forth in an express and formal written amendment executed by all parties to this Agreement.

16. *Survival.* The representations and warranties of the parties contained in this Agreement shall survive the Closing for one year and shall not merge in the covenant deed or any of the other documents executed in connection with the Closing.

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

18. *Binding Effect.* All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

19. *Construction.* This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the parties.

20. *Attorney Fees.* In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party the reasonable attorney fees and other costs incurred by the prevailing party in connection with the litigation.

21. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together

shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party will be effective as an original.

The parties have executed this Agreement on the date listed on the first page.

Kalamazoo County:

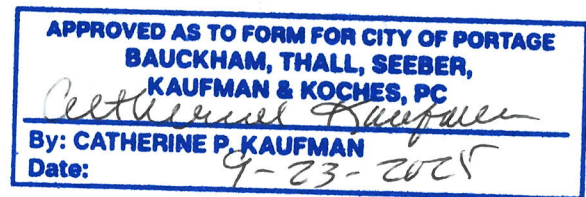
City of Portage:

Jennifer A. Strebs

[Typed name of authorized signer]

Its: _____
Chair, County Board of Commissioners

Its: _____
[Title of authorized signer]



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Bid Tabulation - Tree Planting and Maintenance

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Award a contract in the amount of \$182,517 to Twin Lakes Nursery, Inc., for the purchase of trees, planting and maintenance services in Celery Flats and Lexington Green Parks funded by the IRA Urban and Community Forestry Program grant, and authorize the City Manager to execute all documents related to this action on behalf of the city.

As a result of the May 7, 2024, tornado, there was an estimated loss of 48,000 trees citywide, with 15,000 lost in the grant area and 3,900 trees specifically lost in Celery Flats Park. Therefore, the City of Portage applied for tree planting funds through the Michigan Department of Natural Resources (MDNR) Urban and Community Forestry Inflation Reduction Act grant program and received \$150,000 effective October 1, 2024. The grant is effective for two years ending on September 1, 2026, and includes reimbursable expenses for a Forestry Plan in selected disadvantaged/underserved areas in the city; two community tree plantings; and tree purchases with planting and maintenance services.

A requirement of the grant is that the city prepare a forestry plan for disadvantaged areas in the city with a certified Forester which has been completed. Additionally, at least 250 trees must be planted, including a two-year watering and maintenance program to ensure establishment of the trees and a one-year replacement warranty.

A bid was released on September 3, 2025, through BidNet which matched and notified 362 contractors and a list of twenty-eight other nursery and landscape firms. Three bids were received and the lowest bidder, Twin Lakes Nursery, Inc., is recommended for the contract. The company is a certified Nursery Grower by the Michigan Department of Agriculture and has their Michigan Insect Pest and Plant Disease Act, Public Act 189, 1931 certificate.

It is recommended that City Council award a contract to Twin Lakes Nursery Inc. in the amount of \$182,517 for the purchase of 250 trees, planting and maintenance in Celery Flats and Lexington Green Parks, and authorize the City Manager to execute all documents related to these actions on behalf of the city.

FUNDING: Funds from the IRA Urban and Community Forestry grant and FY 25/26 CIP funds will support this project.

Attachments: 1. Bid Tab_2025 RFB Tree Planting-Celery Flats

2025 RFB TREE PLANTING PROJECT - CELERY FLATS
TREE PLANTING & MAINTENANCE SERVICES
BID TABULATION
BID OPENING ON SEPTEMBER 17, 2025 AT 12PM

Twin Lake Nursey 3680 Michigan N.E Grand Rapids, Michigan 49525	\$ 182,517.00
D&J Landscape Management LLC 5855 N. Michigan Rd. Dimondale, Michigan 48821	\$ 197,361.00
Lawn Boys Inc. 62511 M-43 Hwy Bangor, Michigan 49013	\$ 226,000.00

Opened by: Justin Williams
Justin Williams, Purchasing Manager

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Police In-car Computer Replacement - Cooperative Purchasing Contract

SUPPORTING PERSONNEL: Nicholas Arnold, Director of Public Safety - Police / Fire Chief
Devin Mackinder, Director of Technology Services

ACTION RECOMMENDED: Approve the purchase of Panasonic Toughbook computers, docking stations, and power supplies from Baycom in the amount of \$137,818.00, and authorize the City Manager to execute all necessary documents on behalf of the city.

The Portage Department of Public Safety – Police Division currently utilizes in-car laptops operating on the Windows 10 platform. As Microsoft support for Windows 10 ends on October 14, 2025, these devices have reached the end of their useful life and must be replaced to maintain functionality, security, and compliance.

In coordination with Technology Services, the Police Division evaluated available options and identified the Panasonic Toughbook line as the most suitable replacement hardware. Technology Services secured a quote from Baycom, an authorized vendor under a cooperative purchasing agreement with Sourcewell, which the City of Portage has previously accepted and utilized.

The replacement requires 34 Panasonic Toughbook computers, docking stations, and power supplies under GSA Contract #47QTCA19D00MM and Sourcewell Contract #090122-PNA, at a total cost of \$137,818.00.

It is recommended that City Council approve the purchase of Panasonic Toughbook computers, docking stations, and power supplies from Baycom in the amount of \$137,818.00, and authorize the City Manager to execute all necessary documents on behalf of the city.

FUNDING: Funding for this expenditure is available in the FY 2025-26 Capital Improvement Program budget for In-car Computer Replacement.

Attachments: 1. BAYCOM Quote



A Lifeline in the
Moments that Matter

Kate Premo
2040 Radisson St
Green Bay, WI 54302
Phone: 414-458-8828
kpremo@baycominc.com

City of Portage
Tony Skidmore
7900 S. Westnedge Ave
Portage, MI 49002
269-324-9262
skidmoret@portagemi.gov

QUOTE NO. KP916.3

9/16/2025

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

Pricing Valid for 30 days

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
GSA Contract # 47QTCA19D00MM Sourcewell Contract #090122-PNA			
34	Panasonic Toughbook FZ-55 Intel Core i7-1370P Processor 32GB SDRAM 1TB SSD OPAL 14" Full HD LED Gloved Touch Display Microphone and 2MP Webcam Wi-Fi 6E, Bluetooth Windows 11 Pro Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Parts & Labor Warranty	\$ 2,886.50	\$98,141.00
34	2 Year Public Sector Warranty Extension, Years 4 & 5	\$ 270.00	\$9,180.00
34	5 Year Smart Battery Warranty with Battery Monitoring & Replacement Service	\$ 168.50	\$5,729.00
32	Havis FZ-55 Vehicle Docking Station with Power Supply	\$ 774.00	\$24,768.00
EQUIPMENT COST:			\$137,818.00
SHIPPING:			\$0.00
TAX:			Exempt
TOTAL:			\$137,818.00

Payment Terms: Net 30 Days

We impose a surcharge of 2% on credit card purchases over

\$1,000.00 which is not greater than our cost of acceptance.

Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions (<http://terms.baycominc.com>)

Approved By: _____ / _____
 AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.

If You Have Any Questions, Please Contact Kate Premo at 414-458-8828



TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: KNHS Agreement for an Employer-Assisted Housing Program

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Approve the agreement with Kalamazoo Neighborhood Housing Services for an Employer-Assisted Housing Program and authorize the City Manager to execute all documents related to this action on behalf of the city.

In 2024, Kalamazoo County awarded a grant from its Homes for All millage that was submitted by Kalamazoo Neighborhood Housing Services (KNHS) in conjunction with the City of Portage, the City of Kalamazoo and Kalamazoo County. Under the grant, KNHS will administer a creative public-private-non-profit partnership opportunity to support first-time homeowners and homeowners with down payment assistance and/or critical repair needs while assisting employers with recruitment and retention.

The City of Portage is part of the consortium of governments that jointly developed this partnership to allow employers to provide down payment assistance to their employees to live in the area. The City of Portage plans to participate financially to match the Housing For All funds to encourage its employees to live in the City of Portage. The opportunity to leverage municipalities' funds with county funds will help enable the City of Portage to join with the City of Kalamazoo and Kalamazoo County to support this program. Kalamazoo County approved this agreement to implement the program for its employees earlier this month. After the launch with public employers, with the involvement of Southwest Michigan First, the intent is to provide a unified incentive program approach that includes private sector employers and employees.

KNHS is a long-standing organization in the community that is well-equipped to lead this program on behalf of the consortium. The City of Portage partnered in 2023 with KNHS to build in-fill housing in Portage and provide new affordable housing opportunities on Oakland Drive. Since the early 2000s, the City of Kalamazoo has worked with KNHS to operate a homeownership assistance program for its employees, Home Ownership for Public Employees (HOPE). KNHS provides our community with invaluable support and assistance with homeownership and strengthens our neighborhoods in the process. Their skilled and passionate staff are focused on helping clients become financially stable, ready to buy a home and to experience successful homeownership. This project complements the capacity and strengths of KNHS and helps to fill a critical need in our community.

In discussion with the city's housing and human resources staff, it was agreed that the plan for the city's program would be to initially offer the down payment assistance as the only option to City of Portage employees. This new employee benefit will serve as a retention incentive. It will also encourage more employees to live within the city borders, as only approximately one-third of employees are current

Portage residents. The down payment assistance for each employee is a maximum of \$20,000 per person, but the level of assistance is dependent on need. In addition, employees must have an income no greater than 120% of the Area Median Income to qualify.

It is therefore recommended that City Council approve the agreement with Kalamazoo Neighborhood Housing Services for an Employer-Assisted Housing Program and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: The City of Portage has budgeted its \$50,000 commitment in the Human Resources Department. The County millage will match the City's commitment.

Attachments: 1. KNHS Downpayment Assistance agreement - Approved to Form

Agreement Between Kalamazoo Neighborhood Housing Service (KNHS) and the City of Portage For Employer-Assisted Housing Program

This Agreement is made and entered into on this ____ day of _____, 2025, by and between the City of Portage ("Employer") and Kalamazoo Neighborhood Housing Services ("KNHS"), located at 1219 S. Park Street, Kalamazoo, MI 49007. This Agreement establishes the terms and conditions for the implementation and administration of the KNHS Your Home Initiative (KYHI), an employer-assisted housing program that provides down-payment assistance and/or funding for critical home repairs. This program operates on a 1:1 match basis, with matching funds provided by the Kalamazoo County Housing for All millage.

1. Purpose

The City of Portage engages KNHS to provide services that assist qualified City employees in purchasing a home or conducting critical home repairs on their primary residence within the City of Portage. KNHS agrees to administer these services in accordance with the terms outlined in this Agreement.

2. Term and Termination

This Agreement remains in effect until the allocated funding is exhausted. Either party may terminate this Agreement by providing 90 days' written notice. Termination does not affect any obligations or liabilities accrued prior to the termination date.

3. Program Administration

KNHS will administer the KYHI program under the following conditions:

- a) **Funding Allocation:** The Employer designates **\$50,000** in the first year for home purchases and/or critical home repairs. These funds will be matched 1:1 by the Kalamazoo County Housing for All millage, providing a total program fund of **\$100,000** for the initial year. Future funding allocations will be determined based on program performance and availability of resources.
- b) **Program Promotion:** The Employer will publish and distribute informational materials and provide opportunities for KNHS to promote the program to employees. The Employer agrees to use the KNHS and KYHI logos in promotional materials and to credit KNHS and the Kalamazoo County Housing for All millage, along with the Employer, in all marketing efforts.
- c) **Financial Education Requirement:**
 - o Employees seeking KYHI funds for critical home repairs agree to participate in financial capability education and coaching as determined by KNHS. This requirement will be administered at the discretion of KNHS' HUD-certified homeownership coaches and/or lending specialists and must be completed before receiving assistance.
 - o Employees interested in receiving funds from the KYHI program for down-payment assistance agree to participate in and complete homebuyer education and coaching provided by KNHS, a HUD-certified housing counseling agency, prior to receiving assistance.

- d) **Policy Development:** KNHS, in consultation with the Employer, has discretion to implement written policies regarding program timelines, financing arrangements, mortgage subordination, and other administrative matters.
- e) **Future Funding:** When additional funding becomes available, the Employer will notify KNHS of the allocation. Matching funds provided by the Kalamazoo County Housing for All Millage will be available on a first-come, first-served basis.
- f) **Compliance Monitoring:** KNHS will monitor participating employees to ensure continued residence in the assisted property. The Employer will provide reasonable assistance in enforcing compliance.
- g) **Repair Approval:** KNHS has discretion to determine whether a proposed repair meets program criteria, including necessity, neighborhood impact, compliance with building codes, contractor licensing, and cost reasonability.
- h) **Assistance Cap:** No single employee may receive more than \$20,000 in financial assistance from the KYHI program for down payment assistance (DPA) and/or critical home repair (CHR) loans.

4. Employee Eligibility and Selection

The Employer shall establish and define the eligibility criteria for employees seeking to participate in the KYHI program.

Employee Eligibility, as determined by the Employer, shall include:

- a) Regular full-time and part-time employees are eligible to participate in the Critical Home Repair Loan program one year after hire.
- b) Regular full-time and part-time employees are eligible to participate in the Down Payment Assistance Program immediately upon hire.
- c) Household income must be at or below 120% of Area Median Income (AMI).
- d) Employee has not received a loan or down payment assistance from the City of Portage KYHI program fund within the preceding twelve (12) months. Exceptions may be made at the employer's discretion for repair projects that address accessibility concerns.

Selection Process: Employees interested in the KYHI program must submit an application to KNHS.

- a) KNHS will verify eligibility by consulting with the Employer, which holds sole discretion in determining an employee's eligibility for program participation. The Employer may elect to allow employees to participate in either the downpayment assistance or the critical home repair assistance or both.
- b) Once eligibility is confirmed, KNHS has exclusive authority to determine which employees qualify for financial assistance, whether the selected home meets funding criteria, and whether repair projects qualify under program guidelines.

5. Critical Home Repair Loan Terms and Repayment

The KYHI program is designed to encourage long-term homeownership among Portage employees by providing financial assistance through structured loan programs. Critical home repair loans are tailored to fit the employee's budget, featuring below-prime interest rates and flexible repayment terms determined solely by KNHS. Loan terms include:

- a) Critical home repair is defined in this agreement as roof, windows, siding, HVAC, health, safety, and accessibility.
- b) Loans shall not exceed a 15-year term, with specific deferment periods as determined by the Agreement.
- c) These loans will hold a subordinate position to the employee's primary mortgage, if applicable.
- d) Employees must maintain the home as their primary residence until the time that the Loan has been paid in full. If the home is not maintained as a primary residence, the Employer will require immediate repayment of the loan in full.
- e) Any refinancing of the home may, at KNHS's discretion, trigger full repayment of the loan.
- f) If the employee vacates the property before the required period, the outstanding balance of the loan must be repaid in full.
- g) Employees who leave their job but continue residing in the home will not be subject to accelerated repayment.
- h) Any acceleration requirements shall be fully explained to all applicants by KNHS, and shall be incorporated into all relevant loan documents.
- i) A percentage of the loan may be eligible for forgiveness based on the employee's household income, as determined at the time of the loan application. Forgiveness shall be contingent upon compliance with all residency requirements and other conditions set forth in this Agreement.
 - a. Households earning at or below 40% AMI: 100% of the loan shall be forgivable.
 - b. Households earning 41-60% AMI: 80% of the loan shall be forgivable; the remaining 20% shall be repayable.
 - c. Households earning 61-80% AMI: 50% of the loan shall be forgivable; the remaining 50% shall be repayable.
 - d. Households earning 81%-120%: 100% of the loan shall be repayable.

6. Down Payment Assistance

The Down Payment Assistance (DPA) program is designed to support employee attraction and retention by making homeownership more accessible for individuals who work in the City of Portage.

- a. DPA will be awarded based on financial need and subject to program funding availability.
- b. Assistance will be provided as a 100% forgivable loan/grant secured by a deed restriction. Employees who comply with the terms of the deed restriction will have their loan forgiven.
- c. The duration of the deed restriction will be determined by the amount of assistance provided with a minimum of five (5) years and a maximum of fifteen (15) years.
- d. Employees must occupy the home as their primary residence for the duration of the deed restriction. Failure to comply may result in the obligation to repay the assistance in full.

7. Repayment and Fund Management.

Employees are obligated to repay KYHI program benefits as set forth in the deed restriction documents. If an employee sells or refinances the home or no longer occupies it as their principal residence before residency requirements are fulfilled, or otherwise fails to meet the terms of their agreement, KNHS will take necessary steps to recover outstanding amounts.

In cases of non-payment, all loan modifications, forbearance, or fund losses must be authorized by the City of Portage City Manager.

Loan repayments received by KNHS will be maintained as a separate revolving loan fund for future City of Portage KYHI participants.

If this Agreement is terminated, any remaining funds held by KNHS will be Returned to the Employer.

8. Auditing and Reporting

KNHS will include the KYHI account in its annual external audit and provide copies of any audits to the Employer within seven days of receipt. The Employer has the right to review all financial records related to its allocated portion of the KYHI fund and may conduct audits with reasonable notice.

KNHS will provide the Employer with bi-annual reports on KYHI program activities, which will include the following:

- a) Aggregate data on the program and its participants, including household demographics, Area Median Income (AMI), and the zip-code for the property associated with the DPA and/or CHRL.
- b) Fund usage, and distribution. Including individual benefit amounts, date of benefit, administrative fee and addresses associated with benefit for each draw down of the fund.
- c) Names of Employee participants with current loans and/or DPA deed restrictions

Upon receipt of the report, the Employer shall notify KNHS of any changes of employment that would impact DPA deed restrictions.

Employee financial records shall remain confidential unless explicit permission is granted by the employee.

9. Compensation for Administration

The Employer agrees to compensate KNHS with an administrative fee equal to ten percent (10%) of the total amount of direct financial assistance provided to each employee.

The Employer will distribute the initial program funds to KNHS in a single lump sum payment. Bi-annual reporting on draw-downs, as detailed in Section 8- Auditing and Reporting, must include the employee's name, benefit amount, property address, date of benefit, and administrative fee. This compensation structure applies to any renewal of this Agreement unless modified by mutual agreement.

10. Tax Liability

Except for any taxes on the compensation paid directly to it under the terms of this agreement, KNHS shall have no responsibility of any taxes related to its administration of the KYHI program. Any tax related to the provision of benefits under the KYHI program shall be the responsibility of City of Portage and/or participating employees.

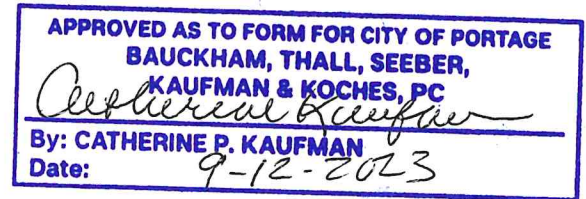
11. General Provisions

1. The City acknowledges the risks associated with holding a junior mortgage position.
2. KNHS will take necessary steps to ensure compliance with program requirements.
3. Any amendments to this Agreement must be in writing and signed by both parties.

Signatures

City of Portage

Signature: _____
Printed Name: _____
Title: _____
Date: _____



Kalamazoo Neighborhood Housing Services

Signature: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED BY THE CITY OF PORTLAND
BAILLIE & CO. INC.
RAULMAN & KOCKER INC.
BY THE CITY OF PORTLAND
CITY

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Proposed Shared Emergency Management Staff Person

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer
Nicholas Arnold, Director of Public Safety - Police / Fire Chief

ACTION RECOMMENDED: Schedule a Committee of the Whole Meeting for Tuesday, October 21, 2025, at 5:00 p.m. to review, discuss and potentially take action on a proposed agreement for the provision of an emergency management staff person to be shared evenly between the City of Portage and Kalamazoo County.

The tornado of May 7, 2024, marked a major historic moment in the City of Portage. The worldwide increase in the frequency and severity of storms passed directly through our backyard. While our response to this catastrophic event was exceptional, it demonstrated the need for ongoing emergency management disaster planning and preparedness. To this end, we did account for and, last year, posted an opening for a part-time emergency management coordinator. Unfortunately, no viable applications were received.

Since that time, city staff have been in discussions with the Kalamazoo County Emergency Management Director, Brandi Janes, along with the County Administrator, Dr. Kevin Catlin. Dr. Catlin approached the City out of recognition that we had a vacancy in emergency management and a discussion on collaboration and partnership ensued. It was noted that filling a full-time position with a qualified individual would be easier to accomplish than filling a part-time role. Given their needs and ours, a proposal has been put together for the City of Portage to fund ½ of a Kalamazoo County Emergency Management Specialist. The first year cost to the City of Portage of the proposed Agreement would be approximately \$40,000. Kalamazoo County would be responsible for payroll, benefits, etc. for this position. This employee would spend half of their time working on matters of concern to the City or Portage and the other half on those of the county-at-large. To support this, we are confident that we can work with the county to ensure adequate tracking and time management. A joint agreement for the employment of an Emergency Management Specialist has been created and is attached to this item. Should it prove necessary, either party can terminate the agreement with notice.

A shared employee with Kalamazoo County would be a first for the City of Portage and there are certain to be questions and concerns. To address these, City Administration is proposing a Committee of the Whole Meeting for Tuesday, October 21, 2025, at 5:00 p.m. to review and discuss the potential agreement.

FUNDING: Funds for the provision of a part-time emergency management staff person were included in the FY 2025-26 Budget.

Attachments: 1. Emergency Management Specialist Agreement 9.11.25

**AGREEMENT BETWEEN THE COUNTY OF KALAMAZOO AND THE CITY OF
PORTAGE REGARDING EMPLOYMENT OF AN EMERGENCY MANAGEMENT
SPECIALIST**

THIS AGREEMENT is made and entered into by and between the COUNTY OF KALAMAZOO, MICHIGAN, a municipal corporation and political subdivision of the State of Michigan ("County") and the CITY OF PORTAGE, a Michigan municipal corporation ("City") (collectively, the "Parties").

RECITALS

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.1) authorizes municipal corporations to join in the performance of any service which each could perform separately; and

WHEREAS, Both the County and City have need for an Emergency Management Specialist to be created and located within the City of Portage and therefore, enter into this cooperative agreement ("Agreement") in which the County shall provide to City an Emergency Management Specialist; and

WHEREAS, The City will compensate the County for its use of an Emergency Management Specialist.

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

AGREEMENT

1. The County has agreed to create the position of Emergency Management Specialist, which shall report to the County's Director of Emergency Management. This position will be a full time County position but shall perform services for the City on a half-time basis.
2. The Emergency Management Specialist, shall possess the following skills and experience and shall perform the following services set forth in Exhibit A.
3. For the performance of the services set forth in Exhibit A, the County agrees to invoice the City annually on or around July first of each participating year. Such invoices may be pro-rated due to any period of vacancy. The City agrees to compensate the County one half of the costs and expenses associated with the operations of this position. Cost and expenses shall include, but are not limited to the salary, benefits and workers' compensation insurance coverage, associated with the position of Emergency Management Specialist. Payment will be made within thirty (30) days of the receipt of the invoice.
4. In carrying out the terms of this Agreement, the parties will adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties, as required by law and/or policies of either the County or the City will not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender

identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant will be regarded as a material breach of this Agreement.

5. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
6. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the Parties hereto.
7. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the Parties hereto.
8. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the Parties hereto and any prior agreements will be null and void.
9. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision will be null and void, and any such invalidity or unenforceability will not affect the validity or enforceability of the remainder of this Agreement. It will be considered to be deleted, and the remainder of this Agreement will not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement will be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
10. This Agreement will be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes will be in Michigan Courts whose jurisdiction and venue will be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action will be the Federal Judicial District of Michigan, Western District, Southern Division.
11. This Agreement will continue until one of the Parties hereto delivers a written notice to the other Party of their intent to terminate this Agreement; ninety (90) days after delivery of such written notice, this Agreement will end and be null and void thereafter.

12. IN WITNESS WHEREOF, the authorized representatives of the Parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said Parties and that this Agreement has been authorized by said Parties.

COUNTY OF KALAMAZOO

CITY OF PORTAGE

Jennifer A. Strebs, Chairperson
Kalamazoo County Board of Commissioners

Pat McGinnis, City Manager
City of Portage, MI

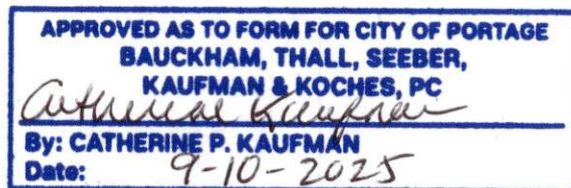




EXHIBIT A

Kalamazoo County Government

Job Description

Position Title:	Emergency Management Specialist	Position Number:	
Department:	Administration – Emergency Mgt.	Job Code:	Category A
FLSA Status:	Non-Exempt	Creation Date:	
Pay Grade:	107	Last Segal Evaluation Date:	
Reports to:	10578 – Director – Emergency Management	Last Revision Date:	

GENERAL SUMMARY

The purpose of this job is to support and assist the Director – Emergency Management in all-hazard emergency planning, preparedness, and operational resiliency. Update County and local emergency operation planning and ensure the operational readiness of the County emergency communications and warning systems. Develop relationships with supporting agencies to facilitate better operations in response to emergencies and disasters. This position will be assigned part-time dedication to the City of Portage's Emergency Management program.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Maintain effective contact with City of Portage officials and staff to ensure development and maintenance of the City's emergency management program.
- Apply all essential duties and responsibilities listed herein to the City of Portage's emergency management program.
- Maintain awareness of new developments in the field of emergency management; incorporate new developments as appropriate into programs and plans. Develop and maintain detailed resource documents to ensure continuity of government.
- Differentiate the major components of a hazards approach to Emergency Management and apply them to plans and procedures.
- Provide strategic advice with expertise in alert and warning functions with specifications in IPAWS training, tests, and exercises.
- Ensure policies, practices, and procedures are up to date, understood, and followed by staff and stakeholders.
- Facilitate various committees addressing mitigation activities, pre-incident planning, and training to support the emergency management mission.



Kalamazoo County Government

Job Description

Position Title:	Emergency Management Specialist	Position Number:	
Department:	Administration – Emergency Mgt.	Job Code:	Category A
FLSA Status:	Non-Exempt	Creation Date:	
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Reports to:	10578 – Director – Emergency Management	Last Revision Date:	

- Enhance community awareness by speaking to various community groups, government organizations, and educational faculty members. Conduct training programs with these organizations to reinforce the emergency management and planning mission.
- Ensure operational readiness of the County Emergency Operations Center (EOC), and coordinate maintenance of subordinate Emergency Coordination Centers (ECC) throughout the County, their operational technology systems, and the emergency communications and community warning systems within the centers.
- Oversee the maintenance of emergency operations equipment such as response vehicles, trailers, generators, and support equipment to ensure a constant state of readiness.
- Act on behalf of the Lieutenant/OEM in their absence.
- Perform related work as required

** It is expected that the employee can perform these functions on a regular and recurring basis.*

NOTE: This is not an all-inclusive list of the total scope of duties to be performed.

MINIMUM QUALIFICATIONS

Required Education and Experience

- At least two years of relevant college-level course work or an Associate's degree from an accredited college or university in Business, Public Administration, and Emergency Management, or a related field
- 1 to 3 years of related work experience, such as Emergency Management and Preparedness, public relations, customer development, or public/private partnership development
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge, and abilities

Required Licenses or Certifications

- Michigan Professional Emergency Manager Certification to be obtained within two (2) years of hire
- Valid Michigan Driver's License



Kalamazoo County Government Job Description

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COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- English grammar, spelling, punctuation
- Principles and practices of basic bookkeeping
- Modern office procedures, methods, and computer equipment
- Transmission, broadcasting, switching, control, and operation of telecommunications systems
- Relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions
- Laws, legal codes, precedents, government regulations, executive orders, agency rules, and the political process

Skill in:

- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Assigning, prioritizing, monitoring, and reviewing work assignments
- Complex problem solving
- Critical thinking

Ability to:

- Meet schedules and deadlines for the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries



Kalamazoo County Government Job Description

Position Title:	Emergency Management Specialist	Position Number:	
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- Maintain certifications as required for effective emergency management and domestic preparedness knowledge and credibility
- Conduct meetings, conduct training classes, and supervise volunteers as assigned
- Use logic and reason to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.

WORK ENVIRONMENT/CONDITIONS

The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			X
Outdoor environment		X	
Street environment (near moving traffic)		X	
Confined space	X		
Vehicle		X	
Shop environment	X		
In the community (homes, businesses, etc.)		X	
Correctional facility, detention center, or jail		X	
Clinical healthcare environment	X		
Other: Click or tap here to enter text.			



Kalamazoo County Government Job Description

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Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are hostile or irate		X	
Individuals with known violent backgrounds	X		
Extreme cold (<i>below 32 degrees</i>)		X	
Extreme heat (<i>above 100 degrees</i>)		X	
Communicable diseases		X	
Moving mechanical parts	X		
Fumes or airborne particles	X		
Toxic or caustic chemicals, substances, or waste	X		
Loud noises (<i>85+ decibels</i>)	X		
Other: Click or tap here to enter text.			

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Heavy:** The position involves heavy physical demands, such as exerting up to 100 lbs. of force occasionally, and/or up to 50 lbs. of force frequently, and/or up to 20 lbs. of force constantly to move objects.

DIRECT REPORTS

- No direct reports

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Preferred Developer Agreement with Dynasty Management, LLC for the redevelopment of 7716 South Westnedge Avenue

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Approve the Preferred Developer Agreement with Dynasty Management LLC for a due diligence period of six months to redevelop 7716 South Westnedge Avenue as a mixed-use project and authorize the City Manager to execute all documents related to this action on behalf of the city.

Earlier this year, the City Council authorized the purchase of 7716 South Westnedge Avenue, the site of the former Panda Dynasty restaurant. The property had been listed for sale intermittently over the last decade. The building, which dates back to the 1980s, is in a state of disrepair that makes reuse impossible. The site was previously the location of a gas station and auto repair shop, and there are remnants of contamination that complicate redevelopment of the site.

The site is in a very visible location in the middle of the City Centre, right next to the Public Safety Department and across South Westnedge Avenue from Liberty Park. The city purchased the property with the intent of adding a multi-user path across the site and facilitating construction of a private development that would fulfill the goals of enhancing the City Centre.

In May, the city issued a request for letters of interest to more than 20 developers, real estate professionals, and others who the city thought may have an interest in redeveloping this location. Two proposals were received. One was from a local developer for a small drive-thru coffee shop, and the other was from a local development team operating as Dynasty Management, LLC. This three-person team consists of three individuals who were or are Portage residents and have worked on other development projects in Portage and around southwestern Michigan (see Exhibit 1). The city's Chief Development Officer and Director of Economic Development & Housing met with both groups, asked questions about the proposals, and analyzed the alternatives.

The recommended development team is Dynasty Management, which proposes to construct a three-story mixed-use building with approximately 30 units of housing and ground-floor commercial space, while allowing an easement along the east side of Portage Creek. Dynasty Management's proposed payment for the land would fully reimburse the city for its purchase costs. In exchange for use of part of the city's adjacent vacant parcel to the south of the Panda Dynasty site, Dynasty Management proposes to allow the city to retain the large part of the 7716 South Westnedge Avenue parcel to the west of Portage Creek. Staff believes this redevelopment project is consistent with the goals of the city's Master Plan for the City Centre Subarea for adding pedestrian-oriented mixed-use projects.

Moving forward, the approach is to establish a preferred developer agreement with Dynasty Management, LLC. The proposed agreement allows for a six-month due diligence period for both parties to assess the feasibility and obtain the approvals necessary to proceed with the project. Over the next six months, the city and Dynasty Management will work to develop an updated conceptual site plan that does not use the Public Safety Department driveway and obtain zoning and site plan approvals. The city will also work to create a brownfield plan and redevelopment agreement for the site, given the remnants of contamination that the city's environmental studies have assessed. The agreement also calls for Dynasty Management, upon execution of this agreement, to provide the city with \$10,000 to be placed in escrow and for the city to use to offset any outside expenses it may incur during the due diligence period. In return, the city agrees not to market the site to anyone else and to work in good faith with the developer.

The first step in the due diligence process would be to finalize a conceptual plan for the site. The project would be based on Concept 2 in the Dynasty Development proposal, but would need to rework the location of the building closer to the sidewalk and to keep the project driveway separate from the Public Safety Department driveway. At the end of the due diligence process, the objective would be to have an approved brownfield redevelopment agreement that spells out all the terms of the agreement, the timing of the sale of the property and the obligations for the construction of the project.

