

- 6:00 p.m. Call to Order.
- Moment of Silence.
- Pledge of Allegiance.
- A. 30th City Council:
1. Roll Call.
 2. Proclamations:
 - a. Portage Central High School Men's Soccer Division 1 State Champs
 3. Approval of the City Council Meeting Minutes:
 - a. Regular Meeting of November 5, 2025
 - b. Special Meeting of November 8, 2025
 4. Receive the November 4, 2025 City General Election Report from the Kalamazoo County Board of Canvassers as information only.
 5. Statements of Citizens regarding the 30th City Council (3 mins. per speaker).
 6. Comments from Councilmembers
 7. Adjournment of Sine Die of Retiring City Council.
- B. 31st City Council:
1. Oaths of Office
 2. Seating of Mayor and Councilmembers.
 3. Roll Call of the New Council.
 4. Election of Mayor Pro Tempore.
 5. Adopt the City Council *Rules of Order and Procedure*.
 6. Resolution of Respect for Terry R. Urban.
 7. Petitions and Statements of Citizens (3 mins. per speaker).
 8. Consent Agenda:
 - a. Approve the Accounts Payable Register of November 18, 2025, as presented.
 - b. Adopt and sign the *City Council Code of Ethics and Values Policy*.
 - c. Authorize the purchase of six (6) all-wheel drive police vehicles through the State of Michigan MiDEAL Extended Purchasing Program from Gorno Ford in the amount of \$311,970.
 - d. Receive the Centreport Apartments Brownfield Redevelopment Plan Application, with Brownfield Redevelopment Plan Amendment No. 16, Centreport Apartments, 7920 Portage Road, Portage MI, and set a public hearing for December 16, 2025, at 6:00 p.m. or as soon thereafter as may be heard.
 - e. Minutes of Boards and Commissions:
 - i. Park Board of October 1, 2025
 - ii. Historic District Commission of October 1, 2025
 - f. Materials Transmitted.
 - g. Calendar of Meetings:

- Senior Citizens Advisory Board: Wednesday, November 19 at 2:30 p.m. at Portage City Hall, Conference Room 1.
- Planning Commission: Thursday, November 20 at 7:00 p.m. at Portage City Hall, City Council Chambers.

C. Communications:

D. Public Hearings:

E. Regular Business Agenda:

F. Unfinished Business:

1. Adopt the proposed ordinance to amend the Code of Ordinances, Chapter 24 Community Quality, Article 5, Safety, Sanitation and Health.

G. Council Committee Reports:

H. New Business:

I. Statements of City Council and City Manager.

Adjournment.

ADDITIONAL INFORMATION

Get news, information, and alerts from the City of Portage. Sign up at www.portagemi.gov/notifyme, or follow @CityofPortageMI on Twitter (X), "cityofportagemi" on Instagram, CityofPortageMI on Facebook, and @CityOfPortageMI on YouTube.

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 OF PORTAGE PROCLAMATION

Honoring the 2025 Portage Central Boys Soccer Team Division 1 State Champions

- WHEREAS,** the Portage Central High School Boys Soccer Team has brought great pride and distinction to the City of Portage by capturing the 2025 Michigan High School Athletic Association (MHSAA) Division 1 State Championship; and
- WHEREAS,** under the exceptional leadership of Division 1 Coach of the Year Tim Halloran, the team demonstrated unwavering dedication, discipline, and sportsmanship throughout the season; and
- WHEREAS,** the Mustangs completed a historic playoff run, culminating in a thrilling 1-0 shootout victory over Ann Arbor Huron in the State Championship match held at Grand Ledge High School on November 8, 2025; and
- WHEREAS,** the team's success was fueled by the outstanding performances of its student-athletes, including Gunnar Thorhallsson, the first goalie ever to be named Michigan's Mr. Soccer, whose crucial saves in the final match preserved the team's lead; and
- WHEREAS,** the 2025 Portage Central Boys Soccer Team exemplified the values of teamwork, perseverance, and excellence, earning the admiration of fans, families, and the entire Portage community.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, Mayor of the City of Portage, do hereby proclaim November 8 as Portage Central Boys Soccer State Champions Day in the City of Portage and urge all residents to join in recognizing and celebrating the remarkable achievements of the players, coaches, and supporters of the 2025 Portage Central Boys Soccer Team.

Signed this 18th day of November, 2025.

Patricia M. Randall, Mayor

CITY COUNCIL MEETING MINUTES FROM NOVEMBER 5, 2025

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

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

ABSENT: None.

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

At the request of Mayor Randall, the audience observed a moment of silence to reflect on protecting the children of the community, especially those exposed to domestic violence. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS:

Family Court Awareness Month 2025: Clerk Eklov read the proclamation.

Winners of the 4th Annual Tricked Out Home Halloween Decorating Contest: City Manager McGinnis announced the winners. First place was Brad and Gwen Matthews (408 Marigold Avenue). Second place was the Malaski Family (5807 Copperleaf Trail). Third place and Judge's Choice was Dustin and Dusti Morton (5816 Iowa Avenue), with honorable mentions at: 10527 Sudan Street, 7015 Sandpiper Street, 2328 Kalarama Avenue, and 10527 Dandale Street.

PETITIONS AND STATEMENTS OF CITIZENS:

1. Julia Erity (4818 East Milham) expressed concerns regarding the speed limit of the adjacent Pavilion Township from 55 MPH to 25 MPH in the City of Portage. She noted a nearby school bus stop, a lack of sidewalks, and traffic/pedestrian safety. She requested that the City Administration implement improved safety measures in the area.
2. Tim Earl (6862 Shallowford Way) recognized Councilmember Terry Urban for his many contributions to the city during his long tenure, including the Non-Discrimination Ordinance.
3. Nathan Sachritz (2003 Brighton Lane) spoke as president of the Village at Brighton Lane condo association, as it pertained to the single hauler waste contract. He highlighted concerns regarding conflicting language between implementing the new contract terms for the entire association.
4. Geralyn Morris, Family Court representative, thanked the City Council for recognizing November as Family Court Awareness Month.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if anyone would like an item removed from the Consent Agenda. Councilmember Burns removed Items A.3 (Employee Health & Dental Contracts) and A.6 (Fire Station #3 Improvements).

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

Approval of Minutes: Motion by Young, seconded by Miller, to approve the City Council Meeting Minutes of the Committee of the Whole and the Regular Meeting of October 21, 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 November 5, 2025, as presented. Upon a roll call vote, motion carried 7 to 0.

Delta Dental Plan: Motion by Young, seconded by Miller, to approve a two-year contract with benefit change to the Department Head and Non-Union (DH/NU) group, with the option of an additional renewal for a period of up to two years, with Delta Dental Plan of Michigan for dental insurance and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Employee Retirement Plan Investments (401a, IRA, Retirement Health Savings Plan (RHS) and 457 plans) Servicing Contract: Motion by Young, seconded by Miller, to award the Retirement Plan Investments [401a, IRA, Retirement Health Savings Plan (RHS) and 457 plans] Servicing contract to Municipal Employees' Retirement System (MERS) of Michigan for a five-year servicing agreement for the cost of \$195,600.00 to plan participants 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.

Old Centre Road Reconstruction Project: Motion by Young, seconded by Miller, to award a contract to perform engineering services for the Old Centre Road Reconstruction Project to Williams & Works, Grand Rapids, Michigan in the amount not to exceed \$202,123 and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Contract for towing and impound lot services: Motion by Young, seconded by Miller, to approve a one-year contract with McDonald's Towing and Rescue of Kalamazoo, Michigan, for towing and impound lot services in the amount of \$177,375 for one year, with the option for four (4) one-year renewals, and authorize the City Manager to execute all documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

East Shore Drive Lift Station Renovation Project: Motion by Young, seconded by Miller, to award a contract to Eng., Incorporated of Lansing, Michigan in the amount not to exceed \$106,465 to perform engineering services for the East Shore Drive Lift Station Renovation Project and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Sale of Stanwood Crossings Homes and Parcels: Motion by Young, seconded by Miller, to adopt the Resolution to authorize the City Manager or designee to sell real property at Stanwood Crossings (9617 Portage Road as divided or otherwise created), place the resolution on file for 28 days with the City Clerk, and take final action on December 2, 2025. Upon a roll call vote, motion carried 7 to 0.

Resolution to Accept the Terms of the Project Agreement From the MDNR: Motion by Young, seconded by Miller, to approve the Resolution to accept the terms of the Project Agreement from the Michigan Department of Natural Resources to receive a grant of \$400,000 from the Natural Resources Trust Fund toward construction of the Austin Lake Trail Project 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 City Council Goal Setting Retreat: Motion by Young, seconded by Miller, to set a special meeting on Thursday, November 20, 2025, at 8:30 a.m. at the Department of Parks and Recreation (320 Library Lane) to conduct the annual City Council Goal Setting Session (Retreat). 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 Planning Commission of August 21, 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.

PUBLIC HEARINGS:

Designation of Neighborhood Enterprise Zones in the City Centre and the Lake Center

Subarea: At the invitation of the Mayor, City Manager McGinnis summarized the item and the activity to date. Mayor Randall opened the public hearing at 6:28 PM. As there were no comments, motion by Pearson, seconded by Young, to close the public hearing. Upon a voice vote, motion carried 7 to 0. Following clarification of the motion by CDO Dame, motion by Pearson, seconded by Burns, to confirm December 16, 2025, as the date for consideration of the City Centre and Lake Center Subarea Neighborhood Enterprise Zones (NEZ) resolutions. Upon a roll call vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

Health Insurance Contract Renewals: Councilmember Burns explained that he had removed the item from the Consent Agenda, citing annual cost increase concerns in addition to a lack of competitive bids.

City Manager McGinnis explained the current healthcare landscape is a difficult one to contract within and the various union stipulations complicate matters, but the actual cost to the public is minimal, being borne mostly by the employees. He deferred to the Human Resources staff for additional elaboration.

Human Resources Director Shannon Hertz and Deputy Director Tracy Schmidt relayed that the city is required to bid every three years, and the most recent request found Priority Health declining to quote, and United Healthcare failing to respond. Deputy Director Schmidt stated that most insurance companies do not favor the city as the employee groups are not under one plan and are not viewed as a sincere client.

Mayor Randall asked if we had considered partnering with other municipalities to save on costs. Director Hertz responded that pooling increased the city's risk, and the unions would need to support the change. Councilmember Urban asked if the City Administration had talked to the unions about consolidating. Director Hertz responded that favorable discussions had begun. Councilmember Miller inquired about a per-paycheck rate for the employees. Director Hertz stated there will be various options and various rates depending on levels and plans.

Motion by Burns, seconded by Young, to approve a one-year contract with Blue Cross Blue Shield of Michigan at a current cost of \$0.00, and Blue Care Network at an estimated cost of \$2,755,541.44, for employee health insurance; approve a four-year contract renewal with EyeMed for Department Head and Non-Union (DH/NU) vision insurance, changing plan year to calendar year, at an estimated cost of \$67,253.76; take action to continue to exempt the city from requirements of P.A. 152 for the 2026 medical benefits plan year, and authorize the City Manager to execute all documents related to the contract renewals on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Fire Station #3 Facility Improvements: Councilmember Burns explained that he removed the item from Consent simply to note that the city was not pursuing the lowest bid, but the most responsive bid. Motion by Burns, seconded by Young, to award a contract in the amount of \$401,499 to Miller-Davis Company, for Fire Station No. 3 facility improvements, approve a budget transfer of \$101,499 to reallocate appropriations from completed public safety projects with unspent appropriations, 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.

UNFINISHED BUSINESS:

Solicitor and Canvassers Ordinance Update: Motion by Urban, seconded by Ledbetter, to adopt the amended Chapter 14 Businesses, Article 4 Solicitor and Canvassers ordinance. Upon a roll call vote, motion carried 7 to 0.

Secondhand Dealers Ordinance Update: Motion by Urban, seconded by Burns, to adopt the amended Chapter 14 Businesses, Article 8 Secondhand Dealers ordinance. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Urban provided an update on the Gourdneck Lake Governmental Lake Board, noting the Board unanimously adopted to pursue another special assessment process.

Motion by Burns, seconded by Miller, to receive the Council Committee Reports as presented. Upon a voice vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Urban noted that the current meeting would be his last, at least for now. He stated it had been an honor and a privilege to serve the citizens of Portage on the City Council for the past 28 years, as well as the Park Board and Zoning Board, while working for the Upjohn Company. He congratulated the winners of the election and acknowledged the pleasure of working with his fellow Councilmembers.

Councilmember Leadbetter acknowledged the sentiments of Mr. Earl regarding Councilmember Urban, thanking him for his service and leadership on the City Council. Councilmember Ledbetter then thanked those who supported his re-election. He closed with a recognition of the upcoming Veterans Day holiday and the veterans breakfast event at the Portage Zhang Senior Center.

Councilmember Miller began by thanking everyone who participated in the Tricked-Out Homes contest. She then congratulated the Portage Central Boys Soccer team for winning the state championship and coach of the year. Councilmember Miller also thanked the City Clerk's Office staff for their efforts with the election. She closed by noting her first upcoming meeting of the Michigan Municipal League Board of Trustees.

Councilmember Young started with condolences to the Portage Northern High School community in response to several young people killed in a recent auto accident. She then honored Councilmember Urban for his wisdom and contributions to the community during his tenure on the City Council. Councilmember Young also acknowledged the ongoing "Stuff the Bus" food drive in support of the 12 Baskets food pantry, as well as the upcoming community service fair at the Zhang Portage Senior Center. She closed by thanking the Portage community for its support in her re-election, noting she does not take the role lightly and welcomed incoming Councilmember-elect Kathleen Olmsted.

Councilmember Burns began by noting his support for "No Shave November" with proceeds to benefit Maggie's Wigs for Kids. He then extended condolences to the Portage families of the young

people killed in the recent accident, as well as the family of former chief financial officer of Upjohn and Pharmacia and community leader, Bob Salisbury. Councilmember Burns moved on to congratulate the Portage Central Boys Soccer Team on their state championship. He then praised the City Clerk's Office and election workers for a smooth election, congratulating Mayor Randall, and Councilmembers Ledbetter and Young on their successful re-elections. Councilmember Burns also congratulated Councilmember-elect Olmsted on her election, commending the other candidates for supporting their community, and noting the success of the two millage proposals. He then expressed surprise that Councilmember Urban was a top candidate for the first time since 1997. Councilmember Burns proceeded to share a history of each year Councilmember Urban was elected to the City Council as it related to life in the City of Portage from Mr. Burns' perspective, coming of age in the city from 1997 to 2025, highlighting the 2016 Non-Discrimination Ordinance passage. Councilmember Burns closed by expressing respect and gratitude to Councilmember Urban.

City Manager McGinnis also highlighted his participation in the "No Shave November" fundraiser. He then thanked Councilmember Urban for his service and dedication. City Manager McGinnis closed by sharing his gratitude to the City Clerk's Office, election workers, city staff, and everyone involved to make the election a successful one.

Mayor Pro Tem Pearson complimented Councilmember Urban on his foresight and due diligence regarding city matters during his tenure, noting their joint service on the Kalamazoo County Transit Authority. The Mayor Pro Tem highlighted Councilmember Urban's prior term on the Zoning Board of Appeals, suggesting he consider the Planning Commission. Mayor Pro Tem Pearson closed by thanking Councilmember Urban for his countless hours spent on the city and his wisdom.