It is therefore recommended that City Council approve the Preferred Developer Agreement with Dynasty Management LLC for a due diligence period of six months to redevelop 7716 South Westnedge Avenue as a mixed-use project and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: The developer is required to pay \$10,000 into an escrow account of the city to reimburse any outside costs incurred by the city in review of the proposed development during the proposed six-month due diligence period.

Attachments:

1. Dynasty Development Preferred Developer Agreement - Approved to Form
2. Portage Letter of Interest - Dynasty Development - Exhibit A
3. Dynasty Agreement Exhibit B

PREFERRED DEVELOPER AGREEMENT

This Preferred Developer Agreement (this “Agreement”) is executed as of this _____ day of _____, 2025, by and between the CITY OF PORTAGE, a Michigan municipal corporation (the “City”), and Dynasty Development, L.L.C., a Michigan limited liability company (“Dynasty Development”).

The circumstances underlying the execution of this Agreement are as follows:

A. The City is the owner of 7716 S. Westnedge, as more particularly described in the Request for Letter of Interest referred to below.

B. 7716 S. Westnedge is the site of several former business operations in the City Centre Subarea, a crucial retail and business area within the City.

C. As part of its ongoing efforts to revitalize the City in general and the City Centre Subarea in particular, in 2025 the City promulgated a Request for a Letter of Interest. The Request for a Letter of Interest is sometimes referred to in this Agreement as the “Request.”

D. In response to the City’s Request, Dane Davis, on behalf of Dynasty Development, submitted a letter of interest with proposal dated June 23, 2025 (attached as Exhibit A), and subsequently submitted additional information with respect to such proposal (the “Proposal”.) The Proposal contemplates the construction of a mixed-use development with multiple housing units and ground floor retail, and the installation of certain multiuse path, streetscape, utility and infrastructure improvements.

E. The City has selected Dynasty Development, L.L.C. as the Preferred Developer to go forward with the development of the proposed development for all, or portions of, 7716 S. Westnedge and a portion of 7810 Shaver Road north of the northernmost driveway (see shaded map area – Exhibit B). The proposed area for development is sometimes referred to in this Agreement as the “Property”.

F. The City and Dynasty Development wish to confirm the designation of Dynasty Development, L.L.C. as the Preferred Developer, to provide a process for certain due diligence activities, and to establish a framework for the negotiation and execution of a definitive agreement (the “Brownfield Redevelopment Agreement”) that will govern the respective rights and obligations of the parties with respect to the development of the Property.

NOW THEREFORE, the parties agree as follows:

1. Term; Designation. Subject to extension under Section 6(b) below, the term of this Agreement shall be a period of six (6) months from the date of mutual execution of this Agreement (the “Term”). The City hereby designates Dynasty Development, L.L.C. as the Preferred Developer of the Property for the Term.

2. Exclusivity. During the period for which Dynasty Development, L.L.C. has been designated the Preferred Developer, the City agrees that, with respect to third parties:

- (a) It will not sell, exchange, or otherwise transfer the Property, or enter into any agreement to do so.
- (b) It will not grant an easement, lease, license or other interest with respect to the Property that is not revocable at the City's option on 30 days or less notice.
- (c) It will not elicit or consider proposals for the development of the Property from any other party.
- (d) It will not undertake any other act that will materially impair the condition or suitability of the Property for development as contemplated in the Dynasty Development Proposal.

3. Due Diligence Activities. During the Term of this Agreement, the parties will perform due diligence activities with respect to the Property in order that they may:

- (a) Verify that title to the Property is suitable for development as contemplated by the Dynasty Development Proposal.
- (b) Verify that the soil conditions, environmental conditions and other geotechnical parameters of the Property are suitable for development as contemplated in the Dynasty Development Proposal.
- (c) Review and refine the scope, design, and the projected costs of the public and private improvements reflected in the Dynasty Development Proposal, and consider making such mutually acceptable changes or refinements to the improvements as may be appropriate to enhance the functionality, desirability, and value of the improvements, to address any necessary environmental remediation determined necessary to accommodate the Dynasty Development Proposal, and/or to minimize the costs of the improvements.
- (d) Verify the economic feasibility of the Dynasty Development Proposal in light of current economic conditions, including preparing a retail market analysis and a housing market analysis as may be deemed necessary, preparing up-to-date projections regarding rents, and consider making such mutually acceptable changes or refinements to the Proposal as are necessary to ensure feasibility of the overall project.
- (e) Determine financing for the Proposal, including developing a Redevelopment Agreement for execution by both parties prior to the expiration of this Agreement.

The costs of such activities shall be paid or allocated as provided in Paragraph 4, 5 and 10 (c) below.

4. City Responsibilities.

(a) City will be responsible for providing to Dynasty Development, L.L.C. a title insurance commitment for the Property from a title insurance company and in an amount that is reasonably acceptable to Dynasty Development. The commitment shall be accompanied by legible copies of all exceptions noted therein and shall include such endorsements as Dynasty Development may reasonably request.

(b) City may hire a consultant, to assess the financial viability of the proposed development, review the pro forma, review the independent housing study provided by Dynasty Development, assess the adequacy of financial resources of the development team, and evaluate and make recommendations on proposed development terms. Dynasty Development will reasonably cooperate in providing information to such consultant. The City agrees to keep such information confidential in accordance with law.

(c) City may hire a consultant to review Dynasty Development's traffic analysis.

(d) City shall retain a responsible environmental firm to perform a Phase 1, Phase 2 Environmental Site Assessment, and/or Baseline Environmental Assessment to determine the suitability of the Property from an environmental perspective.

The City shall provide copies of the work product described in subparagraphs 4(a, c, and d) to Dynasty Development within five (5) business days after receipt thereof.

5. Dynasty Development Responsibilities.

(a) Dynasty Development may retain an engineering firm to perform activities such soil boring tests, geotechnical tests and like due diligence activities with respect to the Property.

(b) Any reports described in subparagraphs (5a) or (5b) shall be addressed to both the City and Dynasty Development.

- (c) Dynasty Development shall contract for and deliver to the City any marketing study required by the financing process of a financial institution that demonstrates the potential for success of a mixed-use development in this location.
- (d) Dynasty Development shall hire a civil engineer to review and make recommendations regarding ingress and egress to the site, as well as assess and make recommendations regarding impacts of traffic generated by the development.
- (e) Dynasty Development shall explore the physical and financial viability and desirability of placing a portion of the development on part of the adjacent parcel to the south but not including the northernmost driveway, while also maintaining a pedestrian sidewalk.
- (f) Dynasty Development shall work with the City to develop a mutually acceptable preliminary design based on Mixed Use Concept 2/ Option 2 as included in the Proposal featuring approximately 30 units of housing, approximately 5000 square feet of retail, and a north-south 10 foot wide multiuser path across the entire Property.
- (g) Dynasty Development shall initiate joint meetings with the City's Public Safety Department and Community Development Department to collaborate on the planning and proposed and future use of the part of the 7810 Shaver Road parcel north of the northernmost driveway on that parcel.

6. Brownfield Redevelopment Agreement.

- (a) The parties will endeavor to finalize the public and private improvements that will be part of the project and to define their respective rights and obligations with respect to the Proposal. Any ultimate agreement on definitive terms and conditions will be incorporated into a Brownfield Redevelopment Agreement. This process will include refinement and modification of the designs currently reflected in the Proposal, along with a final determination of the economic terms applicable to the project, but shall be formulated using the economic terms contained in the Proposal. Dynasty Development shall work with the City to develop a mutually acceptable preliminary design based on Mixed Use Concept 2/ Option 2 as included in the Proposal featuring approximately 30 units of housing, approximately 5000 square feet of retail, and a north-south 10 foot wide multiuser path across the entire Property. Dynasty Development agrees to cooperate and participate in the presentation of the Proposal and to work with the City to reasonably address issues that may be raised during public review.
- (b) The parties anticipate that the Brownfield Redevelopment Agreement will be finalized within the six (6) months from date of this Agreement, subject to delays attributable to compilation of due diligence information, the impact of current

economic conditions and other factors affecting the development of the overall project. This agreement may be extended by mutual agreement of the parties.

(c) While the parties will negotiate in good faith, neither party is under any obligation to reach agreement on the terms or conditions of the Brownfield Redevelopment Agreement. Unless and until the parties reach agreement on all of the terms and conditions of the Brownfield Redevelopment Agreement and each party executes the same, neither party shall have any obligation or liability (contractual or otherwise) with respect to the proposed development of the Property, the Request or the Dynasty Development Proposal except as explicitly set forth in this Agreement.

7. Entitlements. Dynasty Development will seek to obtain all zoning and site plan approvals necessary for this project, including submission of an updated conceptual plan, a formal site plan and application for zoning approval in accordance with applicable City's ordinances. Nothing contained in this Agreement or the implementation of it shall constitute a waiver of the governmental authority of the City or its council, boards or commissions relating to development of the project including, but not limited to, zoning and land use decisions, permitting or any other governmental approvals.

8. Fees. Upon execution of this Agreement, Dynasty Development, L.L.C. will pay the City an initial non-refundable deposit of Ten Thousand (\$10,000.00) Dollars (the "Deposit") for the purpose of reimbursement of outside planning, financial, environmental, development and legal expenses associated with the Brownfield Redevelopment Agreement. Upon expenditure of this initial fee, and with the consent of Dynasty Development, L.L.C., the City will invoice additional expenses in \$5,000 increments. If unexpended by the City during the preferred development agreement term, this deposit will be applied as a credit toward building permit fees.

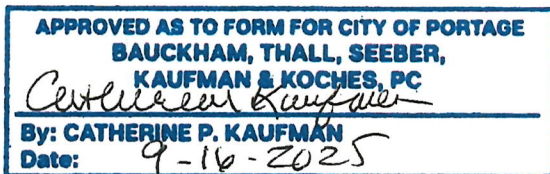
9. Termination. Either party shall have the right to terminate this Agreement if it determines that the Proposal or other potential development of the Property is not feasible from a financial, physical or other perspective. Dynasty Development's termination shall be effective upon the date it provides written notice of such termination to the City. City's termination shall be effective 60 days after the date upon which it provides written notice of such termination to Dynasty Development, provided, however, that the City may withdraw its notice of termination during this 60 day period. In the event of such termination, the City shall be entitled to retain any title commitments, environmental reports or geotechnical reports with respect to the proposed development. However, any due diligence performed by Dynasty Development with respect to its portions of the project (residential, retail, office or ancillary uses), including cost projections, sales projections, proformas, marketing studies, forecasts or other documents, shall remain the exclusive property of Dynasty Development. The City shall return any copies of such materials that may be in its possession. Other than the foregoing obligation, the City's obligations under paragraph 2 above, and Dynasty Development's obligation under paragraph 8 above, the termination of this Agreement shall terminate any further rights or obligations of the parties with respect to the proposed development, the Request and/or the Dynasty Development Proposal.

10. Miscellaneous.

- (a) This Agreement shall be governed by the laws of the State of Michigan.
- (b) Neither party may assign its rights under this Agreement, except that Dynasty Development may assign its rights to an affiliate so long as the affiliate is under the direct or indirect control of Dynasty Development, L.L.C. or Dynasty Development, L.L.C.'s principals.
- (c) Except for the payments provided for in paragraph 8, each party shall bear their own expenses, including personnel costs, consultant costs and attorney fees, in connection with the activities contemplated by this Agreement.
- (d) This Agreement may not be modified or amended except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF PORTAGE,
a Michigan municipal corporation



By: _____
Patricia Randall, Mayor

Its: Mayor

By: _____
Erica Elov, City Clerk

Its: Clerk

Dynasty Development, LLC,
a Michigan limited liability company

By: _____
Dane Davis

Its: Agent

June 23, 2025

Mr. Peter Dame
Chief Development Office
City of Portage
7900 S. Westnedge Avenue
Portage, MI 49002

RE: Letter of Interest Development, 7716 S. Westnedge Avenue, Portage, Michigan 49002

Dear Mr. Dame,

Pursuant to the Request for Letter of Interest, we have prepared the following answers:

• **Identification:**

Dane Davis, 9902 Wexford Drive, Portage Michigan 49024, 269-217-4498, danedavis13@gmail.com. Dane has been a Portage resident for 56 years, graduated from PCHS and Michigan State University and has worked in the commercial real estate industry as a developer and broker for over twenty-five years. Mr. Davis specializes in buyer and tenant site selection, shepherding due diligence and entitlements, contract negotiations, and investment real estate acquisition and development. Prior to becoming a commercial real estate practitioner, Mr. Davis was an environmental consultant with Soil and Materials Engineers for seven years working on Phase I, and Phase II ESAs, UST removal and air quality projects.

Chris Norman, 7340 Prestwick, Portage, Michigan 49024, 269-207-6022, chrisnorman7340@gmail.com. Chris has been a Portage resident for 55 years, graduated from PCHS and has owned and operated companies and real estate within the community for over twenty-five years. Chris has been a principal at two successful companies and now is focusing his time and energy on real estate development and construction activities.

Devin Norman, 519 Ada Drive SE, Suite A, Ada, Michigan 49301, 616-245-0405, devinonorman@gmail.com. Devin grew up in Portage, attending PCHS before graduating from the University of Michigan. Devin has owned and managed many commercial real estate properties for over twenty years and is a practicing dentist in Ada, Michigan.

The organization for this development would be a limited liability company or limited liability partnership to be formed later. Dane, Chris and Devin would quarterback the land purchase, all due diligence, entitlements, incentives, design with the chosen architecture and work with a general contractor on the construction of the building. Hurley and Stewart are hired for the site design and layout. Legal contracts will be handled by Jeff Swenarton of Kreis Enderle. A general contractor, architect and property management company have not yet been selected.

- **Experience:**

335 Center Street, South Haven, Michigan: Architect: R2 Design, General Contractor: AJ Veneklasen, Property Management Company: KMG Prestige, Lender: First National Bank, Total Development Cost: \$4.7M. Three-story, ground up construction, mixed-use development with 2,400 SF of retail and eighteen parking spaces on the first floor and eighteen market rate apartments. Nine apartments are on the second and third floors. State and local incentives were used on the project. Dane Davis is a partner in the project and was responsible for equity raise, building design review and retail tenant procurement and lease negotiations. If selected, photographs can be provided.

266 E. Michigan Avenue, Kalamazoo, Michigan: Architect: R2 Design, Contractor Adam Garland Construction, Property Management Company: Jaqua Property Management, Lender First National Bank, Total Development Cost: \$4.9M. Four-story renovation, mixed-use development with 3,400 SF of retail on the first floor and thirteen newly created market-rate (four rents held at 80% AMI) apartments on floors 2-4. Constructed in 1895, the building was completely gutted to the inside brick walls (requiring lead and asbestos abatement), creating a new elevator shaft, new roof, new water service connection, new fire suppression and new mechanicals. Construction was completed while Coney Island Hotdog restaurant remained open to the public for business in the first-floor retail space. State and local incentives were used on the project. Dane Davis is a partner in the project. His responsibilities include property acquisition, equity raise, design, retail tenant lease procurement and documentation and construction oversight. Construction will be completed in August 2025. If selected, photographs can be provided.

Sterling Oaks Independent Living Apartments, 1551 Palmetto, Portage, Michigan: Acquisition of 28 existing independent living apartments. Property Management Company: Jaqua Property Management, Lender: Macatawa Bank, Total Acquisition Cost: \$3.4M. Dane Davis is a partner in the project and was responsible for negotiating and documenting the purchase, equity raise, shepherding due diligence and asset management. If selected, photographs can be provided.

Murray Flats Apartments, McGuillen Drive, Mattawan, Michigan: Architect: Pinnacle Design, General Contractor: Pinnacle Construction, Property Management Company: Jaqua Property Management, Lender: Macatawa Bank, Total Development Costs: estimated both phases \$12M. Phase I is complete and consists of 32 market-rate apartments on McGillen and Main in Mattawan, Michigan. Phase II is at the entitlement stage and will consist of 48 apartments once approved. Phase II will require state and local incentives. Dane Davis, Chris Norman, and Devin Norman are partners in the project and were responsible for land acquisition, due diligence, entitlement, project design review, equity raise, construction oversight, asset management and financing. If selected, pictures can be provided.

Coit Avenue, Grand Rapids NE, Michigan: Architect: R2 Design, General Contractor: Veneklasen Construction, Property Management Company: TBD, Lender: Macatawa Bank, Total Development Cost: \$15M. Development of 72 market rate apartments in NE Grand Rapids. The project has received site plan approval and will receive over \$4.5M in state and local incentives spread over a twenty-year period. Construction will commence in July of 2025. Dane Davis is a general partner in the project.

Orange Avenue, Cascade, Michigan: Architect: R2 Design, General Contractor: Veneklasen Construction, Property Management Company: KMG Prestige, Lender: Macatawa Bank, Total Development Cost: \$3M. Development of 19 town-home apartments. Dane Davis was a limited partner and sold his interest in the project.

Centre Square Retail Center, NWC of Centre and Oakland, Portage Michigan: Architect: Design Plus, General Contractor: Gary Barton, Property Management Company: Midwest Realty Group, Lender: Irwin Union Bank, Total Development Costs: \$2M. 18,000 SF retail neighborhood strip center in Portage, Michigan. Dane Davis was a partner in the project and negotiated the land purchase, tenant procurement and assisted with design review. If selected, pictures can be provided.

Retail Strip Center, Lansing Street, Charlotte Michigan: Architect: Pioneer Design, General Contractor: Tailored Building Systems, Property Management Company: Martin Commercial Management, Lender: United Bank, Total Development Costs: \$1.2M. Redevelopment of a closed 5/3rd bank branch site into a three-tenant neighborhood strip center with Jimmy Johns, T-Mobile and Domino's as tenants. Dane Davis is a partner in the development and negotiated the property purchase. His responsibilities included building design, tenant procurement and lease negotiations, financing, construction oversight activities and asset management. If selected, pictures can be provided.

Build-To-Suite and Leaseback Domino's Pizza Marshall, Lansing and Cascade Michigan: Architect: Pioneer Design, General Contractor: Self Performed and Tailored Building Systems, Property Management Company: self-managed, Lender: United Bank and Union Bank. Total Development Costs \$2.3M. Three stand-alone build-to-suite leasebacks for the largest Domino's Pizza franchisee in Michigan. Dane Davis was a partner in the asset and responsible for land acquisition, entitlements, design, construction oversight, financing, lease negotiations, and asset sale. If selected, pictures can be provided.

Starbucks Anchored Strip Center, Marquette Street, Stevensville Michigan: Architect: Pinnacle Design, General Contractor: Pinnacle Construction, Property Management Company: Jaqua Property Management, Lender: Macatawa Bank, Total Development Costs: \$1.6M. Build to suit and leaseback for Starbucks and T-Mobile in Stevensville, Michigan on I-94 on-off ramp. Dane Davis was responsible for site selection, acquisition, building design, tenant identification, lease negotiations, financing and construction activities. Mr. Davis was a partner in the development before selling the stabilized asset. If selected, pictures can be provided.

4Front Credit Union, 8807 34 Road, Cadillac Michigan: Architect: Integrated Design, General Contractor: Pinnacle Construction, Property Management Company: Self-managed, Lender: Macatawa Bank, Total Development Costs: \$1.65M. Build to suit and leaseback for 4Front Credit Union in Cadillac, Michigan on a Walmart pad site. Dane Davis was responsible for site selection, acquisition, entitlements, building design review, lease negotiations, financing and construction activities. Mr. Davis was a partner in the development before selling the stabilized asset. If selected, pictures can be provided.

Trailside Residential Development, South Haven, Michigan: Engineer: Nederveld. General Contractor True North, Bauman Construction and self-performed, Condo Association Management Company: LAZR, Lender: Macatawa Bank, Total Development Costs to date: \$9M. Project consists of three residential phases with seven-teen new homes built in Phase I and twenty-six duplex residential lot sites sold to Interra/JTB Homes home builder in Phase II. Phase III will ultimately consist of approximately 150 single family and multifamily residential units. State and local incentives were used on the project. Dane Davis is a partner in the project and oversees home and lot infrastructure construction, financing and lot sales.

Hazen Street Residential Development, Paw Paw, Michigan: Engineer Nederveld: General Contractor Kalamazoo Excavating, Interra Homes and Adam Garland Construction, United Bank Total Development Costs will be \$14M. Project consists of 52 residential lots and 66 apartments. The development has received site plan approval and working through brownfield and housing TIF approvals. The project is expected to receive state and local incentives. Dane Davis is a partner in the project and negotiated the land purchase, assists with project design, and oversees infrastructure and apartment construction activities, financing and lot sales.

6735 Cascade Road, Grand Rapids Michigan: Architect: Innovative Design, General Contractor: Copperrock Construction, Lender: Union Bank, Total Development Costs: \$2.5M. The project consists of a multi-tenant 15,000 SF medical building renovation. Devin Norman and Chris Norman are principals responsible for design, equity, construction oversight and property management.

Multi-Family Development, Ann Arbor Michigan: Architect: Dixon Architecture, General Contractor; KC Construction, Lender: Self-Funded, Total Development Cost: \$1.6M. Multi-unit student housing new build. Devin Norman is the principal responsible for site acquisition, equity, design and construction management.

Lovers Lane (formerly Wright Beauty School), Portage Michigan: Architect: Dixon Architecture: General Contractor: First Companies. The property was speculatively purchased then redeveloped for a single national tenant that occupies the 10,000 SF office and warehouse building. The site had environmental and structural issues. Devin Norman and Chris Norman are principals, responsible for design, legal and construction oversight. Dane Davis was responsible for site acquisition, tenant procurement, lease negotiations and contract management.

Ada Michigan: Architect: Dixon architecture, General Contractor: First Companies, Property Management Company: Self-managed, Lender: Huntington Bank, Total Development Costs: \$2M. The development consists of a 16,000 SF new construction medical facility leased to several medical tenants. Devin Norman is the principal responsible for equity, design, property and asset management of the multi-tenant building.

Portage Industrial Drive, Portage Michigan: Property Management Company: Self-Managed, Lender: Self-Funded, Total Project Costs: \$500,000. The 23,000 SF industrial building was speculatively purchased then redeveloped for a single publicly traded tenant on a long-term basis. Devin Norman and Chris Norman are principals, responsible for design, legal and construction

oversight and asset management. Dane Davis was responsible for site selection, acquisition, tenant procurement, lease negotiations and contract management.

Portage Road, Portage Michigan: Property Management Company: Self-Managed, Lender: Self-Funded, Total Project Costs: \$600,000. The 10,000 SF industrial building was speculatively purchased then redeveloped for a single regional tenant on a long-term lease. Devin Norman and Chris Norman are principals responsible for design, tenant improvements and asset management. Dane Davis was responsible for site acquisition, tenant procurement, lease negotiations and contract management.

Stanley Drive, Portage Michigan: Property Management Company: Self-Managed, Lender: Self-Funded, Total Project Costs: \$650,000. The 15,000 SF industrial building was speculatively purchased then redeveloped for a single local tenant on a long-term lease. Devin Norman and Chris Norman are principals responsible for design, tenant construction improvements and asset management. Dane Davis was responsible for site acquisition, tenant procurement, lease negotiations and contract management.

• **Project Plan:**

Please see Preliminary Conceptual Plan 1 and Conceptual Plan 2 on the attached Exhibit A.

Concept 1 is a three-story mixed-use development with zero southeast side-yard setback as close to Westnedge as the site would permit. We have allotted for a 20' walking easement along the Portage Creek. The first floor of the building is 3,000 SF of retail space that would be ideal for a bakery and eighteen first floor internal parking spaces for the eighteen residential apartments above (nine units per floor). Additional surface parking is also illustrated on Option 1.

Concept 2 is the preferred option for the developer allowing construction and property management economies to scale. The developer would agree to trade land to the west of Portage Creek for land to the south of the target Property. This would allow for more usable land and increase the retail square footage to 5,200 and an additional twelve market rate apartments for a total of thirty apartments.



Rendering is of a mixed-use development we developed. Located at 335 Center Street, South Haven, Michigan, the building has 2,400 SF of retail and eighteen parking spaces on the first floor and eighteen apartments with nine units on floors two and three above the retail. The building is one hundred percent occupied and has been since construction was completed.

- **Project cost and economic assumptions:**

Construction costs will vary greatly depending on the final design and construction materials selected.

Option 1: Total project cost - \$5,000,000 to \$5,500,000; Developer would pay \$400,000 to the city for the purchase of the Property.

Option 2: Total project cost - \$7,500,000 to \$8,200,000; Developer would pay \$600,000 to the city for the purchase of the Property.

The developer would expect the existing structures, including foundations, to be removed from the Property. The developer would then take the project from that stage including construction of the pathway along the Portage Creek. The developer would seek all incentives available from the state and local governments and most likely would use either Joe Agostinelli with Miller Johnson or Jared Belka with Warner, Norcross and Judd to assist with the incentive process.

- **Estimated assessed value of the new development.** \$5,000,000-\$8,200,000

- **Financial Components.** The developer would finance the project with a combination of debt and equity through one of their financing partners they have utilized on other projects. Partners in the development will provide all necessary commitment letters or other evidence of financial capabilities, if the developer is selected for the project.

- **Market Assessment.** The developer has over twenty-five years of experience and reviews the latest feasibility studies and market reports provided by several commercial real estate market intel sources. Kalamazoo County has a limited supply of workforce and market rate multifamily housing and needs over 7,000 housing units of various types over the next several years to keep up with demand. The retail component would be suitable for a destination retailer like a bakery (take advantage of outdoor seating that overlooks Portage Creek), specialty retailer boutique type shops that cater to the nearby population or daily traffic. The Property is uniquely located along Portage Creek with beautiful views of a substantial wetland to the west and direct access to the city of Portage's many wonderful trail systems. The Property also has direct access to the Portage Bandshell and would like to make that connectivity even stronger.

- **A preliminary traffic and parking data:** Please see Exhibit A illustrating the number of parking spaces.

- **Project area:** Please see Exhibit A.

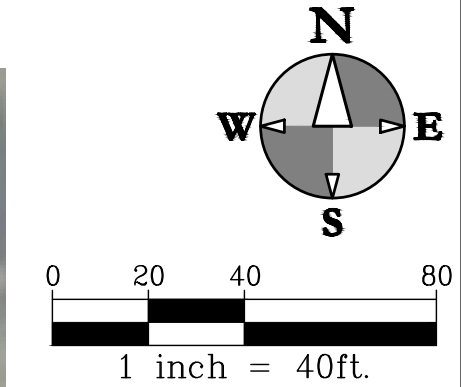
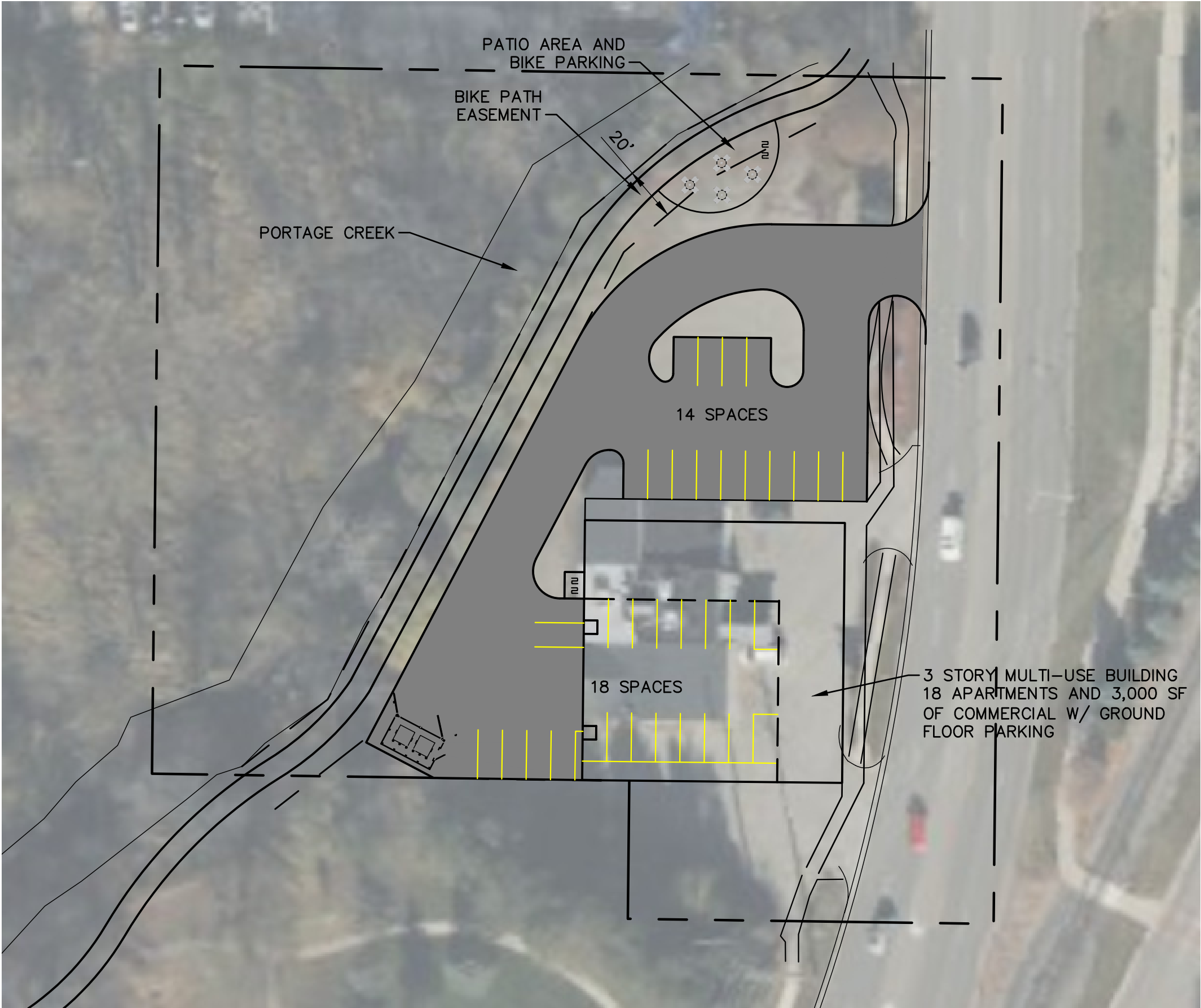
- **Utilities and Public Improvements:** The development would require sewer, water, storm and electric, gas and telecommunication infrastructure available to the Property.

- **Specific requirements for the letter of interest:** The developer estimates the due diligence acquisition, awarding of incentives to take approximately four to eight months from the date the property is put under contract until incentives are awarded and the sale of the property is fully consummated. This project will require the use of incentives to make it financially feasible. If incentives are not successfully navigated, the developer will not acquire the Property. Once the incentives are awarded and the Property is purchased by the developer, construction would commence. Construction is estimated to take approximately one year from start to finish then another four to six months for stabilization. If the developer is selected and puts the Property under contract, the developer will require a due diligence period of 120 days with the ability to extend the contract for two additional 90-120 increments. The developer will need to review and agree with the city's development agreement prior to entering into a formal binding purchase agreement.