Mayor Randall began by noting the effect of Councilmember Urban's upcoming departure from the Council and congratulated Councilmember-elect Kathleen Olmsted. Mayor Randall then congratulated the Portage Central Boys Soccer Team for their state win. She also noted the recent election and the majority voting by absentee, thanking the community for re-electing both herself and Councilmembers Ledbetter and Young. Mayor Randall moved on to highlight several upcoming annual city events, including the Senior Center's holiday bazaar, as well as the Veterans Day breakfast at the Air Zoo. She closed with sentiments regarding the accomplishments of the meeting.

ADJOURNMENT: Mayor Randall adjourned the meeting at 7:12 PM.

Erica L. Eklov, City Clerk

SPECIAL MEETING MINUTES FROM NOVEMBER 8, 2025

Mayor Patricia Randall called the Special Meeting to order at 12:01 PM in City Council Chamber at Portage City Hall.

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

ABSENT: Councilmember Chris Burns had recused himself.

ALSO PRESENT: City Manager Pat McGinnis and City Attorney Catherine Kaufman.

NEW BUSINESS:

Enter into closed session under the Michigan Open Meetings Act per MCL 15.268(1)(H) for consideration of a written legal opinion within Attorney-Client Privilege: Motion by Urban, seconded by Ledbetter, to enter into closed session under the Michigan Open Meetings Act per MCL 15.268(1)(H) for consideration of a written legal opinion within Attorney-Client Privilege. Upon a roll call vote, motion carried 6 to 0.

The Council entered Closed Session at 12:03 PM.

The Council returned from Closed Session at 1:38 PM.

Motion by Urban, seconded by Miller, to come out of closed session and convene in open session. Upon a voice vote, motion carried unanimously.

STATEMENTS OF CITIZENS: None.

ADJOURNMENT: Mayor Randall adjourned the meeting at 1:40 PM.

Pat McGinnis, City Manager
(acting as recording secretary)

Saturday, November 8, 2025

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: November 4, 2025 City General Election Board of Canvassers Report

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Receive the November 4, 2025 City General Election Report from the Kalamazoo County Board of Canvassers as information only.

The Kalamazoo County Board of Canvassers began its canvass of the November 4, 2025, City General Election on November 6, 2025. The Board finished its canvass on Wednesday, November 12, 2025, and certified the results as official at that time. As such, it is recommended that the City Council receive the attached Statement of Votes and Certificate of Determination of the November 4, 2025, City General Election as information only.

FUNDING: N/A

Attachments: 1. Statement of Votes & Certificate of Determination

Kalamazoo County, Michigan
November 4, 2025
Statement of Votes & Certificate of Determination

Jurisdiction: Kalamazoo County **Number of Votes**

Mayor Kalamazoo City

N David Anderson	received	six thousand, four hundred and seventy three	6,473
N Chris Glasser	received	two thousand, seven hundred and six	2,706
N Robert E Gray	received	eight hundred and twenty nine	829
N Write-in	received	forty nine	49

Kalamazoo City Commissioner

N Kizzy N Bradford	received	eight hundred and twenty six	826
N Soloman J Carpenter	received	six hundred and twenty three	623
N Bernard Dervan III	received	seven hundred and ten	710
N Keshia Dickason	received	three thousand, eight hundred and twenty nine	3,829
N Drew Duncan	received	five thousand, eight hundred and twenty	5,820
N Thomas Durlach	received	one thousand, six hundred and ninety one	1,691
N Stephanie D Hoffman	received	four thousand, nine hundred and fourteen	4,914
N Sara L Schlack	received	one thousand, six hundred and thirty five	1,635
N Jacqueline Slaby	received	four thousand, five hundred and eighty eight	4,588
N Jessica Thompson	received	two thousand, eight hundred and sixteen	2,816
N Write-in	received	fifty five	55

Mayor Portage City

N Nasim Ansari	received	four thousand, nine hundred and ninety four	4,994
N Patricia M Randall	received	eight thousand and seventy one	8,071
N Write-in	received	twenty three	23

Kalamazoo County, Michigan
November 4, 2025
Statement of Votes & Certificate of Determination

Jurisdiction: Kalamazoo County Number of Votes

Portage City Council

N Victor Ledbetter	received	six thousand, seven hundred and seventy	6,770
N Mark McKeon	received	four thousand, nine hundred and eighty nine	4,989
N Jason Mikkelsen	received	three thousand, two hundred and fifty eight	3,258
N Kathleen Olmsted	received	five thousand, three hundred and twenty seven	5,327
N Terry R Urban	received	four thousand, four hundred and fifteen	4,415
N Jay Woodhams	received	three thousand, nine hundred and sixty three	3,963
N Jihan Ain Young	received	six thousand, two hundred and seventy six	6,276
N Write-in	received	forty five	45

Parchment City Commissioner

N Robert D Britigan III	received	two hundred and ninety eight	298
N Kristen Capelli	received	one hundred and eighty	180
N Michael E Conner	received	one hundred and ninety one	191
N Tammy Cooper	received	one hundred and seventy	170
N Genevieve Gibson	received	one hundred and fifty one	151
N Nina R Mihalek	received	eighty eight	88
N Elizabeth June Seeger	received	one hundred and thirty	130
N Write-in	received	seven	7

Central County Transportation Authority Millage Renewal

received	twenty one thousand, eight hundred and thirty five	21,835	Votes for Yes
received	ten thousand, four hundred and sixty one	10,461	Votes for No

Kalamazoo County, Michigan

November 4, 2025

Statement of Votes & Certificate of Determination

Jurisdiction: Kalamazoo County Number of Votes

Comstock Public Schools Bond Proposal

received	one thousand, two hundred and thirty seven	1,237	Votes for Yes
received	one thousand, three hundred and fifty six	1,356	Votes for No

Galesburg-Augusta Community School Bond Proposal

received	seven hundred and thirty one	731	Votes for Yes
received	eight hundred and thirty six	836	Votes for No

Parchment School District Bond Proposal

received	nine hundred and sixty two	962	Votes for Yes
received	one thousand and forty	1,040	Votes for No

Portage Public Schools Bond Proposal

received	nine thousand, one hundred and forty	9,140	Votes for Yes
received	five thousand, three hundred and ninety five	5,395	Votes for No

Richland Community Library Millage Proposal

received	one thousand and eighty eight	1,088	Votes for Yes
received	six hundred and eighty two	682	Votes for No

The Board of Canvassers of the County of Kalamazoo, State of Michigan, having ascertained and canvassed the votes of the election held on Tuesday, November 4, 2025, does hereby certify and determine that the

Mayor Kalamazoo City

N David Anderson

Kalamazoo City Commissioner

N Drew Duncan

Kalamazoo City Commissioner

Kalamazoo County, Michigan
November 4, 2025
Statement of Votes & Certificate of Determination

N Stephanie D Hoffman

Kalamazoo City Commissioner

N Jacqueline Slaby

Mayor Portage City

N Patricia M Randall

Portage City Council

N Victor Ledbetter

Portage City Council

N Kathleen Olmsted

Portage City Council

N Jihan Ain Young

Parchment City Commissioner

N Robert D Britigan III

Parchment City Commissioner

N Kristen Capelli

Parchment City Commissioner

N Michael E Conner

Parchment City Commissioner

N Tammy Cooper

Central County Transportation Authority Millage Renewal having received the majority of votes for Yes, is declared to have passed.

Comstock Public Schools Bond Proposal having received the majority of votes for No, is declared to have not passed.

Galesburg-Augusta Community School Bond Proposal having received the majority of votes for No, is declared to have not passed.

Parchment School District Bond Proposal having received the majority of votes for No, is declared to have not passed.

Kalamazoo County, Michigan

November 4, 2025

Statement of Votes & Certificate of Determination

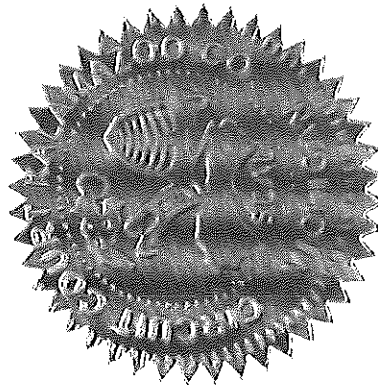
Portage Public Schools Bond Proposal having received the majority of votes for Yes, is declared to have passed.

Richland Community Library Millage Proposal having received the majority of votes for Yes, is declared to have passed.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kalamazoo, this 12 day of November 2025.

CERTIFY:

R. Vincent Lawler
Robert Fromm
James A. Lundgren
Wendy Flora



ATTEST:

Meredith Place
Clerk/Register of Deeds
11/12/2025
Date

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

I, Meredith Place, the duly qualified Clerk of Kalamazoo County, Michigan do hereby certify that the foregoing is a true and complete copy.
IN WITNESS WHEREFORE, I have hereunto affixed by signature this 12th day of November 2025.

Meredith Place
Kalamazoo County Clerk & Register of Deeds

RULES OF ORDER AND PROCEDURE
FOR THE CITY COUNCIL
PORTAGE, MICHIGAN

Section 1. Convening of Meeting; Quorum:

The Mayor, or in his/her absence or at his/her direction, the Mayor Pro Tem, shall, at the time fixed for meeting, take the chair for convening the Council. The presence of four (4) members of the meeting shall constitute a quorum for the transacting of business.

Section 2. Order of Business:

The Business of all regular meetings shall be transacted as far as possible in the following order:

- | | |
|---|--|
| CALL TO ORDER | D. Public Hearings |
| Moment of Silence | E. Regular Business Agenda |
| Pledge of Allegiance | F. Unfinished Business |
| Roll Call | G. Council Committee Reports |
| Proclamations | H. New Business |
| A. Petitions and Statements of Citizens | I. Statements of City Council & City Manager |
| B. Consent Agenda | ADJOURNMENT |
| C. Communications | |

Section 3. Reading of Minutes:

Unless a reading of the minutes of a meeting is requested by a member of the Council, such minutes may be approved or corrected without reading if the City Clerk has previously furnished each member with a true copy thereof.

Section 4. Agenda for Meeting:

Any Councilmember, Mayor or City Manager may prepare items for consideration on the agenda of Council meetings. The Clerk shall prepare copies of the agenda of the business to be

considered at each regular Council meeting. No business shall be placed on the agenda by the Clerk unless received not later than 12:00 o'clock noon on the Friday preceding the meeting, except upon the approval of four (4) or more members of the Council.

Section 5. Consent Agenda:

The Consent Agenda motions shall be provided to City Council. The Consent Agenda and related motions shall not be read into the record unless a motion to do so is passed by Council. Items may only be removed from the Consent Agenda by a member of City Council. If an item is removed from the Consent Agenda, the item automatically moves from the Consent Agenda to the end of the Regular Business Agenda section. Routine items on the Consent Agenda include, but are not limited to, City Council Meeting Minutes, Minutes of Boards and Commissions, Accounts Payable Register, Materials Transmitted and Calendar of Meetings.

Councilmembers shall make every effort to request removal of items from the Consent Agenda prior to 12 noon on the day of the meeting. This does not preclude members of Council from requesting removal of an item from the Consent Agenda during the meeting itself.

At the meeting, the Presiding Officer will inquire if any Councilmember wishes to remove an item from the Consent Agenda for individual consideration. Consent Agenda items will then be introduced by the following statement: *“The Consent Agenda is available for review by visiting the City of Portage website, where it is available in written format on the City Council ‘Agenda and Minutes’ web page - or - by visiting the Office of the City Clerk during regular business hours prior to the meeting.”* Following this inquiry, the Presiding Officer will then request a motion to approve the Consent Agenda for the Regular Meeting.

Section 6. Regular Meetings; Time-Place:

The Council shall meet regularly every other Tuesday at 6:00 o'clock p.m. in the Council Chambers of the Portage City Hall, 7900 S. Westnedge Ave., Portage, Michigan; however, the Council may cancel all but two Tuesday meetings in each month by giving notice of said cancellation as required by Act 267 of the Public Acts of 1976. When the day fixed for any regular meeting falls upon a national holiday, or the eve of a national holiday, or upon any regular or special election day, the Council may determine to hold such meeting at the same hour within a week

preceding or succeeding the regular day or cancel the meeting as provided above. Notice of the time and place of the changed meeting date or cancellation shall be given in accordance with Act 267 of Public Acts of 1976. Meetings may be held in other locations provided notice is given pursuant to Act 267 of Public Acts of 1976.

The Council shall hold an organizational meeting, which may be combined with, but in no event shall be later than its first regular meeting in November immediately following the regular City election. At such meeting, or within one week thereafter, Council shall elect from its membership a Mayor Pro-Tempore who shall serve for a period of two years and thereafter until a successor is appointed. Nominations for Mayor Pro Tem shall be entertained by the presiding officer and after all nominations desired are made, the nominations shall be closed by motion. Voting by the Council shall be by a signed ballot. The City Clerk shall announce and record in the record each Councilmember's vote. A majority of Councilmembers present shall be required to elect the Mayor Pro Tem. If the first vote does not result in a majority, voting shall continue until a majority is achieved.

Section 7. Meetings; Notice Required:

The City Clerk shall call a special meeting on the written request of the Mayor, or any three members of the Council. Notice required for the special meeting will be given in accordance with Section 5 of Act 267 of the Public Acts of 1976, and the business to be transacted at such meeting will be limited to that stated or given in the notice.

Section 8. Presiding Officer; Powers and Duties:

- (a) The Mayor shall be the presiding officer of the Council. He/she shall state every question coming before the Council, announce the decision of the Council on all matters, and decide all questions of order; provided, however, that upon an appeal to the Council, a majority vote of the Council shall conclusively determine such question of order. He/she shall vote on all questions. He/she shall, at the request of a Councilmember divide any question, if such question in his/her opinion is subject to division, and he/she shall submit it as divided.

- (b) The Mayor may refer any communication, question or petition to the City Manager of the City for action, reply or procedure to dispose of such matter.

Section 9. Statements of Citizens:

All citizens shall have an opportunity to be heard during the course of each meeting after standing and being recognized by the presiding officer, and stating their name, street address and city. No citizen shall speak for longer than three (3) minutes unless the rules are suspended in accordance with Section 12(a).

Section 10. Rules of Debate:

- (a) There shall be no debate or discussion of any issue prior to the proper introduction of said issue.
- (b) When an issue is under debate, all motions permitted by Robert's Rules of Order are acceptable. Examples of motions include:
 - 1. Motion to adjourn.
 - 2. Motion to take a recess.
 - 3. Motion to lay on the table.
 - 4. Motion for the previous question.
 - 5. Motion to postpone to a day certain.
 - 6. Motion to refer to a committee of the council.
 - 7. Motion to amend or substitute.
 - 8. Motion to postpone indefinitely.
 - 9. Motion to close debate.
- (c) A motion to adjourn and a motion to lay on the table shall always be in order and without debate.
- (d) After a motion is made to close debate, the presiding officer shall poll the Council on the question of closing the debate. If the yes's prevail, the presiding officer shall immediately poll the Council on the principal question, or questions, without further debate. As provided in Robert's Rules of Order, a two-thirds majority is required for this motion to be adopted.
- (e) All votes shall be taken by yes and no, and be entered upon the journal to show the names of

those voting in the affirmative and in the negative, except if the vote is unanimous, the record need merely so state.