Sincerely,



Dane Davis
Member



BUILDING—
3 STORY
9,216 SF FOOTPRINT
GROUND FLOOR PARKING
3,000 SF COMMERCIAL
18 APARTMENTS

CONCEPT 1
7716 S. WESTNEDGE
NAI WISINSKI

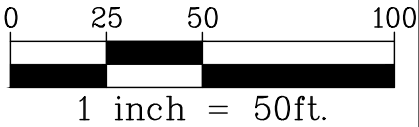
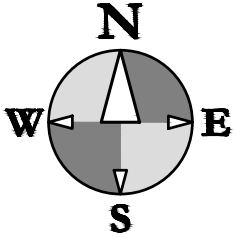
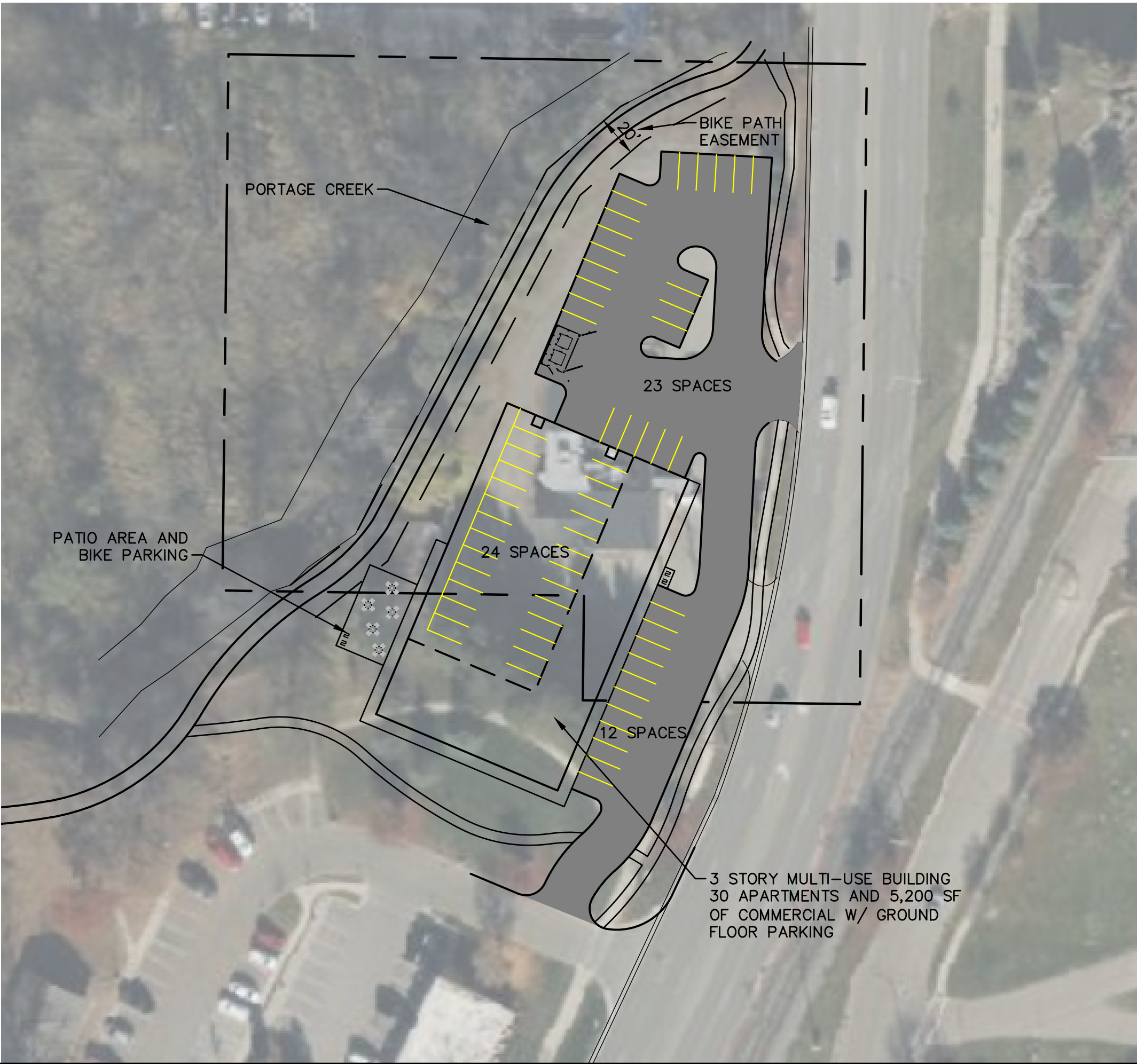
Title:
Project:
Client:

Drawing No.

1

Job No.: 25-065D
Date: 6/18/25
Scale: AS NOTED
P.M.: TAS
Engr: LAD
QA/QC: XX/XX/XX

hurley & stewart
hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com



BUILDING—
3 STORY
15,807 SF FOOTPRINT
GROUND FLOOR PARKING
5,200 SF COMMERCIAL
30 APARTMENTS

Job No.: 25-065D
Date: 6/18/25
Scale: AS NOTED
P.M.: TAS
Engr: LAD
QA/QC: XX/XX/XX

CONCEPT 2
7716 S. WESTNEDGE
NAI WISINSKI

Title:
Project:
Client:

Drawing No.
2


hurley & stewart
hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com



Portage GIS

Exhibit B - 7810 Shaver Road



Map Publication:
09/16/2025 6:05 PM



Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Transfer of Industrial Tax Abatement

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

ACTION RECOMMENDED: Accept the Industrial Facilities Tax Exemption Certificate application from KalBlue Group, Inc. to transfer the existing tax abatement certificate from Depatie Fluid Power, LLC, at 5870 S. Sprinkle Road, Unit 1, and set the public hearing on the certificate for October 7, 2025.

A request for the transfer of an existing Industrial Facilities Tax Abatement Certificate from Depatie Fluid Power to Kal Blue Group, located at 5870 South Sprinkle Road, Unit 1 is attached. The location is within Industrial Development Districts (IDD) No. 34 and No. 62 and currently has an active Certificate for a nine-year real property tax abatement. The property owner, has signed a lease with Kal Blue Group for the condominium unit as Depatie Fluid Power Company will be consolidating its operation at 5960 South Sprinkle Road instead.

The portion of the project to complete Unit 1 includes the following components:

1. Occupancy of 30,000 square feet of a new 63,000-square-foot building valued at approximately \$3.23 million. (Of that space, \$2.61 million will be part of the Depatie Fluid work space, while \$620,000 will be part of a "flex" space for Depatie's operations.)
2. Purchase of new equipment, fixtures, furniture and other personal property valued at \$3.2 million. These improvements are considered Eligible Manufacturing Personal Property (EMPP) and are exempt from local taxation.
3. Creation of five new full-time jobs with an average annual salary of \$56,282 within the next two years. This will bring the total employment base from 23 full-time equivalent to 28.
4. The total level of investment in real property improvements in the portion to be occupied is approximately \$3.23 million.

Construction commenced on May 1, 2023, and was completed in August 2024.

As the request is for a transfer of an existing certificate, no construction years are warranted and the transfer request is for the remainder of the certificate term, which will expire on December 30, 2033.

As such, it is recommended that City Council accept the Industrial Facilities Tax Exemption Certificate application from KalBlue Group, Inc. to transfer the existing tax abatement certificate from Depatie Fluid

Power, LLC, at 5870 S. Sprinkle Road, Unit 1, and set the public hearing on the certificate for October 7, 2025.

FUNDING: Not applicable

- Attachments:**
1. KalBlue Tax Abatement Application
 2. IFT Cover Letter KalBlueGroup
 3. 03 Exhibit A - parcel legal description
 4. 03 Exhibit B - Sketch of Units
 5. 03 Exhibit C - Districts Map
 6. Project Costs 5870 Sprinkle
 7. City Assessors Projections
 8. Finance Review
 9. Tax Abatement Agreement KALBLUE (approved)
 10. Affidavit re Fees KALBLUE (approved)

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Erica J. Eklov</i>	Date Received by Local Unit RECEIVED By Erica Eklov at 4:58 pm, Sep 02, 2025
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) KalBlue Group, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 2759													
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 5870 South Sprinkle Road, Unit 1		1d. City/Township/Village (indicate which) Portage	1e. County Kalamazoo												
2. Type of Approval Requested ☐ New (Sec. 2(5)) ☐ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10)) ☒ Transfer ☐ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment		3a. School District where facility is located Portage 3b. School Code 39140													
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. 29,000 SQFT UNIT 1 FACILITY. WIDE FORMAT AND NARROW FORMAT DIGITAL PRINTING AND FINISHING, WAREHOUSE, GRAPHIC FABRICATING, ASSEMBLY, AND SHIPPING.		4. Amount of years requested for exemption (1-12 Years) 10 Years													
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		2,609,953 Real Property Costs													
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		Personal Property Costs													
6c. Total Project Costs * Round Costs to Nearest Dollar		2,609,953 Total of Real & Personal Costs													
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC. <table><tr><td></td><td>Begin Date (M/D/Y)</td><td>End Date (M/D/Y)</td><td></td></tr><tr><td>Real Property Improvements</td><td>05/01/2023</td><td>06/01/2024</td><td>☐ Owned ☒ Leased</td></tr><tr><td>Personal Property Improvements</td><td></td><td></td><td>☐ Owned ☐ Leased</td></tr></table>					Begin Date (M/D/Y)	End Date (M/D/Y)		Real Property Improvements	05/01/2023	06/01/2024	☐ Owned ☒ Leased	Personal Property Improvements			☐ Owned ☐ Leased
	Begin Date (M/D/Y)	End Date (M/D/Y)													
Real Property Improvements	05/01/2023	06/01/2024	☐ Owned ☒ Leased												
Personal Property Improvements			☐ Owned ☐ Leased												
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No															
9. No. of existing jobs at this facility that will be retained as a result of this project. 23		10. No. of new jobs at this facility expected to create within 2 years of completion. 5													
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory) c. Total TV															
12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District															
12b. Date district was established by local government unit (contact local unit) DIST 34 11/9/1982, DIST 62 5/15/1990		12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No													

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name CHRISTOPHER YOUNG	13b. Telephone Number (269) 349-8681	13c. Fax Number	13d. E-mail Address kip.young@kalbluegroup.cc
14a. Name of Contact Person CHRISTOPHER YOUNG	14b. Telephone Number (269) 349-8681	14c. Fax Number	14d. E-mail Address kip.young@kalbluegroup.cc
▶ 15a. Name of Company Officer (No Authorized Agents) CHRISTOPHER YOUNG			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 5870 SOUTH SPRINKLE ROAD, UNIT 1 PORTAGE, MI 4		15f. Telephone Number (269) 349-8681	15g. E-mail Address kip.young@kalbluegroup.co

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☒ Abatement Approved for <u>9</u> Yrs Real (1-12), ____ Yrs Pers (1-12) After Completion ☐ Yes ☒ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☒ 1. Original Application plus attachments, and one complete copy ☒ 2. Resolution establishing district ☒ 3. Resolution approving/denying application. ☒ 4. Letter of Agreement (Signed by local unit and applicant) ☒ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☒ 1. Notice to the public prior to hearing establishing a district. ☒ 2. Notice to taxing authorities of opportunity for a hearing. ☒ 3. List of taxing authorities notified for district and application action. ☒ 4. Lease Agreement showing applicants tax liability.		
16c. School Code 39140		
17. Name of Local Government Body City of Portage		▶ 18. Date of Resolution Approving/Denying this Application 10/21/2025

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk 	19b. Name of Clerk Erica L. Eklov	19c. E-mail Address eklove@portagemi.gov
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 7900 S. Westnedge Avenue, Portage, MI 49002		
19e. Telephone Number (269) 329-4511	19f. Fax Number (269) 324-8070	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, *Industrial Facilities Tax Exemption (IFT) Application*

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.)

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability.

The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. **Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. **Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**
5. **Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).**
6. **Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be**

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: **www.legislature.mi.gov/**. For more information and Frequently Asked Questions, visit **www.michigan.gov/propertytaxexemptions**.



Portage City Council
7900 South Westnedge Ave
Portage, MI 49002

Dear Portage City Council

KalBlue Group has been in business for over 65 years serving the visual communications needs of businesses and people in the Kalamazoo area and beyond. Founded as a blueprinter in 1960 in Kalamazoo, Kalamazoo Blueprint and Supply has now grown into a multi-faceted visual communications company known as KalBlue Group. We currently provide graphics services throughout North America and have tax nexus in 18 states. All of these changes have driven double digit growth in 2023 and 2024.

Before our move to our new headquarters at 5870 South Sprinkle Road, KalBlue Group was located in two locations. Our main operations were located in Kalamazoo on Vine Street, and our narrow format operations were located in Portage on Centre Avenue. Our split operation was inefficient and costly.

In 2024, we decided to relocate all of our operations to 5870 South Sprinkle Rd, Portage. This move centralized all 24 employees and operations in a single location. It will also provide the infrastructure necessary for KalBlue Group to be more efficient, better execute our future growth strategies including acquisitions, and expand our visual communication services. All of which will provide long-term employment opportunities and benefits to the City of Portage.

KalBlue Group requests that the City of Portage transfer the Industrial Facilities Exemption currently issued to Depatie Fluid Power for the space located in Industrial Development Districts 34 and 62 at 5870 South Sprinkle Road, Unit 1, Portage, MI 49002 to KalBlue Group, Inc. KalBlue Group appreciates the support and consideration of the City of Portage and looks forward to providing further growth within the community.

KalBlue Group is compliant with applicable environmental requirements and is not under any enforcement action by the Michigan EGLE or US EPA.

Regards,

Christopher (Kip) Young
President & CEO
KalBlue Group, Inc.

EXHIBIT "A"
Legal Description

THE PREMISES:

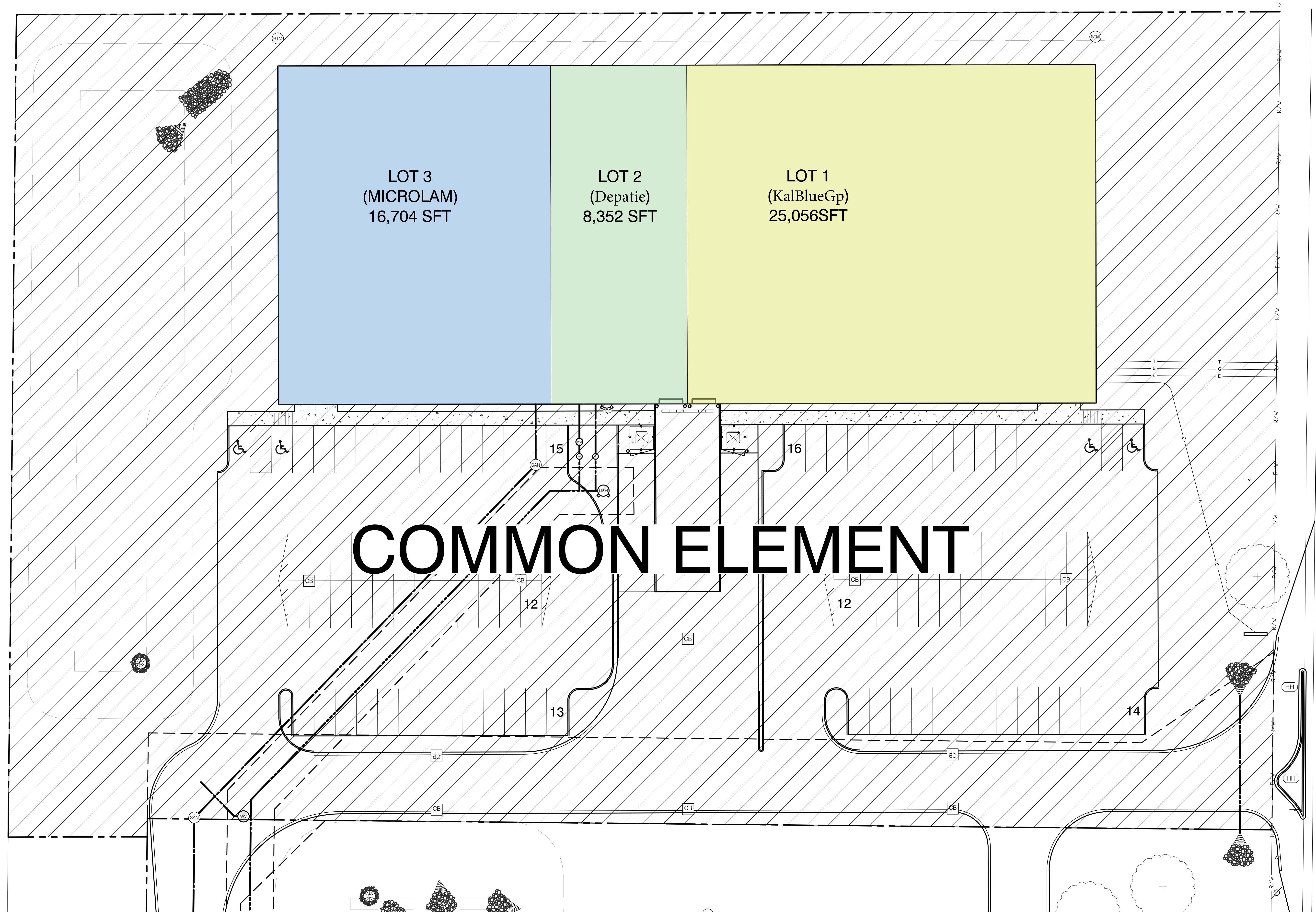
(Formerly PARCEL A)

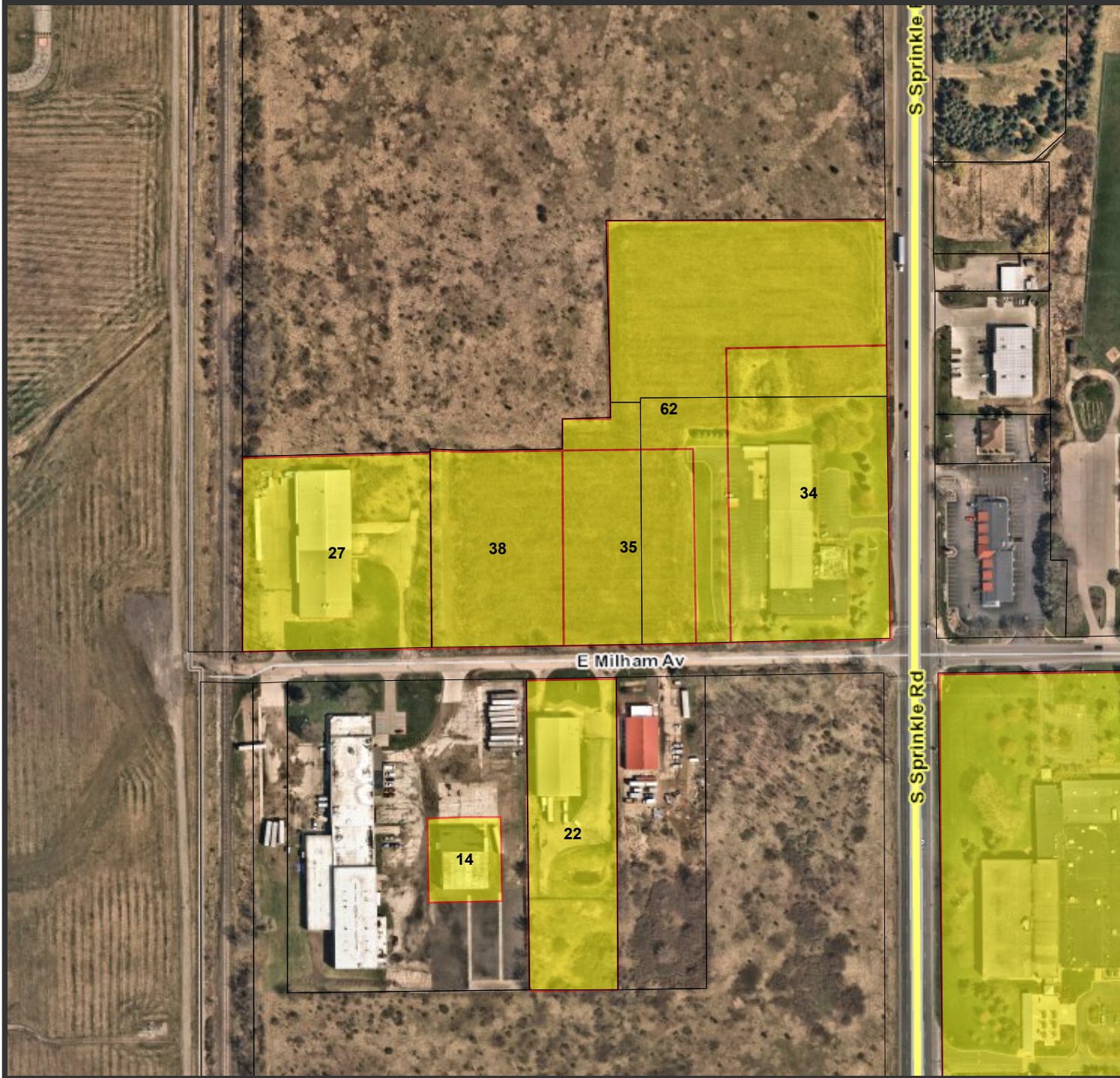
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, NORTH 00 DEGREES 34 MINUTES 06 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 491.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST 528.72 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 03 SECONDS WEST 7.76 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS WEST 59.15 FEET (PREVIOUSLY DESCRIBED AS SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 59.17 FEET); THENCE NORTH 00 DEGREES 34 MINUTES 28 SECONDS EAST 349.93 FEET (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST 350.10 FEET); THENCE NORTH 89 DEGREES 52 MINUTES 50 SECONDS EAST 587.87 FEET (PREVIOUSLY DESCRIBED AS NORTH 89 DEGREES 52 MINUTES 54 SECONDS EAST 588.00 FEET) TO SAID 1/4 LINE; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 348.68 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4.67± ACRES (203,352± SQ. FT.) SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD.

PARCEL NO. 00001-087-C

COMMONLY KNOWN AS 5870 S. SPRINKLE RD., PORTAGE, MI 49002





Former North American Color

IDD Districts (varied)



Map Publication:
04/11/2023 12:16 PM



powered by
FetchGIS

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

Project Costs - 5870 South Sprinkle Road, Portage, MI 49002

Project Cost		Total	Unit 3 MicroLam	Unit 2 Flex - Depatie	Unit 1 KalBlue Group
Site Work, Curb, Parking, Roads		\$1,141,630.00	\$458,269.00	\$152,708.00	\$530,654.00
Building Including Mezziane		\$3,979,196.00	\$2,144,344.00	\$309,282.00	\$1,525,570.00
Electrical		\$537,179.00	\$304,163.00	\$52,071.00	\$180,945.00
Utilities and Hookup Fees		\$105,116.00	\$42,195.00	\$14,061.00	\$48,860.00
Soft Costs, Site Plans, Interest		\$323,980.00	\$130,051.00	\$43,336.00	\$150,593.00
Landscaping		\$100,000.00	\$40,142.00	\$13,376.00	\$46,482.00
Contingency		\$272,899.00	\$110,837.00	\$35,213.00	\$126,849.00
Totals:		\$6,460,000.00	\$3,230,001.00	\$620,047.00	\$2,609,953.00

CITY OF PORTAGE

COMMUNICATION

TO: Peter Dame, Chief Development Officer

DATE: September 28, 2023

FROM: Aaron Powers, Director of Assessing

SUBJECT: Depatie Fluid Power Company Tax Abatement Request

A completed PA-198 application was received from Depatie Fluid Power Company for real property improvements and costs to incur at 5870 S Sprinkle Rd Unit 1.

Amount Requested: Real Property Only: \$2,609,953

Location: IDD 34 & IDD 62

Real Property Improvements: Building, Unit 1 of building.

Personal Property Improvements: \$0 (exempt under EMPP)

Estimated First Year TV: \$652,488 (partial construction - first year)
\$1,318,026 (year fully complete – second year)

Estimated Percent of Tax Base Containing IFT Abated: 5.95% before approval; 6.08% after approval

Annual Job Reports: Not currently required to report

Tax Appeals: No current MTT appeals

Maximum Allowable Fee (Statue): \$7,717

Application Fee per City Policy: \$2,000

Note: the company has two applications for the site due to the number of units in the building. One fee of \$2,000 is applicable for both applications.

Abatement Period Allowed: 9 Years + 1 year for construction

Estimated Financial Impact: -\$385,857 (All taxing units); -\$74,208 (City)

Based on the investment reported, the estimated potential tax revenue generated by all taxing units over the 10-year period is \$852,771 without the abatement and \$466,913 with the abatement. An estimate of property taxes for each year is summarized in the attached schedules. Note: Estimates are based on the reported costs at the time of application. Market conditions will determine the SEV and taxable value for each year of the abatement.

Attachments

c: Lauren VanderVeen, Director of Finance
Erica Eklov, City Clerk

Depatie Fluid Power Company
5870 S Sprinkle Rd - Unit 1

Summary of Total Taxes Abated and Maximum Application Fee Calculation

Real & Personal Property

Total Real Property Taxes Abated (9 Years + 1 Year for construction):	\$385,857
Total Personal Property Taxes Abated:	EMPP Exempt
Total Taxes Abated:	\$385,857
2% Application Fee Calculation:	2%
Maximum Allowable Fee Under Statute:	\$7,717
Application Fee per City Policy:	\$2,000

* The Taxation of all New Eligible Manufacturing Personal Property is Exempt per MCL 211.9m

Note: the company has two applications for the site due to the number of units in the building. One fee of \$2,000 is applicable for both applications.

NOTE: The total financial impact to all taxing units as well as the financial impact to the City (including admin fees) are summarized below.

	Accumulative TV	Est. Tax Rate	All Taxing Units	City of Portage (includes admin fee)
Total Non-Abated Tax	13,509,345	63.1245	\$852,771	\$148,416
Total Abated Tax	13,509,345	34.5622	\$466,913	\$74,208
<u>Total Taxes Abated</u>			<u>\$385,857</u>	<u>\$74,208</u>

Report Created by City Assessor's Office 09-28-2023

Note: Estimates are based on the reported costs at the time of application. Market conditions will determine the SEV and taxable value for each year of the abatement.

Depatie Fluid Power Company

5870 S Sprinkle Rd - Unit 1

Real Property Investment: 2,609,953

9 Years + 1 Year for construction - No Abatement

Estimated Real Property Non-Abated Tax Liability						
	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	
Initial Cost						
Year 1 - assuming 50% complete						
Year 2 - fully complete	\$1,304,977	\$2,636,053				
Estimated TV	652,488	1,318,026	1,344,387	1,371,275	1,398,700	
Estimated Tax Rate	0.0631245	0.0631245	0.0631245	0.0631245	0.0631245	
Taxes Abated	\$41,188	\$83,200	\$84,864	\$86,561	\$88,292	
	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Totals Over 10 - Year Abatement Period
Estimated TV	1,426,674	1,455,207	1,484,312	1,513,998	1,544,278	
Estimated Tax Rate	0.0631245	0.0631245	0.0631245	0.0631245	0.0631245	
Estimated Taxes	\$90,058	\$91,859	\$93,696	\$95,570	\$97,482	\$852,771

Esitmated Real Property Non-Abated Tax Breakdown			
Taxing Jurisdiction Name Tax Levy Description	Regular 100% Rate Tax Rate	10-Year Combined TV	Total 10-Year Taxes
CITY OF PORTAGE	10.6400	13,509,345	\$143,739
SCHOOL OPERATING	17.5695	13,509,345	\$237,352
SCHOOL BUILDING/DEBT	6.8500	13,509,345	\$92,539
SCHOOL SITE SF	0.4988	13,509,345	\$6,738
STATE EDUCATION	6.0000	13,509,345	\$81,056
KVCC	2.7802	13,509,345	\$37,559
KRESA	6.9935	13,509,345	\$94,478
KALAMAZOO COUNTY	4.6318	13,509,345	\$62,573
KCTA TRANSPORTATION	0.3110	13,509,345	\$4,201
CCTA TRANSPORTATION	0.8935	13,509,345	\$12,071
PORTAGE DIST LIBRARY	1.4959	13,509,345	\$20,209
LIBRARY EXTRA	0.4986	13,509,345	\$6,736
CNTY JUVENILE	0.1613	13,509,345	\$2,179
CNTY HOUSING FND	0.7453	13,509,345	\$10,069
CNTY SENIOR	0.3462	13,509,345	\$4,677
CNTY PUBLIC SAFETY	1.4380	13,509,345	\$19,426
CNTY 911	0.6459	13,509,345	\$8,726
City of Portage 1% Tax Administration Fee	0.6250	13,509,345	\$8,443
Total - All Taxing Entities	63.1245		\$852,771

Report Created by City Assessor's Office 09-28-2023

Estimated annual growth in taxable value 2%

Note: Estimates are based on the reported costs at the time of application. Market conditions will determine the SEV and taxable value for each year of the abatement.

Depatie Fluid Power Company

5870 S Sprinkle Rd - Unit 1

Real Property Investment: 2,609,953

9 Year Abatement + 1 Year for construction

Estimated Real Property Abated Tax Liability						
	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	
Initial Cost						
Year 1 - assuming 50% complete						
Year 2 - fully complete	\$1,304,977	\$2,636,053				
Estimated TV	652,488	1,318,026	1,344,387	1,371,275	1,398,700	
Estimated Abated Tax Rate	0.0346	0.0346	0.0346	0.0346	0.0346	
Taxes Abated	\$22,551	\$45,554	\$46,465	\$47,394	\$48,342	
	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Totals Over 10 - Year Abatement Period
Estimated TV	1,426,674	1,455,207	1,484,312	1,513,998	1,544,278	
Estimated Abated Tax Rate	0.0346	0.0346	0.0346	0.0346	0.0346	
Taxes Abated	\$49,309	\$50,295	\$51,301	\$52,327	\$53,374	\$466,913

Estimated Real Property Abated Tax Breakdown			
Taxing Jurisdiction Name Tax Levy Description	PA-198 Est. Tax Rate	10-Year Combined TV	Total 10-Year Abated Tax
CITY OF PORTAGE	5.32000	13,509,345	\$71,870
SCHOOL OPERATING	8.78475	13,509,345	\$118,676
SCHOOL BUILDING/DEBT	3.42500	13,509,345	\$46,270
SCHOOL SITE SF	0.24940	13,509,345	\$3,369
STATE EDUCATION <i>not abated</i>	6.00000	13,509,345	\$81,056
KVCC	1.39010	13,509,345	\$18,779
KRESA	3.49675	13,509,345	\$47,239
KALAMAZOO COUNTY	2.31590	13,509,345	\$31,286
KCTA TRANSPORTATION	0.15550	13,509,345	\$2,101
CCTA TRANSPORTATION	0.44675	13,509,345	\$6,035
PORTAGE DIST LIBRARY	0.74795	13,509,345	\$10,104
LIBRARY EXTRA	0.24930	13,509,345	\$3,368
CNTY JUVENILE	0.08065	13,509,345	\$1,090
CNTY HOUSING FND	0.37265	13,509,345	\$5,034
CNTY SENIOR	0.17310	13,509,345	\$2,338
CNTY PUBLIC SAFETY	0.71900	13,509,345	\$9,713
CNTY 911	0.32295	13,509,345	\$4,363
City of Portage 1% Tax Administration Fee	0.31250	13,509,345	\$4,222
Total - All Taxing Entities	34.56225		\$466,913

Report Created by City Assessor's Office 09-28-2023

Estimated annual growth in taxable value

2%

Note: Estimates are based on the reported costs at the time of application. Market conditions will determine the SEV and taxable value for each year of the abatement.

From: [Grant Taylor](#)
To: [Jonathon Hallberg](#); [Kendra Gwin](#)
Cc: [Erica Eklov](#); [Andrew Falkenberg](#); [Lauren VanderVeen](#)
Subject: RE: Industrial Facilities Tax Abatement Certificate - Transfer from Depatie Fluid Power to Kal Blue Group
Date: Thursday, September 4, 2025 8:41:53 AM

Jon,

We've reviewed the lease and do not see an issue with the transfer from a Treasury standpoint, provided the original conditions of the abatement are still being met. As we discussed yesterday during training, this is an unusual request, but not without precedent — I've seen it once before. From the Finance/Treasury side, we don't have any particular reservations, and per the A.O. we have reviewed and are comfortable with the application moving forward.

Thanks,
Grant

From: Jonathon Hallberg <hallberj@portagemi.gov>
Sent: Wednesday, September 3, 2025 8:21 AM
To: Kendra Gwin <gwink@portagemi.gov>; Grant Taylor <taylorg@portagemi.gov>
Cc: Erica Eklov <eklove@portagemi.gov>; Andrew Falkenberg <falkenba@portagemi.gov>; Lauren VanderVeen <vandervl@portagemi.gov>
Subject: Industrial Facilities Tax Abatement Certificate - Transfer from Depatie Fluid Power to Kal Blue Group

Kendra and Lauren/Grant,

We have an unusual IFT Application submitted in that it is for transfer of an existing certificate. The transfer is for an existing nine-year tax abatement certificate for Suite 1 at 5870 Sprinkle Road, from Depatie Fluid Power to Kal Blue Group.

As the building is already constructed, I anticipate any comments you needed to issue under our A.O. occurred when the original application was submitted by Depatie Fluid Power in 2023. However, I wanted to ensure you had the chance to review and comment and ensure we followed the protocol in the A.O.

Please let us know if there are any concerns or remarks you have to share. The application and materials can be found at: [G:\ComDev\Economic Development\Incentives\IDD, IFT Abatements\IFT Transfer - KalBlue](#)

With my thanks,

Jonathon Hallberg | Deputy Director of Economic Development

City of Portage, Community Development Department

7900 S. Westnedge Ave., Portage, MI 49002
O (269) 329-4474, M (618) 335-6654
www.portagemi.gov, hallberj@portagemi.gov

TAX ABATEMENT AGREEMENT

This Agreement is made between THE CITY OF PORTAGE, a Michigan Municipal Corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter referred to as "CITY", and KALBLUE GROUP, INC., a Michigan corporation, of 5870 South Sprinkle Road, Unit #1 Portage, Michigan 49002, hereinafter referred to as "APPLICANT."