- (f) When a question has once been decided, it shall be in order for any member who voted on the prevailing side of the question to move reconsideration thereof.

Section 11. Ordinances, Resolution, Motions, Contracts:

- (a) All ordinances, resolution and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney.
- (b) Ordinances, resolutions and other matters that are subjects requiring action by the Council, shall be introduced and sponsored by the Mayor or a member of the Council; otherwise, they shall not be considered.
- (c) Each proposed ordinance shall be introduced in written form. Reading of the title shall be sufficient for the introduction of an ordinance unless a member of the Council requests that the proposed ordinance be read in full. The Council may also request that the introducer give an explanation of the proposed ordinance. Upon the introduction of an ordinance, the Council may:
 - 1. Postpone the proposed ordinance for consideration at the next regular meeting of the Council or at a later regular Council meeting specified in the motion to postpone; or
 - 2. Refer the proposed ordinance to an ad hoc committee of three (3) Councilmembers named by the Mayor for study and recommendation to the Council. When such committee reports back to the Council, the ordinance may then be adopted or postponed as above. Any proposed ordinance may be amended by the Council at any time prior to its adoption by the vote of four (4) or more of its members.
 - 3. When an emergency ordinance is introduced for adoption at any meeting, it shall be read in full before the Council and may be passed at such meeting in accordance with the provisions of Section 5.3 (b) of the City Charter.

Section 12. Suspending; Amending Rules:

- (a) These rules may be suspended by a vote of five (5) members of the City Council present and

voting.

- (b) These rules may be amended by a vote of five (5) members of the City Council present and voting.

Section 13. Roll Call Votes:

All roll call votes are to rotate in staggered alphabetical order, such that no member of the City Council, including the presiding officer, votes in the same position for consecutive roll call votes.

Section 14. Attendance:

Councilmembers who will be absent shall, if possible, notify the City Clerk prior to meeting.

Section 15. Governing Rules of Order:

Roberts Rules of Order may apply to all other items not provided for in these rules, except where they may be inconsistent with said rules.

Section 16. Vacancies

If a vacancy occurs on the City Council, except in the case of recall, the Council shall fill the vacancy by appointment within 60 days thereafter. In making its appointment Council may consider appointing any eligible person.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of November 18, 2025, as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register, which includes automated clearing house payments, paper checks, auto-pay payments and electronic payments. The attached Accounts Payable Register covers the period October 26, 2025, through November 8, 2025, and notes \$2,062,282.60 in automated clearing house payments, \$1,299,301.74 in paper checks, \$155,155.79 in auto-pay payments and \$1,159,120.07 in electronic payments for a grand total of \$4,675,860.20.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of November 18, 2025

ACCOUNTS PAYABLE REGISTER
Check Dates From: 10/26/2025 to 11/08/2025

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Check Date	Check	Vendor Name	Description	Amount
Check Type: ACH Transaction				
10/29/2025	25286(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARRE	618.00
10/31/2025	25287(A)	CHARTER COMMUNICATIONS	CABLE TV	217.19
10/31/2025	25288(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,472.94
10/31/2025	25289(A)	CITY EMPLOYEE	WAGE GARNISHMENT RETURNED	478.25
10/31/2025	25290(A)	SAFE BUILT MICHIGAN, LLC	INSPECTIONS SERVICES	8,382.00
10/31/2025	25291(A)	AMERICAN VILLAGE BUILDERS, INC	STANWOOD CROSSINGS FIRST 12 HOMES	425,092.69
11/05/2025	25292(A)	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE	20,598.40
11/07/2025	25293(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES-MULT LOCS	48,309.70
11/07/2025	25294(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	4,801.28
11/07/2025	25295(A)	ALRO STEEL CORPORATION	REPAIR & MAINTENANCE SUPPLIES	44.50
11/07/2025	25296(A)	AMAZON.COM SALES, INC.	OFFICE SUPPLIES	187.50
11/07/2025	25297(A)	AMERICAN SAFETY & FIRST AID	SAFETY & FIRST AID SUPPLIES	401.53
11/07/2025	25298(A)	AMERICAN VILLAGE BUILDERS, INC	STANWOOD CROSSING DEVELOPMENT	747,564.40
11/07/2025	25299(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,950.00
11/07/2025	25300(A)	BAREITHER, CHAD	STRATEGIC PLANNING	4,250.00
11/07/2025	25301(A)	BARNUM, MITCHELL	PER DIEM-HAZMAT/WMD TECH FOR SURFACE TRANS	102.00
11/07/2025	25302(A)	BOUND TREE MEDICAL LLC	FIRE EMS SUPPLIES	623.76
11/07/2025	25303(A)	BYRNE-THAYER, CIARAN	PER DIEM-HAZMAT/WMD TECH FOR SURFACE TRANS	102.00
11/07/2025	25304(A)	C D W GOVERNMENT, INC.	POLICE RECORDS DEPT MONITORS	2,716.08
11/07/2025	25305(A)	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00
11/07/2025	25306(A)	CARLETON EQUIPMENT CO.	REPAIR & MAINTENANCE SUPPLIES	1,742.62
11/07/2025	25307(A)	CHARTER COMMUNICATIONS	CABLE TV	318.07
11/07/2025	25308(A)	CLEAN EARTH ENVIRONMENTAL SERV	SEPTIC TANK SERVICE - W LAKE NATURE PRESV	686.00
11/07/2025	25309(A)	CODY, STEVEN B	CDBG - REPLACE WATER HEATER, REMODEL BATHRM	16,550.00
11/07/2025	25310(A)	COX, ELISA ROSE	PZSC FITNESS INSTRUCTOR	555.00
11/07/2025	25311(A)	CROWN TROPHY	NAME PLATES TAGS UNIFORM ONLY	179.00
11/07/2025	25312(A)	DATA CONSTRUCTS LLC	DNS FAILOVER SERVICES	80.50
11/07/2025	25313(A)	DEPATIE FLUID POWER COMPANY	REPAIR & MAINTENANCE SUPPLIES	141.21
11/07/2025	25314(A)	DETROIT SALT CO.	EARLY SALT DELIVERY	53,086.26
11/07/2025	25315(A)	DOGTEAMPRO	K-9 TEAM TRACKER SERVICE SUBSCRIPTION	1,199.00
11/07/2025	25316(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHIR YOGA, BARRE	528.00
11/07/2025	25317(A)	ENVIRONMENTAL SYSTEMS RESEARCH	GIS SOFTWARE SUBSCRIPTION	21,471.00

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Check Dates From: 10/26/2025 to 11/08/2025

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Check Date	Check	Vendor Name	Description	Amount
11/07/2025	25318(A)	ESCAPE VELOCITY HOLDINGS INC	PALO ALTO RENEWAL	54,470.12
11/07/2025	25319(A)	ETEA LLC	PZSC TRIP VENDOR PAYMENT 25.08.25	24,538.60
11/07/2025	25320(A)	ETNA SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES	33.60
11/07/2025	25321(A)	FELDT, ERIC	REIMB EXPS-MIAPA CONFERENCE	60.14
11/07/2025	25322(A)	GARLOW, BARBARA	REIMB REFRESHMENTS-SW ENFORCEMENT MEETING	41.03
11/07/2025	25323(A)	GENUINE PARTS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	1,958.41
11/07/2025	25324(A)	GLOBAL EQUIPMENT CO., INC.	MISC BUILDING SUPPLIES	488.24
11/07/2025	25325(A)	GRAINGER INC	PARKING LOT LIGHTS, MISC SUPPLIES	1,521.89
11/07/2025	25326(A)	GREATER KALAMAZOO UNITED WAY	UNITED WAY DEDUCTIONS FOR OCTOBER 2025	121.56
11/07/2025	25327(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	80.00
11/07/2025	25328(A)	HOFFMAN BROTHERS, INC.	S WESTNEDGE AVE RELIEF STORM SEWER INSTALL	141,311.08
11/07/2025	25329(A)	INTEGRAL PARTNERS LLC	ENGINEERING SERVICES-HAMPTON CREEK BOG	2,181.02
11/07/2025	25330(A)	J & H OIL COMPANY	BULK FUEL DELIVERY	21,002.07
11/07/2025	25331(A)	JB PRINTING	OCTOBER PORTAGER PRINTING	3,497.13
11/07/2025	25332(A)	JOHNSON, ALEXIS	REIMB EXPS-MIAPA CONFERENCE	39.00
11/07/2025	25333(A)	JOHNSON, ANITA	REIMB EXPS-CLT CONFERENCE	70.92
11/07/2025	25334(A)	K & K SYSTEMS, INC.	SOLAR POWERED PORTABLE MESSAGE SIGNS	54,133.36
11/07/2025	25335(A)	KAHN, WILMA	PZSC INSTRUCTOR REMINISCENCE WRITING	377.00
11/07/2025	25336(A)	KALAMAZOO LANDSCAPE SUPPLIES	LAWN RESTORE - MAJORS AND LOCALS	292.50
11/07/2025	25337(A)	KALAMAZOO PICKLEBALL	PZSC KALAMAZOO PICKLEBALL	385.00
11/07/2025	25338(A)	KEHOE, EDWARD J	PZSC TAI CHI & QIGONG INSTRUCTOR	300.00
11/07/2025	25339(A)	KENDALL ELECTRIC, INC.	ELECTRICAL SUPPLIES	47.73
11/07/2025	25340(A)	KURZAVA, MATTHEW STEPHEN	PZSC TAI CHI INSTRUCTOR	770.00
11/07/2025	25341(A)	KUSHNER & COMPANY, INC.	COBRA AND FSA ADMINISTRATION	257.84
11/07/2025	25342(A)	LAWSON PRODUCTS, INC	REPAIR & MAINTENANCE SUPPLIES	233.40
11/07/2025	25343(A)	MACQUEEN EQUIPMENT, LLC	TEAM EQUIP RESCUE BATTERY SAW	4,375.00
11/07/2025	25344(A)	MCGINNIS, PATRICK	PER DIEM/REIMB EXPS-2025 MML CONVENTION	266.50
11/07/2025	25345(A)	MCLAUGHLIN, GARRETT	PZSC AGILE ADVANTAGE FITNESS INSTRUCTOR	320.00
11/07/2025	25346(A)	MEJEUR ELECTRIC LLC	LIGHT POLE INSTALLATION @ CELERY FLATS	980.00
11/07/2025	25347(A)	MICHIGAN OFFICE EQUIPMENT INC	DETECTIVE OFFICE FURNITURE	31,882.19
11/07/2025	25348(A)	MICHIGAN PAVING & MATERIALS CO.	LOCAL STREETS RECONSTRUCTION	43,137.60
11/07/2025	25349(A)	MULDER GLASS & GLAZING, INC.	SECURITY PANEL INSTALLATIONS-MULT LOCS	13,607.50
11/07/2025	25350(A)	MUNICIPAL EMERGENCY SERVICES INC	FIRE SCBA	300.00

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Check Date	Check	Vendor Name	Description	Amount
11/07/2025	25351(A)	NOTT, SARAH	PZSC INSTRUCTOR NEEDLE FELTING	125.00
11/07/2025	25352(A)	OFF THE CUFF CATERING	PZSC VOLUNTEER APPRECIATION BREAKFAST	595.00
11/07/2025	25353(A)	ONE WAY PRODUCTS	CITY PARKS JANITORIAL SUPPLIES	3,632.87
11/07/2025	25354(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	4,356.04
11/07/2025	25355(A)	PARIS CLEANERS	LAUNDRY SERVICES	71.34
11/07/2025	25356(A)	PLASKO, PATRICIA MARIE	PZSC FITNESS INSTRUCTOR BE MOVED, YOGA	790.00
11/07/2025	25357(A)	PORTAGE COMMUNITY OUTREACH CENTER	FY 25-26 HUMAN SERVICES BOARD	15,750.00
11/07/2025	25358(A)	PORTAGE FIREFIGHTERS	IAFF UNION DUES FOR OCTOBER 2025	3,150.00
11/07/2025	25359(A)	PORTAGE POLICE COMMAND OFFICERS	PPCOA UNION DUES FOR OCTOBER 2025	97.50
11/07/2025	25360(A)	PORTAGE POLICE OFFICERS ASSOC	PPOA UNION DUES FOR OCTOBER 2025	1,113.00
11/07/2025	25361(A)	POULIOT, GRETCHEN I	PZSC FITNESS INSTRUCTOR ZUMBA	700.00
11/07/2025	25362(A)	POWERDMS, INC.	POWER-READY SUBSCRIPTION	3,354.75
11/07/2025	25363(A)	PRINTING SERVICES INC	PRINTING SERVICES	1,950.00
11/07/2025	25364(A)	QUADRANT II MARKETING, LLC	PZSC NOV/DEC NEWSLETTER MARKETING	3,022.00
11/07/2025	25365(A)	REED, BRENT LESLIE	RETENTION BASIN MAINTENANCE	1,380.00
11/07/2025	25366(A)	ROAD EQUIPMENT PARTS CENTER	PARTS & MAINTENANCE SUPPLIES	623.14
11/07/2025	25367(A)	ROSE, SANDRA K.	PZSC FITNESS CARDIO DRUMMING INSTRUCTOR	300.00
11/07/2025	25368(A)	SAFETY COMPANY, LLC	NREEL N855/CA350 LI CAMERA	5,999.58
11/07/2025	25369(A)	SCHULTZ, KYLIE	PZSC FITNESS BARRE INSTRUCTOR	120.00
11/07/2025	25370(A)	SEVERANCE ELECTRIC COMPANY, INC	PEDESTRIAN SIGNAL REPAIRS-MULT LOCS	3,640.48
11/07/2025	25371(A)	SMART SOURCE, LLC	PRINTING SERVICES	268.81
11/07/2025	25372(A)	STOUT, MELISSA	PZSC FITNESS INSTRUCTOR CHAIR YOGA & BARRE	900.00
11/07/2025	25373(A)	SUNBELT RENTALS, INC.	MOMASH-GENERATOR & LIGHT TOWER RENTAL	1,429.60
11/07/2025	25374(A)	TERMINAL SUPPLY CO.	SAFETY LIGHTS	643.40
11/07/2025	25375(A)	TMK WORLDWIDE, LLC	METER SERVICE	60.21
11/07/2025	25376(A)	TRUCK & TRAILER SPECIALTIES	REPAIR & MAINTENANCE SUPPLIES	1,035.04
11/07/2025	25377(A)	UNDERWOOD, TAMARA ANJANETTE	PZSC FITNESS INSTRUCTOR DRUM ALIVE	250.00
11/07/2025	25378(A)	UNIFIRST CORPORATION	HALLWAY CARPET RENTAL	194.72
11/07/2025	25379(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UAW UNION DUES FOR OCTOBER 2025	1,391.06
11/07/2025	25380(A)	VANGUARD FIRE & SUPPLY LLC	PZSC EQUIPMENT HOOD CLEANING	500.00
11/07/2025	25381(A)	VEOLIA WATER CONTRACT OPERATIONS	WATER SYS CHEMS, LIFT STATION MAINT	129,716.00
11/07/2025	25382(A)	WEST SHORE SERVICES, INC	WARNING SIREN MAINT, ANTENNA REPLACEMENTS	11,756.25
11/07/2025	25383(A)	WIGHTMAN	ENGINEERING SERVICES-MULT LOCS	89,598.50

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Check Date	Check	Vendor Name	Description	Amount
11/07/2025	25384(A)	YOUNGS, KENNETH M	K-9 KENNELING SERVICES	200.00
11/07/2025	25385(A)	ZHAO, BIQI	REIMB EXPS-MIAPA CONFERENCE	39.00
Total ACH				2,062,282.60

Check Type: Paper

10/29/2025	332147	CONSUMERS ENERGY	FARMERS MARKET ELECTRICAL INSTALLATION	11,772.00
10/31/2025	332148	BOYER, GAVYN & REBECCA	2025 SUMMER TAX REFUND DUE TO PARTIAL VE	617.23
10/31/2025	332149	COMERICA BANK	LAND PURCHASE FOR FARMERS MARKET	1.00
10/31/2025	332150	CORELOGIC	2025 SUMMER TAX REFUND FOR PRE CHNG & VET EX	8,136.97
10/31/2025	332151	CROSSROADS MALL REALTY HOLDING LLC	2025 SUMMER TAX REFUND FOR PRE CHNG & VET EX	9,351.42
10/31/2025	332152	LERETA LLC	2025 SUMMER TAX REFUND DUE TO MTT	147,207.50
10/31/2025	332153	METRO CONSULTING ASSOCIATES, LLC	PORTAGE ROAD SIDEWALK IMPROVEMENTS	7,765.00
10/31/2025	332154	T-MOBILE USA INC	MISC CELL PHONE CHARGES	3,362.23
10/31/2025	332155	TC SCOTT CONSTRUCTION	FAÇADE IMPROVEMENTS - 8204 PORTAGE RD	27,500.00
11/03/2025	332156	PETTY CASH-RON CLARK	REPLENISHMENT CHECK	445.82
11/07/2025	332157	A BETTER WAY TREE CARE LLC	CITY WIDE TREE REMOVAL & TRIMMING	30,000.00
11/07/2025	332158	AIR ZOO	PZSC RENTAL SECURITY DEP REFUND 10.9.25	150.00
11/07/2025	332159	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	703.00
11/07/2025	332160	ALTA EQUIPMENT CO.	SERVICE CALL - BACKUP CAMERA/FUEL CAP	1,182.59
11/07/2025	332161	ALTA EQUIPMENT CO.	REPAIR & MAINTENANCE SUPPLIES	2,244.94
11/07/2025	332162	APPLIED CONCEPTS	STALKER LASER REPAIR	302.50
11/07/2025	332163	CALIBER HOLDINGS LLC	CHROME MOLDING REPLACEMENT	1,036.05
11/07/2025	332164	CAMPBELL, BOB	PZSC TRIPS 10.22.25 & 12.09.25 REFUND	150.00
11/07/2025	332165	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	504,600.00
11/07/2025	332166	CLASSIC GLASS, INC.	WINDSHIELD REPLACEMENT	998.15
11/07/2025	332167	CMPASS	CMPASS MEMBERSHIP	100.00
11/07/2025	332168	COLLINS, JACK	INTERMEDIATE PICKLEBALL REFUND	25.00
11/07/2025	332169	CUMMINS INC.	GENERATOR FOR WESTFIELD WELL SITE & LIFT ST	53,861.18
11/07/2025	332170	CUNNINGHAM, DANIEL R	PZSC COOKING INSTRUCTOR FALL SOUPS	225.00
11/07/2025	332171	D.L. GALLIVAN OFFICE SOLUTIONS, LLC	COPY MACHINE USAGE CHARGES	128.93
11/07/2025	332172	DAME, PETER	PER DIEM/REIMB EXPS-2025 MML CONVENTION	138.00
11/07/2025	332173	DANCA, JANEAN K	TRAD HOLIDAY CHRISTMAS TREES	1,050.00
11/07/2025	332174	DEVON TITLE AGENCY	OVER PMT FINAL UTILITY BILL REFUND	339.80

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Check Date	Check	Vendor Name	Description	Amount
11/07/2025	332175	DRISENGA & ASSOCIATES INC	FARMERS MARKET SOIL BORINGS	6,300.00
11/07/2025	332176	DTN, LLC	WEATHER SERVICES	1,218.68
11/07/2025	332177	EDWARDS INDUSTRIAL SALES, INC.	SHOP SUPPLIES	100.88
11/07/2025	332178	ELLIS, STEVEN RICHARD	PZSC PRESENTER 10 DAYS IN SCOTLAND	100.00
11/07/2025	332179	EMERGENCY VEHICLE PRODUCTS	VEHICLE CHANGEOVER, STRIPING	47,174.96
11/07/2025	332180	ENVIRONMENTAL RESOURCES GROUP, LLC	STORM WATER MONITORING PROG	4,030.09
11/07/2025	332181	EVENT PRODUCTION SERVICES OF MI LLC	MOMASH MOVIE SCREEN & PROJECTION	675.00
11/07/2025	332182	FADER EQUIPMENT, INC.	MAGNETIC DRILL	1,866.14
11/07/2025	332183	FIELDS, ANTHONY J	PZSC ENTERTAINMENT CONCERT 11.20.25	800.00
11/07/2025	332184	FLEIS & VANDENBRINK ENGINEERING	SEAWALL INSPECTION - WEST LAKE OVERLOOK	545.00
11/07/2025	332185	FLETCHER ENTERPRISES	DPW PAINTING	2,480.00
11/07/2025	332186	FORMULA K EQUIPMENT LLC	REPAIR & MAINTENANCE SUPPLIES	190.92
11/07/2025	332187	FREIGHTLINER OF GRAND RAPIDS, INC.	REPAIR & MAINTENANCE SUPPLIES	25.44
11/07/2025	332188	GALLS PARENT HOLDINGS, LLC	RANGER UNIFORMS	71.99
11/07/2025	332189	GAUTHIER, PEGGY & WILLIAM	PZSC TRIP DEPARTMENT REFUND 10.13.25	3,000.00
11/07/2025	332190	GORDON FOOD SERVICE	EVENTS ICE & BEVERAGES	53.92
11/07/2025	332191	GREATER KALAMAZOO FOP LODGE 98	FOP PORTION OF PPOA UNION DUES FOR OCT 2025	5,437.08
11/07/2025	332192	H & H PROPERTY MAINTENANCE, LLC	8523 EDGEWATER - STRUCTURE REMOVAL	4,500.00
11/07/2025	332193	H & K EXCAVATING	CITY HALL LANDSCAPE/PARKING LOT IMPROVEMENTS	135,818.24
11/07/2025	332194	HALL, WILLIAM G	FENCING INSTALLATION @ CELERY FLATS	20,615.75
11/07/2025	332195	HELMBOLDT, ANGELA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
11/07/2025	332196	HOME DEPOT CREDIT SERVICES	REPAIR & MAINTENANCE SUPPLIES	4,297.12
11/07/2025	332197	VOID		0.00
11/07/2025	332198	VOID		0.00
11/07/2025	332199	HORN, JESSICA	HAYLOFT THEATRE DEPOSIT REFUND	150.00
11/07/2025	332200	ID NETWORKS, INC.	FINGERPRINT MACHINE ANNUAL MAINTENANCE	2,950.00
11/07/2025	332201	J & J LOCKSMITHS	LOCKS & KEYS FOR LEAF PICKUP	50.00
11/07/2025	332202	JK OF MICHIGAN, LLC	BLOCK STATION MAINTENANCE	46,785.24
11/07/2025	332203	JOHNS, MELISSA	SCHRIER BLD DEPOSIT REFUND	150.00
11/07/2025	332204	KIMCO USA, INC.	SALT CONVEYOR REPAIR PARTS	682.12
11/07/2025	332205	KNURR, JOYCE	PZSC TRIP DEPARTMENT REFUND 10.22.25	50.00
11/07/2025	332206	KZOO TIRE COMPANY	VEHICLE REPAIR & MAINTENANCE	1,039.67
11/07/2025	332207	LEDBETTER, VICTOR	PER DIEM/REIMB EXPS-2025 MML CONVENTION	273.50

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Check Date	Check	Vendor Name	Description	Amount
11/07/2025	332208	MALSOM, ANDREA JEAN	PZSC PARKINSONS EXERCISE GROUP	450.00
11/07/2025	332209	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	145.50
11/07/2025	332210	MENARDS	PARKS HQ - KITCHEN COUNTER UPDATE	775.66
11/07/2025	332211	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	3,641.05
11/07/2025	332212	MILLER, NICOLE	PER DIEM/REIMB EXPS-2025 MML CONVENTION	218.50
11/07/2025	332213	MULLEN, ZACH	GRAIN ELEVATOR & SM DEPOSITS REFUND	300.00
11/07/2025	332214	MUTCH, GRETCHEN	PZSC PROGRAM REFUND BE MOVED	35.00
11/07/2025	332215	OFFICE DEPOT, INC.	OFFICE SUPPLIES	479.81
11/07/2025	332216	ON DUTY GEAR, LLC	BALLISTIC VESTS & CARRIERS, MISC SUP	30.00
11/07/2025	332217	OVERHEAD DOOR CO. OF KALAMAZOO	FIRE FACILITY MAINT	1,119.00
11/07/2025	332218	PACE SYSTEMS, INC.	RENEWAL - PACE SCHEDULE SOFTWARE	6,350.00
11/07/2025	332219	PARKER-MURRAY, BRIANNA	PZSC RENTAL SECURITY DEP REF 11.2.25	250.00
11/07/2025	332220	PAW PAW VETERINARY CLINIC, P.C.	K9 MISC VET EXPENSES	1,128.80
11/07/2025	332221	PC VOLLEYBALL BOOSTERS	PZSC RENTAL SECURITY DEPOSIT REFUND	250.00
11/07/2025	332222	PETTY CASH-KIM STEWART	REPLENISHMENT CHECK	54.90
11/07/2025	332223	PLUMMER'S ENVIRONMENTAL SERVICES	LOCAL STREETS STORM SEWER CLEANING	4,981.03
11/07/2025	332224	PORTAGE PUBLIC SCHOOLS (TRANS)	FIELD TRIP - FISH CAMP	316.48
11/07/2025	332225	RATH, JOHN R.	GLASSBLOWING SESSIONS	2,560.00
11/07/2025	332226	RIVERSIDE INTEGRATED SYSTEMS, INC.	MONITOR FIRE ALARM	540.00
11/07/2025	332227	SALTYSHIFT4 DBA REDLINE GEAR CLEAN	FIRE PPE CLEANING	15,200.00
11/07/2025	332228	SAMSARA INC.	ADDITIONAL GPS EQUIPMENT	4,796.57
11/07/2025	332229	SANTEK, JUDITH	PZSC PROGRAM REFUND PAYMENT	35.00
11/07/2025	332230	SCHIERBEEK, JACOB W	LAKEVIEW PARK - HORIZONTAL BORING	3,300.00
11/07/2025	332231	SITEONE LANDSCAPE SUPPLY LLC	SILT FENCE SUPPLIES	311.61
11/07/2025	332232	STATE SYSTEMS RADIO, INC	HANDHELD RADIOS	747.60
11/07/2025	332233	STEENSMA LAWN & POWER EQUIPMENT	WESTERN PRO PLUS PICKUP PLOWS	27,494.79
11/07/2025	332234	STEK, STANLEY J.	AUSTIN LAKE TRAIL LEGAL SERVICES	102,865.00
11/07/2025	332235	THE CCIM INSTITUTE	CCIM MEMBERSHIP FEE	695.00
11/07/2025	332236	THE LAKES AT PORTAGE SENIOR LIVING	PZSC RENTAL SECURITY DEPOSIT REFUND	250.00
11/07/2025	332237	TRIPLE B FAB LLC	DPW GATE REPAIRS	4,836.00
11/07/2025	332238	TUCKER, MICHAEL T TRUST	BD BOND REFUND	466.80
11/07/2025	332239	US HYD LLC	TINK CYLINDER REBUILDS	886.75
11/07/2025	332240	USPS	PZSC NOV/DEC NEWSLETTER MAILING POSTAGE	1,266.03

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Check Date	Check	Vendor Name	Description	Amount
11/07/2025	332241	VANBELKUM COMPANIES, LLC.	PARKS CABLE DROP FOR ADMIN DESK	1,269.30
11/07/2025	332242	WASHCO, LLC	POWER WASH TENNIS & PICKLEBALL COURTS	1,250.00
11/07/2025	332243	WHITE, JULIE	PZSC RENTAL SECURITY DEP REFUND 10.26.25	250.00
11/07/2025	332244	WILSON, REBECCA	GLASSBLOWING WORKSHOP REFUNDS	60.00
11/07/2025	332245	WMU HOMER STRYKER MD SCHOOL OF MED	CPR CERTIFICATION CARDS	162.00
11/07/2025	332246	WOLZ, MARI-CLARE	SCHRIER BLD DEPOSIT REFUND	150.00
11/07/2025	332247	WRAPS N SIGNS	VEHICLE GRAPHICS INSTALLATION/REPAIRS	250.00
11/07/2025	332248	YOUNG, JIHAN AIN	PER DIEM/REIMB EXPS-2025 MML CONVENTION	218.50
11/07/2025	332249	ZERO WASTE USA, INC.	DOG WASTE BAGS FOR CITY PARKS	2,731.39
11/07/2025	332250	ZOLMAN TIRE INC.	SERVICE CALLS-TIRE REPAIRS/REPLACEMENT	1,207.62
Total Paper Checks				1,299,301.74

Check Type: Auto-Pay Payments

10/27/2025	FINTECHEF	PZSC PROGRAM SUPPLIES	45.57
10/27/2025	CITY OF PORTAGE	WATER/SEWER BILLING	5,595.17
10/29/2025	CONSUMERS ENERGY	GAS-ELECTRIC	117.18
10/31/2025	MISSIONSQUARE	EMPLOYER RETIREMENT CONTRIBUTIONS	48,502.66
11/03/2025	CARD CONNECT	PROCESSING FEES	2,364.93
11/03/2025	BLUE CROSS/BLUE SHIELD	HEALTH INSURANCE	889.20
11/03/2025	FINTECHEF	PZSC PROGRAM SUPPLIES	194.16
11/03/2025	CONSUMERS ENERGY	GAS-ELECTRIC	17,212.45
11/03/2025	CITY OF PORTAGE	WATER/SEWER BILLING	1,271.46
11/04/2025	CONSUMERS ENERGY	GAS-ELECTRIC	374.88
11/05/2025	CONSUMERS ENERGY	GAS-ELECTRIC	1,226.95
11/06/2025	CONSUMERS ENERGY	GAS-ELECTRIC	53,398.18
11/07/2025	CONSUMERS ENERGY	GAS-ELECTRIC	22,869.80
11/07/2025	INVOICE CLOUD	PROCESSING FEES	1,093.20
Total Auto-Pay Payments			155,155.79