THE PARTIES AGREE AS FOLLOWS:

2. The CITY has established Industrial Development District #34 and #62 in which the APPLICANT proposes to locate a facility in the City of Portage, County of Kalamazoo, State of Michigan and which is described as follows:

See attached.

2. The APPLICANT has filed an application (which is incorporated herein by reference) with the CITY requesting to transfer an industrial facilities exemption certificate ("certificate") for real property and building improvements ("facility") located at 5870 S. Sprinkle Road, Unit #1, Portage, Michigan, within Industrial Development Districts #34 and #62.

3. The APPLICANT has represented that the application relates to a new or replacement facility within the meaning of Public Act 198 of 1974, MCLA 207.551, et seq.

4. The term of the certificate granted by the CITY shall be nine (9) years after completion of the facility (building). This agreement shall remain in force as to each certificate granted for the term of said certificate.

5. The APPLICANT has represented to the CITY that granting of the certificate will enable the facility to be completed, which will have the reasonable likelihood to create employment, retain employment, and prevent a loss of employment within the CITY.

6. The APPLICANT agrees to maintain at least **23** existing employees. Failure to maintain these positions shall be considered a material breach of this Agreement unless APPLICANT can show by clear and convincing evidence that the breach was caused by unfavorable economic business conditions, loss of business, or some other reason beyond the control of APPLICANT.

7. The APPLICANT agrees to maintain the facility for the entire period of the Certificate within the CITY and not to move or relocate the facility, business, or any material portion of either outside the CITY without replacing the relocated portion with real property improvements of equal or greater value, and without first obtaining the permission of the CITY. If the APPLICANT relocates the facility, business, or any material portion of either without this replacement and without the CITY's consent outside of the CITY during the period in which the industrial facilities exemption certificate is in effect, the APPLICANT is liable to the CITY for an amount equal to the difference between the industrial facilities tax to be paid by the owner or lessee of that relocated facility for the tax years remaining under the industrial facilities exemption certificate that is in effect and the general ad valorem property tax that the Applicant would have paid if the Applicant did not have an industrial facilities exemption certificate in effect for those years. The CITY will not impose this liability without first giving the APPLICANT an opportunity to meet with CITY representatives. The payment provided in this section shall be distributed in the same manner as the industrial facilities tax is distributed.

8. The APPLICANT agrees that during the term of the certificate, all CITY taxes shall be timely paid. Further, APPLICANT agrees that by accepting the benefits of the tax abatement, it waives appeal of personal and/or real property tax assessments concerning property which is the subject of the certificate. Appeal of the personal and/or real property taxes which is the subject of the certificate during the term of the certificate shall result in revocation of the certificate and/or termination of the district and APPLICANT

shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate. This waiver does not apply to the first annual assessment after completion of construction.

9. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall be in full compliance with all applicable CITY codes.

10. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall not discriminate against any person on the basis of race, creed, color, sex, religious orientation, or other criteria not reasonably related to the job.

11. The APPLICANT further agrees to submit an annual project performance report to the CITY, addressed to the City Council, provided under oath, setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the certificate application. Such reports shall be furnished in duplicate on or before July 1 of each year and shall contain if applicable, at minimum, the following:

- (a) The number of new jobs promised in the certificate and the actual number of new jobs created.
- (b) The number of employees at the time of the application and the current number of employees.
- (c) If projection for creation or retention of jobs was not reached, give explanation.
- (d) The estimated project cost given in the application and the actual project cost.
- (e) If actual project costs differ substantially from projected cost, give explanation.

12. The APPLICANT agrees that if employment has not been retained or reached as represented, the construction and/or expansion project has not been completed or expenditures made as described in the Application, or if APPLICANT fails to fulfill any other provision of this Agreement as well as the provisions of Act 198 of 1974, the CITY shall have the right (after giving APPLICANT an opportunity to meet with CITY representatives) to reduce the term or revoke the certificate and APPLICANT shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate plus all accrued interest, penalties and administrative fees applicable to said tax exemptions in the amount as would be collected if the same were considered delinquent. Any payments due under this paragraph may be collected by either court proceedings or by adding to the next taxes due against the APPLICANT'S property on the next tax roll of the CITY. This section does not apply to the extent that the APPLICANT demonstrates to the CITY by clear and convincing evidence that the failure was caused by unfavorable economic business conditions, loss of business, or some other reason beyond the control of APPLICANT.

13. After the certificate is issued, the CITY agrees to maintain the same in full force and effect during the term of the certificate, subject to any regulations and requirements of state law, and subject to any breach of the provisions of this agreement by APPLICANT.

14. The parties agree that the CITY, in approving the tax abatement, has relied on the actions, representations and promises (including the Application) of the APPLICANT. Default of any of the provisions of this Agreement may be enforced in law or equity. The parties agree that exclusive jurisdiction to resolve any disputes on this contract shall be Kalamazoo County, Michigan.

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

16. The benefits herein shall accrue to and the obligations hereof shall bind the successors, assignees, and transferees of the APPLICANT.

17. The APPLICANT further agrees that should ownership of the business and/or facility for which the Public Act 198 exemption certificate is issued be changed in the future, thereby requiring a hearing in front of the City of Portage Council under state law, that the transferee or new owner shall abide by all the terms and conditions of this Agreement, and that APPLICANT will communicate all terms and conditions of this Agreement to the transferee or new owner and assist the CITY in obtaining the signature of the authorized agent of the transferee or new owner on this Agreement or an identically worded Agreement.

By signatures of representatives of both the APPLICANT and the CITY below, it is understood that both the APPLICANT's investment in the project and the CITY's investment through the granting of a certificate is to encourage economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the APPLICANT's targeted status. It is understood that if such conditions exist at the time of the designated APPLICANT reports, the governing body of the CITY will carefully evaluate the APPLICANT's situation, and will inform the APPLICANT if any action is considered in order to give the APPLICANT an opportunity for correction.

| _____ KALBLUE GROUP INC.
Dated: _____, 2025

By: _____

Its

WITNESSED:

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this _____ day of _____, 2025 before me personally came the above named _____ on behalf of KalBlue Group Inc. who acknowledges that he has read the foregoing Tax Abatement Agreement by him subscribed and knows the contents thereof, and that he has the authority of said corporation to execute this Agreement, and acknowledges that he executed the same as his free act and deed.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____
Acting in Kalamazoo County, Michigan

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF PORTAGE, a Michigan Municipal Corporation

By: _____
Patricia M. Randall

Its: Mayor

By: _____
Erica Eklov
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this _____ day of _____, 2025 before me personally came the above named Patricia M. Randall and Erica Eklov, to me personally known, who being duly sworn, did and each for themselves say that they are respectively the Mayor and Clerk of the municipal corporation named in and who executed the within instrument and that said instrument was signed on behalf of said corporation by authority of its City Council; and said Patricia M. Randall and Erica Eklov acknowledge said instrument to be the free act and deed of said municipal corporation.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____

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

Approved as to Form:
Date: 9-10-2025
By: Catherine Kaufman
City Attorney

**AFFIDAVIT WITH REGARD TO FEES
PA 198 of 1974
APPLICATION FOR KALBLUE GROUP, INC.**

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

NOW COME Affiants, Erica Eklov and _____, and state as follows:

1. Erica Eklov is the City Clerk and an official for the City of Portage.
2. Christopher Young is the President and CEO of the applicant, KalBlue Group Inc., who is an applicant for an industrial facilities exemption certificate.

3. Affiants are aware of the following provision, being Section 5(3) of Act No. 198 of the Public Acts of 1974, as amended:

The local government unit may charge the applicant an application fee to process an application for an industrial facilities exemption certificate. The application fee shall not exceed the actual cost incurred by the local government or unit in processing the application or 2% of the total property taxes stated under this Act for the term that the industrial facilities exemption certificate is in effect, whichever is less. A local government unit shall not charge an applicant any other fee under this Act.

4. Affiants state that no payment of any kind in excess of the fee allowed by the above provision of Act 198 as amended has been made or promised in exchange for favorable consideration of an exemption certificate application.

5. Affiants realize that any fee, payment in lieu of taxes, donations, or any other such payments as a condition precedent to approving industrial facilities exemption certificates would be contrary to the legislative intent of Act 198.

6. Each affiant has the authority to make this affidavit on behalf of the entity he or she represents.

CITY OF PORTAGE, a Michigan Municipal
Corporation

Date: _____, 2025

By: _____
ERICA EKLOV
Its: City Clerk

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

KALBLUE GROUP, INC.
A Michigan Corporation

Date: _____, 2025

By: _____
Christopher Young
Its: President & CEO

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

APPROVED AS TO FORM:

DATE 9-10-2025
Catherine P. Kaufman
CITY ATTORNEY

Prepared by:
Catherine P. Kaufman (P654120)
Bauckham Sparks
470 W. Centre Ave., Suite A
Portage, MI 49024

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Citywise Rental Housing Database Agreement

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Approve the City Wise Software LLC City Service & Licensing Agreement to establish a searchable database for renters to locate rental housing in the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.

"Stabilizing and Enhancing the Existing Rental Housing Supply" is one of six primary goals established by the City Council in November 2024. To support this goal, one potential strategy is to begin building a comprehensive database of available rental housing options. A practical first step could be offering a voluntary referral service for rental property owners, accessible through the city's website. Citywise, a platform designed to connect renters with available housing, offers a solution that integrates seamlessly with municipal websites—similar in function to commercial platforms like Apartments.com. The [City of Muskegon](#) is the most recent Michigan community to adopt this service. Other communities currently using the Citywise platform include:

- [Milwaukee County, WI](#)
- [Kenosha, WI](#)
- [Oak Creek, WI](#)
- [Greenfield, WI](#)
- [Green Bay, WI](#) (launched in August and still expanding)

Importantly, Citywise does not charge listing fees for property owners with fewer than 20 units, making it a more inclusive and accessible alternative to traditional for-profit referral sites. It is therefore recommended that City Council approve the City Wise Software LLC City Service & Licensing Agreement to establish a searchable database for renters to locate rental housing in the City of Portage and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: This platform is established at no cost to the City; properties with greater than 20 units pay an advertising fee to be listed.

Attachments: 1. Citywise Agreement (2)

CITY WISE SOFTWARE LLC CITY SERVICE & LICENSING AGREEMENT

This Agreement, effective as of the date of execution, is entered into between City Wise Software LLC ("City Wise"), a limited liability company located at 541 East Erie Street, Unit 305, Milwaukee WI 53202, and the City of Portage, 7900 S. Westnedge Ave, Portage, MI 49002 (the "City") (each individually as a "Party" and collectively as the "Parties").

WHEREAS, City Wise has innovated a proprietary technology solution. This comprehensive solution consists of a series of pages culminating in a dynamic, searchable database of properties (henceforth known as the "Technology");

WHEREAS, the City's intention is to secure a license for the Technology from City Wise for the specified duration;

WHEREAS, City Wise is inclined to grant the City a nonexclusive license for the use of the Technology;

NOW, in consideration of the mutual agreements herein contained, the Parties hereby agree as follows:

A. Services:

1. City Wise warrants and covenants to delivering the services outlined in Schedule 1 to the City. Further, all services outlined in Schedule 1 will be delivered in accordance with the specifications, and within agreed timelines. Any delays or failures in delivery must be promptly addressed by City Wise at no cost to the City.
2. City Wise warrants and covenants that it will not have features of the Technology that permit anyone other than City Wise, City, or persons or entities that list properties, from being able to publicly post anything on an internet domain or subdomain containing, in whole or part, the phrase "portagemi.gov".
3. City Wise warrants and covenants that no third-party advertisements will be used on any internet domain or subdomain provided to it pursuant to this Agreement containing, in whole or part, the phrase "portagemi.gov".
4. City Wise represents and warrants that it owns all intellectual property rights necessary to provide the Technology to City.
5. City Wise warrants and covenants that it will not use anything protected by intellectual property law, in relation to this Agreement, without first acquiring the legal right to do so. City grants City Wise a restricted, nonexclusive, non-sublicensable, and nontransferable license to use City's logo on the property listing website City Wise will set up on a subdomain of the City's website. The City reserves the right to revoke, restrict, or limit the use of its logo at any time, at its sole discretion. Additionally, all public-facing materials that incorporate the City's logo or otherwise reference the City must be submitted for prior written approval by the City before dissemination or publication.
6. City Wise shall, upon request, promptly provide the City with access to all City-related data or records stored in or related to the Technology, including usage metrics, in a readily accessible and exportable format.

7. City Wise agrees to remove any content housed under the portagem.gov domain that the City, in its sole discretion, finds misleading, inaccurate, incomplete or unacceptable for any reason or no reason.

B. Compensation for Services & Fee Distribution:

City Wise will handle the installation and customization of the Technology without charge to the City. The fees, as detailed below, will be collected by City Wise through credit card processing within the Technology or directly by check.

1. Listing Fees: City Wise is authorized to collect payments from property listers for posting available properties for lease or sublet (referred to as "Listing Fees").
2. Other Fees: City Wise has exclusive rights to collect and retain any additional fees associated with the general use of the Technology from third-parties. City Wise is solely responsible for all Payment Card Industry (PCI) compliance matters related to credit card processing through the use of the Technology. City Wise shall not implement or collect any fees from third parties beyond the Listing Fees without the City's prior written consent in its sole discretion.

City Wise shall provide the City with a detailed quarterly accounting of all fees collected, including listing fees and other revenues. The City shall have the right to audit City Wise's relevant records upon thirty (30) days' notice, not more than once per calendar year.

C. Taxes:

The charges and the distribution of fees outlined in this Agreement do not encompass or consider taxation. In the event that City Wise Software LLC is obligated to cover taxes such as sales, use, personal property, value-added, or any other taxes linked to the licenses or services specified in this Agreement, or related to the City's utilization of services, City will not be invoiced for, or responsible for paying or settling such taxes.

D. Expenses:

Unless explicitly addressed, City Wise assumes responsibility for all expenses related to this agreement. In the event that City requests on-site services beyond those specified in Schedule 1, City agrees to reimburse City Wise for travel and out-of-pocket expenses in adherence to the City's Travel Reimbursement Policy.

E. Conduct:

City agrees to obligate its employees, while working in their official capacities, not to engage in the following activities:

1. Uploading, posting, storing, emailing, or transmitting any information, to or from the Technology.
2. Providing misleading information, creating false identities, or manipulating identifiers to mislead or disguise the origin of information stored or transmitted in or through the Technology.
3. Using City Wise, Technology's name, the Technology, or any portion thereof to promote any business,

product, or service through unsolicited emails, spamming, harassing others, or any similar activities.

4. Attempting unauthorized access to data on the Technology, other entities' account information, or other computer systems, servers, or networks connected to the Technology.

F. Duration and Termination:

This Agreement is executed and effective upon mutual signature and will endure for an initial period of three (3) years (referred to as the "Initial Term"). Subsequently, the Agreement will automatically renew for successive three (3) year terms (each termed a "Renewal Term") unless the City expresses its intention to allow the Agreement to expire, as detailed below.

The City has the right to terminate this Agreement for any reason or no reason, regardless of whether such termination is during the Initial Term or any Renewal Terms, upon thirty (30) days' notice to City Wise.

City Wise reserves the right, at its sole discretion, to reject any renewal of this Agreement by providing notice to the City thirty (30) days prior to renewal.

If termination was initiated by notice, City Wise must remove all content from the City's website, including any subdomains, by the date of termination.

Should any court determine that the City must allow any natural person or entity of any kind, other than City Wise, to take up space or otherwise place content of any kind on the City's website (including, but not limited to, any subdomain of the City's website) for any reason related to the City permitting City Wise access to the City's website or any other reason related to this Agreement, this Agreement will automatically terminate without notice or action by either Party. Termination will not be delayed due to anyone's intention to appeal, the pendency of an actual appeal, or the lack of a final order in the case. Upon such termination, City Wise must remove all content from the City's website as soon as reasonably possible, but in no case longer than the shorter of fourteen (14) days after termination or by the time given by the court. If the aforementioned court determination concludes that the City's website has become a public forum, the City's intention is to close the forum. Upon being served with a summons in a lawsuit seeking to expand access to the City's website, as described above, City will send City Wise notice of the suit.

The City does not intend to create a public forum on its website, or on a subdomain thereof. The City does not intend to set open, or aside space on, its website for the public, or a portion thereof, to use for First Amendment activity. City Wise must require that any contributor to acknowledge and agree that the Technology constitutes a non-public forum and that to be featured on the Technology does not serve as a forum for free expression by the public. Further, that the City reserves the right to remove any listing at any time, with or without notice, if deemed necessary to protect the public safety, preserve the integrity of public infrastructure, or maintain compliance with City standards and values.

G. Post-Termination Entitlements and Acquisition Choice:

Upon termination of this Agreement, both Parties remain obligated to fulfill any accrued payment obligations (e.g., fee-sharing or expense reimbursement). Unless otherwise specified in writing, the termination of this Agreement results in the termination of all licenses granted by either Party.

Certain provisions will survive the termination: Sections H.3, K, M, N, O.4, R, X, Y, Z, and AA.2.

H. Licensing of Intellectual Property:

1. **Limited Usage Rights:** City Wise extends to the City a restricted, nonexclusive, non-sublicensable, and nontransferable license to electronically access and use the Technology. This authorization is exclusively granted under the terms specified in this Agreement and is applicable solely in conjunction with the Technology offered to the City. The scope of this license encompasses software usage, access to a single knowledge base, and utilization of user documentation, all of which are proprietary to City Wise and are included within the meaning of the "Technology."
2. **Usage Restrictions:** The City is prohibited from sublicensing or outsourcing the Technology to third-parties. Additionally, the City may not employ the Technology for any competitive purposes related to the Technology. City will not modify, translate, reverse engineer, disassemble, or decompile the Technology. Any attempt to discern the source code for the operation of the Technology is also prohibited, except when necessary for interoperability with other independently created software or as mandated by law.

The City is not allowed to generate derivative works derived from the Technology, any component thereof or the Proprietary Information.

In the context of this Agreement, "reverse engineering" refers to the scrutiny or analysis of the Technology aimed at uncovering its source code, sequence, structure, organization, internal design, algorithms, or encryption devices.

The term "Proprietary Information" encompasses all data, materials, text, photographs, music, video, software, sound, graphics, or any other information or materials, or portions thereof.

3. **Ownership:** City Wise maintains all rights, including title, copyright, and other proprietary rights in the Technology, irrespective of any modifications or updates. The City does not gain any rights, whether express or implied, in the Technology beyond those explicitly outlined in this Agreement.

I. Database and Data Precision:

City Wise will establish a searchable database (referred to as the "Database") of properties, as detailed in Schedule 1.

J. Integration with City's Website:

City commits to appointing a member of its existing technology team to collaborate with City Wise in integrating the listing website into a subdomain of City's existing website using DNS-masking technology. This appointment extends only through initial integration, but in no case longer than forth-five (45) days post-execution. The City shall retain full administrative control over the DNS settings, access credentials, and any technical components related to the subdomain muskegon-mi.gov.

K. Data Ownership and Storage:

All data entered into the Database ("Data"), irrespective of the contributor's identity and whether or not it appears on the housing website, is the sole property of City Wise. City Wise maintains all title, copyright, and other proprietary rights in the Data. City maintains ownership of its website, including any subdomain thereof. Except that all data entered into the Database that is submitted by the City shall remain the sole property of the City.

L. Advertising:

City Wise warrants and covenants that it will not state, in any advertising or otherwise, that City endorses, owns, or otherwise supports City Wise or its offerings, such as the Technology. Notwithstanding the foregoing, City Wise may state that it offers property listings on the City's website.

M. Non-disclosure:

Under this Agreement, the Parties may access information deemed confidential to each other ("Confidential Information"). Confidential Information is specifically confined to the Technology source code and any information explicitly identified in writing as confidential.

Confidential information excludes information that:

1. Become part of the public domain without any action or omission by the other Party.
2. Were lawfully in the other Party's possession before the disclosure and were not obtained directly or indirectly from the disclosing Party.
3. Are legally disclosed to the other party by a third-party without restrictions on disclosure.
4. Are independently developed by the other Party.
5. Are submitted to the housing website by City's residents or area property listers.

Throughout the Agreement's duration and for a period of two (2) years thereafter, the Parties commit to maintaining each other's Confidential Information in confidence. Unless mandated by law, the Parties agree not to disclose each other's Confidential Information to any third-party (excluding their agents or independent contractors) for purposes other than the Agreement's implementation.

Each Party undertakes reasonable measures to prevent the unauthorized disclosure or distribution of Confidential Information by its employees, agents, or independent contractors, violating the terms of this Agreement. Both Parties acknowledge that unauthorized disclosure or use of Confidential Information could result in irreparable harm and significant injury to the disclosing Party, the extent of which may be challenging to determine. Therefore, each Party consents to the right of the non-disclosing Party to promptly seek an injunction to prevent any breach of this Section. Additionally, the non-disclosing Party retains the right to pursue all available legal or equitable rights and remedies in the event of such a breach.

N. Limitation of Liability:

1. *Definitions*: In this Section N, the following terms have the following definitions:

- a. "Theory of Liability" means any theory of liability of any nature, including, but not limited to: tort; warranty; strict liability; state and federal statutes, constitutions, and common law, regardless of their nature; enforcement actions initiated by any government, agency, or public official; mandamus; declaratory relief; intellectual property (which includes, but is not limited to, patent, copyright, trademark, and unfair competition); unfair trade practice; injunctive relief; applicable Michigan fair housing laws; and Michigan Act 442 of 1976. **The term "Theory of Liability" expressly includes any theories based on the City's own negligence, including governmental immunity.**
- b. "City" includes, but is not limited to: the entity of the City, as well as any officer, official, employee, or agent thereof. The term also includes all of the City's insurers. As juxtaposed against the use of the term "City" as it is generally used in this Agreement, the City's insurers are added to its meaning in Section N.
- c. "Expense(s)" has its general definition. It includes, but is not limited to, actual attorneys' fees and actual expenses of litigation.

2. *Construction*: The *ejusdem generis* canon does not apply to this Section N.

3. *Indemnify, Defend, and Hold Harmless*: City Wise must indemnify, defend, and hold harmless City against any liability, damage, loss, Expense, demand, tax obligations, or judgment under any Theory of Liability resulting from, arising out of, or related to the Technology, or otherwise resulting from, arising out of, or related to this Agreement, including any intellectual property infringement.

4. *Applicability*: Section N applies regardless of whether the liability, damage, loss, Expense, demand, or judgment actually exists or is merely alleged to exist by a third-party. Section N applies regardless of whether the Theory of Liability is meritorious or is merely alleged to be so by a third-party. Section N applies regardless of whether the matter results from, arises out of, or relates to the Technology or Agreement, or is merely alleged to do so.

5. *Procedure*: Pursuant to this Section N, upon City learning of a third-party claim, suit, action, demand, or judgment against City, City will tender the matter to City Wise as a notice, and City Wise will immediately take up its obligations under this Agreement. City Wise must provide City notice of any third-party claim, suit, action, or demand against City within three (3) days of discovering it, if such discovery was not due to City informing City Wise of it, and will immediately take up its obligations hereunder. City has the right to be continually informed of the status of the defense and to meaningfully participate in the defense. City Wise has the right to select any legal counsel it chooses when defending City. City Wise must not settle any third-party claim, suit, action, or demand that causes City to pay any money or be held liable, in whole or part, without the approval of the City Council for the City of Portage.

6. *Enforcement Fees*: If City commences a lawsuit to enforce its rights under this Section N and prevails in securing such rights, it is entitled to recover the Expenses of litigation relating to said securing.

7. *Superiority*: This Section N applies, notwithstanding anything in this Agreement to the contrary.

O. Public Records.

1. *Definitions*: In this Section O, the following terms have the following definitions:

a. "Record(s)" are defined by Michigan Statute Section 15.232(i).

b. "Open Government Laws" means Michigan Act 442 of 1976.

2. The City is a municipal entity legally bound to comply with the Open Government Laws and that, unless otherwise clearly allowed by law to be an exception to disclosure, all aspects of this Agreement are subject to open disclosure and are a matter of public record. The Parties warrant and covenant that neither will take any action to obstruct the operation of the Open Government Laws, and warrant and covenant that City will have sole and final decision-making authority as to how to comply with the Open Government Laws. To comply with any public record request, City Wise warrants and covenants that it will produce copies of all Records to City in their original format.
3. City Wise warrants and covenants that it will immediately provide the City, as a notice, any public record request received by City Wise that in any way relates to this Agreement.
4. City Wise warrants and covenants that it will maintain all Records subject to any of the Open Government Laws for the length of time prescribed by law. City Wise covenants that upon the termination of this Agreement, regardless of cause, it will provide all Records subject to the Open Government Laws to the City, the City must receive such records no later than thirty (30) days after termination.
5. This Section O applies, notwithstanding anything in this Agreement to the contrary, except if there is a conflict with Section N.

P. Insurance:

1. City Wise must procure and maintain, at its own cost, insurance policies as hereinafter specified to insure against all risk and loss during the term of this Agreement (including any renewal terms). The policies must be issued by an insurance company or companies authorized to do business in the State of Michigan and licensed by the State of Michigan. All such policies must name the City of Portage as an "additional insured" party. City Wise must furnish, as a notice, a Certificate of Insurance, and proof of payment of any required insurance premiums, to the City of Portage to indicate compliance with each of the insurance obligations in this Agreement within thirty (30) days of the Agreement's effective date. The insurance policies must contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the City of Portage will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change includes, but is not limited to, a change in policy amount, coverage, or status of the insurer. If the aforementioned cancellation or change would lead to City Wise falling below the required coverages, and this is not remedied prior to fifteen (15) days before cancellation or change takes effect, the City may purchase an amount of insurance necessary to meet the minimum required coverages as specified herein, and send an invoice, as a notice, to City Wise for the actual costs thereof; City Wise must pay such invoice within thirty (30) days of the

date it was sent.

2. City Wise must procure and maintain insurance with coverages and limits at least as broad as the following:

a. Commercial General Liability Insurance:

- i. \$2,000,000 per occurrence; \$2,000,000 aggregate
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.

b. Umbrella Policy:

- i. \$2,000,000
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.

c. Cyber Liability Insurance:

- i. \$1,000,000 per occurrence; \$2,000,000 aggregate
- ii. Covers: invasion and breach of privacy; invasion and breach of security; unauthorized release, access, destruction, corruption, alteration, and theft of electronic information; computer virus, malware, and ransomware; denial of service or other attack

d. Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Q. Industry Standards:

City Wise warrants and covenants that all services conducted under this Agreement will adhere to generally prevailing professional or industry standards.

R. Assignment:

The Parties shall not transfer or assign this Agreement, in whole or part, or any license hereunder, without obtaining prior written consent from the other Party.

S. General Marketing:

City acknowledges and agrees that City Wise may make reference to City as a customer in various marketing materials, including but not limited to marketing presentations, press releases, product brochures, and financial or governmental reports.

T. Sole Agreement:

This document constitutes the entire understanding and Agreement between City Wise and City. It is specifically agreed that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to), representations, agreements, contracts, or understandings; any of the foregoing may have taken place or been in existence at any time between the parties, and may have been either written or oral.

U. Modifications:

Changes to this Agreement require mutual agreement, must be documented in writing, signed by both City Wise and City, and incorporated into this Agreement. Changes need no further consideration to be effective, though this Agreement does not prohibit further consideration from being employed.

V. Waiver:

The waiver of any default or breach by either Party will not be considered a waiver of any other default or breach.

W. Severability:

If any part of this Agreement—other than Sections N, O, or P—is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect.

X. Notices:

All notices and communications related to this Agreement must be in writing. Parties may change their address by notifying the other Party in accordance with this paragraph. Notice is considered given as follows:

1. Personally delivered to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Manager).
2. Three (3) days after deposit in the United States mail, postage prepaid, to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Manager). Such mailing must be by First Class Mail or Certified Mail.

Y. Governing Law/Jurisdiction:

This Agreement and all matters arising from it are governed by the laws of the State of Michigan. Any legal action or proceeding, initiated by either Party against the other, and that is related to this Agreement shall be brought in state or federal courts in Kalamazoo County or the United States District Court for the Western District of Michigan. Both City Wise and City consent to the jurisdiction of these courts and agree that venue is appropriate in any legal action or proceeding related to this Agreement. For the avoidance of doubt, this paragraph does not waive or forfeit any other objections to the initiation of such legal action, such as the proper service of a summons.

Z. Construction:

1. This Agreement is the result of an arm's length negotiation, and in resolving any ambiguity in this Agreement, none of the Parties hereto will be deemed to be the draftsman hereof.
2. For the avoidance of doubt, the words "represent", "warrant", and "covenant", including any grammatical tense or form of the words, are intentionally chosen to invoke the obligations and remedies associated with them under the law.
3. Nothing contained in this Agreement is intended to be a waiver or estoppel by the City (including, but not limited to, the entity of the City, as well as any officer, official, employee, agent, and insurers) to rely upon the limitations, defenses, and immunities contained within Michigan law

AA. Authority to Act:

1. Each of the undersigned hereby represents and warrants that: (a) they have all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the Parties, enforceable against each of them in accordance with the terms of the Agreement.
2. The City Council for the City of Portage, by approving this Agreement, vests the City Manager, including any of the City Manager's designees, with the authority to act for the City during any terms of this Agreement. For the avoidance of doubt and by way of example only, such authority includes the decisions of whether to terminate this Agreement, approve assignments, initiate and prosecute any legal action or proceeding related to this Agreement, and otherwise carry out this Agreement. Notwithstanding the foregoing, the Council reserves the sole authority to settle any litigation or amend this Agreement, as well as concurrent authority with the City Manager to act for the City during any terms of this Agreement.

BB. Relationship of Parties:

There is no employment or agency relationship between the Parties; City Wise is an independent contractor of the City.

CC. User Agreements:

1. *Intent:* City Wise intends to enter into separate user agreements (also called listing agreements) with third-parties to govern said third-parties' ability to list properties on a subdomain on the City's website. This Section CC is intended to govern the content of such user agreements and inform the scope of City Wise's authority to allow third-parties access to the City's website.
2. *Definitions:* As used in this Section CC, "City" has the meaning of Section N.1.b.
3. City Wise may enter into user agreements with third-parties that allows the third-party to list properties on a subdomain of the City's website (portagemi.gov), except as that right is limited in this Section CC.
4. City Wise warrants and covenants not to enter into any user agreement with any third-party that

allows the third-party to list properties on a subdomain of the City's website (portagemi.gov) unless said user agreement contains substantially the same provisions as Sections N, P, Y, and Z.3 in this Agreement, a statement such provisions are expressly made in favor of the City, and that the City is a third-party beneficiary of the user agreement. While the user agreement's versions of this Agreement's Sections N, P, Y, and Z.3 may be substantially the same, rather than identical, they must not afford the City less rights or protections than Sections N, P, Y, and Z.3 establish in this Agreement.

- a. Without limiting the requirement that user agreements be substantially similar to the whole of Section N of this Agreement (for the avoidance of doubt and by way of example only, this includes the definitions contained therein), a provision of a user agreement is substantially similar to N.3 of this Agreement if it reads as follows: "[Third-party entering into user agreement] must indemnify, defend, and hold harmless the City against any liability, damage, loss, expense, demand, or judgment under any theory of liability resulting from, arising out of, or related to [third-party entering into user agreement's] use of the Technology, or otherwise resulting from, arising out of, or related to this [user agreement]."

5. The City may request, as a notice, access to any user agreement authorized herein, and will receive such from City Wise within fourteen (14) days of the notice.

DD. Third-Party Beneficiaries:

The Parties do not intend to create any third-party beneficiaries to this Agreement, and this Agreement creates none.

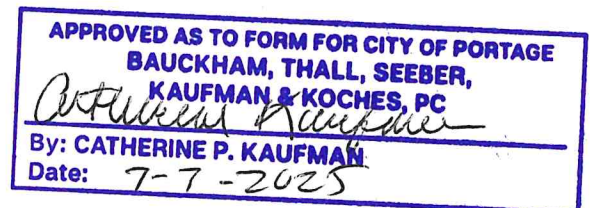
IN TESTIMONY OF THIS AGREEMENT, the undersigned parties have signed and executed this document as of the date first mentioned above.