Check Type: Electronic Payments

10/27/2025	MULTIPLE	WEEKLY TAX DISBURSEMENT 10/17/25	74,330.39
10/29/2025	ASU GROUP	WORKERS COMP FUNDING	618.00
10/31/2025	MULTIPLE	WEEKLY TAX DISBURSEMENT 10/31/25	64,638.34

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Check Date	Check	Vendor Name	Description	Amount
10/31/2025		SBF	POSTAGE - WATER/SEWER BILLS	1,330.29
11/04/2025		ARGENT	DEBT SERVICE FEES	500.00
11/07/2025		ASU GROUP	WORKERS COMP FUNDING	17,703.05
11/06/2025		HILLTOP SECURITIES	INVESTMENT PURCHASE	1,000,000.00
			Total Electronic Payments	1,159,120.07
			Grand Total	4,675,860.20

CITY OF PORTAGE

CITY COUNCIL CODE OF ETHICS AND VALUES POLICY

1. **Purpose.** The Code of Ethics and Values Policy ("Policy") of the Portage City Council is intended to establish standards of integrity, fair dealing, responsibility, accountability and disinterested conduct which are an essential part of a fiduciary duty owed to the public by its elected officials. The Policy is intended to encourage all councilmembers to place the public interest above self-interest and maintain independence and partiality and fairness in their judgment, decisions, and conduct. It is the policy of the City of Portage City Council to uphold, promote and demand the highest standards of ethics from all councilmembers. All members of the City Council share a commitment to ethical conduct in the service to their community. This Policy has been established to provide guidance for councilmembers so that the performance of their duties will be carried out in an ethical manner. In furtherance of this goal, the following general principles will apply:

- A. Councilmembers shall comply with the laws of the United States of America, the State of Michigan and City of Portage in the performance of their public duties.
- B. Councilmembers shall work for the common good of Portage residents and not be motivated by their own personal or financial interests.
- C. Councilmembers will endeavor to treat all members of the public and issues before them in a fair and equitable manner.
- D. Councilmembers shall be committed to the concepts of effective and democratic local government.
- E. Councilmembers shall encourage communication between residents, City Council and City Administration and endeavor to keep the community informed on municipal matters, not otherwise made confidential.
- F. Councilmembers shall safeguard public confidence by being honest, fair and respectful of all persons with whom they have official contact and will follow the rules and laws that govern the deliberation of public policy issues and meaningful involvement of the public.
- G. Councilmembers have an obligation to attend Council meetings and other meetings necessary for the performance of their official duties. Councilmembers should be prepared for meetings they attend, review materials, listen to the public discussions before them, keep comments and questions relevant to the business at hand, participate in discussions and make informed decisions based on the merits of each question.

2. **Definitions.**

- A. **Councilmember** means an elected member of the City Council.

- B. **Confidential information** means information, written or non-written, that has been obtained by a councilmember in the course of acting as such, that is not available to members of the public pursuant to the Michigan Freedom of Information Act, being MCL 15.231 *et. seq.*, or pursuant to other law, regulation, policy or procedure recognized by law, and that the councilmember is unauthorized to disclose:
- C. **Immediate family** means:
1. A councilmember's spouse or domestic partner, or
 2. A councilmember's relative by lineal descent, parent, brother, sister or a person who resides in the councilmember's household; or
 3. An individual claimed by a councilmember or a councilmembers spouse as a dependent under the United States Internal Revenue Code, being 26 USC 1 *et. seq.*
- D. **Ownership Interest** means financial or pecuniary interest that a councilmember has in the affairs of 1) any business entity in which the councilmember or a member of his or her immediate family is an officer, director, member, or employee; 2) any business entity in which the councilmember or a member of his or her immediate family controls, or directly or indirectly owns, in excess of 5% of the total stock; or 3) any person or business entity with whom the councilmember has a contract.
- E. **Personal Gain or Benefit** means any benefit which is accepted or received by a councilmember or the councilmember's immediate family, or is perceived by a reasonable person to be accepted or received by a councilmember or the councilmember's immediate family, as remuneration for the purpose of improperly influencing an official action in a specific manner or for refraining from the performance of an official action in a specific manner, or as inducement for the councilmember to act in favor of some interest other than in the public interest.
- F. **Residence** means that location the councilmember habitually sleeps, keeps their personal effects, has a regular place of lodging and matches the address listed in Michigan Qualified Voter files as used on the councilmember's affidavit of identity.

3. **Conflict of Interest – Standards of Conduct.**

- A. A councilmember shall not divulge to an unauthorized person confidential information acquired by the councilmember in the course of his or her duties as a councilmember in advance of the time prescribed for its authorized release to the public, if it is to be released to the public.
- B. Councilmembers shall represent the official policies and positions of the City Council to the best of their ability when designated as delegates or City representatives for this purpose. When presenting their individual

opinions and positions, a councilmember may not represent, nor allow the inference of, his or her personal opinion or position as that of the City Council or the City of Portage.

- C. A councilmember shall not appear or advocate on behalf of the private interest of third parties, including the councilmember's immediate family members, before the City Council or any City board, committee or commission or other proceeding of the City.
- D. A councilmember shall not solicit or accept a gift or loan of money, goods, services or other things of value for the benefit of a person or organization other than the City which tends to influence the manner in which the councilmember or another public officer or employee of the City performs official duties.
- E. Except as permitted by state law, a councilmember shall not engage in a business transaction in which the councilmember may derive a personal profit or gain, directly or indirectly, from his or her official position or authority or benefit financially from confidential information which the councilmember has obtained or may obtain by reason of that position or authority.
- F. Except as permitted by state law, a councilmember shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the councilmember's official duties or when that employment may tend to impair his or her independence or judgment or action in the performance of official duties.
- G. Except as provided by state law, a councilmember shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates or other regulation or supervision relating to a business entity in which the councilmember has a personal or ownership interest.
- H. Except as permitted by state law, a councilmember shall not vote or participate in any other question on which the councilmember has a substantial direct or indirect financial, personal or ownership interest other than an interest similar to that of other citizens affected.
- I. Councilmembers shall reside in the City of Portage throughout their elected term. Should their declared residence change during their term in office, they shall notify the city manager and city clerk no later than 30 days following the change in address.

4. **Disclosure.** Whenever the performance of official duties shall require a councilmember to deliberate and vote on any matter involving the councilmember's financial or personal interest, the councilmember shall publicly disclose the nature and extent of the interest and is disqualified from participating in the deliberations and voting on the matter. The

disclosure shall be made public at a meeting of the City Council before the matter is voted upon or in any other manner required by law.

5. **Gifts.** Councilmembers and their immediate family members shall not directly or indirectly solicit or accept a gift or loan of money, goods, services or other things of value which tend to influence the manner in which the councilmember or other public officer or employee of the City performs his or her official duties. Councilmembers are not prohibited from receiving money, goods, services or other items of value if not given to influence the councilmember in the performance of his or her official duties. The following list includes, but are not limited to, examples not prohibited:

- A. The solicitation and acceptance of campaign contributions in accordance with state law.
- B. Admission or registration fees, travel expenses, entertainment, meals or refreshments that are furnished to a councilmember by the sponsor of an event which is related to official local government business in connection with the event to which one or more members of the public are invited or are furnished to the councilmember in connection with a speaking engagement, teaching or the provision of assistance to an organization or another governmental entity as long as the City does not compensate the councilmember for the same items.
- C. An award publicly presented to a councilmember by an individual or a non-governmental entity or organization in recognition of the councilmember's public service, acts of heroism, crime solving or other similar recognition.
- D. Any gift or loan of money, goods, services or other things of value paid for by the federal, state, local government or other public agency authorized by law.

6. **Use of City Property.** No councilmember shall request, use, or permit the use of any city owned or supported property, vehicle, equipment, material, labor, or service for the personal convenience or the private advantage or personal gain of the councilmember or any other person which is not available to the public at-large.

7. **Nepotism.** A councilmember shall not influence or cause, directly or indirectly, the employment or any favorable employment action of an immediate family member, or participate in any employment decision about such family member.

8. **Political Activity.** Councilmembers shall not use any city owned property, vehicle, equipment, material, labor or services for the councilmember's own political benefit or for the political benefit of any other person seeking elective office, which is not available to the public at large on an equal basis. No political activity of the councilmember shall interfere with the performance of the usual duties of any city officer or employee.

9. **Compliance.**

- A. This Policy is intended to encourage and promote the highest standards of ethical conduct and behavior by members of the Portage City Council

and is not intended to be a code of conduct enforceable by punitive measures. Violations of this Policy are not intended to subject councilmembers to reprimand or censure by the City Council. A violation of this Policy shall not be considered a basis for challenging the validity of a councilmember's decision or position as a councilmember.

- B. It is not the intent of this Code to in any way limit the right or ability of any councilmember to exercise his or her discretion in making legitimate policy decisions which are within their discretion so long as such action does not provide a special benefit to that person, relieve the councilmember of a particular duty, or treat that person differently than other similarly situated city residents.

10. **Delivery of Policy to Councilmembers.** The City Clerk shall deliver a copy of this Policy to each councilmember as soon as practicable after the enactment of this Policy and to each new councilmember at the time of taking office. The City Clerk shall also request that each councilmember sign and return an acknowledgement the receipt of this Policy.

11. **Amendments.** This Policy may be amended to remain consistent with state law regarding the local code of ethics and the standards required therein.

12. **Ethics Committee.** If a councilmember requests an interpretation of this Policy, the Mayor shall select three (3) councilmembers to convene an Ethics Committee meeting who will provide its opinion to the councilmember requesting the interpretation.

Adopted & Effective: November 14, 2023

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Authorize the purchase of six (6) all-wheel drive police vehicles through the State of Michigan MiDEAL Extended Purchasing Program from Gorno Ford in the amount of \$311,970.

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

ACTION RECOMMENDED: Authorize the purchase of six (6) all-wheel drive police vehicles through the State of Michigan MiDEAL Extended Purchasing Program from Gorno Ford in the amount of \$311,970 and authorize the City Manager to execute all documents on behalf of the city.

The Fiscal Year 2025-26 Capital Improvement Program budget includes funding for the purchase of six aging Police Division fleet vehicles. These vehicles have reached the end of their serviceable life, with high mileage, rust, and increasing maintenance costs that impact operational reliability. Replacement will ensure officers have safe, dependable vehicles to maintain current service levels for the community.

The City of Portage participates in the State of Michigan's MiDEAL Extended Purchasing Program, which allows local governments to benefit from state-negotiated contracts. MiDEAL reduces costs by leveraging statewide purchasing power and eliminates the time and expense of conducting separate competitive bids.

Gorno Ford of Woodhaven, the state's pre-qualified Ford dealer under Contract #MA240000001193, provided a quote of \$51,995 per Ford Interceptor, for a total of \$311,970. The Police Division has confirmed this pricing is consistent with the cooperative agreement.

It is recommended that City Council authorize the purchase of six (6) Ford Interceptors through the MiDEAL Extended Purchasing Program in the amount of \$311,970 and authorize the City Manager to execute the necessary documents on behalf of the City.

FUNDING: Sufficient funds are budgeted in the Fiscal Year 2025-2026 Police Division CIP budget.

Attachments: 1. Gorno Ford Quote F48022



Preview Order F100 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 09/29/2025
11:18:17 Receipt: 9/29/2025

Dealership Name : Gorno Bros Inc

Sales Code : F48022

Dealer Rep.	patrick southward	Type	Fleet	Vehicle Line	Explorer	Order Code	F100
Customer Name	PORTAGE	Priority Code	M2	Model Year	2026	Price Level	615

DESCRIPTION

K8A0 POLICE INTER UTILITY AWD
.119 INCH WHEELBASE
TOTAL BASE VEHICLE
AGATE BLACK METALLIC
CLOTH BUCKETS/VINYL REAR SEATS
ONYX INTERIOR
EQUIPMENT GROUP 500A
.FM STEREO
3.3L TI-VCT V6 ENGINE
10-SPEED AUTO TRANSMISSION
READY FOR THE ROAD PACKAGE
.HID PLUNG W/R HNDL INOPERABLE
.100 WATT SIREN / SPEAKER
.TAIL LAMP LIGHTING SOLUTION
.REAR LIGHTING SOLUTION
.REAR CONSOLE MOUNTING PLATE

DESCRIPTION

FORD FLEET SPECIAL ADJUSTMENT
GLOBAL LOCK/UNLOCK
FRONT WARNING AUX LIGHT
50 STATE EMISSIONS
SPOT LAMP LED DUAL - WHELEN
KEYED ALIKE -KEY CODE J
NOISE SUPPRESSION BOND STRAPS
QUARTER GLASS LIGHT
FRONT HEADLAMP LIGHT SOLUTION
REAR DR HNDL AND LOCKS INOPR
SPECIAL DEALER ACCOUNT ADJUSTM
SPECIAL FLEET ACCOUNT CREDIT
FUEL CHARGE
NET INVOICE FLEET OPTION (B4A)
PRICED DORA
ADVERTISING ASSESSMENT
DESTINATION & DELIVERY

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MI Deal # MA240000001193

MI Deal Price Delivered \$51,995.00 Per Vehicle

Total for 6 \$311,970.00

This order has not been submitted to the order bank.

This is not an invoice.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Brownfield Redevelopment Plan Amendment No. 16, Centreport Apartments, 7920 Portage Road, Portage MI

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

ACTION RECOMMENDED: Receive the Centreport Apartments Brownfield Redevelopment Plan Application, with Brownfield Redevelopment Plan Amendment No. 16, Centreport Apartments, 7920 Portage Road, Portage MI, and set a Public Hearing for December 16, 2025, at 6:00 p.m. or as soon thereafter as may be heard.

I. INTRODUCTION

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

Per the resolution adopted by the City Council in July 2001, the City of Portage Brownfield Redevelopment Program was established to facilitate reuse of environmentally distressed, functionally obsolete, and/or blighted buildings and property in the community. This economic development program is intended to place vacant and/or underutilized/blighted properties back into productive use, fostering reinvestment in the city and, also, discouraging sprawl development.

7920 Partners, LLC, a partnership of Treystar, Talbot Development, Pinnacle Construction, and Joe Agostinelli, has applied for brownfield incentives under a brownfield plan amendment request and planned P. A. 381 work plan. The developer intends to redevelop and improve property addressed as 7920 Portage Road by establishing a 151-unit for-lease mixed-use residential and retail commercial development called Centreport Apartments. The developments will result in a total of 1,500 square feet of ground-floor retail, 69 studio apartments, 67 one-bedroom apartments, and 15 two-bedroom apartments, with an estimated total capital investment of \$32 million.

The project will set aside 20% of the units for workforce housing and anticipates 21 years of affordable restrictions on income-qualified units. Monthly rent shall not exceed an average MSHDA Rent by Bedroom of 90% AMI. Tenants for the workforce housing units will utilize a MSHDA approved tenant self-certification form and the developer shall verify the tenant's household income through tax return data or other appropriate alternatives as being no greater than 120% of Kalamazoo County AMI. The workforce housing shall consist of 14 studios, 13 one-bedroom units, and three two-bedroom units.

As discussed below, the 7920 Partners, LLC Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act.

II. PROPOSED BROWNFIELD REDEVELOPMENT PLAN

Attached is a copy of the Centreport Apartments Act 381 Brownfield Plan. In addition to demolition, site preparation, infrastructure improvements, environmental activities, contingency costs, and housing subsidy financing gap costs at the subject property, the applicant is requesting 3.5% annual simple interest on unreimbursed capital costs. In accordance with the Act, 7920 Partners, LLC, has identified specific housing needs through the Kalamazoo County Housing Plan prepared by the Upjohn Institute in 2022. According to the "Portage-East" section of the "Partnership J" Housing Data included in the Statewide Housing Plan, approximately 50.3% of the existing housing stock was built before 1970 in this area. The for-sale vacancy rate in this area was 0.4% and the for-rent vacancy rate in this area was 0.9%, indicating an aging and very tight housing supply. The property is eligible under the Act as a result of being defined as a "Housing Property."

Eligible activities associated with the site remediation efforts proposed to be funded through state and local tax reimbursement include the following:

Department of Environment, Great Lakes and Energy (EGLE) Eligible Activities

- Phase I Environmental Site Assessment ("ESA"), anticipated at \$5,000.

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

- Site Demolition of a 2,777 s.f. former bank building, anticipated at \$80,000.
- Site preparation, including clearing and grubbing; grading, excavation and land balancing of the site; exporting of excess soils and installation of utility conduits. Engineering and design of these activities are also included as eligible activities. Eligible costs are anticipated to be \$567,736.
- Infrastructure Improvements, including the construction of stormwater retention systems; sanitary sewer and water main extension and construction; sewer and water connection fees and tie-ins; electric infrastructure upgrades; sidewalk development; landscaping & irrigation; site lighting; parking areas; EV charging infrastructure and solar panels. Engineering and design of these activities are also included as eligible activities. Eligible costs are anticipated to be \$1,346,213.
- Contingency of 15%, estimated at \$299,092.
- Interest of 3.5% on unreimbursed eligible expenses, with reimbursement capped at \$722,501.
- Brownfield Plan/Act 381 Work Plan Preparation, Application, and Implementation, Brownfield Plan and Administrative Expenses related to implementing the plan, with total anticipated costs at \$70,000.
- Financing Gap activities for Rent Controlled Units for the duration of the rent control period of 21 years. Anticipated gap financing costs are forecast at \$6,258,420.

Because the City of Portage is a "qualified local unit of government", certain non-environmental costs can be reimbursed through a brownfield plan. The 7920 Partners, LLC Brownfield Plan includes non-environmental eligible costs for demolition, site preparation, and infrastructure improvement, among

others.

7920 Partners, LLC, seeks reimbursement for eligible activities through capture of both local and school tax dollars:

1. Specifically, 7920 Partners, LLC, anticipates capture of \$9,358,962, over 25 years based on a 2.0% inflation rate from school tax increment revenues for costs associated with the MSHDA and EGLE Eligible Activities above, including: housing-specific infrastructure, demolition, water and sewer mains, stormwater management facility, site preparation, and brownfield/Act 381 work plans. Therefore, 7920 Partners, LLC, has prepared an Act 381 Work Plan for approval by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Michigan State Housing Development Authority (MSHDA). Total school tax increment revenue capturable for eligible expenses is estimated at \$3,983,158.
2. EGLE Environmental costs covered through State Tax Reimbursement are forecast to be \$5,000.
3. The Affordable Housing Financing Gap payment for 21 years is estimated at \$6,258,420.
4. In addition, the Act 381 Brownfield Plan anticipates capture of \$822,636 for Authority administrative costs, \$580,932 for the State Brownfield Redevelopment Fund, and \$2,004,325 for the Local Brownfield Revolving Fund.
5. The applicant is requesting a 3.5% simple interest rate be applied to all unpaid balances of the capital costs associated with the development. The applicant is also seeking a **Neighborhood Enterprise Zone (NEZ)** Certificate(s) for the development, the capture of taxes, which would reduce the taxes levied each year based on 50% of the statewide non-homestead average for the year previous to each capture year. As a result, the applicant has agreed to a calculation of interest based on what would be captured and paid on eligible expenses at the standard tax rate so that the NEZ benefit has no effect on interest calculation.
6. As shown in Table 1 (Eligible Activity Costs) in the Act 381 Brownfield Plan, the estimated cost to complete all eligible activities, including a 15% contingency (\$299,092), and the estimated interest of 3.5% on unpaid balances of capital costs (capped at \$722,501 due to NEZ) is \$9,368,962.
7. The base year taxable value for purposes of capture of Tax Increment Revenue (TIR) is proposed to be 2026.

The developer has met four investment criteria: 1) housing development activities, 2) master plan subarea, 3) mixed-use development, and 4) site amenities which include secured mail/package room, furnished landscaped terrace w/outdoor kitchen or grill station, multi-use seating area/pavilion, clubhouse, and fitness center.

Consistent with the [City of Portage Brownfield Redevelopment Incentive Policy](#), capture of tax increment revenue for reimbursement of the applicant's eligible expenses is limited to 25 years (excluding the projected capture of tax increment revenue for the Local Brownfield Revolving Fund, which is projected to occur until the end of year 30 of the Act 381 Brownfield Plan). Capture of tax increment revenue for the LBRF involves an additional five years after the developer reimbursement period.

III. CONCLUSION

The 7920 Partners, LLC Brownfield Redevelopment Plan Application is eligible for tax increment financing under the Act. In accordance with the [City of Portage Brownfield Redevelopment Incentive](#)

[Policy](#), the applicant meets four investment criteria for the development and is thus eligible for up to a 25-year TIF capture period for reimbursement of eligible expenses.

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

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

Along with the above considerations, the [City of Portage Brownfield Redevelopment Incentive Policy](#) lists a number of factors for the authority to consider. As explained in the Policy, the City Council will use the following criteria when reviewing applications:

- The financial incentives to be provided for the plan will not result in the impairment of the operation or the financial soundness of any affective taxing unit.
- A public purpose will be served (expanded tax base, additional employment, income and capital investment in the community).
- The plan will provide for an expansion of the employment base in the community.
- The plan's proposed facilities will be compatible with the present and future requirements for city services such as roads, utilities, and public safety.
- The applicant meets current financial obligations to the city, is in compliance with all applicable state and city codes and ordinances and has no pending or current litigation against the city.
- That the project pro forma, financial structure and financing commitments justify the project's need and financial viability.
- That the applicant will actively pursue State of Michigan funding through an Act 381 Work Plan and will collaborate with the Community Development Department throughout the application process.
- That the requested level of incentive is commensurate with the number of investment criteria met within the policy.

IV. RECOMMENDATION

In accordance with the policy, the application qualifies for a Brownfield of up to 25 years for purposes of reimbursement of eligible expenses along with an additional five-year capture period contributing to the Local Brownfield Revolving Fund. The Portage Brownfield Redevelopment Authority has established a draft Development and Reimbursement Agreement for the plan with allowance of interest conditioned upon calculation of interest reimbursement based on what would be captured and paid on eligible expenses at the standard tax rate rather than a NEZ tax rate if awarded. The Portage Brownfield Redevelopment Authority unanimously recommended this application be forwarded to the City Council

through a formal vote on November 7, 2025. It is therefore recommended that the City Council receive the Centreport Apartments Brownfield Redevelopment Plan Application, with Brownfield Redevelopment Plan Amendment No. 16, Centreport Apartments, 7920 Portage Road, Portage MI, and set a public hearing for December 16, 2025, at 6:00 p.m. or as soon thereafter as may be heard.

FUNDING: N/A

Attachments:

1. 11.07.2025 DRAFT BRA Meeting Minutes
2. Portage BRA Project Application Form - Centreport Apartments
3. Centreport Apartments Brownfield Plan - Abridged w/out County Study
4. Draft Centreport Development & Reimbursement Agreement

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY

Friday, November 7, 2025

8:00 AM

Portage City Hall, Conference Room 1
7900 S. Westnedge Ave, Portage MI 49002

The City of Portage Brownfield Redevelopment Authority meeting of November 7, 2025, was called to order by Chair Lewandowski at 7:59 am.

In Attendance

Board: Chair Keith Lewandowski (yes), Vice Chair Eric Alburtus (excused), Secretary/Treasurer William Lenehan (yes), Todd Campbell (yes), Bradley Galin (excused), Karen Gallagher (yes), John Herberg (yes), Michelle Karpinski (yes).

Staff: Jonathon Hallberg, Deputy Director of Economic Development; Tom Rossiter, Assistant to the City Manager.

Guests: Joe Agostinelli, Michigan Growth Advisors

Approval of Minutes – Herberg noted that Jack Gesmundo’s name was misspelled.

Motion by Campbell, seconded by Gallagher, to approve the BRA Meeting Minutes of June 5, 2025, as amended.

Motion carried, 6-0.

Old Business – none

New Business

1. City of Portage Act 381 Brownfield Plan Amendment #16 – “Centreport Apartments”, 7920 Portage Rd.

Hallberg summarized the contents of the memorandum pertaining to the 7920 Partners, LLC, development project called “Centreport Apartments”, the Act 381 Brownfield Plan, TIF Projections, and Draft Development & Reimbursement Agreement. He indicated that the project is a redevelopment of a former bank building into a 151-unit for-lease mixed-use residential and retail commercial development. As with other recent MSHDA Housing TIF applications, the project has additional eligible expenses not typically seen in Brownfield applications, which are related to infrastructure on private property, such as landscaping and parking.

Hallberg explained the development would result in 1500 square feet of ground-floor retail, 69 studio, 67 one-bedroom, and 15 two-bedroom apartments, with an estimated total capital investment of \$32 million. He outlined the details of the 20% of the units which will be set aside for workforce housing. Hallberg indicated that the developer met four investment criteria, which qualified them for a full 25 years of TIF capture if needed, and consideration of up to 3.5% simple interest on unreimbursed qualified capital expenses, along with an additional five-year period toward the Local Brownfield Revolving Fund.

Hallberg went through the Brownfield Plan step-by-step. He outlined the list of eligible expenses and how the TIF capture tables were based upon a proposed reduced tax rate that would be imposed if the property receives Neighborhood Enterprise Zone tax abatements. Hallberg noted that the applicant calculated the request for 3.5% simple interest on unreimbursed eligible costs based upon TIF revenue that would have been reimbursed under the original tax rate for estimating rather than a reduced NEZ rate.

Gallagher asked what cost compared to the full rent the 90% would amount to. Agostinelli explained that the rent-controlled units have a rent ceiling based on a MSHDA table which is published annually. MSHDA establishes a control rent and then calculates the limits on the rent-controlled units at different income levels. These levels would be the maximum charged on the rent-controlled units. The market rate units are not factored into the subsidy calculations. Hallberg showed those present section 2.7 of the Act 381 Brownfield Plan that outlined the control rents and the 90% of AMI rents calculated by MSHDA. Agostinelli also mentioned the applicant has applied for a MSHDA MI Neighborhood 3.0 grant, which would require them to also set aside three units at 60% of AMI.

Gallagher asked if the bike path extends to that area of Portage Rd. and those present confirmed it does.

Gallagher asked if there were any plans for benches or seating along the sidewalks. Hallberg shared that the site plan does not call for them but there may be some in the Portage Road 360 program that the Transportation & Utilities Department undertook.

Agostinelli outlined that the lobby would also be a coffee shop, making better use of that space, which typically does not see much activity as just a lobby.

Karpinski asked if public transit lines are located in the area and those present confirmed they are.

Motion by Herberg, seconded by Campbell, to approve the Act 381 Brownfield Plan and application by 7920 Partners, LLC, for “Centreport Apartments”, 7920 Portage Rd., for a TIF capture period of up to 25 years for purposes of reimbursement of Eligible Expenses along with an additional five-year capture period contributing to the Local Brownfield Revolving Fund, to recommend Portage City Council approval of Brownfield Plan Amendment #16 by resolution at their next appropriate meeting, and to authorize the BRA Board Chair to finalize and execute a Development Agreement and Reimbursement Agreement in support of the Plan with provisions for allowance of interest conditioned upon calculating what would have been reimbursed to the

applicant without a reduced tax rate caused by granting of Neighborhood Enterprise Zone certificates and with maximum reimbursements of applicants eligible costs capped at \$9,368,962.

Campbell shared his appreciation for the developer redeveloping an existing site rather than pursuing greenfield development. Gallagher also shared her appreciation for the developer taking environmental measures such as underground stormwater detention.

Motion carried, 6-0.

2. *Consent to Convey 5960 S. Sprinkle Rd., and Consent and Collateral Assignment of Tax Increment Revenues for “Project Depatie” to Milham Corners, LLC*

Hallberg outlined a request by First National Bank of Michigan to establish a three-party letter of agreement that would assign the Brownfield TIF revenue associated with the “Project Depatie” brownfield plan amendment as collateral for the mortgage financing of the manufacturing development at 5960 S. Sprinkle Rd. He shared how the BRA board previously approved a similar agreement for AVB to finance the Tall Timbers development.

Hallberg indicated that the current members of TST of Portage, LLC, own the property along with 5780 S. Sprinkle Rd., but they desire to establish a separate LLC with identical membership, called Milham Corners, LLC, and to convey 5960 S. Sprinkle Rd. to that entity. As a result of the Brownfield Development and Reimbursement Agreement, the applicant must also obtain the BRA’s approval of the conveyance. The letter submitted by the bank accomplishes both requests.

Hallberg shared that city legal counsel did approve the document as to form after the bank consented to amending section g. to require that the BRA must agree to a determination of what constitutes “commercially reasonable diligence” which would allow the bank to extend its efforts to correct defaults beyond 30 days.

Lewandowski asked if the applicant had failed in its obligation to develop the property. Hallberg responded that they have actually expanded the project from a +/- 43,000 square foot building expansion to a new +/- 72,000 square foot end product and are doing a good job.

Karpinski asked why the developer would choose to create a separate LLC to hold the property. Agostinelli responded that the effort is typically done for liability protection, as 5780 Portage Rd. is now complete and filled with unrelated tenants. As Depatie Fluid Power has overlapping ownership with both TST of Portage, LLC, and Milham Corners, LLC, and will occupy 5960 Portage Rd, it makes sense to separate ownership of the buildings so 5870 is not involved in any default on 5960.

Motion by Gallagher, supported by Karpinski, to approve the Pledge Agreement executed by the Developer in favor of First National Bank of Michigan, granting consent to convey 5960 S. Sprinkle Rd. from TST of Portage, LLC, to Milham Corners, LLC, and granting a Consent and Collateral Assignment of Tax Increment Revenues to be executed in connection with the mortgage to Milham Corners, LLC, and by First National Bank of Michigan, for the industrial

redevelopment project at 5960 S. Sprinkle Rd., Portage, Michigan, and to authorize the Chairman to amend, sign, and date, as necessary, the Consent to Assignment on behalf of the Authority.

Motion carried, 6-0.

Staff Report: None.

Statements of Citizens: None.

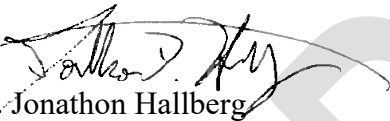
Adjournment:

Motion by Herberg, seconded by Gallagher, to adjourn.

Motion carried, 6-0.

The meeting was adjourned at 8:47am.