CITY OF PORTAGE, MICHIGAN:

Pat McGinnis, City Manager

CITY WISE SOFTWARE LLC:

By: _____
Name: _____
Title: _____



SCHEDULE 1

Services to Be Performed

City Wise commits to:

- **Hosting Housing Website:**
 - Host a housing website for City, on a subdomain of the City's main website, portagemi.gov, including associated data, tables, and login pages as part of the proprietary licensed software owned.
- **Technology Integration:**
 - Collaborate with the City to embed the Technology in a subdomain of City's existing website, maintaining the City website's "look and feel" during user transitions to the Technology.
- **Searchable Database Development:**
 - Construct a searchable database within the application for listing properties available to the public. Customize search fields to align with City's neighborhoods and terminology.
- **Marketing of Housing Website:**
 - Promote the housing website to prospective property listers through targeted advertising, including local advertising, direct mail, phone calls, and face-to-face sales visits.
- **Listing Fees Collection:**
 - Collect Listing Fees, subject to City's approval (withholding approval not unreasonably).
- **User Agreement Development:**
 - Only using user agreements approved by the City, and to collaborate with City to develop such user agreement including, but not limited to:
 - a. Disclaiming City's responsibility for and highlighting the absence of any recommendation or guarantee regarding property listings or physical properties.
 - b. Requiring user compliance with all applicable laws, rules, and regulations.
- **Quarterly Reports:**
 - Prepare and deliver quarterly reports on site statistics to City, including, at a minimum, the number of subscribers and property listings.
- **Product Support:**
 - Provide product support to City and users through a customer service email account.
- **Customized Site Inclusions:**
 - Include in the customized site:
 - Property listing fields allowing up to three (3) photos or graphic images of listed properties, linked to maps, and property manager emails.
- **Technology Upgrades:**
 - Regularly install Technology upgrades to the Technology, notifying City of relevant upgrades via email.
- **Data Backups:**
 - Perform regular monthly backups of site data.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Revised Investment Policy

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Adopt the revised Investment Policy.

In 2019, the City of Portage issued a Request for Proposals (RFP) for professional investment management services. Seven firms responded with annual service quotes ranging between \$19,000 and \$25,000. After review, the Finance Department recommended continuing to manage investments internally, citing the department's strong capabilities and cost savings.

In 2020, the Finance Department added a new position, the Deputy Director of Revenue & Treasury, who, among other duties, has direct responsibility for overseeing investments. The position was filled by a professional with both the Certified Public Funds Investment Manager (CPFIM) and Advanced Certified Public Funds Investment Manager (ACPFIM) designations from the Association of Public Treasurers of the United States and Canada. These credentials strengthened the city's internal expertise and provided nationally recognized qualifications in public funds investment management.

Section 4.6(n) of the City Charter states, "there shall be no standing committees of the Council." First formed in 1996, the Investment Committee was suggested to meet quarterly but has not met since July 7, 2021, nor have appointments been made since then. This lack of meetings has not adversely impacted city investments. When the City Administration reviewed options to fill vacant seats, it was determined that the committee was no longer necessary, given the Finance Department's professional capacity and expertise. Instead of a committee, the Finance Department, via the City Administration, is able to oversee investments and provide City Council with quarterly investment updates.

The proposed policy revision reflects this change: The City Administration will now oversee the investment program, while City Council will receive quarterly reporting for full transparency.

Summary of Key Policy Changes (2021-2025)

Governance & Oversight:

- 2021: Investment Committee reviewed/approved policy and received quarterly reports.
- 2025: City Administration now reviews/approves; City Council receives quarterly reports.

Liquidity Requirements:

- 2021: General liquidity standard.
- 2025: Explicit requirement to maintain liquid assets equal to three months of payroll. Per the new updated liquidity policy, which is reflective of the 20% general fund reserve.

Delegation of Authority:

- 2021: Finance Director responsible for all activities.
- 2025: Authority may be delegated to the Finance Director or designee.

Financial Institutions:

- 2021: FDIC/NCUA/SIPC required; capped at 1% of the institution's Tier 1 capital.
- 2025: Adds preference for local institutions with a physical presence in the city.

Maximum Maturity:

- 2021: Maximum of 5 years (10 years for repurchase collateral).
- 2025: Extended to 6 years (10 years for repurchase collateral).

Conflicts of Interest:

- 2021: Disclosures made to the Finance Director and Committee.
- 2025: Disclosures made to the Finance Director, or if involving the Finance Director, to the City Administration.

The updated Investment Policy preserves compliance with Michigan Public Act 20 of 1943, strengthens liquidity standards, and enhances transparency by providing direct quarterly reporting to the City Council. The changes reflect the city's increased internal capacity and professional qualifications in investment management, eliminating the need for an external Investment Committee.

It is recommended that City Council adopt the revised investment policy and dissolution of the City of Portage Investment Committee.

FUNDING: N/A

- Attachments:**
1. City of Portage Investment Policy - 060625 (clean)
 2. City of Portage Investment Policy - Red Line Revision Summer 2025 - 092225
 3. APT USC - Press Release 063025
 4. Broker & Depositories - 062625

1.0

Purpose - It is the policy of the City of Portage (The City) to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the City and comply with all Michigan statutes governing the investment of public funds.

This policy is reviewed and approved by City Management at least annually.

2.0

Scope - This investment policy applies to all financial assets of the City. These assets are accounted for in the various funds of the City and include:

- 2.1 General fund,*
- 2.1.1 Special revenue funds,*
- 2.1.2 Debt service funds,*
- 2.1.3 Capital project funds,*
- 2.1.4 Enterprise funds,*
- 2.1.5 Internal service funds,*
- 2.1.6 Trust and agency funds*
- 2.1.7 Any new fund established by the City.*

3.0

Prudence – Investments should be made with judgement and care under current circumstances, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence shall be used by investment officials and shall be the “prudent person” and/or “prudent investor” and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the investment policy and investment procedures, while exercising due diligence, shall be relieved of personal responsibility from adverse developments due to market changes or credit risk. Provided the individual(s) make a timely report to City management outlining unpredictable deviations and appropriate action is taken.

4.0

Objectives - The primary objectives, in priority order, of the City's investment activities shall be:

4.1 Safety - The principal's safety is the investment program's foremost objective. Investments made on behalf of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To provide a high level of safety the City will diversify investments among a variety of securities and financial institutions that comply with the standards set forth in this policy under Public Act 20 (PA 20) and financial institution guidelines.

4.2 Diversification - The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.3 Liquidity - The investment portfolio shall remain sufficiently liquid to meet all operating requirements and cash flows that may be reasonably anticipated. This investment policy will also take into consideration the City of Portage liquidity policy which provides a liquidity level of three months worth of payroll.

4.4 Return on Investment—The investment portfolio shall be designed to obtain a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the portfolio's cash flow characteristics.

5.0

Delegation of Authority to Make Investments – The authority of the investment official(s) to conduct transactions and manage the City's investment portfolio.

5.1 Authority to manage the investment program is derived from the City Charter Chapter 6, Section 6.7, City Treasurer, and per MCL 87.11. Management responsibility for the investment program is delegated to the Finance Director as the City Treasurer. The Finance Director, or his/her designee, shall be responsible for all transactions undertaken and establish a system of controls to regulate the activities or subordinate officials. No person may engage in an investment transaction except as provided under the terms of this policy.

6.0

Investment Procedures – The process and strategy used by the investment official(s) to coincide with the investment policy.

6.1 The Finance Director, or his/her designee, acting as the investment official(s), shall establish a written investment policy for the operation of the investment program.

Written procedures and internal controls for the operation of the investment program shall be consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking service contracts. All procedures and strategies shall be approved by City management.

7.0

Ethics and Conflicts of Interest – Conflicts of interests’ regulation will regulate investment official(s) ethical behavior and conflicts of interest.

7.1 Investment official(s) involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Investment official(s) shall disclose to the Finance Director (if the Finance Director has a potential conflict, they shall disclose to City management) any material financial interests in any financial institutions that conduct business with the City of Portage as well as any significant personal financial/investment positions that could be related to the performance of the City of Portage portfolio.

8.0

Authorized Financial Dealers and Institutions – A set formal process to be used in the selection of dealers/brokers, depositories, and financial institutions

8.1 The Finance Director will maintain a list of financial institutions, dealers/brokers, and depositories authorized to provide investment services. The City may conduct investment business only with financial service firms that are on a service provider list reviewed and approved at least annually by the Finance Director. The list shall be developed by the Finance Director, or his/her designee. Inclusion of a financial service firm on the list shall be contingent upon criteria set by the City or the Finance Director that may include, but are not limited to:

- References from within the state of Michigan,
- Insurance/secured level, ratings,
- Financial security, history and stability of the company.

8.2 The City will not do business with any financial institution that does not maintain FDIC, NCUA or SIPC insurance. The City also requires that the entity maintain additional coverage for its portfolio over and above SIPC to cover fraud and/or defalcation in a manner and amount to be evaluated on a case by case basis.

8.3 The total City investment in any one bank or savings and loan must represent less than 1% of the institution’s Tier 1 capital.

8.4 Financial Institutions – As it pertains to financial institutions, the City of Portage shall place investment transactions preferably with those financial institutions that maintain a brick-and-mortar presence within the City limits, ensuring accessibility, accountability, and support for the local economy

9.0

Authorized Suitable Investments – The selection of investment instruments to be allowed for investment purposes.

The City is limited to investments authorized by Public Act 20 of 1943, as amended, and may invest in the following Options/Limitations:

9.1 Certificates of Deposit. Finance Director, or his/her designee, may invest in bank certificates of deposits as defined in MCL 129.16 and in accordance with MCL 129.91 guidelines. Certificates of deposits exceeding the federal insurance amount for that institution can be done following guidelines established by the investment committee.

9.2 U.S. Treasury and Agency obligations.

9.3 Commercial Paper

9.3.1 Must be rated by no fewer than two rating firms which the Securities and Exchange Commission recognizes.

9.3.2 Must be rated in the two highest classifications (i.e., A2/P2 or better). “2”-rated commercial paper must be accompanied by an irrevocable letter of credit. Split rated (e.g., A1/P2) or “1” rated commercial paper may be purchased without requiring a letter of credit.

9.3.3 The total investment in any one company may not exceed 15% of the total portfolio at the time of purchase, including the proposed pending purchase.

9.3.4 The maturity is not more than 270 days after the date of purchase.

9.4 Bankers’ Acceptances of United States banks only.

9.5 Repurchase Agreements that are backed by any U.S. Treasury or Agency obligation which the City is allowed to purchase directly.

9.6 Mutual funds and local government investment trusts, bank-sponsored or independently formed, that are comprised of investments which the City is allowed to purchase directly, under the guidelines of PA 20 of 1943 as amended. The stated investment objective of these funds must be to maintain a net asset value (NAV) of \$1.00 per share.

a) The amount invested in free-standing local government investment pools or trusts, or qualifying mutual funds, may not exceed 50% of the total portfolio at the time of purchase inclusive of the proposed pending purchase.

b) The amount invested in a qualified mutual fund, pool or trust that is part of the City depository banking contract as an overnight money market investment shall not be subject to any limitations.

9.7 Michigan state and municipal Obligations

Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.

10.0

Repurchase Agreements – A Master Repurchase Agreement must be signed with any bank or dealer looking to enter into a repurchase agreement with the City.

10.1 The Finance Director, or his/her designee, has the ability to negotiate a repurchase agreement with an authorized financial dealer/broker and or financial institution. All agreements must be authorized by the Finance Director and comply with this policy. All agreements must also adhere to the following standards:

10.1.1 All repurchase agreements must comply with PA 20 of the State of Michigan.

10.1.2 The securities of the agreement can be periodically valued by market.

10.1.3 The market value of the securities shall not fall below 101% of market value. Should the value fall below 101% collateral lead, the City will have rights equal to additional cash or securities equal or above 101% level of the original agreement.

10.1.4 The City will have the right to liquidate the agreement in the event of default by the seller.

10.1.5 The City shall retain an independent custodian to retain securities underlying the agreement.

10.1.6 Rights and specifications regarding substitutions of securities shall be determined by the City.

10.1.7 The City has the right to remedial action in the form of reimbursement in the valuation of 101% of original purchase, if there is a violation of the original agreement.

11.0

Investment Pools – Investment pools are allowed by this policy

11.1 Local government pools organized under Section 4 of Public Act 121 of 1985 are allowable investments per this policy. No more than 50% of the entire investment portfolio of the City may be invested into a single pool at time of purchase. Investment pools shall have the following guidelines:

11.1.1 A signed agreement that all investments will follow eligible investment securities outlined in PA 20 of the State of Michigan.

11.1.2 The Investment Pool will provide, if requested, a statement of investment policy and procedures, a description of interest calculations and disbursements of interest and gains and loss reporting.

11.1.3 The Investment Pool will provide a monthly statement outlining current position and any gains or losses.

11.1.4 The Investment Pool will provide, if requested, to the Finance Director, or his/her designee, any general questions they might have regarding: fee schedules, how securities are safeguarded, who is currently invested, investment size, and how often investments are made. Allowable deposit and withdraw size and how often the City is allowed to make deposits and withdraws from the pool, will also be made available upon request.

11.1.5 The Investment Pool will provide to the Finance Director any audit reports of the Investment Pool.

12.0

Safekeeping and Custody

12.1 All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the City shall be on a cash (or delivery vs payment) basis. Securities may be held by a third party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

12.2 If holdings or investments in a depository exceeds the Federal Deposit Insurance Corporation coverage or similar coverage, that depository must have a recommended rating from the Bauer financial star ranking system or approval from City management.

13.0

Diversification

13.1 The City will diversify its investments by security type and institution. No financial institution or dealer/broker may have more the 25% of the total portfolio of the City unless otherwise stated in this policy. The following is a table outlying the diversification percentages of each investment allowable by this policy.

INVESTMENT TYPE	MAXIMUM ALLOWABLE PERCENTAGE
US TREASURY	100%
CERTIFICATE OF DEPOSIT	60%
COMMERCIAL PAPER	70%
MUTUAL FUNDS	50%
INVESTMENT POOLS	50%
REPURCHASE AGREEMENTS	10%
STATE AND MUNICIPAL OBLIGATIONS	10%
BANKER ACCEPTANCE	10%

14.0

Maximum Securities

14.1 To the extent possible, all investments will attempt to match cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 6 years from the date of purchase. However, the City may collateralize its repurchase agreement using longer dated investments not to exceed 10 years to maturity.

15.0

Internal Control

15.1 The Finance Director shall establish as part of the annual process of independent review by the external auditor a review of internal control by assuring compliance with policies and procedures of the City.

16.0

Performance Standards

16.1 The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The bench mark to be used for gauging portfolio performance will be based on the US Treasury Bill average fed funds rate.

17.0

Reporting

17.1 The Finance Director, and/or their designee, will provide to the City Council, via materials transmitted, a quarterly report which will provide a clear picture of the status of the current investment portfolio. The report will include changes in the portfolio structure moving forward and thoughts on current and future investment strategies. Schedules in the quarterly report will also include:

- 17.1.1 A listing of all securities currently held at the end of the reporting period and sorted by investment category
- 17.1.2 Average life and final maturity of all investments listed
- 17.1.3 Coupon, discount or earnings rate
- 17.1.4 Par Value, Amortized Book Value and Market Value
- 17.1.5 Percentage of the Portfolio represented by each investment category

Original policy recommended by Investment Committee September 25, 1998, approved by City Council October 6, 1998.

¹ Revisions approved by City Council January 11, 2005

² Revisions recommended by Investment Committee March 12, 2008 and approved by City Council April 29, 2008.

³ Revisions recommended by Investment Committee October 18, 2010 and March 1, 2011 and approved by City Council May 10, 2011.

⁴ Revision recommended by Investment Committee June 30, 2015 and approved by City Council August 11, 2015.

⁵ Revision recommended by Investment Committee July 21, 2020

⁶ Revision recommended by Investment Committee September 3rd, 2020

⁷ Revisions Recommended by Investment Committee July 7th, 2021

⁸ Revisions recommended by City Management 06/06/2025

INVESTMENT OF SURPLUS FUNDS OF POLITICAL SUBDIVISIONS
Act 20 of 1943

AN ACT relative to the investment of funds of public corporations of the state; and to validate certain investments.

History: 1943, Act 20, Imd. Eff. Mar. 13, 1943;—Am. 1988, Act 285, Imd. Eff. Aug. 1, 1988;—Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997.

The People of the State of Michigan enact:

129.91 Investment of funds of public corporation; eligible depository; secured deposits; funds limitation on acceptable assets; pooling or coordinating funds; written agreements; investment in certificate of deposit; conditions; “financial institution” defined; additional definitions.

Sec. 1. (1) Except as provided in section 5, the governing body by resolution may authorize its investment officer to invest the funds of that public corporation in 1 or more of the following:

(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.

(b) Certificates of deposit, savings accounts, or depository receipts of a financial institution, but only if the financial institution complies with subsection (2); certificates of deposit obtained through a financial institution as provided in subsection (5); or deposit accounts of a financial institution as provided in subsection (6).

(c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.

(d) Repurchase agreements consisting of instruments listed in subdivision (a).

(e) Bankers' acceptances of United States banks.

(f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.

(g) Mutual funds registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of any of the following:

(i) The purchase of securities on a when-issued or delayed delivery basis.

(ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.

(iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.

(h) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

(i) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118.

(j) The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

(2) Except as provided in subsection (5), a public corporation that invests its funds under subsection (1) shall not deposit or invest the funds in a financial institution that is not eligible to be a depository of funds belonging to this state under a law or rule of this state or the United States.

(3) Assets acceptable for pledging to secure deposits of public funds are limited to assets authorized for direct investment under subsection (1).

(4) The governing body by resolution may authorize its investment officer to enter into written agreements with other public corporations to pool or coordinate the funds to be invested under this section with the funds of other public corporations. Agreements allowed under this subsection shall include all of the following:

(a) The types of investments permitted to be purchased with pooled funds.

(b) The rights of members of the pool to withdraw funds from the pooled investments without penalty.

(c) The duration of the agreement and the requirement that the agreement shall not commence until at least 60 days after the public corporations entering the agreement give written notice to an existing local government investment pool which is organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150, in those counties where such a pool is operating and accepting deposits on or before September 29, 2006.

- (d) The method by which the pool will be administered.
 - (e) The manner by which the public corporations will respond to liabilities incurred in conjunction with the administration of the pool.
 - (f) The manner in which strict accountability for all funds will be provided for, including an annual statement of all receipts and disbursements.
 - (g) The manner by which the public corporations will adhere to the requirements of section 5.
- (5) In addition to the investments authorized under subsection (1), the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in certificates of deposit in accordance with all of the following conditions:
- (a) The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to this state under section 6 of 1855 PA 105, MCL 21.146.
 - (b) The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the public corporation.
 - (c) The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
 - (d) The financial institution acts as custodian for the public corporation with respect to each certificate of deposit.
 - (e) At the same time that the funds of the public corporation are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the public corporation through the financial institution.
- (6) In addition to the investments authorized under subsection (1), the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in deposit accounts that meet all of the following conditions:
- (a) The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to this state under section 6 of 1855 PA 105, MCL 21.146.
 - (b) The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the public corporation.
 - (c) The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.
 - (d) The financial institution acts as custodian for the public corporation with respect to each deposit account.
 - (e) On the same date that the funds of the public corporation are deposited under subdivision (b), the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by the public corporation in the financial institution.
- (7) A public corporation that initially invests its funds through a financial institution that maintains an office located in this state may invest the funds in certificates of deposit as provided under subsection (5).
- (8) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and that maintains a principal office or branch office located in this state under the laws of this state or the United States.
- (9) As used in this act:
- (a) "Governing body" means the legislative body, council, commission, board, or other body having legislative powers of a public corporation.
 - (b) "Funds" means the money of a public corporation, the investment of which is not otherwise subject to a public act of this state or bond authorizing ordinance or resolution of a public corporation that permits investment in fewer than all of the investment options listed in subsection (1) or imposes 1 or more conditions upon an investment in an option listed in subsection (1).
 - (c) "Investment officer" means the treasurer or other person designated by statute or charter of a public corporation to act as the investment officer. In the absence of a statutory or charter designation, the governing body of a public corporation shall designate the investment officer.
 - (d) "Public corporation" means a county, city, village, township, port district, drainage district, special assessment district, or metropolitan district of this state, or a board, commission, or another authority or agency created by or under an act of the legislature of this state.

History: 1943, Act 20, Imd. Eff. Mar. 13, 1943;—CL 1948, 129.91;—Am. 1964, Act 126, Eff. Aug. 28, 1964;—Am. 1977, Act 66, Imd. Eff. July 20, 1977;—Am. 1978, Act 500, Imd. Eff. Dec. 11, 1978;—Am. 1979, Act 79, Imd. Eff. Aug. 1, 1979;—Am. 1982, Act 217, Imd. Eff. July 8, 1982;—Am. 1988, Act 239, Imd. Eff. July 11, 1988;—Am. 1997, Act 44, Imd. Eff. June 30, 1997;—Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997;—Am. 2006, Act 400, Imd. Eff. Sept. 29, 2006;—Am. 2008, Act 308, Imd. Eff. Dec. 18, 2008;—Am. 2009, Act 21, Imd. Eff. May 5, 2009;—Am. 2012, Act 152, Imd. Eff. May 30, 2012.

129.92 Repealed. 1997, Act 196, Imd. Eff. Dec. 30, 1997.

Compiler's note: The repealed section pertained to investment of sinking funds and insurance moneys by school districts.

129.93 Existing investments ratified and validated.

Sec. 3. Investments made before the effective date of the amendatory act that repealed section 2 of the surplus funds, sinking funds, or insurance funds of a political subdivision of this state in bonds and other obligations of the United States or its instrumentalities or certificates of deposit or depository receipts of a bank that is a member of the federal deposit insurance corporation as provided under section 1 and former section 2 of this act are hereby ratified and validated.

History: 1943, Act 20, Imd. Eff. Mar. 13, 1943;—CL 1948, 129.93;—Am. 1964, Act 126, Eff. Aug. 28, 1964;—Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997.

129.94 Funds accumulated under eligible deferred compensation plan; deposit; investment; existing investments ratified and validated.

Sec. 4. (1) As used in this section:

(a) "Eligible deferred compensation plan" means a deferred compensation plan established and maintained by a governing body, which plan meets the requirements of section 457 of the internal revenue code.

(b) "Financial institution" means a state or nationally chartered bank, a state or federally chartered savings bank, a state or federally chartered savings and loan association, or a state or federally chartered credit union, which financial institution is insured by an agency or instrumentality of the federal government.

(c) "Governing body" means the legislative or governing body of a county, city, village, township, or special assessment district, or an agency, board, or commission of a county, city, village, or township.

(2) The governing body, by resolution, may authorize its treasurer or chief fiscal officer to deposit funds received under an eligible deferred compensation plan in a financial institution authorized by law to do business in this state or with an authorized deferred compensation agent appointed by the governing body. Notwithstanding any other provision of this act, the treasurer or chief fiscal officer, as authorized by resolution of the governing body, may place funds accumulated under an eligible deferred compensation plan with a financial institution authorized to do business in this state, a state or federally licensed investment company or insurance company authorized to do business in this state, or trust established by public employers for the commingled investment of the amounts held under deferred compensation and retirement plans, which funds shall be invested by the financial institution, insurance company, investment company, or trust as directed by the governing body. The investment of eligible deferred compensation plan funds shall be in the manner and for the purposes described in section 457 of the internal revenue code.

(3) The investment of funds accumulated under an eligible deferred compensation plan of a governing body prior to the effective date of the amendatory act that added this section, which investments otherwise meet the requirements of this section, are ratified and validated.

History: Add. 1988, Act 285, Imd. Eff. Aug. 1, 1988.

129.95 Investment policy; adoption by governing body.

Sec. 5. (1) Not more than 180 days after the end of a public corporation's first fiscal year that ends after the effective date of the amendatory act that repealed section 2, a governing body, in consultation with the investment officer, shall adopt an investment policy that, at a minimum, includes all of the following:

(a) A statement of the purpose, scope, and objectives of the policy, including safety, diversification, liquidity, and return on investment.

(b) A delegation of authority to make investments.

(c) A list of authorized investment instruments. If the policy authorizes an investment in mutual funds, it shall indicate whether the authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share or also includes securities whose net asset value per share may fluctuate on a periodic basis.

(d) A statement concerning safekeeping, custody, and prudence.

(2) A governing body that as of the effective date of the amendatory act that repealed section 2 has adopted an investment policy that substantially complies with the minimum requirements under subsection (1) is not in violation of this section as long as that policy remains in effect.

History: Add. 1997, Act 196, Imd. Eff. Dec. 30, 1997.

129.96 Execution of order to purchase or trade funds of public corporation; providing copy of investment policy; public corporation subject to subsection (1); report.

Sec. 6. (1) Subject to subsection (2), before executing an order to purchase or trade the funds of a public corporation, a financial intermediary, broker, or dealer shall be provided with a copy of the public corporation's investment policy and shall do both of the following:

- (a) Acknowledge receipt of the investment policy.
- (b) Agree to comply with the terms of the investment policy regarding the buying or selling of securities.

(2) A public corporation is subject to subsection (1) beginning on the date that the investment policy of a public corporation takes effect or 180 days after the end of the public corporation's first fiscal year ending after the effective date of the amendatory act that repealed section 2, whichever is earlier.

(3) The investment officer shall provide quarterly a written report to the governing body concerning the investment of the funds.

History: Add. 1997, Act 196, Imd. Eff. Dec. 30, 1997;—Am. 2007, Act 213, Imd. Eff. Dec. 27, 2007.

129.97 Long-term or perpetual trust fund; investment of assets; resolution authorizing investment officer same authority as investment fiduciary under MCL 38.1132 to 38.1140m; conditions.

Sec. 7. Notwithstanding any law or charter provision to the contrary, if a public corporation has a long-term or perpetual trust fund consisting of money and royalties or money derived from oil and gas exploration on property or mineral rights owned by the public corporation, the governing body of the public corporation may by resolution provide its investment officer with the same authority to invest the assets of the long-term or perpetual trust fund as is granted an investment fiduciary under the public employee retirement system investment act, 1965 PA 314, MCL 38.1132 to 38.1140m.

History: Add. 2008, Act 220, Imd. Eff. July 16, 2008.

129.97a Investment of assets of special revenue fund by investment officer; resolution granting authority; annual special revenue fund report.

Sec. 7a. (1) Notwithstanding any law or charter to the contrary, if a public corporation has a special revenue fund consisting of payments for park operations and maintenance, the governing body of the public corporation may by resolution provide its investment officer with the same authority to invest the assets of the special revenue fund as is granted an investment fiduciary under the public employee retirement system investment act, 1965 PA 314, MCL 38.1132 to 38.1140m.

(2) The investment officer shall prepare and issue an annual special revenue fund report. The investment officer shall make the annual special revenue fund report available to the citizens of the public corporation. The annual special revenue fund report shall include all of the following:

- (a) The name of the special revenue fund.
- (b) The special revenue fund's investment fiduciaries.
- (c) The special revenue fund's assets and liabilities.
- (d) The special revenue fund's funded ratio.
- (e) The special revenue fund's investment performance.
- (f) The special revenue fund's expenses.

History: Add. 2008, Act 404, Imd. Eff. Jan. 6, 2009.

1.0

Purpose - It is the policy of the City of Portage (The City) to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the City and comply with all Michigan statutes governing the investment of public funds.

This policy is reviewed and approved by ~~City Management~~ the Investment Committee at least annually.

2.0

Scope - This investment policy applies to all financial assets of the City. These assets are accounted for in the various funds of the City and include:

- 2.1 General fund,
- 2.1.1 Special revenue funds,
- 2.1.2 Debt service funds,
- 2.1.3 Capital project funds,
- 2.1.4 Enterprise funds,
- 2.1.5 Internal service funds,
- 2.1.6 Trust and agency funds
- 2.1.7 Any new fund established by the City.

3.0

Prudence – Investments should be made with ~~judgement and care under current circumstances~~ judgment and care under current circumstances, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence shall be used by investment officials and shall be the “prudent person” and/or “prudent investor” and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the investment policy and investment procedures, while exercising due diligence, shall be relieved of personal responsibility from adverse developments due to market changes or credit risk. Provided the individual(s) make a timely report to the ~~Investment Committee~~ City management outlining ~~unpredictable~~ unpredicted deviations and appropriate action is taken.

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4.0

Objectives - The primary objectives, in priority order, of the City's investment activities shall be:

4.1 Safety - The ~~safety of principal is the foremost objective of the investment program~~ principal's safety is the investment program's foremost objective. Investments made on behalf of the City shall be undertaken in a manner that seeks to ~~insure~~ ensure the preservation of capital in the overall portfolio. To provide a high level of safety the City will diversify investments among a variety of securities and financial institutions that comply with the standards set forth in this policy under Public Act 20 (PA 20) and financial institution guidelines.

4.2 Diversification - The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.3 Liquidity - The investment portfolio shall remain sufficiently liquid to meet all operating requirements and cash flows that may be reasonably anticipated. This investment policy will also take into consideration the City of Portage liquidity policy which provides for the requirement of providing a liquidity level of three months worth of payroll.

4.4 Return on Investment ~~The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.~~ The investment portfolio shall be designed to obtain a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the portfolio's cash flow characteristics.

5.0

Delegation of Authority to Make Investments – The authority of the investment official(s) to conduct transactions and manage the City's investment portfolio.

5.1 Authority to manage the investment program is derived from the City Charter Chapter 6, Section 6.7, City Treasurer, and per MCL 87.11. Management responsibility for the investment program is delegated to the Finance Director as the City Treasurer.

The Finance Director or his/her designee shall be responsible for all transactions undertaken, ~~and shall~~ and establish a system of controls to regulate the activities or subordinate officials. No person may engage in an investment transaction except as provided under the terms of this policy.

6.0

Investment Procedures – The process and strategy used by the investment official(s) to coincide with the investment policy.

6.1 The Finance Director or his/her designee as the investment official, acting as the investment official(s), shall establish a written investment policy for the operation of the investment program. Written procedures and internal controls for the operation of the investment program shall be consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking service contracts. All procedures and strategies ~~shall~~ must be approved by City management ~~the City of Portage Investment Committee~~.

7.0

Ethics and Conflicts of Interest – Conflicts of interests' regulation will regulate investment official(s) ethical behavior and conflicts of interest.

7.1 Investment official(s) involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment official(s) shall disclose to the Finance Director (-or if in case the Finance Director has a potential conflict, they shall disclose to City management), to City management and the investment committee any material financial interests in any financial institutions that conduct business with the City of Portage as well as any ~~large-significant~~ personal financial/investment positions that could be related to the performance of the City of Portage portfolio.

8.0

Authorized Financial Dealers and Institutions – A set formal process to be used in the selection of dealers/brokers, depositories, and financial institutions

8.1 The Finance Director will maintain a list of financial institutions, ~~dealer/brokers~~ dealers/brokers, and depositories authorized to provide investment services. The City may conduct investment business only with financial service firms that are on a service provider list reviewed and approved at least annually by the Finance Director by the Investment Committee. The list shall be developed by ~~the City~~ and the Finance Director or his/her designee inclusion of a financial service firm on the list shall be contingent upon criteria set by the City or the ~~Committee~~ Finance Director that may include, but are not limited to:

References from within the state of Michigan,
Insurance/secured level, ratings,
Financial security, history and stability of the company.

8.2 The City will not do business with any financial institution that does not maintain FDIC, NCUA or SIPC insurance. The City also requires that the entity maintain additional coverage for its portfolio over and above SIPC to cover fraud and/or defalcation in a manner and amount to be evaluated on a case by case basis.

8.3 The total City investment in any one bank or savings and loan must represent less than 1% of the institution's Tier 1 capital.

8.4 Financial Institutions – As it pertains to financial institutions, the City of Portage shall place investment transactions preferably with those financial institutions that maintain a brick-and-mortar presence within the City limits, ensuring accessibility, accountability, and support for the local economy

9.0

Authorized Suitable Investments – The selection of investment instruments to be allowed for investment purposes.

The City is limited to investments authorized by Public Act 20 of 1943, as amended, and may invest in the following Options/Limitations:

9.1 Certificates of Deposit. Finance Director or his/her designee ~~The designee of the Finance Director~~ may invest in bank certificates of deposits as defined in MCL 129.16 and in accordance with MCL 129.91 guidelines. Certificates of deposits exceeding the federal insurance amount for that institution can be done following guidelines established by the investment committee.