Respectfully submitted,



Jonathon Hallberg
Deputy Director of Economic Development



Brownfield Redevelopment Authority Project Application

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

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

Last Updated: 12/3/24

Contents

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

- A. Application Fee**
- B. Applicant Information**
- C. Project Information**
- D. Investment Criteria**
- Tab Required Documents**
- Tab Org Chart**
- Tab Certifications**

A. Application Fee

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

[Once Your Invoice is Received, Click Here to Pay Your Application Fee on the BS&A Platform](#)

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

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

Additional information about Brownfield Applications and the City of Portage Brownfield Authority process is [available HERE.](#)

B. Applicant Information

Date: 8/23/2025

Applicant (Organization/Firm): 7920 Portage, LLC

Mailing Address: 1235 Lyonhurst St
Birmingham, MI 48009

Principal: Ryan Talbot

Title: Member

Contact Person for Applicant: Ryan Talbot

Title: Member

Contact Phone Number: 619-988-6435

Contact Email Address: ryan@talbotdevco.com

Current Property Owner: 7920 Partners, LLC

Mailing Address: 241 E. Michigan Ave, Ste 135
Kalamazoo, MI 49007

Principal: Fritz Brown

Title: CEO, Treystar

Contact Person for Owner: Fritz Brown

Title: CEO

Contact Phone Number: 269.329.1808

Contact Email Address: fbrown@treystar.com

Project Architect/Engineer: Pinnacle Construction (Design/Build)

Mailing Address: 1000 Front Ave NW
Grand Rapids, MI 49504

Contact Person: James Lewis

Title: Dir of Development

Contact Phone Number: 616.451.0500

Contact Email Address: jl@askourclients.com

Project Architect/Engineer: Venture Engineering (if more than one)

Mailing Address: 8515 Ridgebluff Dr SW
Byron Center, MI 49315

Contact Person: _____

Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Construction Project Manager/

General Contractor: Pinnacle Construction (Design/Build)

Mailing Address: 1000 Front Ave NW
Grand Rapids, MI 49504

Contact Person: James Lewis

Title: Dir of Development

Contact Phone Number: 616.451.0500

Contact Email Address: jl@askourclients.com

Property Management Firm: _____ (if applicable)

Mailing Address: _____

Contact Person: _____

Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Please complete the Org Chart tab in this application document.

☐ Completed

C. Project Information

Project Name: Centreport Apartments

Project Address(es): 7920 Portage Road
Portage, MI 49024

Parcel ID Number(s): 00014-080-A

Existing Acreage: 2.47 **Existing Building Square Footage:** 2777

Project is a(n):

☐ Greenfield Construction ☒ Redevelopment ☐ Adaptive Re-Use/ Renovation

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

The property was purchased by 7920 Partners, LLC following PNC's closure of the facility. 7920 Partners is affiliated with Treystar, one of the area's largest and longest standing developers. Treystar, Talbot, Pinnacle Construction and Joe Agostinelli are partnering to develop this project. The proposed redevelopment consists of the demolition of the former PNC bank branch building and associated site development located at the northwest corner of Portage Road and Centre Ave. The new development will serve as the entry point into the the Lake Center district and will be the fist urban design development on the corridor. The building will be developed to the south and east lot lines, creating an urban feel to promote walkability in the neighborhood.

The new development will include 151 new apartments consisting of a mix of studios, 1 bed room and 2 bedroom units; ground floor retail along with an amenity courtyard and surface parking tucked behind the building. The percentage of residential square footage is approximately 99% of the development. The project proposes 30 units (20%) to be restricted to an average of 90% AMI rents and rented to households at or below 120% AMI. Income restrictions are currently modeled to be in place for 21 years.

Projected Private Investment in Development / Redevelopment: \$32 million

Future Number of Buildings: 1 **Total Future Square Footage:** 116,000

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

The project submitted for site plan approval on August 22, 2025. Concurrent with the submission of this brownfield application, the project is also submitting a request for the creation of a Neighborhood Enterprise Zone, which would allow the project to pursue a NEZ tax abatement. No state or federal permits are anticipated.

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

Not Applicable

Qualifying Status of the Property:

☐ Facility

☐ Blighted

☐ Functionally
Obsolete

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

25

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

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 151 housing units on Parcel #00014-080-A, thus this parcel is eligible property under Act 381.

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

Neighborhood Enterprise Zone (Fall 2025)
MSHDA MI Neighborhoods (October 1 application) 1Q 2026 Approval

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

Not Applicable

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

Yes

☐

No

☒

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

Not Applicable

New and Retained Jobs

Include additional data in ATTACHMENT I if necessary.

Description	New		Retained		Avg. Annual Pay
	# Full-Time	# Part-Time	# Full-Time	# Part-Time	
Property Management	1				

Residential Unit Details (if relevant)

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

Unit Type	Income/AMI Restrictions	# Units	Sq. Ft.	Rent or Sale Price
	ed for editing. See Attached pro			

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

The project anticipates 21 years of affordable restrictions on the income qualified units. Monthly rent shall not exceed an average MSHDA Rent by Bedroom of 90% AMI. Tenants for the WFH Units will utilize a MSHDA approved tenant self-certification form and developer shall verify the tenant household income through tax return data or other appropriate alternatives as being no greater than 120% of Kalamazoo County AMI.

D. Investment Criteria

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

Check all that Apply

Sustainable Development

- LEED Silver (or higher) Certification
- Energy Star V3.2 (or higher)
- Equivalent Alternative (List)

☐	
☐	
☐	

Housing Development Activities

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

☐

Diversity of Housing Type

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

☐

Accessibility / Visitability

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

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

☐

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

☐

Activation in Designated Sub-Areas of Portage

Master Plan Subarea

X

Sub-area District: Lake Center District

Stated Master Plan Goal Delivered:

City-Targeted Parcel

Property designated in Portage Forward

Together 2045 Master Plan

Multimodal Transportation

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

Improvement to be financed:

Proposed Number of Passes:

Contribution to Multi-Modal Fund

Amount:

Job Creation

20 FTE jobs/25% + increase in FTE jobs

Jobs

Avg. Pay
(Annual)

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

Mixed-Use Development

Includes housing and a mix of other commercial uses

X

Public Space Improvements

Based upon an approved City of Portage plan

Alternative Public Space Improvement

Summary Information (in either case):

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

Secured mail/package room

X

Clubhouse with social areas

X

Furnished & landscaped terrace w/ outdoor kitchen or grill station

X

Walking/ biking path

Multi-use seating area/ gazebo/ pavilion

X

Fitness Center

X

Dedicated pet park

Sports courts

Secured bicycle storage

Swimming pool

Child Care Facilities

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

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

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

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

TOTAL INVESTMENT CRITERIA

4

ACT 381 BROWNFIELD PLAN

**Centreport Apartments
7920 Portage Road
Kalamazoo County, City of Portage
City of Portage Brownfield Redevelopment Authority**

November 4, 2025

Prepared by:
Joe Agostinelli
1906 Forest Drive
Portage, MI 49002

Approved by the Brownfield Redevelopment Authority on _____

Approved by the City of Portage on _____

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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 **Proposed Redevelopment and Future Use for Each Eligible Property**

The proposed redevelopment consists of one vacant parcel totaling approximately 2.47 acres in the City of Portage. The project will demolish the existing 2,777 square foot former bank building to make way for a new mixed-use development consisting of 151 apartment units and ground floor commercial space. The development will consist of 69 studios, 67 one bedroom and 12 two bedroom units. Of the total 151 units, approximately 30 (20%) are expected to income restricted to at or below 120% of Area Median Income ("AMI"). The development is also anticipated to include tenant amenities such as a gym, lounge, rooftop patio, and an exterior courtyard with grills and seating areas.

The total capital investment is expected to be approximately \$32 million. Construction on the project is planned to begin in the summer of 2026 and will be completed in summer of 2027.

1.2 **Identification of Housing Need**

Specific Housing Need

The Kalamazoo County Housing Plan prepared by the Upjohn Institute in 2022 identified that the county required 7,750 new housing units in order to appropriately house the growth anticipated in the county. According to the "Portage-East" section of the Partnership J Housing Data included in the Statewide Housing Plan, approximately 50.3% of the existing housing stock was built before 1970 in this area. The for-sale vacancy rate in this area was 0.4% and the for-rent vacancy rate in this area was 0.9%, indicating an aging and very tight housing supply.

Job Growth Data

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

1.3 Eligible Property Information

Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 151 housing units on Parcel #00014-080-A thus this parcel is eligible property under Act 381.

Location and Legal Description

7920 Portage Road
Portage, MI 49504

Parcel ID: 00014-080-A

2.47 Acres

Legal Description:

SECTION 14-3-11 BEG S 1/4 POST SEC 14, TH N 348.52 FT, TH W 449 FT, TH S 185 FT, TH E 100 FT, TH S 163 FT, TH E 349 FT TO P.O.B., EXC RD ROWS.

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

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

Tax increment revenues will be used to reimburse 7920 Portage, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities in this Brownfield Plan including contingency are anticipated to be \$9,368,962. Simple interest on unreimbursed eligible activities is also included as an eligible activity at 3.5%. Brownfield Authority Administrative fees are anticipated to be \$822,636. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$580,932. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Environmental Activities

Department specific activities considered under this plan include a Phase I Environmental Site Assessment ("ESA").

Non-Environmental Activities

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

2.2 Summary of Eligible Activities

2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I ESA will be required for the project and is anticipated to cost \$5,000. This is a cost statutorily approved for reimbursement with school taxes.

2.2..2 Demolition

Demolition activities will include the complete removal of the existing building and site infrastructure. Engineering and design of these activities are also included as eligible activities. The total cost of demolition is anticipated to be \$80,000.

2.2..3 Infrastructure

Infrastructure activities will include the construction of a stormwater retention systems; sanitary sewer and water main extension and construction; sewer and water connection fees and tie ins; electric infrastructure upgrades; sidewalk development; landscaping & irrigation; site lighting; parking areas; EV charging infrastructure and solar panels. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure improvement is anticipated to be \$1,346,213.

2.2..4 Site Preparation

Site preparation activities will include clearing and grubbing; grading, excavation and land balancing of the site; exporting of excess soils and installation of utility conduits. Engineering and design of these activities are also included as eligible activities. The total cost of these site preparation activities is anticipated to be \$567,736.

2.2..5 Interest

Financing costs for the project are considered an eligible activity. This plan allows for 3.5% interest rate on the developer's unreimbursed eligible activities. Total interest reimbursement is capped at \$722,501, which is the amount of interest that would be generated if the project did not include a Neighborhood Enterprise Zone.

2.2..6 Contingency

A 15% contingency is included as an eligible activity. The contingency is estimated to be \$299,092.

2.2..7 Financing Gap

Housing development activities, related to reimbursement provided to the developer to fill a financing gap associated with the

development of housing units priced for income qualified households' units, are included as eligible activities. The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA.

The Total Housing Subsidy is anticipated to be \$298,020 in year one of the Plan. With a MSHDA Control Rent of \$2,095 for a Studio, \$2,495 for a 1-Bedroom and \$2,905 for a 2-Bedroom, the annual potential rent loss over the term of a 21-year affordability period are delineated below. There are anticipated to be 30 income qualified units as a part of this development for a total of 21 years of income restriction.

Type	MSHDA Control Rent	Project Rent (Year 1)	Rent Gap (Year 1)	Income Qualified Units	Annual Gap (Year 1)	Total Loss
Studio	\$2,095	\$1,440	\$7,856	14	\$109,990	
1-Bed	\$2,495	\$1,536	\$11,504	13	\$149,557	
2-Bed	\$2,905	\$1,836	\$12,824	3	\$38,473	
Total				30	\$298,020	\$6,258,420

The Total Housing Subsidy contemplated on the 30 units that will be income restricted based on MSHDA's Rent Control formula over a 21-year period of affordability \$6,258,420.

2.2..8 Brownfield Plan and Act 381 Work Plan Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$30,000.

2.2..9 Brownfield Plan Application Fee

The cost to apply for the Brownfield Plan is included as an eligible activity and is estimated to cost \$10,000.

2.2..10 Brownfield Plan Implementation

The cost of implementing the Brownfield Plan is anticipated to be \$50,000.

2.2..11 Local Brownfield Revolving Fund

Local Brownfield Revolving Fund capture is also included in this plan. Capture to the Local Brownfield Revolving Fund is anticipated to be \$2,004,325.

2.3 **Estimate of Captured Taxable Value and Tax Increment Revenues**

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

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

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

2.5 Maximum Amount of Note or Bonded Indebtedness

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

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 25 years of reimbursement to Developer, with an additional 5 years of capture to the Local Brownfield Revolving Fund ("LBRF"). It is estimated that the project will be completed in 2028 and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2052. Capture of TIR is expected to begin in 2028, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

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

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

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

The property consists of one parcel which total 2.47 acres in size and is located at 7920 Portage Road in Portage, Kalamazoo County (Parcel Identification Number 00014-080-A). A legal description of the property along with a scaled map showing eligible property dimensions, is attached as Figure 1.

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

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

2.9 Estimates of Residents and Displacement of Individuals/Families

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

2.10 Plan for Relocation of Displaced Persons

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

2.11 Provisions for Relocation Costs

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

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

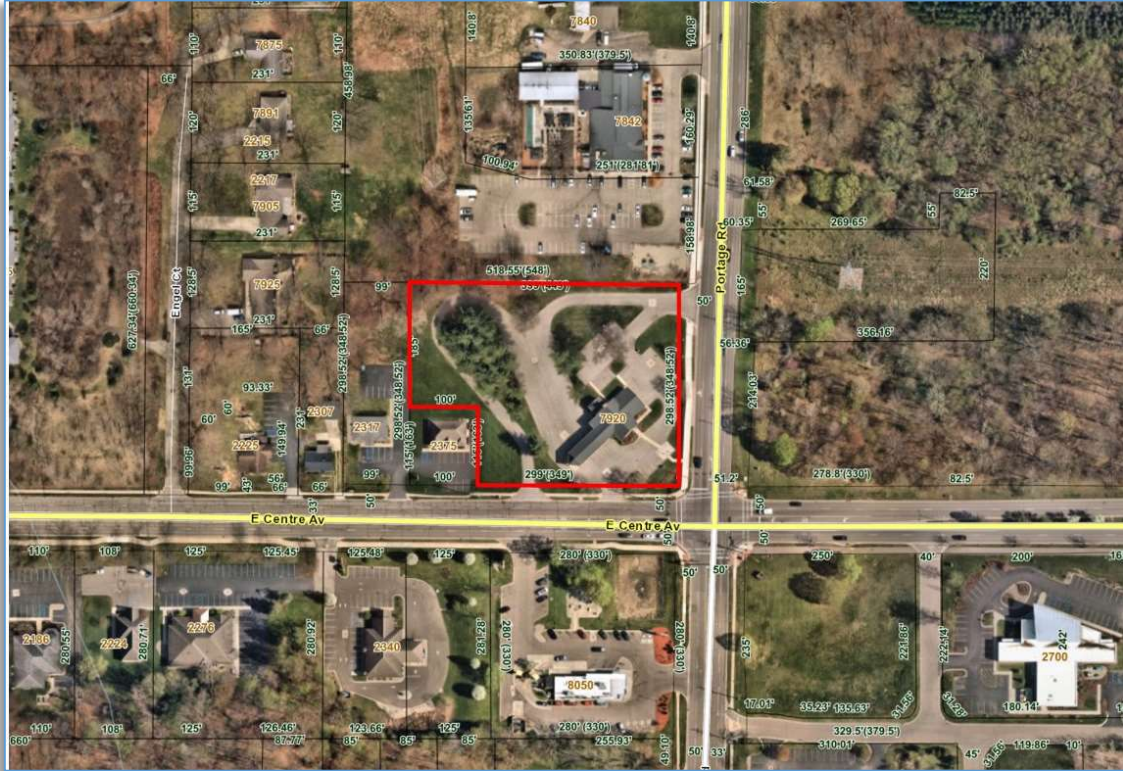
No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figure 1

Legal Description and Eligible Property Map



7920 Portage Road
Portage, MI 49002

Parcel ID: 00014-080-A

2.47 Acres

Legal Description:

SECTION 14-3-11 BEG S 1/4 POST SEC 14, TH N 348.52 FT, TH W 449 FT, TH S 185 FT, TH E 100 FT, TH S 163 FT, TH E 349 FT TO P.O.B., EXC RD ROWS.