9.2 U.S. Treasury and Agency obligations.

9.3 Commercial Paper



**City of Portage
Investment Policy**

***Recommended by Investment Committee Revised
XX/XX/2025
July 7th, 2021***

9.3.1 Must be rated by no fewer than two rating firms which ~~are recognized by the Securities and Exchange Commission~~ the Securities and Exchange Commission recognizes.

9.3.2 Must be rated in the two highest classifications (i.e., A2/P2 or better). "2"-rated commercial paper must be accompanied by an irrevocable letter of credit. Split rated (e.g., A1/P2) or "1" rated commercial paper may be purchased without requiring a letter of credit.

9.3.3 The total investment in any one company may not exceed 15% of the total portfolio at the time of purchase, including the proposed pending purchase.

9.3.4 The maturity is not more than 270 days after the date of purchase.

9.4 Bankers' Acceptances of United States banks only.

9.5 Repurchase Agreements that are backed by any U.S. Treasury or Agency obligation which the City is allowed to purchase directly.

9.6 Mutual funds and local government investment trusts, bank-sponsored or independently formed, that are comprised of investments which the City is allowed to purchase directly, under the guidelines of PA 20 of 1943 as amended. The stated investment objective of these funds must be to maintain a net asset value (NAV) of \$1.00 per share.

a) The amount invested in free-standing local government investment pools or trusts, or qualifying mutual funds, may not exceed 50% of the total portfolio at the time of purchase inclusive of the proposed pending purchase.

b) The amount invested in a qualified mutual fund, pool or trust that is part of the City depository banking contract as an overnight money market investment shall not be subject to any limitations.

9.7 Michigan state and municipal Obligations

Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.

10.0

Repurchase Agreements – A Master Repurchase Agreement must be signed with any bank or dealer looking to enter into a repurchase agreement with the City.

10.1 The ~~Finance Director or his/her designee investment officer~~ has the ability to negotiate a repurchase agreement with an authorized financial dealer/broker and or financial institution. All agreements must be authorized by the Finance Director and this policy and Investment Committee. All agreements must also adhere to the following standards:

10.1.1 All repurchase agreements must comply with PA 20 of the State of Michigan.

10.1.2 The securities of the agreement can be periodically valued by market.

10.1.3 The market value of the securities shall not fall below 101% of market value. Should the value fall below 101% collateral lead, the City will have rights equal to additional cash or securities equal or above 101% level of the original agreement.

10.1.4 The City will have the right to liquidate the agreement in the event of default by the seller.

10.1.5 The City shall retain an independent custodian to retain securities underlying the agreement.

10.1.6 Rights and specifications regarding substitutions of securities shall be determined by the City.

10.1.7 The City has the right to remedial action in the form of reimbursement in the valuation of 101% of original purchase, if there is a violation of the original agreement.

11.0

Investment Pools – Investment pools are allowed by this policy

11.1 Local government pools organized under Section 4 of Public Act 121 of 1985 are allowable investments per this policy. No more than 50% of the entire investment portfolio of the City may be invested into a single pool at time of purchase.

Investment pools shall have the following guidelines:

11.1.1 A signed agreement that all investments will follow eligible investment securities outlined in PA 20 of the State of Michigan.

11.1.2 The Investment Pool will provide, if requested, a statement of investment policy and procedures, a description of interest calculations and disbursements of interest and gains and loss reporting.

11.1.3 The Investment Pool will provide a monthly statement outlining current position and any gains or losses.

11.1.4 The Investment Pool will provide, if requested, to the Finance Director or his/her designee, ~~Finance Director and Investment Committee~~ any general questions they might have regarding: fee schedules, how securities are safeguarded, who is currently invested, investment size, and how often investments are made. Allowable deposit and withdraw size and how often the City is allowed to make deposits and withdraws from the pool, will also be made available upon request.

11.1.5 The Investment Pool will provide to the Finance Director any and ~~Investment Committee any~~ audit reports of the Investment Pool.

12.0

Safekeeping and Custody

12.1 All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the City shall be on a cash (or delivery vs payment) basis. Securities may be held by a third party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

12.2 If holdings or investments in a depository exceeds the Federal Deposit Insurance Corporation coverage or similar coverage, that depository must have a recommended rating from the Bauer financial star ranking system or approval from ~~the Investment Committee~~ City management.

13.0

Diversification

INVESTMENT TYPE	MAXIMUM ALLOWABLE PERCENTAGE
US TREASURY	100%
CERTIFICATE OF DEPOSIT	60%
COMMERCIAL PAPER	70%
MUTUAL FUNDS	50%
INVESTMENT POOLS	50%
REPURCHASE AGREEMENTS	10%
STATE AND MUNICIPAL OBLIGATIONS	10%
BANKER ACCEPTANCE	10%

13.1 The City will diversify its investments by security type and institution. No financial institution or dealer/broker may have more the 25% of the total portfolio of the City unless otherwise stated in this policy. The following is a table outlying the diversification percentages of each investment allowable by this policy.

<u>INVESTMENT TYPE</u>	<u>MAXIMUM ALLOWABLE PERCENTAGE</u>
<u>US TREASURY</u>	<u>100%</u>
<u>CERTIFICATE OF DEPOSIT</u>	<u>60%</u>
<u>COMMERCIAL PAPER</u>	<u>70%</u>
<u>MUTUAL FUNDS</u>	<u>50%</u>
<u>INVESTMENT POOLS</u>	<u>50%</u>
<u>REPURCHASE AGREEMENTS</u>	<u>10%</u>
<u>STATE AND MUNICIPAL OBLIGATIONS</u>	<u>10%</u>
<u>BANKER ACCEPTANCE</u>	<u>10%</u>

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14.0

Maximum Securities

14.1 To the extent possible, all investments will attempt to match cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 65 years from the date of purchase. However, the City may collateralize its repurchase agreement using longer dated investments not to exceed 10 years to maturity.

15.0

Internal Control

15.1 The Finance Director shall establish as part of the annual process of independent review by the external auditor a review of internal control by assuring compliance with policies and procedures of the City.

16.0

Performance Standards

16.1 The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The bench mark to be used for gauging portfolio performance will be based on the US Treasury Bill average fed funds rate.

17.0

Reporting

17.1 The ~~Investment Official(s) or~~ Finance Director ~~and/or their designee~~ will provide to the ~~City Council, via materials transmitted, Investment Committee~~ a quarterly report which will provide a clear picture of the status of the current investment portfolio. The report will include possible ~~and/or any~~ changes in the portfolio structure moving forward and thoughts on current and future investment strategies. Schedules in the quarterly report will also include:

- 17.1.1 A listing of all securities currently held at the end of the reporting period and sorted by investment category
- 17.1.2 Average life and final maturity of all investments listed
- 17.1.3 Coupon, discount or earnings rate
- 17.1.4 Par Value, Amortized Book Value and Market Value
- 17.1.5 Percentage of the Portfolio represented by each investment category

Original policy recommended by Investment Committee September 25, 1998, approved by City Council October 6, 1998.

¹ Revisions approved by City Council January 11, 2005

² Revisions recommended by Investment Committee March 12, 2008 and approved by City Council April 29, 2008.

³ Revisions recommended by Investment Committee October 18, 2010 and March 1, 2011 and approved by City Council May 10, 2011.

⁴ Revision recommended by Investment Committee June 30, 2015 and approved by City Council August 11, 2015.



City of Portage
Investment Policy

~~Recommended by Investment Committee~~
~~Revised~~
~~XX/XX/2025~~
~~July 7th, 2021~~

- ⁵ Revision recommended by Investment Committee July 21, 2020
⁶ Revision recommended by Investment Committee September 3rd, 2020
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⁸ Revisions recommended by City Management XX/XX/2025

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ADVISOR

JULIE SILBERNAGEL

CLINT LICHTENWALTER

PARLIAMENTARIAN

KAREN COFFMAN

June 26, 2025

PRESS RELEASE

Contact Information:

Shelley Buresh, APT US&C Executive Director
shelley@aptusc.org; 989-820.5205

City of Portage, Michigan Earns Certification for Investment Policy from APT US&C

The City of Portage, Michigan has been awarded certification of its Investment Policy by the Association of Public Treasurers of the United States and Canada (APT US&C) — a nationally recognized achievement that highlights the City's ongoing commitment to the highest standards in public fund management.

Grant Taylor, Deputy Director of Revenue and Treasury, submitted the City's policy for national review as part of a continued focus on professional excellence and sound financial stewardship. This certification reinforces the City's dedication to best practices and the internal controls necessary to protect public resources.

APT US&C's Investment Policy Certification involves a thorough peer-review process conducted by experienced professionals from both the public and private sectors. Policies are evaluated across 16 essential components, including delegation of authority, ethics and conflict of interest, authorized financial institutions, safekeeping and custody, diversification, internal controls, and performance standards.

Founded in 1967, APT US&C is a national organization committed to supporting public treasury professionals through quality education, training, certification, and peer networking opportunity -all aimed at promoting effective and ethical public service.

To learn more about APT US&C and its certification programs, visit www.APTUSC.org.

www.aptusc.org

Post Office Box 591 • Tawas City, MI 48764-0591 • info@aptusc.org • (p) 989-820-5205



**City of Portage
Broker List**

The aft mentioned individuals and/or financial institution(s) have been approved by the City of Portage Finance Director to conduct investment operations on behalf of the city. All brokers and/or financial institution(s) listed here after shall read and agree to the financial policies and procedures set forth in the City of Portage Investment Policy and must sign an acknowledgement letters stating their understanding of and commitment to the most current Investment policy of the City of Portage before any business is conducted:

***Michigan CLASS (Cooperative Liquid Assets Securities System)
Currently administered by Public Trust Advisors, LLC
717 17th Street Suite 1850
Denver, CO 80202***

***Huntington Securities, Inc.
40 Pearl St NW Suite 700
Grand Rapids, MI 49503
(Headquarters are located in Columbus, OH)***

***Raymond James & Associates, Inc.
951 East Byrd Street Suite 930
Richmond, VA 23219***

***Morgan Stanley
171 Monroe Ave NW Suite 800
Grand Rapids, MI 49503***

***Comerica Securities, Inc.
39400 Woodward Avenue, Suite 255
Bloomfield Hills, MI 48304***

***Oppenheimer & Co. Inc.
63 Kercheval Ave Suite #300
Grosse Pointe Farms MI 48236***



Fifth Third Securities
One Woodward Ave. Suite 2500
Detroit, MI 48226

Tradeweb - a bond broker & bond trading platform
1177 Avenue of the Americas
New York, NY 10036

Hilltop Securities
5350 Poplar Avenue Suite 150
Memphis, TN 38119

Multi-Bank Securities - bond broker/dealer, has an online platform that provides quotes from multiple dealers called econectdirect
2400 E. Commercial, Suite 812
Ft. Lauderdale, FL 33308



City of Portage Financial Depositories

The aft mentioned financial depositories have been approved by the City of Portage Finance Director to hold investment deposits on behalf of the City and are currently being used. All financial depositories listed here after have read and agree to the financial policies and procedures set forth in the City of Portage Investment Policy. Any depository with a physical location within the city limits can be added to this list at any time with the approval of the Finance Director, provided they sign a letter of acknowledgement to follow the financial policies and procedures set forth in the City of Portage Investment policy:

***PNC
6944 S. Westnedge
Portage MI 49002***

***First National Bank of Michigan
2700 W. Centre Ave
Portage MI 49002***

***Mercantile
2301 W. Centre Ave
Portage MI 49002***

***Old National
4431 W. Centre Ave
Portage MI 49002***

***Southern Michigan Bank and Trust
531 W. Kilgore Ave
Portage MI 49024***

***Sturgis Bank and Trust
8025 Creekside Dr
Portage MI 49024***

***Arbor Financial Credit Union
5250 S Westnedge
Portage MI 49002***

***Consumers Credit Union
1065 W Milham Ave
Portage MI 49024***

***Honor Credit Union
2340 E Centre Ave
Portage MI 49002***

***Union Bank
515 E Centre Ave
Portage MI 49002***

***County National Bank
1300 W Centre Ave
Portage MI 49024***

Minutes of Boards & Commissions

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Meeting –June 5, 2025

Conference Room 1

CALL TO ORDER: The City of Portage Human Services Board meeting of June 5, 2025, was called to order by Chairperson Brooke Kolodzieczyk at 5:32 p.m. in Conference Room 1, Portage City Hall, 7900 S. Westnedge Avenue, Portage MI.

MEMBERS PRESENT: Chairperson Brooke Kolodzieczyk, Vice Chair Candace Wise, Ashley Vosburgh, Pamela Kanouse, Martha Perry, Nicole Najar, Dan Damaska, Julie Pryor

MEMBERS ABSENT: Chelsea Huber

STAFF PRESENT: Tina Perry

APPROVAL OF MINUTES: The Minutes of April 3, 2025, were approved by a motion made by Nicole Najar, supported by Pamela Kanouse. The motion passed unanimously, 8-0.

NEW BUSINESS:

Motion by Vice Chair Candace Wise, supported by Ashley Vosburgh, to amend the City of Portage CDBG & Kalamazoo County Housing Millage Home Repair Program Guidelines Manual, Chapter 3, Section C.2.A. by adding the following language to the second paragraph: “Necessary additions and alterations to an existing home are allowed when they will improve accessibility for the health, safety, and welfare of the homeowner occupants in the home. They can include but are not limited to driveway surface upgrades to support the use of a wheelchair, walker, or accessibility device. New equipment installation that supports improved air quality, such as an air conditioner. Modifications to allow for a first-floor bathroom, installation of a ramp, etc.”. The motion passed unanimously, 8-0.

OTHER BUSINESS:

Brief discussion of up-and-coming schedule and tasks of the HSB, including Red Ribbon Month/Week, the Open House, Public Hearings, and the addition of review of Consolidated Plan items occurred.

STATEMENT OF CITIZENS: None.

ADJOURN: Motion to adjourn was made at 5:56 p.m. by Pamela Kanouse, second by Nicole Najar. It unanimously passed, 8-0.

Respectfully Submitted,



Tina Perry

Neighborhood and Housing Specialist

Community Development, City of Portage

T:\COMMDEV\2024-2025 Department Files\Board Files\Human Services Board\Minutes\2025 06 05 HSB Minutes.docx

City of Portage
Environmental Advisory Board
Meeting Minutes – August 13, 2025

Meeting Called to Order – 7:05 p.m.

Chair Deirdre called the meeting to order at approximately 7:05 p.m.

Attendance – 7:05 p.m.

Present: Deirdre (Chair), Wendy, Claire, Lauren, David M., Chase

Absent (Excused): David L., Joe

Approval of Minutes – 7:07 p.m.

- Chair Deirdre asked for any revisions or corrections to the July 9 meeting minutes. There were no changes, and the minutes were approved as presented.
- Anyone to take minutes this meeting with absence of Secretary – no takers
 - Chair to record meetings minutes as best as possible while overseeing the meeting

Chair's Welcome and Introduction of Guests – 7:08 p.m.

- Chair welcomed attendees and thanked the board for handling the July meeting during her absence.
- She shared details of a recent meeting with the City Manager to address communication / governance concerns.
 - Though both the City Manager and COO had been invited, scheduling conflicts prevented their attendance – as noted by liaison.
- The Chair expressed hope that they might attend a future meeting to resolve unsettled concerns.

Webpage Committee Report – 7:13 p.m.

- Chase provided an update on the committee's efforts to revamp the Environmental Board webpage.
 - Key improvements discussed included displaying board vacancies, highlighting current and past initiatives, and linking to city social media platforms. - Chase
 - An event list was created to support the update process. – Lauren
 - Explanation of the limitations on visual changes due to city branding guidelines. – Liaison
 - Requested a timeline for the changes considering that some time has passed and the need for changes to the webpage. -Lauren
 - Noted that the webpage committees report was held to day and that necessary information would be turned over to city staff
 - Chair emphasized the importance of final decisions on some items we take up must be discussed in meetings rather than by email – according to the governance structure.
 - The board agreed to move forward with content updates and submit some initial edits to Michael before the next meeting.

Events & Activities Committee Report – 7:22 p.m.

- Chair invited further committee discussions on events such as butterfly release and bat house seminar in collaboration with the Parks Department. David M.
- Plastics Challenge bench dedication: note the bench is assembled, but the cement base is pending. Dedication location include Garden Lane and East Centre Trail. The event is expected to be scheduled for late August or September.
- Events template to introduce and plan events and activities. Lauren/Wendy
- Discussions around subcommittee meetings being held together vs via email responses only. Current issues with emails being lost/dropped/spam denotes something may get lost, etc.
- Better to have meetings where we can all engage with one another and have the opportunity to have engagement amongst one another.

Youth Advisory Committee (YAC) Update – 7:32 p.m.

- Chair reported that two new YAC members were unable to attend this meeting. The board looks forward to working with them in the future. Suggestions were made to offer community service hours as incentives for participation and to place YAC updates earlier in future agendas to accommodate students' schedules. Board members were encouraged to attend YAC meetings and bring insights back to the EB.

Plastics Challenge Presentation to City Council – 7:37 p.m.

- Final draft of the Plastics Challenge presentation for City Council. She explained the document's single-editor process to ensure clarity. - Lauren
- Concerns expressed about document access and the importance of shared oversight. – Chair
- A detailed discussion followed regarding process transparency and collective board responsibility.
- Liaison Wendy agreed with the liaison's suggestion to maintain professionalism and focus on content. Wendy also recommended adding recognition of local high schools in the presentation, which Lauren agreed to include. A motion to approve the presentation was made by Lauren and seconded by David M. The vote passed with majority approval. Chair and Lauren will present at the August 26 City Council meeting, with other members invited to attend in support. The final document will be submitted to Michael.
- The Board revisited the topic of the Plastics Challenge to discuss both the bench placement ceremony and the upcoming presentation to City Council.

Weeds and Grasses Ordinance – 7:56 p.m.

- Ordinance discussion and noted that, since the Property Maintenance Code was adopted in January 2025, enforcement measures for overgrown vegetation are now in place. Further updates to the original ordinance were deemed unnecessary. Lauren moved to table the item, seconded by Wendy. David M. and Chase voted in favor, and the motion carried.

Survey Committee – 8:01 p.m.

- Claire, with Justin's support, are continuing work on survey efforts.

- Claire shared the QR code sheets for public events.
- Noted that we have a total of 17 responses to date – will continue to advertise to increase responses.
- Will compile response / data a report to the full board any suggestions and ideas citizens have related to activities EB could engage in (peek the citizens interest)
- Add the information to the Portager and the digital screen at City Hall

Public Comment – 8:03 p.m.

- Amber Ocean, lead consultant for Behavior Inc., introduced the organization and described their mission to reduce environmental damage through behavior-based consulting strategies.
- She emphasized their work around lawn chemicals and sustainability, noting services are offered pro bono. Lauren asked for clarification on neutrality, and Amber Ocean confirmed their goal was simply to explore collaboration opportunities with the city.
- Interest to return in September for full presentation. Board agreed

Presentation Segment – 8:17 p.m.

- Chair Deirdre offered to lead the coordination of the bench dedication ceremony. City staff confirmed that the bench has been received and assembled, and that the selected location is now set. Staff advised that the ceremony should take place once the bench is installed, allowing for a photo opportunity with the full board present. A target date toward late August or early September was discussed.
- The board then turned its attention to finalizing the presentation regarding the Plastics Challenge for City Council. Lauren and Chair Deirdre volunteered to present at the upcoming council meeting on August 26, with a preliminary mention of the effort to be made on August 22. David M. also expressed willingness to attend in support, while other board members were invited to be present.
- Lauren led a detailed explanation of how the presentation was developed. She emphasized that the editing approach for this particular project followed a single-editor model, due to her in-depth involvement and familiarity with the content. She stated that this model allowed for consistent, centralized revisions and avoided the complications of multiple, conflicting edits. She also clarified that the document had been circulated to the board multiple times for written feedback, and noted that this editing model was also her preference for future projects such as the weeds and grasses ordinance.
- Chair Deirdre acknowledged Lauren's efforts but expressed concern regarding transparency and process. She noted that although a single editor can be helpful, board work must reflect collective ownership. Deirdre emphasized that, as Chair, she was not given access to the document and could not fulfill her role of reviewing or signing off on board communications to Council. She reiterated the need for collaboration, citing the importance of recognizing all board member contributions, even if their work is less visible than others'.

- A board member responded that formal Chair signature was not necessarily required, as long as a board vote had been taken. Chair clarified that having control of and access to board documents is an essential part of the Chair's duty to ensure collective representation.
- Deirdre further explained that she had previously requested a one-on-one meeting with Lauren to clarify the document process ahead of this meeting, but that the conversation had not been productive. At this point, the liaison interjected to clarify his role: that he is present to ensure compliance with the Open Meetings Act and agenda posting—not to referee personal disagreements between board members. He urged all members to maintain professionalism and to resolve any interpersonal issues outside the board setting.
- Wendy agreed with the liaison's remarks and added that while she enjoyed being part of the board, recent tensions had made meetings more difficult. She encouraged everyone to focus on the quality of the document itself and move forward.
- Chair Deirdre noted that although there were items she would have liked to see included in the presentation, she was willing to move forward with the version at hand. Wendy proposed adding a line acknowledging the contributions of local high schools, noting that teachers and student groups involved in the challenge had gone above and beyond. Lauren agreed that this could be added by staff. No other additions were proposed.
- Lauren moved to approve the presentation. David M. seconded the motion. Since the presentation had been a group effort and came out of the original subcommittee, Lauren asked whether David M. or Wendy would be willing to co-present. Both declined. Wendy explained that she had understood Lauren and Chair Deirdre would serve as the presenters. Lauren confirmed her intent to present, but welcomed others to join. Chair affirmed her willingness to co-present and suggested selecting key slides to focus on during the presentation. The final version of the presentation would be submitted to Michael (liaison) for routing to Council.
- David M. formally moved to pass the presentation forward to City Council. Claire seconded. The liaison called the vote, clarifying that the Chair could not call it. The motion passed by majority.

Adjournment – Approximately 8:35 p.m.

- The meeting adjourned following final discussions

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Citizen Communication

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Receive the communication from Mary Redmond dated September 8, 2025.

The attached communication was received by the Office of the City Clerk on Monday, September 15, 2025.

It is recommended the City Council receive the communication as information.

FUNDING: N/A

Attachments: 1. 2025 09 08 Redmond to Council, re Waste Hauling

RECEIVED

SEP 15 2025

PORTAGE
CITY CLERK

September 8 2025

Portage City Council
Portage Mi

Dear Reader:

I am writing to share my concern for the decision to grant a 5 year contract to a new waste company. I believe that local support is important to our needs. Is Portage paying my trash bill?

Unfortunately, past experience has proven often, that the lower bidder is not necessarily the bargain we expected. This move seems to be an avenue for dipping and graft, in our society that has nearly complete loss of any integrity. I am hopeful this decision will be carefully reviewed.

Thank you,

Mary Ann Redmond

Mary Ann Redmond

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Rezoning Application No. 25/26-1 to rezone 4815 W. Milham Avenue

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Hold a public hearing and subsequently consider approving Rezoning Application No. 25/26-1 to rezone 4815 West Milham Avenue from B-2 Community Business District to B-3 General Business District.

CESO LLC, the applicant, seeks rezoning application No. 25/26-1 to rezone 4815 West Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development. See attached existing and proposed zoning maps. This property is located at the Southeast corner roundabout intersection of South 12th Street and West. Milham Avenue along the city's western boundary, adjacent to Texas Township.

The 1.4-acre site is located near a variety of businesses at a busy intersection and the city's Westfield Park. The site has been vacant and for sale for many years. Rezoning the site to B-3 would increase its commercial potential and better position it for future development.

Prior to 2007, the property contained a large single-story, multi-tenant building and large parking lot fronting West Milham Avenue. Around 2007, the property was sold, and the building was demolished. Since then, the area of the former building and parking lot has been maintained as lawn space. The property continues to be vacant and for sale. No improvements to the site have been made.

In March 2025, a Parcel Line Adjustment was filed, approved, and later recorded to split off a southern portion of the property ('dog leg' area), resulting in a more rectangular shape. It also reduced the property size from 2.4 acres to 1.4 acres. The recorded parcel adjustment drawing is attached and reflects the subject site boundary for the rezone. The remaining dog leg area was combined with the southern vacant parcel (6027 South 12th Street), under the same ownership: Milham Crossings LLC.

Neighborhood uses consist of a convenience store (Sunny Mart) and a City of Portage park (Westfield Park) to the north. There are two vacant parcels to the south, and a residential neighborhood further south. To the east, there is a small vacant parcel and an assisted living and memory care facility (Bickford of Portage). To the west (within Texas Township), there is a large landscape nursery (Wedel's Nursery, Florist, and Garden Center), a small office building (closed: Next Home One), and a multi-tenant commercial building.

Existing Conditions

Existing Land Use/ Zoning	• The subject site is vacant and zoned B-2 Community Business (See Existing Zoning map). • <u>North (across West Milham Avenue)</u>: Convenience Store, 4824 West Milham Avenue, Zoned B-3 General Business; and City Westfield Park, 4500 West Milham Avenue, Zoned R-1A One Family Residential. • <u>South</u>: Vacant parcels - 6027 and 6035 West Milham Avenue, Zoned B-2 Community Business • <u>East</u>: Vacant Parcel – 4721 West Milham Avenue, Zoned B-2 Community Business; and a retirement living facility, 4613 West Milham Avenue, Zoned OS-1 Office Service • <u>West (across South 12th Street; in Texas Township and its zoning.)</u>: Vacant Office Building, 6040 South 12th Street.; Zoned Commercial; and a multi-tenant commercial building, 6080 South 12th Street; Zoned Commercial
Public Streets	2025 West Milham Avenue near round-a-bout recorded 11,287 total AADT trip counts (count taken in front of subject site). (AADT - Annual Average Daily Trips) Recorded by Kalamazoo Area Transportation Study (KATS).
Public Utilities	City sanitary sewer and water are available along West Milham Avenue.
Environment	No mapped environmental hazards on site.
Unique Conditions	No mapped wetlands, flood hazards, or identified historic structures/buildings exist.

Applicable Zoning Regulations

The following section of Chapter 42. Division 8. Subsection 651 *Amendments to this Article*. Procedures and regulations apply and are addressed further in this report:

- [Sec. 42-651. Amendments to this Article](#)

Under this article, the rezoning request shall file a rezoning application, narrative explaining the purpose of rezoning, and fee. The request shall be scheduled for review during public hearings for the Planning Commission and City Council consideration. The Planning Commission determined that the rezoning is appropriate based on the Master Plan, surrounding development patterns, and general land use considerations at the July 17, 2025, Planning Commission meeting. Items analyzed include consistency with the Future Land Use Map, suitability of the existing zoning classification, neighborhood harmony, impacts of the proposed zoning classification, and impacts on adjacent streets and utilities.

As shown in the attached existing zoning map, there are several different commercial districts in the area, allowing for a variety of businesses. There is a small B-3 General Business district located across (north) West Milham Avenue at the northeast corner. Staff note that this commercial district allows the greatest variety of businesses of all the commercial districts. Whereas, the nearby OS-1 Office Service district to the east allows the least number of businesses. In general, corner properties tend to offer the greatest commercial potential, the highest value, and are most desirable due to the double street frontages. Therefore, those landowners seek the broadest zoning possible to attract and retain businesses for the

premium location. By matching the B-3 district found across the street, the subject site could provide greater zoning flexibility and become more desirable for future development than what is permitted in the existing underlying B-2 Community Business district.

Existing & Proposed Zoning Districts

The following table provides a comparison of summarized allowed uses, prohibited uses, special land use permit uses, and some development standards of the existing B-2 Community Business district and proposed B-3 General Business district.

	<u>Existing</u> B-2 Community Business District	<u>Proposed</u> B-3 General Business District
Allowed Uses	Offices, Retail, Theaters, Churches, Breweries, Clubs, Restaurants, etc.	All B-2 Uses + Many Special Land Uses become allowed; plus: Hotels, Motels, Drive-thru and Drive-in establishments, marijuana businesses, etc.
Prohibited Uses	No residential, industrial, drive-thrus, marijuana businesses, gas stations, animal veterinarians, etc.	No residential, industrial uses, self-storage businesses, etc.
Special Land Use Permit Uses	Auto Repair, car washes, car sales, bowling alleys and indoor recreation, drive-in (ex. drive-in movies)	Car sales, animal veterinaries/hospitals, gas stations, kennels, contractor showrooms, Lab/Tech offices
Max. Building Height	35' (30' if abutting residential district)	35' (30' if abutting residential district)
Building Setbacks	Front: 75' Sides: 0' (15' where abutting Residential) Rear: 20' (75' if abutting Residential District)	Front: 30' Sides: 0 (15' where abutting Residential) Rear: 20'
Screening Required to Residences	Yes – 6' tall fence + trees	Yes – 6' tall fence + trees

Applicable Site Standards: B-2, B-3 Districts

Further, under the B-2 district, additional site standards apply (listed below), regardless of use:

1. All business establishments in this district shall be retail or service establishments dealing directly with consumers.
2. All goods produced on the premises shall be sold at retail on the premises where produced.
3. All business servicing or processing, except for off-street loading or parking, shall be conducted in a completely enclosed main building.

4. Lot, yard and building requirements shall be governed by the requirements of division 4, subdivision 10 of this article.
5. Parking, signs, landscaping, and lighting shall be governed by the requirements of division 6 of this article.
6. Site plan review shall be governed by the requirements of division 5, subdivision 2 of this article.

For the proposed B-3 district, site standards 4-6 above apply; no additional standards apply.

Master Plan

Rezone applications should be consistent with the city's Master Plan's goals/guidelines and Future Land Use Map and should provide uses which are appropriate within surrounding neighborhoods.

The Future Land Use Map classifies the subject property as 'Mixed-Use', which supports residential and commercial developments and may be within one or multiple buildings. This classification is mapped in certain areas of Portage to provide greater development flexibility. These areas may be around certain street intersections to support future commercial businesses desiring street frontage while allowing residential uses on the upper floors or behind commercial buildings. Or, mapped in select areas to spur cohesive, integrated mixed-use developments such as along Portage Road, near City Hall, and around The Crossroads.

Staff note that the site abuts other parcels classified as Mixed-Use. Thus, meeting the mixed-use goal may be achieved on each parcel or collectively having separate uses per parcel.

The following strategies and goals of the Master Plan are relevant to the proposed rezone:

Goal 1: Maintain the existing residential, commercial, and industrial land use pattern while repositioning strategic areas as redevelopment opportunities with additional focus on creating mixed-use nodes throughout the city.

- 1.3. Update zoning regulations to allow more diverse uses such as mixed-use development and address housing needs in strategic locations.

Goal 3: Maximize the potential of commercial corridors throughout the city by encouraging more dense, focused development along previously established commercial corridors.

1. Encourage mixed-use nodes throughout the city to increase economic activity at a neighborhood level.

Ch. 7 Economic Development

- Recommendation: Market and promote sites identified as mixed-use in the Future Land Use Plan to developers to encourage this type of development.

Staff find that the rezone is consistent with the strategies and goals of the Master Plan and Future Land Use Map.

Suitability of B-3 District/ Neighborhood Harmony

Facilitating this rezone will increase business opportunity and promote new commercial growth on a stagnant corner commercial property. Future business growth will benefit from the overall existing

businesses in the area, regional residential neighborhoods, and the adjacent regional streets of South 12th Street and West Milham Avenue.

Impacts on City Services, Utilities, ROWs

If the rezone is approved, future businesses will benefit from the nearby city utilities, streets, and sidewalk network. City staff will ensure utility and access management compliance of any future commercial development during the required Site Plan application review process.

Rezoning 4815 W. Milham Avenue

Overall, staff support rezoning this property from B-2 Community Business District to B-3 General Business District based on the following:

- Consistency with the Master Plan goals of supporting greater commercial investments along commercial corridors.
- Consistency with the Future Land Use Map classification within the Master Plan.
- Future development would be supported by the adjacent street network and utilities.

Planning Commission Public Hearing

At the July 17, 2025, meeting, the Planning Commission reviewed the Rezoning application No. 25/26-1 to rezone 4815 West Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development. The applicant's representative, Mandy Gauss, Senior Project Manager, CESO, LLC, was present. No public comment was received at the meeting.

After careful consideration, the Planning Commission voted unanimously (9-0) to recommend to City Council the approval of the Rezoning application No. 25/26-1 to rezone 4815 West Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development.

It is therefore recommended that City Council, subsequent to the public hearing, consider approving Rezoning Application No. 25/26-1 to rezone 4815 West Milham Avenue from B-2 Community Business District to B-3 General Business District.

FUNDING: Not Applicable

- Attachments:**
1. Rezone Application
 2. Recorded Parcel Line Adjustment; 6.5.2025
 3. Existing Zoning Map
 4. Proposed Zoning Map
 5. Applicant's Rezone Narrative
 6. Master Plan Future Land Use Map
 7. 7.3.25 Staff's Site Pictures
 8. Owner Consent Letter
 9. Planning Commission Transmittal
 10. Draft Planning Commission 7.17.2025 Minutes
 11. Approved as to Form Rezoning Ordinance

APPLICATION FOR ZONING AMENDMENT

Application number 25/26-1

Date 6/6/2025

APPLICATION INFORMATION:

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

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

TO THE PLANNING COMMISSION:

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

ZONING MAP AMENDMENT

1. a. Platted Land:

The property is part of the recorded plat: The property sought to be rezoned is located at 4815 Milham Avenue between N/A Street and N/A Street on the southeast corner side of the street, and is known as Lot Number(s) Parcel 2 of 39-10-00007-120-A Plat (Subdivision). It has a frontage of 379 feet and a depth of 188 feet.

b. Unplatted Land:

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

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

b. Name of the owner of the property to be rezoned: MILHAM CROSSINGS, LLC

Address 241 East Michigan Ave, Suite 135, Kalamazoo, MI 49007

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

4. CURRENT ZONING: B2 community general business district PROPOSED ZONING: B-3 general business district

ZONING TEXT AMENDMENT

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

N/A

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

N/A

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

See attached narrative

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



CESO c/o Paul Hanson

(Signature of Applicant)

(Signature of Applicant)

241 East Michigan Ave, Suite 135, Kalamazoo, MI 49007

(Address)

7777 Bonhomme Ave, Suite 1853, Clayton MO 63105

(Address)

618-604-7157

(Phone)

(Phone)

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

SURVEY

2025-014546
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-014546

Arrival Date and Time: 6/5/2025 8:08:00 AM

Recording Date and Time: 6/5/2025 8:10:26 AM

GRANTOR: MATKO ROBERT

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



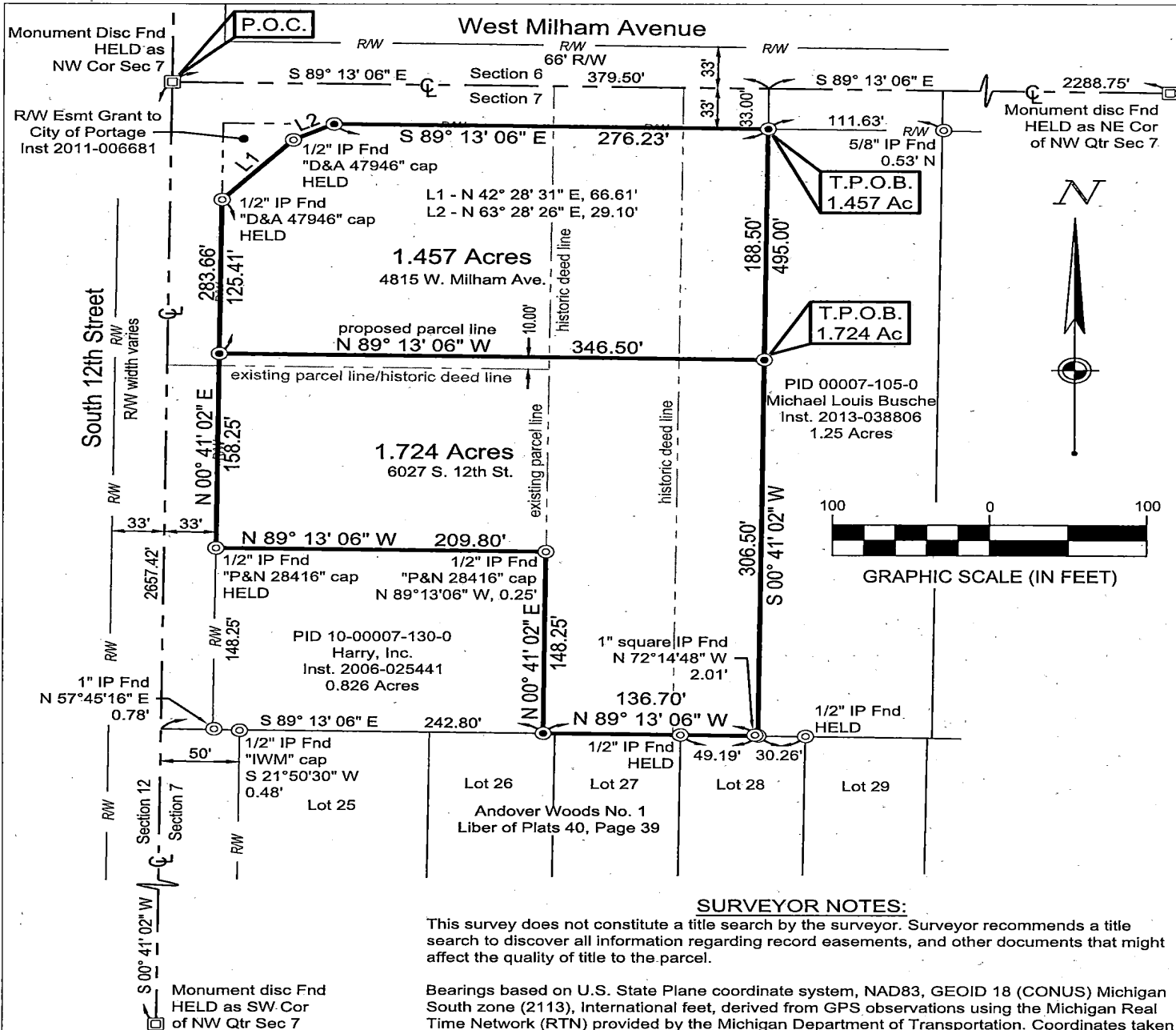
Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20197347

TxId: 40168965

Page 1 of 6



SURVEYOR NOTES:

This survey does not constitute a title search by the surveyor. Surveyor recommends a title search to discover all information regarding record easements, and other documents that might affect the quality of title to the parcel.

Bearings based on U.S. State Plane coordinate system, NAD83, GEOID 18 (CONUS) Michigan South zone (2113), International feet, derived from GPS observations using the Michigan Real Time Network (RTN) provided by the Michigan Department of Transportation. Coordinates taken to ground at latitude N42°13'48.23068", longitude W85°38'49.72860", project height 823.300', with a ground scale factor 1.00006761602353.

Monumentation found in good condition, unless noted otherwise.

Occupation generally follows boundary, unless noted otherwise.

SURVEY MONUMENT LEGEND

- ⊙ - 5/8" Iron Pin Set w/cap "Matko 4001054055"
- - Mag Nail Set
- - Monument Found as Described
- ⊙ - Iron Pin Found as Described

Robert Matko
 Robert Matko, PE PS Michigan PS# 4001054055 Date 06-04-2025
 matko@cesoinc.com
 13060 S. U.S. Hwy. 27, Suite D
 DeWitt, Michigan 48820
 (517) 212-4188



Drawing Title:

**Plat of Survey
Proposed**

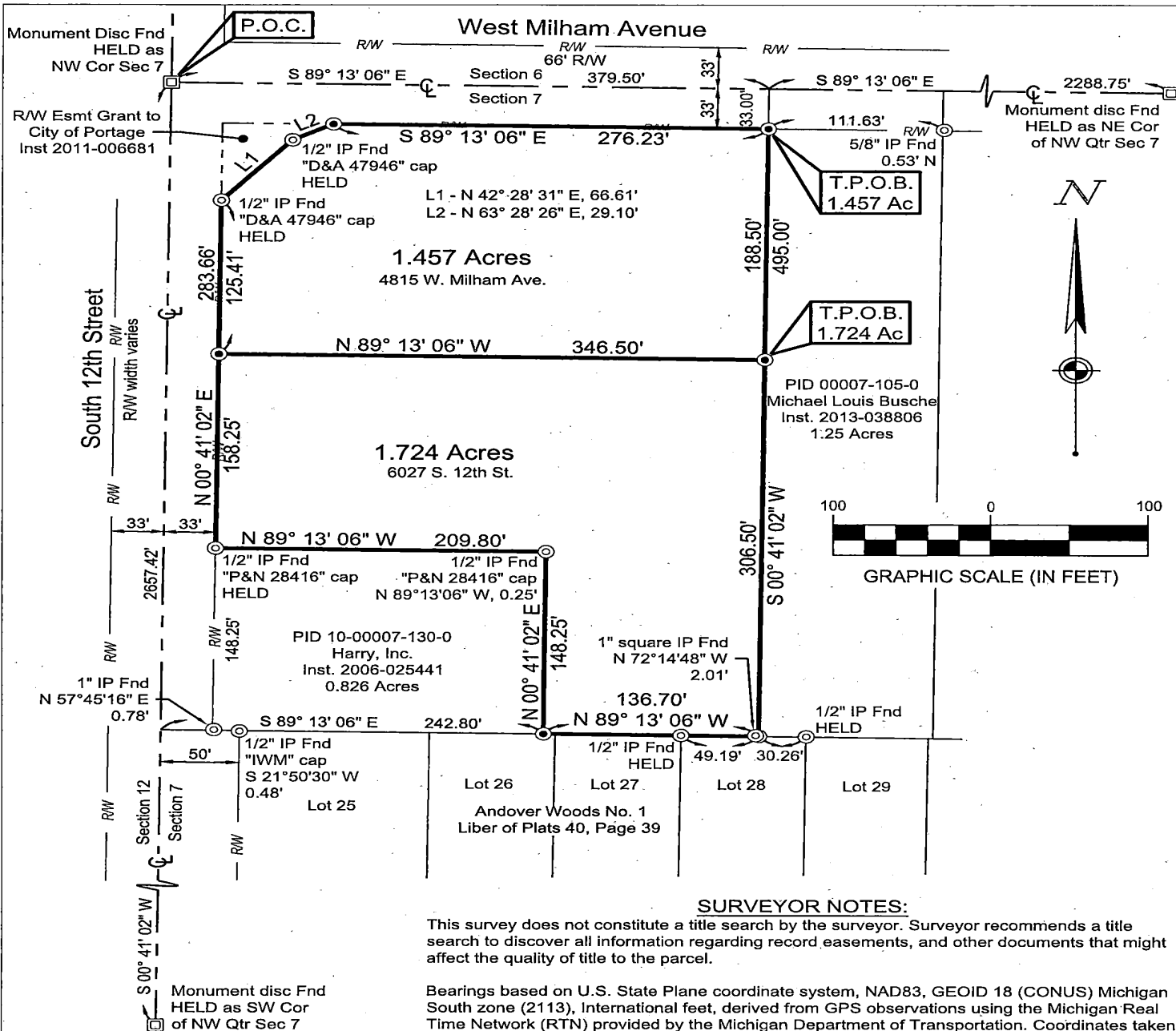
2 / 3

Project Number: 765037-02
 Scale: 1" = 100'
 Drawn By: RLC
 Checked By: STB
 Date: 4/04/2025
 Issue:

3.181 Acres Total

Northwest Quarter Section 7, Town 3 South, Range 11 West
 City of Portage, Kalamazoo County, Michigan
 © 2024 CESO, INC.





SURVEY MONUMENT LEGEND

- ⊙ - 5/8" Iron Pin Set w/cap "Matko 4001054055"
- - Mag Nail Set
- - Monument Found as Described
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Occupation generally follows boundary, unless noted otherwise.

Robert Matko
 Robert Matko, PE PS Michigan PS# 4001054055 Date *06-04-2025*
 matko@cesoinc.com
 13060 S. U.S. Hwy. 27, Suite D
 DeWitt, Michigan 48820
 (517) 212-4188



Drawing Title:

**Plat of Survey
Resulting**

3 / 3

Project Number: 765037-02
 Scale: 1" = 100'
 Drawn By: RLC
 Checked By: STB
 Date: 4/04/2025
 Issue:

3.181 Acres Total

Northwest Quarter Section 7, Town 3 South, Range 11 West
 City of Portage, Kalamazoo County, Michigan
 © 2024 CESO, INC.



PROPOSED BOUNDARY DESCRIPTION

4815 Milham Road
1.457 Acres

Situated in the northwest quarter of Section 7, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, being part of the 3.774-acres of land conveyed to Milham Crossing, LLC by deed recorded in Instrument 2010-008915, all deed references are of record in the Kalamazoo County, Michigan Recorder's Office, and being more particularly described as follows:

Commencing at a monument with a disc found at the northwest corner of said Section 7, said point also being the centerline intersection of Milham Avenue (a varying width public right-of-way) and South 12th Street (a varying width public right-of-way);

Thence along the north line of said Section 7 and centerline of said West Milham Avenue, South 89°13'06" East, a distance of 379.50 feet to a point;

Thence South 00°41'02" West, a distance of 33.00 feet to set iron pin on the south right-of-way line of said West Milham Avenue, said point also being the northwest corner of a 1.25-acre parcel of land conveyed to Michael Louis Busche by deed recorded in Instrument 2013-038806, and the **TRUE POINT OF BEGINNING** for this description;

Thence along the west line of said 1.25-acre parcel of land, **South 00°41'02" West**, a total distance **188.50 feet** to a set iron pin;

Thence along a new division line through the aforementioned 3.774-acre parcel of land, **North 89°13'06" West**, passing a set iron pin in the east right-of-way line of aforementioned South 12th Street at 346.50 feet, a total distance of **346.50 feet** to a set iron pin on the east right-of-way line of aforementioned South 12th Street;

Thence along said east right-of-way line of South 12th Street, **North 00°41'02" East**, a distance of **125.41 feet** to a found 1/2" iron pin with a "D&A 47946" cap at the south corner of a right-of-way easement grant to the City of Portage by deed recorded in Instrument 2011-006681;

Thence along the southeast lines of said right-of-way easement grant, **North 42°28'31" East**, a distance of **66.61 feet** to a found 1/2" iron pin with a "D&A 47946" cap;

Thence continuing along the southeast lines of said right-of-way easement grant, **North 63°28'26" East**, a distance of **29.10 feet** to a set iron pin on the aforesaid south right-of-way line of West Milham Avenue;

Thence along the south right-of-way line of West Milham Avenue, **South 89°13'06" East**, a distance of 276.23 feet to the **TRUE POINT OF BEGINNING**.

Containing 1.457 acres of land. Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above-described parcel of land.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "Matko 4001054055."

Bearings based on the U.S. State Plane Coordinate System, NAD83 (2011), GEOID 18 (CONUS), Michigan South zone (2113), International feet, derived from GPS observations using the Michigan Real Time Network (RTN) provided by the Michigan Department of Transportation. Coordinates taken to ground at latitude N42°13'48.23068", longitude W85°38'49.72860", project height 823.300, with a ground scale factor of 1.00006761602353.

This description is based on an actual field survey conducted in September 2024 under my direct supervision, and that all monuments, found or set, correctly represent the boundaries herein described.



CESO, Inc.


Robert Matko, PE, PS
Michigan Professional Surveyor No. 4001054055

06-04-2025

Date



765307_Lot Split
4/4/2025

PROPOSED BOUNDARY DESCRIPTION

6027 South 12th Street
1.724 Acres

Situated in the northwest quarter of Section 7, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, being part of the 3.774-acres of land conveyed to Milham Crossing, LLC by deed recorded in Instrument 2010-008915, all deed references are of record in the Kalamazoo County, Michigan Recorder's Office, and being more particularly described as follows:

Commencing at a monument with a disc found at the northwest corner of said Section 7, said point also being the centerline intersection of Milham Avenue (a varying width public right-of-way) and South 12th Street (a varying width public right-of-way);

Thence along the north line of said Section 7 and centerline of said West Milham Avenue, South 89°13'06" East, a distance of 379.50 feet to a point;

Thence South 00°41'02" West, a distance of 33.00 feet to set iron pin on the south right-of-way line of said West Milham Avenue, said point also being the northwest corner of a 1.25-acre parcel of land conveyed to Michael Louis Busche by deed recorded in Instrument 2013-038806;

Thence along the west line of said 1.25-acre parcel of land, South 00°41'02" West, a distance 188.50 feet to a set iron pin and the **TRUE POINT OF BEGINNING** for this description;

Thence continuing along the west line of said 1.25-acre parcel of land, **South 00°41'02" West**, a distance of **306.50 feet** to a set iron pin on the north line of Lot 28 of Andover Woods No. 1 subdivision as recorded in Liber of Plats 40, Page 39;

Thence along the said north line of Lot 28, the north line of Lot 27 and a portion of the north line of Lot 26 of said Andover Woods No. 1 subdivision, **North 89°13'06" West**, passing a found 1/2" iron pin at 49.19 feet, a total distance of **136.70 feet** to a set iron pin at the southeast corner of a 0.826-acre parcel of land conveyed to Harry, Inc. by deed recorded in Instrument 2006-025441,

Thence along the east line of said 0.826-acre parcel of land, **North 00°41'02" East**, a distance of **148.25 feet** to a point being witnessed by a found 1/2" iron pin with a "P&N 28416" cap lying North 89°13'06" West, 0.25 feet;

Thence along the north line of said 0.826-acre parcel of land, **North 89°13'06" West**, a distance of **209.80 feet** to a found 1/2" iron pin with a "P&N 28416" cap on the east right-of-way line of aforementioned South 12th Street;

Thence along the east right-of-way line of said South 12th Street, **North 00°41'02" East**, a distance of **158.25 feet** to a set iron pin;

Thence along a new division line through the aforementioned 3.774-acres of land, **South 89°13'06" East**, a distance of **346.50 feet** to the **TRUE POINT OF BEGINNING**.

Containing 1.724 acres of land. Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above-described parcel of land.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "Matko 4001054055."

Bearings based on the U.S. State Plane Coordinate System, NAD83 (2011), GEOID 18 (CONUS), Michigan South zone (2113), International feet, derived from GPS observations using the Michigan Real Time Network (RTN) provided by the Michigan Department of Transportation. Coordinates taken to ground at latitude N42°13'48.23068", longitude W85°38'49.72860", project height 823.300, with a ground scale factor of 1.00006761602353.

This description is based on an actual field survey conducted in September 2024 under my direct supervision, and that all monuments, found or set, correctly represent the boundaries herein described.



CESO, Inc.


Robert Matko, PE, PS
Michigan Professional Surveyor No. 4001054055

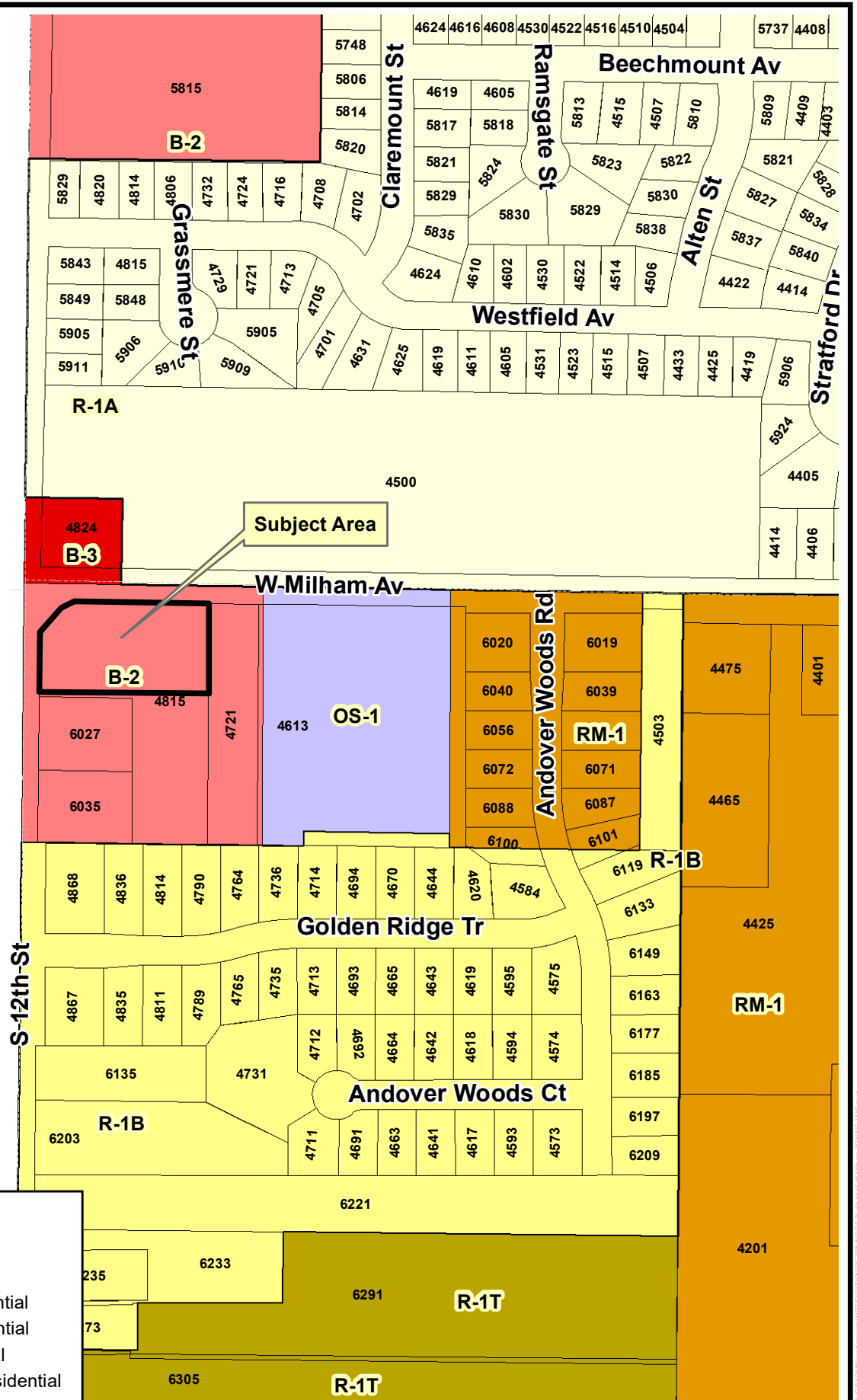
06-04-2025

Date

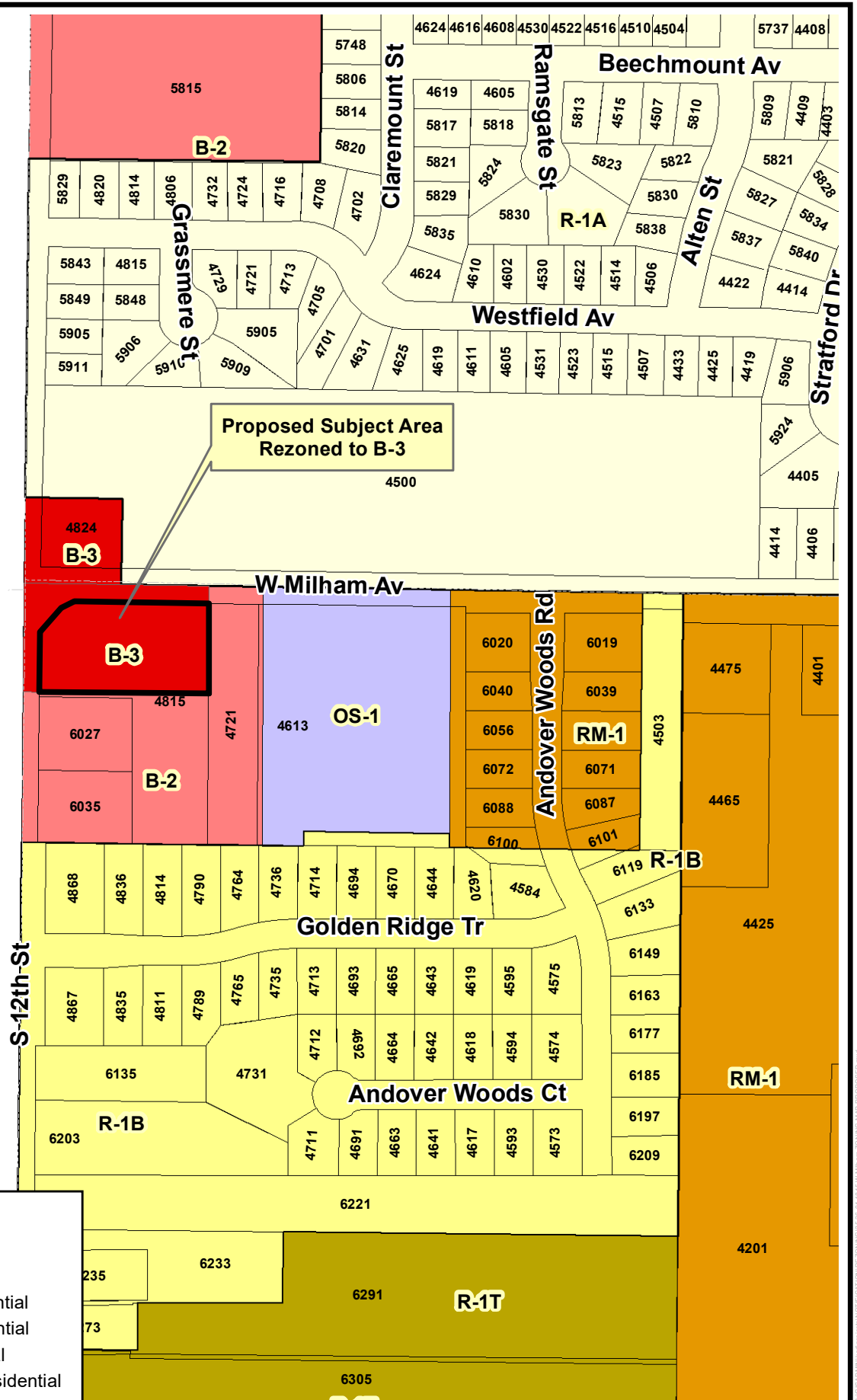


765307_Lot Split
4/4/2025

Texas Township



Texas Township



- B-2 Community Business
- B-3 General Business
- OS-1 Office Service
- R-1A One Family Residential
- R-1B One Family Residential
- R-1T Attached Residential
- RM-1 Multiple Family Residential

Proposed Zoning Map 4815 West Milham Avenue



1 inch = 300 feet
Date: 7/7/2025
(182)

This is a request to change the zoning for 4815 W. Milham Avenue, Portage, Michigan from B-2 to B-3.

This rectangular shaped vacant lot containing 1.45 acres is located on the southeast corner of the intersection of West Milham Avenue and South 12th Street. It is surrounded by vacant land on the south zoned B-2, vacant land on the east zoned B-2, and by the Bickford Assisted Living facility zoned OS-1.

Directly across Milham Avenue is a small parcel zoned B-3 and a park zoned R-1A.

The property to the west and northwest of the intersection is zoned C-3 in Texas Township.

The Portage Future Land Use Plan designates this parcel and the vacant land around it for Mixed Use. (p. 39)

Mixed Use development is defined in the Master Plan to ...“consist of commercial/retail uses located adjacent to residential and/or office uses”. Granting the zoning change for this parcel from B-2 to B-3 will accomplish this by increasing the retail uses allowed and therefore increase the attractiveness of the property for economic development in keeping with Economic Development Goal 2 “Marketing and promoting sites identified as mixed-use in the Land Use Plan to developers to encourage this type of development”.

Granting this petition to change the zoning of this parcel from B-2 to B-3 will further the aims of Goal 3.1 of the Portage Master Plan which states a key policy is to “Encourage mixed-use nodes throughout the City to increase economic activity at a neighborhood level.”

The Zoning Alignment Map in the Master Plan (p. 104) shows that this vacant parcel and those immediately surrounding it are currently “Not Aligned” with the Future Land Use Plan.

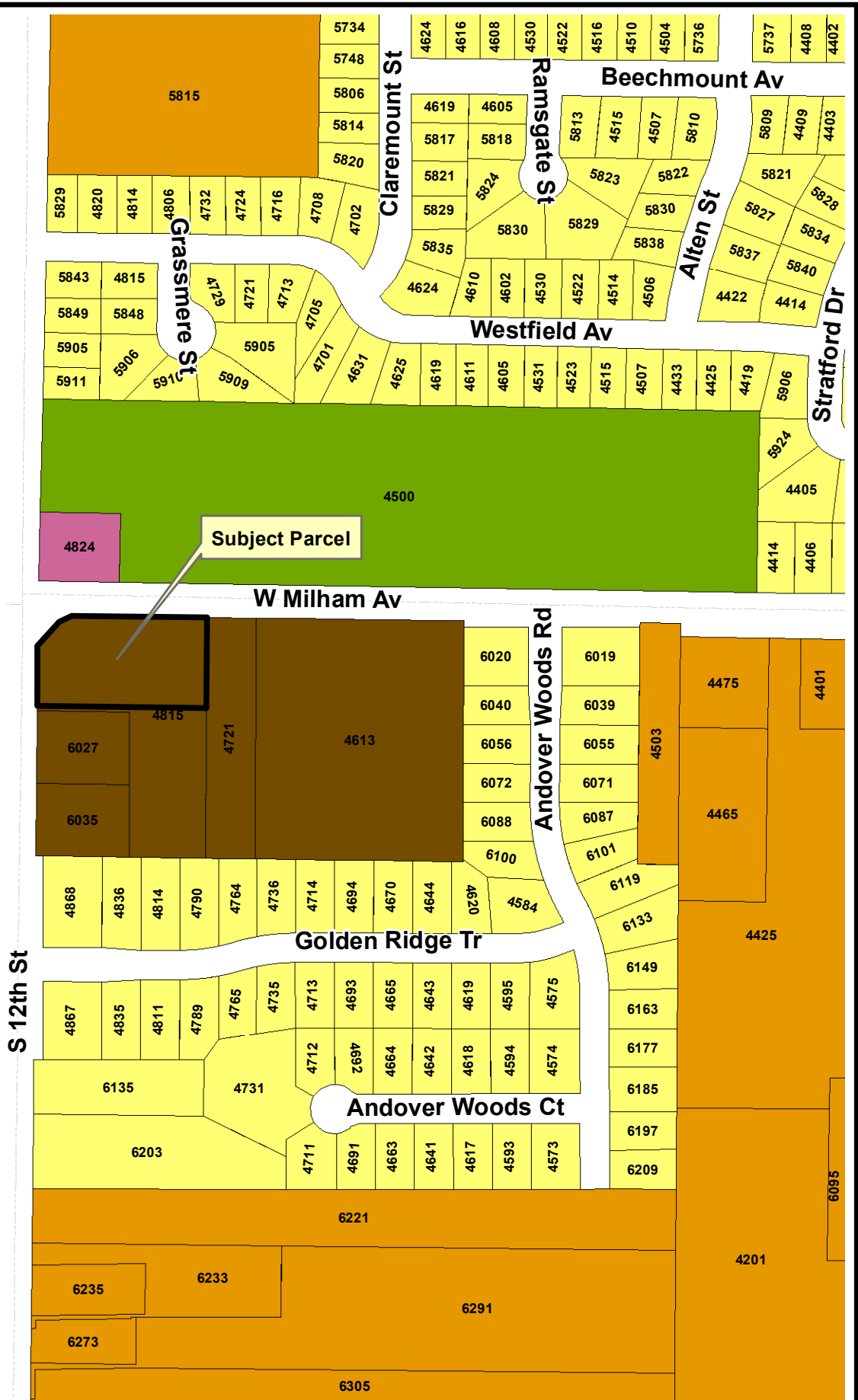
The Master Plan holds that ensuring that the Future Land Use Plan and the zoning code complement each other is a pivotal element in guaranteeing the success of the Master Plan and that it is critical that the City updates the zoning regulations to allow more diverse uses.

For all the above reasons, the requested zoning change from B-2 to B-3 will preserve and enhance substantial property rights and will further the achievement of the goals of the Portage Master Plan by making the property more attractive for development.

Texas Township

Future Land Use

- Local Commercial
- Mixed Residential
- Mixed Use
- Parks / Open Space
- Single Family Residential



Future Land Use Map 4815 West Milham Avenue



1 inch = 300 feet
Date: 6/23/2025
(184)

Staff's Site Pictures – July 3, 2025

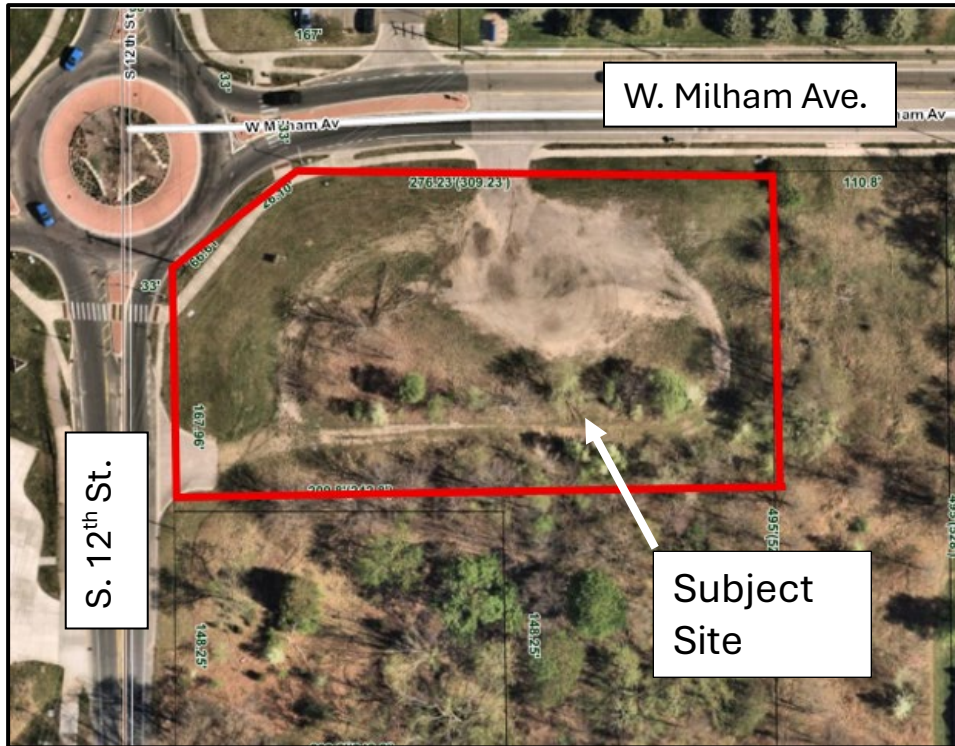


Figure 1: Subject site (4815 W. Milham Ave.) shown adjacent to street round-a-bout in the SE intersection corner.



Figure 2: Looking south at subject site. Tall trees in background located near back of site. Buildings in background located in Texas Township.



Figure 3: Looking east at subject site. Tall trees in background located eastern side boundary. Dirt clearing near middle of site.



Figure 4: Looking west at subject site.

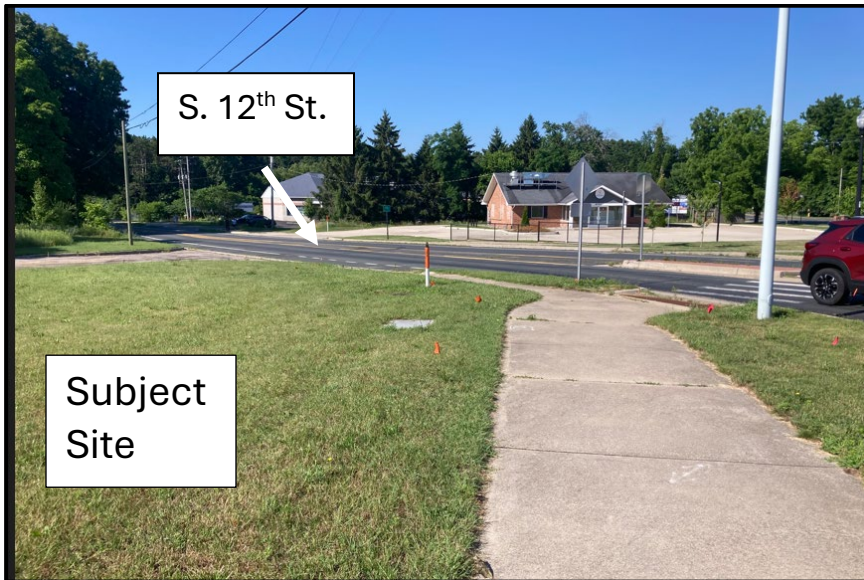


Figure 5: Looking south at subject site toward S. 12th Street. Buildings in background are located in Texas Township.



Figure 6: Looking south along S. 12th Street. Grass between back edge of driveway and powerline pole is approx. southern property line.

Consent of Property Owner

I (WE) MILHAM CROSSINGS, LLC

After being duly sworn, depose and say:

1. That I (we) are the owner(s) of real estate located at:

4315 W. MILHAM PORTAGE MI 49024
Address City State Zip Code

2. That I (we) have read and examined the Application and are familiar with its contents.
3. That I (we) have no objections to, and consent to such request as set forth in the application.

Robert M Brown Jr

Owner's Name (Print)

Robert M Brown Jr

Owner's Signature

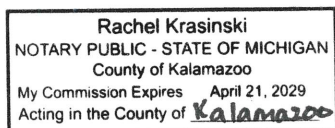
State of Michigan

SS:

County of Kalamazoo

Subscribed and sworn to me this 20th day of June, 2025

My Commission expires: 4/21/29



Rachel Krasinski
Notary Public



Department of Community Development

TO: Honorable Mayor and City Council
FROM: City of Portage Planning Commission
DATE: July 22, 2025

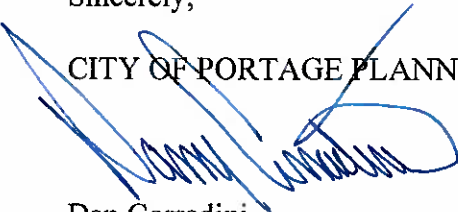
SUBJECT: Rezoning application No. 25/26-1 to rezone 4815 W. Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development.

At the July 17, 2025 meeting, the Planning Commission reviewed the Rezoning application No. 25/26-1 to rezone 4815 W. Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development. The applicant's representative, Mandy Gauss, Senior Project Manager, CESO, LLC, was present. No public comment was received at the meeting.

After careful consideration, the Planning Commission voted unanimously (9-0) to recommend to City Council the approval of the Rezoning application No. 25/26-1 to rezone 4815 W. Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development.

Sincerely,

CITY OF PORTAGE PLANNING COMMISSION



Dan Corradini
Chairman

Attachments: Draft July 17, 2025 Planning Commission meeting minutes.

CITY OF PORTAGE PLANNING COMMISSION

**Thursday, July 17, 2025
7:00 PM
Portage City Hall Council Chambers**

The City of Portage Planning Commission meeting of July 17, 2025, was called to order by Chair Corradini at 7:00 p.m.

IN ATTENDANCE

- Biqi Zhao, Deputy Director of Planning and Zoning
- Eric Feldt, Senior City Planner
- Peter Dame, Chief Development Officer
- Josh Thall, Assistant City Attorney

ROLL CALL

Staff called the roll: Chairman Corradini (yes); Vice Chair Baldwin (yes); Secretary Freiman (yes), Adams (yes); Copp (yes); Orwig (yes); Fries (yes); Youngs (yes); and Crowell (yes).
9-Present; 0-Absent.

APPROVAL OF MINUTES

1. Minutes dated June 26, 2025

Motion by Vice Chair Baldwin, seconded by Secretary Freiman to approve June 26, 2025, minutes as submitted. Upon a voice vote, motion carried 9-0.

PUBLIC HEARINGS

1. Rezoning application No. 25/26-1 to rezone 4815 W. Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development.

Mr. Feldt provided a presentation outlining the proposal, site information, maps of the area, site pictures, the rezoning process, review analysis, applicable zoning code districts and sections, public noticing, and recommended action. He concluded the presentation by recommending the Planning Commission to recommend to the City Council the approval of the Rezoning No. 25/26-1 to rezone 4815 W. Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development.

The applicant's representative, Mandy Gauss, Senior Project Manager for CESO, LLC, indicated no additional information was needed beyond what Mr. Feldt provided.

Chair Corradini opened the public hearing. No one spoke for or against the request. Motion by Commissioner Copp, seconded by Vice Chair Baldwin to close the public hearing. Upon a voice vote, motion carried 9-0.

Commissioner Copp inquired if the site plan would come back in front of the Planning Commission and noted the importance of the future site plan to follow the Master Plan and the Future Land Use map. Mr.

Feldt stated that if the use is a principle permitted use in the new zoning district, it will go through normal site plan procedures and be reviewed by each of the applicable city departments. If the use is a Special Land Use, or if the building is of a certain size threshold, it would come back in front of the Planning Commission and that's when staff and the Commission can review it for consistency with the Master Plan and FLUP.

Commissioner Youngs inquired as to what the proposed development is going to be and Mr. Feldt stated that there are no projects submitted yet.

Commissioner Adams asked the applicant why they would not rezone the parcel to the south as well. Mandy Gauss stated that one of their goals was to keep a respectable barrier area from the residents and target the higher commercial uses to be closer to the intersection.

Commissioner Orwig inquired if this new rezone would align with the Master Plan and if there would need to be a buffer. Mr. Feldt stated there are required buffers built into the code and staff review them on the site plan. Staff can recommend more of a buffer and usually do depending on the proposed and surrounding uses and intensities. He also stated that the city is currently undergoing the rewrite of the Unified Development Ordinance and will be updating the zoning map as well, which will include more mixed-uses and we will be rezoning areas at that time.

Chair Corridini wondered if this parcel of land develops, if it would be required to connect to city or county utilities. Mr. Feldt stated that it depends on many aspects and can be discussed in more detail when there's a proposal in front of the Commission.

Motion by Secretary Freiman, supported by Commissioner Adams, to recommend to the City Council the approval of the Rezoning No. 25/26-1 to rezone 4815 W. Milham Avenue from B-2 Community Business District to B-3 General Business District to facilitate future development as presented. Upon voice vote, motion carried 9-0.

SITE/FINAL PLANS

None.

OLD BUSINESS

None.

NEW BUSINESS

1. Election of Officers

Motion by Commissioner Fries, supported by Commissioner Adams, to keep the officers the same with Chair Corridini, Vice Chair Baldwin, and Secretary Freiman. Upon voice vote, motion carried 9-0.

STATEMENT OF CITIZENS

1. Dominic Iocca, 6230 Surrey St.

Mr. Iocca expressed concern about Crossroads Mall and the roads/parking lots surrounding it. He wondered if the city was doing anything to keep it from becoming more dilapidated.

Mr. Feldt stated that the city is trying to work with the mall owner to fix the roads. Each mall anchor owns their own parking lot in front of them. The Ring Road is on the mall owner to fix it. Inside the mall, the Planning Commission recently approved ZapZone in the old Sears and they will be required to repave their own lot. Different roads are owned by different entities so there are many people involved.

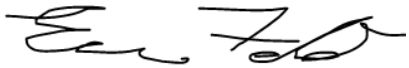
STATEMENT OF COMMISSIONERS/ STAFF

Mr. Feldt stated that the next Planning Commission meetings are scheduled for August 7 and 21.

ADJOURNMENT

There being no further business to come before the Commission, Chair Corradini adjourned the meeting at 7:34p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Feldt", written in a cursive style.

Eric Feldt
Senior City Planner

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF
PORTAGE, MICHIGAN BY AMENDING ARTICLE 4 OF CHAPTER 42,
LAND DEVELOPMENT REGULATIONS OF THE CODIFIED ORDINANCES
OF PORTAGE, MICHIGAN**

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Property Address: 4815 W. Milham Avenue

Parcel Number: 00007-120-B

Legal Description:

Situated in the northwest quarter of Section 7, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, being part of the 3.774-acres of land conveyed to Milham Crossing, LLC by deed recorded in Instrument 2010-008915, all deed references are of record in the Kalamazoo County, Michigan Recorder's Office, and being more particularly described as follows:

Commencing at a monument with a disc found at the northwest corner of said Section 7, said point also being the centerline intersection of Milham Avenue (a varying width public right-of-way) and South 12th Street (a varying width public right-of-way);

Thence along the north line of said Section 7 and centerline of said West Milham Avenue, South 89°13'06" East, a distance of 379.50 feet to a point;

Thence South 00°41'02" West, a distance of 33.00 feet to set iron pin on the south right-of-way line of said West Milham Avenue, said point also being the northwest corner of a 1.25-acre parcel of land conveyed to Michael Louis Busche by deed recorded in Instrument 2013-038806, and the TRUE POINT OF BEGINNING for this description;

Thence along the west line of said 1.25-acre parcel of land, South 00°41'02" West, a total distance 188.50 feet to a set iron pin;

Thence along a new division line through the aforementioned 3.774-acre parcel of land, North 89°13'06" West, passing a set iron pin in the east right-of-way line of aforementioned South 12th Street at 346.50 feet, a total distance of 346.50 feet to a set iron pin on the east right-of-way line of aforementioned South 12th Street;

Thence along said east right-of-way line of South 12th Street, North 00°41'02" East, a distance of 125.41 feet to a found 1/2" iron pin with a "D&A 47946" cap at the south corner of a right-of-way easement grant to the City of Portage by deed recorded in Instrument 2011-006681;

Thence along the southeast lines of said right-of-way easement grant, North 42°28'31" East, a distance of 66.61 feet to a found 1/2" iron pin with a "D&A 47946" cap;

Thence continuing along the southeast lines of said right-of-way easement grant, North 63°28'26" East, a distance of 29.10 feet to a set iron pin on the aforesaid south right-of-way line of West Milham Avenue;

Thence along the south right-of-way line of West Milham Avenue, South 89°13'06" East, a distance of 276.23 feet to the TRUE POINT OF BEGINNING.

Containing 1.457 acres of land. Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above-described parcel of land.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "Matko 4001054055."

Bearings based on the U.S. State Plane Coordinate System, NAD83 (2011), GEOID 18 (CONUS), Michigan South zone (2113), International feet, derived from GPS observations using the Michigan Real Time Network (RTN) provided by the Michigan Department of Transportation. Coordinates taken to ground at latitude N42°13'48.23068", longitude W85°38'49.72860", project height 823.300, with a ground scale factor of 1.00006761602353.

From B-2 Community Business District to B-3 General Business District.

Severability

Should any section, clause or provision of this Ordinance be declared to be invalid by a court of competent jurisdiction, the same shall not affect the validity of the Ordinance as a whole or any other part thereof other than the parts so declared to be invalid.

Repeal of Conflicting Ordinances, Savings Clause

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. Any proceedings pending, including prosecutions for violations, under any previous ordinance provision being repealed hereby shall not be affected by this Ordinance and may be continued pursuant to said previous Ordinance provisions.

Effective Date

The zoning amendment shall become effective 15 days after publication of the notice of adoption unless a different effective date is approved by council.

COUNCIL SETS PUBLIC HEARING:

PUBLIC HEARING:

EFFECTIVE DATE:

Patricia M. Randall, Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage, and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2025.

Erica Eklov, City Clerk

Approved as to Form:

Date: 8/4/2025

By: [Signature]
City Attorney

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Ordinance to Enable Creation of Neighborhood Enterprise Zones

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Jonathon Hallberg, Deputy Director of Economic Development

ACTION RECOMMENDED: Accept for second reading and subsequently consider adopting the proposed ordinance amendment of Chapter 42 of the Code of Ordinances to enable the creation of Neighborhood Enterprise Zones (NEZ).

The city is proposing the use of the Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended) as an economic development tool to encourage additional housing investment. This state of Michigan authorized tax abatement incentive encourages new housing construction and housing rehabilitation by creating Neighborhood Enterprise Zones (NEZ) in designated areas.

Once the NEZ has been established, developers may submit applications for NEZ certificates for qualifying projects on specified parcels within a designated zone. Only after a certificate is approved for a project on a specific property, the state-authorized incentive could provide a tax abatement for between 6 and 15 years (the last three of which are always a phase-out period). Should the Council approve the NEZ ordinance, City staff have identified two potential zones to consider in sections of the City designated by the Master Plan as Subareas suitable for higher density housing and mixed-use developments. Attached are the two zones under consideration for sections of the Lake Center Subarea and the City Center Subarea that would require approval by resolution of the Council after the enabling ordinance is adopted.

City staff presented the NEZ program as an informational item to the Planning Commission on August 21, 2025. The Planning Commission had no objections to proceeding with the NEZ program. The feedback received was that the NEZ incentive and the two proposed zones further the Master Plan objectives of increasing housing opportunities and mixed-use developments in the City Center and Lake Center Subareas. A first reading was held at the Council meeting of September 9, 2025.

It is therefore recommended that, following the second reading, that City Council consider adopting the proposed ordinance amendment of Chapter 42 of the Code of Ordinances to enable the creation of Neighborhood Enterprise Zones (NEZ).

FUNDING: Similar to other industrial and commercial redevelopment incentives authorized under state law, the NEZ abatement provides for a property tax abatement of specified level property taxes for up to 12 years, and a phase out period of 3 additional years. The intent is to incentivize projects that would not otherwise have occurred leading to a larger tax base and ultimately a net positive increase in tax values over time.

- Attachments:**
1. NEZ Enabling Ordinance
 2. Potential NEZ City Centre Mixed-Use Subarea (1)
 3. Potential NEZ Lake Centre Mixed-Use Subarea

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY AMENDING CHAPTER 42
LAND DEVELOPMENT REGULATIONS**

THE CITY OF PORTAGE ORDAINS:

That Chapter 42 shall be amended to add Article 12 and amended to read as follows:

Article 12. NEIGHBORHOOD ENTERPRISE ZONES

Sec.42-1311. - Purpose.

The purpose of this chapter is to preserve Portage neighborhoods and to further the maintenance, preservation, improvement and development of housing for all persons regardless of income level; to provide that the City, by resolution, may designate one or more neighborhood enterprise zones pursuant to the Michigan Neighborhood Enterprise Zone Act, Act 147 of the Public Acts of 1992, as amended, being MCL 207.771 et seq.; and to encourage, through ad valorem property tax benefits established by said Act, the two following purposes: 1.) the construction of new structures that have as their primary purpose, owner-occupied one or two unit residential housing and renter-occupied mixed-use buildings in qualified downtown revitalization districts having residential apartment units along with retail business space on the street level floor, and 2.) the rehabilitation of existing structures having as their primary purpose, residential housing consisting of one to eight units, by bringing them into conformity with minimum Building and Housing Code standards and improving the livability of units.

Sec.42-1312. - Definitions.

As used in this Article:

Certificate of approval means a certificate issued by the Director of Community Development, or his or her designee, of the Community Development Department of the City, attesting to the fact that a new or rehabilitated facility for which an enterprise zone certificate is in effect and complies with the State of Michigan Construction Codes and local ordinances.

Neighborhood enterprise zone means any established area designated by the City by resolution as a neighborhood enterprise zone pursuant to the requirements of the Michigan Neighborhood Enterprise Zone Act.

Neighborhood Enterprise Zone Act means Act 147 of the Public Acts of 1992, as amended, being MCL 207.771 et seq.

Qualified Downtown Revitalization District means an area located within the boundaries of a downtown district as defined in the recodified Tax Increment Finance Act (PA 57 of 2018), or an area located within the boundaries of a principal shopping district or a business improvement district as defined in PA 120 of 1961, or an area located within the boundaries of a local governmental unit in an area that is zoned and primarily used for business as determined by the City of Portage Community Development Director, or his or her designee.

Sec.42-1313. - Designation of zones.

The City, by Council resolution, may, upon City initiative or on petition of any person, designate one or more neighborhood enterprise zones (NEZ) within a local governmental unit in accordance with the Neighborhood Enterprise Zone Act. Applicants requesting the creation of an NEZ must be in good standing with the City, meaning all real and personal property taxes, fees, assessments, or other obligations to the City of Portage are paid. A gap in proposed project financing must be demonstrated through a Michigan Community Revitalization Program (MCRP)

Proforma or similar financial analysis. The City may require third-party verification of financial need and the cost of analysis will be borne by the applicant.

Sec.42-1314. - Application for certificate.

- (a) Once a neighborhood enterprise zone is established, any person who proposes to construct a new facility or to rehabilitate property located in a neighborhood enterprise zone, and who intends to seek the tax benefits provided in the Neighborhood Enterprise Zone Act, shall file an application for a neighborhood enterprise zone certificate with the City Clerk. The application must be filed in the form and manner prescribed for in said Act. The application for a certificate shall be subject to the requirements, approvals and conditions of the Neighborhood Enterprise Zone Act. Applicants requesting an NEZ certificate must be in good standing with the City, meaning all real and personal property taxes, fees, assessments, or other obligations to the City of Portage are paid. A gap in project financing must be demonstrated through an MCRP Proforma or similar financial analysis. The City may require third-party verification of financial need, and the cost of analysis will be borne by the applicant.
- (b) The default term of a neighborhood enterprise zone certificate shall be nine (9) years from the date of issuance. Requests for certificates longer than nine years shall be considered for developments where at least 20% of the housing units are allocated to households within 120% or less of the Kalamazoo County, Michigan, Area Median Income level and those units are serving an average of 100%, or less, of the area median income.
 - i. Under rental circumstances, the “Rent by Bedroom” rates shall be as published in the Michigan State Housing Development Authority Income and Rent Limits report for Kalamazoo County in effect at the time the lease for the housing unit is executed. Annual income verification and compliance with the rent control measures shall be undertaken annually. Abatement terms shall only be as long as the rent control and income qualification period, up to a period of fifteen (15) years.
 - ii. Under purchase circumstances, a deed restriction shall be established to preserve the housing affordability based upon the number of years of the abatement term or longer. The resale price shall be based upon the purchase price, increased by the percentage increase in area median income for a family of four from the year of initial purchase to the year of resale. Additional provisions may be included in a development agreement at the discretion of the City Manager, or designee.

Sec.42-1315. – Monitoring established certificates.

Certificates will be monitored annually by the City Assessor's Office and Community Development staff. Established NEZs are reviewed annually by City staff and provided to the City Council. The City Assessor creates an annual report for the State Treasury and State Tax Commission. Community Development staff collects the following data and conducts the following evaluation:

- (a) A review for compliance with the Act, City Ordinance, and Development Agreement, including demonstrating proof of occupant income, and rental rates or sale price compliance as appropriate,
- (b) A review to ensure no taxes are owed on the parcels associated with the certificate.

Sec.42-1316. – Revocation of certificate.

- (a) NEZ certificates will be revoked for violations that result in termination under the Act. In addition, the following circumstances will result in a recommendation to the City Council for the termination of a certificate: The developer and/ or property owner is not in compliance with the certificate terms, this ordinance, or the Act.
- (b) The developer and/or property owner is in violation of any City code or ordinance related to the property.
- (c) The developer and/or property owner fail to provide the required annual monitoring data as outlined above.

- (d) For rehabilitated certificates specifically, termination is recommended when:
- i. The work is not completed within the time frame agreed upon by the applicant and City.
 - ii. The operation of the facility is not in compliance with the original intent of the Act.
- (e) The City Assessor or Community Development staff shall notify the property owner of a non-compliance and provide a thirty (30) day period to remedy the non-compliance. If not addressed by the property owner within thirty (30) days of notice, the City Assessor shall recommend termination of the certificate to City Council, which shall determine whether additional time shall be allotted to remedy the defect(s) or if the non-compliant certificate is to be revoked. If the non-compliance is not or cannot be remedied, City Council shall direct the City Assessor to submit the letter requesting revocation of the certificate to the State Tax Commission.

Sec.42-1317. - Inspections.

- (a) Before the sale of a new facility or a rehabilitated facility for which a neighborhood enterprise zone certificate is in effect, an inspection by the City shall be requested and made to determine compliance with all applicable local construction or safety codes. An inspection report shall be completed by the applicable inspector(s) after the inspection is completed. The report shall note all violations found in the facility.
- (b) No sale of any new or rehabilitated facility for which a neighborhood enterprise zone certificate is in effect may be finalized until there is compliance with applicable codes and a certificate of approval attesting to the fact is issued by the Director of Community Development, or his or her designee. Before a certificate of approval is issued, all violations must be corrected and approved and the required inspection fee paid.
- (c) After issuance, a certificate of approval shall only be valid for one sale of a new or rehabilitated facility. A new inspection and certificate of approval shall be required each time a new or rehabilitated facility is sold.

Sec.42-1318. - Inspection fee.

The City shall charge a non-refundable inspection fee which shall be set by Council resolution and paid in advance of the certificate of approval inspection.

Dated: _____

Patricia M. Randall, Mayor

EFFECTIVE DATE:

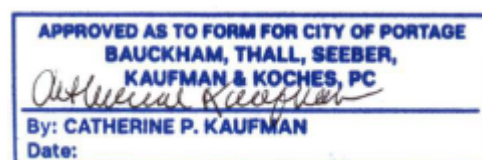
CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage, and that the foregoing ordinance was adopted by the City of Portage on the ____ day of _____, 2025.

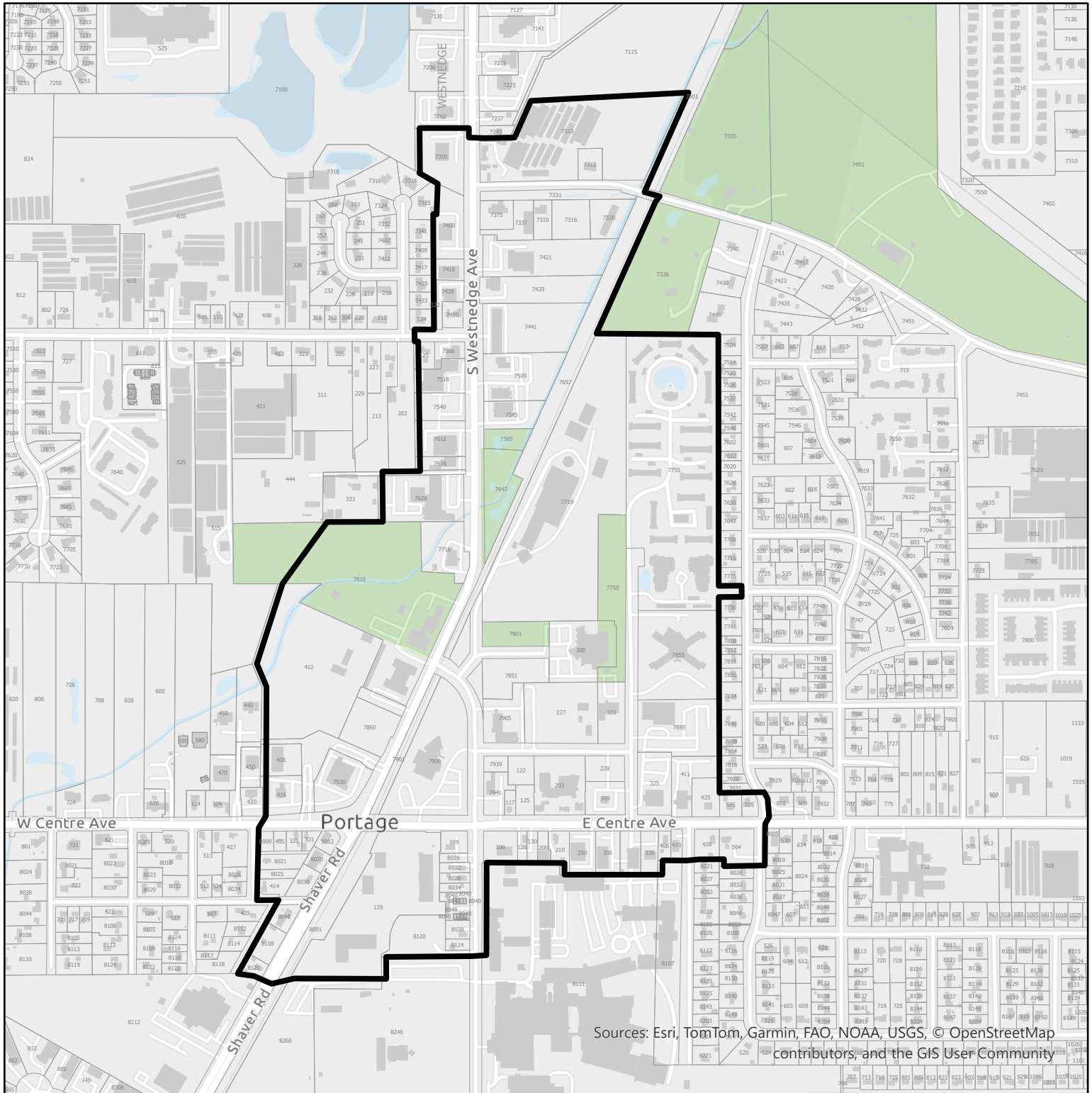
Erica L. Eklov, City Clerk

PREPARED BY:

Pete Dame
Chief Development Officer
7900 S. Westnedge Avenue
Portage, MI 49002



Proposed Neighborhood Enterprise Zone (NEZ) Eligible Areas Map City Centre Area



City Centre Area



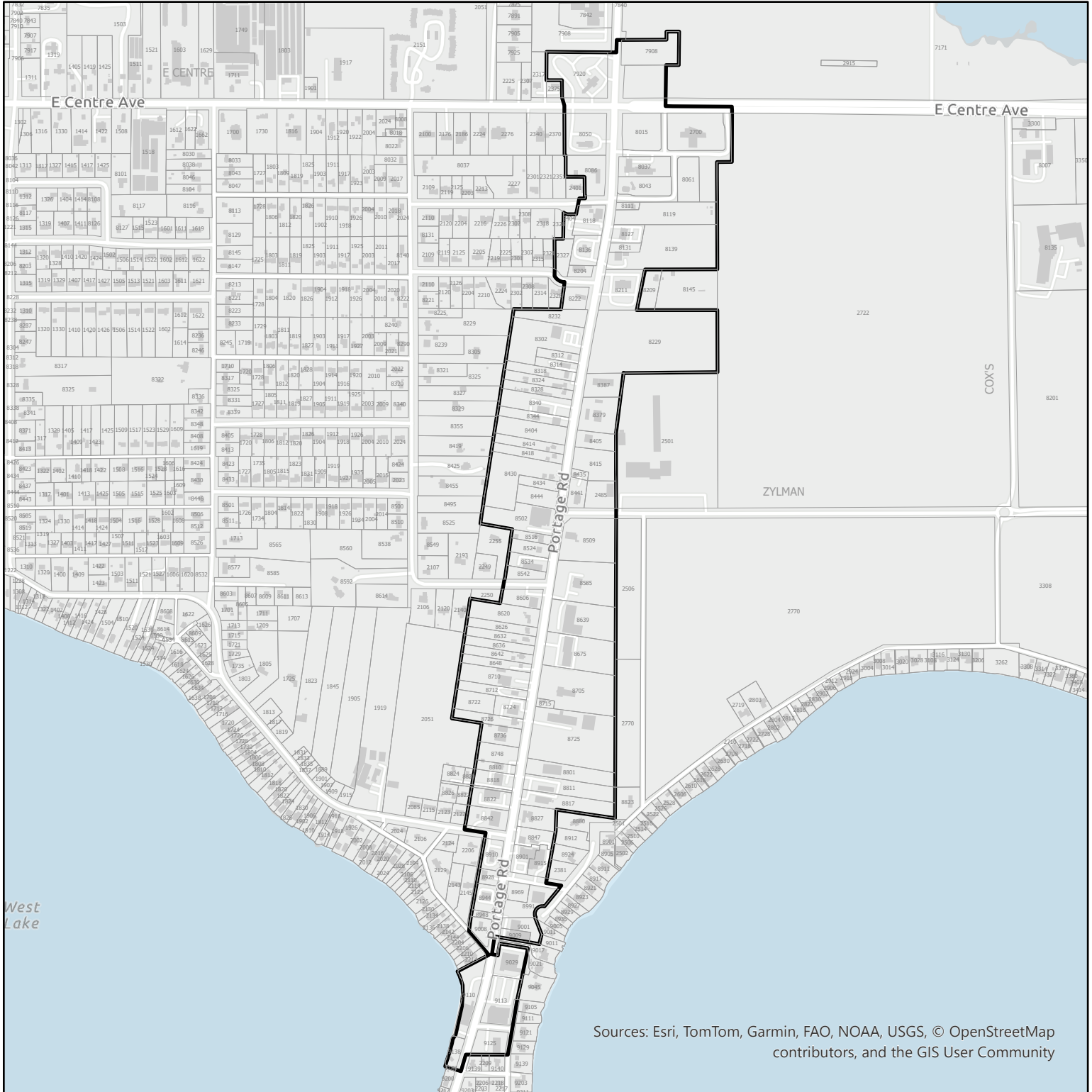
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1 inch equals 1,000 feet
(200)

Proposed Neighborhood Enterprise Zone (NEZ) Eligible Areas Map

Lake Centre Edge, Core Areas Mixed Use Zoning



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Lake Centre Mixed Use Zoning (Edge, Core areas)



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