Table 1

Eligible Activity Costs

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities Sub-Total	\$ 5,000	Spring 2025
<i>Phase I Environmental Site Assessments</i>	\$ 5,000	
EGLE Eligible Activities Sub-Total	\$ 5,000	
MSDHA Housing Development Activities Costs and Schedule		
MSHDA Eligible Activities	Cost	Completion Season/Year
Demolition Sub-Total	\$ 80,000	Summer 2026
<i>Building and Site Demolition</i>	\$ 80,000	
Infrastructure Sub-Total	\$ 1,346,213	Fall 2027
<i>Watermain Extension</i>	265,000	
<i>Site Watermain, valves, Hydrants and tapping sleeves</i>	333,783	
<i>Sanitary Sewer Systems</i>	16,377	
<i>Stormwater management</i>	147,393	
<i>EV Charging Infrastructure</i>	106,000	
<i>Solar Panels</i>	53,000	
<i>Electrical infrastructure upgrades</i>	79,500	
<i>Landscaping and irrigation</i>	146,998	
<i>Parking Areas</i>	132,654	
<i>Sidewalks</i>	65,508	
Site Preparation Sub-Total	567,736	Fall 2027
<i>Clearing and Grubbing</i>	81,885	
<i>Grading, excavation and land balancing</i>	436,720	
<i>Soil removal</i>	32,754	
<i>Utility Conduits</i>	16,377	
Affordable Housing Financing Gap	\$ 6,258,420	
BRA Application Fee	\$ 10,000	
Brownfield Plan/Act 381 Work Plan Preparation	\$ 30,000	Fall 2025
Brownfield Plan Implementation - Developer	\$ 50,000	
MSHDA Eligible Activities Sub-Total	\$ 8,342,369	
Contingency (15%)	\$ 299,092	
Interest	\$ 722,501	
Total Brownfield Eligible Activities	\$ 9,368,962	

Table 2

Tax Capture Schedule

CentrePort Apartments
Land and Commercial Capture
October 2025

Estimated Taxable Value (TV) Increase Rate:

2%

Plan Year	1	2	3	4	5	6	7	8	9
Calendar Year	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500
Estimated New TV	\$ 500,000	\$ 510,000	\$ 520,200	\$ 530,604	\$ 541,216	\$ 552,040	\$ 563,081	\$ 574,343	\$ 585,830
Incremental Difference (New TV - Base TV)	\$ 177,500	\$ 187,500	\$ 197,700	\$ 208,104	\$ 218,716	\$ 229,540	\$ 240,581	\$ 251,843	\$ 263,330

School Capture	Millage Rate																		
State Education Tax (SET)	6.0000	\$	1,065	\$	1,125	\$	1,186	\$	1,249	\$	1,312	\$	1,377	\$	1,443	\$	1,511	\$	1,580
School Operating Tax	17.5695	\$	3,119	\$	3,294	\$	3,473	\$	3,656	\$	3,843	\$	4,033	\$	4,227	\$	4,425	\$	4,627
School Total	23.5695	\$	4,184	\$	4,419	\$	4,660	\$	4,905	\$	5,155	\$	5,410	\$	5,670	\$	5,936	\$	6,207

Local Capture	Millage Rate																			
County Public Safety	1.4344	\$	255	\$	269	\$	284	\$	299	\$	314	\$	329	\$	345	\$	361	\$	378	
County 911	0.6442	\$	114	\$	121	\$	127	\$	134	\$	141	\$	148	\$	155	\$	162	\$	170	
County Housing	0.7434	\$	132	\$	139	\$	147	\$	155	\$	163	\$	171	\$	179	\$	187	\$	196	
County Seniors	0.3462	\$	61	\$	65	\$	68	\$	72	\$	76	\$	79	\$	83	\$	87	\$	91	
County Veteran Fund	0.0997	\$	18	\$	19	\$	20	\$	21	\$	22	\$	23	\$	24	\$	25	\$	26	
KRESA ISD	6.9565	\$	1,235	\$	1,304	\$	1,375	\$	1,448	\$	1,521	\$	1,597	\$	1,674	\$	1,752	\$	1,832	
Portage District Library	1.4942	\$	265	\$	280	\$	295	\$	311	\$	327	\$	343	\$	359	\$	376	\$	393	
Library Extra	0.4980	\$	88	\$	93	\$	98	\$	104	\$	109	\$	114	\$	120	\$	125	\$	131	
City Operating	10.6400	\$	1,889	\$	1,995	\$	2,104	\$	2,214	\$	2,327	\$	2,442	\$	2,560	\$	2,680	\$	2,802	
School Site SF	0.4980	\$	88	\$	93	\$	98	\$	104	\$	109	\$	114	\$	120	\$	125	\$	131	
Cen Cnty Transit	0.8905	\$	158	\$	167	\$	176	\$	185	\$	195	\$	204	\$	214	\$	224	\$	234	
County Operating	4.6049	\$	817	\$	863	\$	910	\$	958	\$	1,007	\$	1,057	\$	1,108	\$	1,160	\$	1,213	
County Transit	0.3091	\$	55	\$	58	\$	61	\$	64	\$	68	\$	71	\$	74	\$	78	\$	81	
KVCC	2.7645	\$	491	\$	518	\$	547	\$	575	\$	605	\$	635	\$	665	\$	696	\$	728	
Local Total	31.92360	\$	5,666	\$	5,986	\$	6,311	\$	6,643	\$	6,982	\$	7,328	\$	7,680	\$	8,040	\$	8,406	

Non-Capturable Millages	Millage Rate																		
School Debt	6.8500	\$	3,425	\$	3,494	\$	3,563	\$	3,635	\$	3,707	\$	3,781	\$	3,857	\$	3,934	\$	4,013
KRESA Debt	0.0000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
County Juvenile	0.1176	\$	21	\$	22	\$	23	\$	24	\$	26	\$	27	\$	28	\$	30	\$	31
Total Non-Capturable Taxes	6.9676	\$	3,425	\$	3,494	\$	3,563	\$	3,635	\$	3,707	\$	3,781	\$	3,857	\$	3,934	\$	4,013
	62.4607																		

Footnotes:

FTV provided by City of Portage 8/27/25

** NEZ Phase in only applies to County and City Millages

CentrePort Apartments
Land and Commercial Capture
October 2025

10	11	12	13	14	15	16	17	18	19	20
2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500
\$ 597,546	\$ 609,497	\$ 621,687	\$ 634,121	\$ 646,803	\$ 659,739	\$ 672,934	\$ 686,393	\$ 700,121	\$ 714,123	\$ 728,406
\$ 275,046	\$ 286,997	\$ 299,187	\$ 311,621	\$ 324,303	\$ 337,239	\$ 350,434	\$ 363,893	\$ 377,621	\$ 391,623	\$ 405,906

\$ 1,650	\$ 1,722	\$ 1,795	\$ 1,870	\$ 1,946	\$ 2,023	\$ 2,103	\$ 2,183	\$ 2,266	\$ 2,350	\$ 2,435
\$ 4,832	\$ 5,042	\$ 5,257	\$ 5,475	\$ 5,698	\$ 5,925	\$ 6,157	\$ 6,393	\$ 6,635	\$ 6,881	\$ 7,132
\$ 6,483	\$ 6,764	\$ 7,052	\$ 7,345	\$ 7,644	\$ 7,949	\$ 8,260	\$ 8,577	\$ 8,900	\$ 9,230	\$ 9,567

\$ 395	\$ 412	\$ 429	\$ 447	\$ 465	\$ 484	\$ 503	\$ 522	\$ 542	\$ 562	\$ 582
\$ 177	\$ 185	\$ 193	\$ 201	\$ 209	\$ 217	\$ 226	\$ 234	\$ 243	\$ 252	\$ 261
\$ 204	\$ 213	\$ 222	\$ 232	\$ 241	\$ 251	\$ 261	\$ 271	\$ 281	\$ 291	\$ 302
\$ 95	\$ 99	\$ 104	\$ 108	\$ 112	\$ 117	\$ 121	\$ 126	\$ 131	\$ 136	\$ 141
\$ 27	\$ 29	\$ 30	\$ 31	\$ 32	\$ 34	\$ 35	\$ 36	\$ 38	\$ 39	\$ 40
\$ 1,913	\$ 1,996	\$ 2,081	\$ 2,168	\$ 2,256	\$ 2,346	\$ 2,438	\$ 2,531	\$ 2,627	\$ 2,724	\$ 2,824
\$ 411	\$ 429	\$ 447	\$ 466	\$ 485	\$ 504	\$ 524	\$ 544	\$ 564	\$ 585	\$ 607
\$ 137	\$ 143	\$ 149	\$ 155	\$ 162	\$ 168	\$ 175	\$ 181	\$ 188	\$ 195	\$ 202
\$ 2,926	\$ 3,054	\$ 3,183	\$ 3,316	\$ 3,451	\$ 3,588	\$ 3,729	\$ 3,872	\$ 4,018	\$ 4,167	\$ 4,319
\$ 137	\$ 143	\$ 149	\$ 155	\$ 162	\$ 168	\$ 175	\$ 181	\$ 188	\$ 195	\$ 202
\$ 245	\$ 256	\$ 266	\$ 277	\$ 289	\$ 300	\$ 312	\$ 324	\$ 336	\$ 349	\$ 361
\$ 1,267	\$ 1,322	\$ 1,378	\$ 1,435	\$ 1,493	\$ 1,553	\$ 1,614	\$ 1,676	\$ 1,739	\$ 1,803	\$ 1,869
\$ 85	\$ 89	\$ 92	\$ 96	\$ 100	\$ 104	\$ 108	\$ 112	\$ 117	\$ 121	\$ 125
\$ 760	\$ 793	\$ 827	\$ 861	\$ 897	\$ 932	\$ 969	\$ 1,006	\$ 1,044	\$ 1,083	\$ 1,122
\$ 8,780	\$ 9,162	\$ 9,551	\$ 9,948	\$ 10,353	\$ 10,766	\$ 11,187	\$ 11,617	\$ 12,055	\$ 12,502	\$ 12,958

\$ 4,093	\$ 4,175	\$ 4,259	\$ 4,344	\$ 4,431	\$ 4,519	\$ 4,610	\$ 4,702	\$ 4,796	\$ 4,892	\$ 4,990
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 32	\$ 34	\$ 35	\$ 37	\$ 38	\$ 40	\$ 41	\$ 43	\$ 44	\$ 46	\$ 48
\$ 4,093	\$ 4,175	\$ 4,259	\$ 4,344	\$ 4,431	\$ 4,519	\$ 4,610	\$ 4,702	\$ 4,796	\$ 4,892	\$ 4,990

CentrePort Apartments
Land and Commercial Capture
October 2025

21	22	23	24	25	26	27	28	29	30	TOTAL
2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	
\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ -
\$ 742,974	\$ 757,833	\$ 772,990	\$ 788,450	\$ 804,219	\$ 820,303	\$ 836,709	\$ 853,443	\$ 870,512	\$ 887,922	\$ -
\$ 420,474	\$ 435,333	\$ 450,490	\$ 465,950	\$ 481,719	\$ 497,803	\$ 514,209	\$ 530,943	\$ 548,012	\$ 565,422	\$ -
\$ 2,523	\$ 2,612	\$ 2,703	\$ 2,796	\$ 2,890						\$ 47,716
\$ 7,388	\$ 7,649	\$ 7,915	\$ 8,187	\$ 8,464						\$ 139,724
\$ 9,910	\$ 10,261	\$ 10,618	\$ 10,982	\$ 11,354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,440
\$ 603	\$ 624	\$ 646	\$ 668	\$ 691	\$ 714	\$ 738	\$ 762	\$ 786	\$ 811	\$ 15,218
\$ 271	\$ 280	\$ 290	\$ 300	\$ 310	\$ 321	\$ 331	\$ 342	\$ 353	\$ 364	\$ 6,834
\$ 313	\$ 324	\$ 335	\$ 346	\$ 358	\$ 370	\$ 382	\$ 395	\$ 407	\$ 420	\$ 7,887
\$ 146	\$ 151	\$ 156	\$ 161	\$ 167	\$ 172	\$ 178	\$ 184	\$ 190	\$ 196	\$ 3,673
\$ 42	\$ 43	\$ 45	\$ 46	\$ 48	\$ 50	\$ 51	\$ 53	\$ 55	\$ 56	\$ 1,058
\$ 2,925	\$ 3,028	\$ 3,134	\$ 3,241	\$ 3,351	\$ 3,463	\$ 3,577	\$ 3,694	\$ 3,812	\$ 3,933	\$ 73,802
\$ 628	\$ 650	\$ 673	\$ 696	\$ 720	\$ 744	\$ 768	\$ 793	\$ 819	\$ 845	\$ 15,852
\$ 209	\$ 217	\$ 224	\$ 232	\$ 240	\$ 248	\$ 256	\$ 264	\$ 273	\$ 282	\$ 5,283
\$ 4,474	\$ 4,632	\$ 4,793	\$ 4,958	\$ 5,125	\$ 5,297	\$ 5,471	\$ 5,649	\$ 5,831	\$ 6,016	\$ 112,880
\$ 209	\$ 217	\$ 224	\$ 232	\$ 240	\$ 248	\$ 256	\$ 264	\$ 273	\$ 282	\$ 5,283
\$ 374	\$ 388	\$ 401	\$ 415	\$ 429	\$ 443	\$ 458	\$ 473	\$ 488	\$ 504	\$ 9,447
\$ 1,936	\$ 2,005	\$ 2,074	\$ 2,146	\$ 2,218	\$ 2,292	\$ 2,368	\$ 2,445	\$ 2,524	\$ 2,604	\$ 48,854
\$ 130	\$ 135	\$ 139	\$ 144	\$ 149	\$ 154	\$ 159	\$ 164	\$ 169	\$ 175	\$ 3,279
\$ 1,162	\$ 1,203	\$ 1,245	\$ 1,288	\$ 1,332	\$ 1,376	\$ 1,422	\$ 1,468	\$ 1,515	\$ 1,563	\$ 29,329
\$ 13,423	\$ 13,897	\$ 14,381	\$ 14,875	\$ 15,378	\$ 15,892	\$ 16,415	\$ 16,950	\$ 17,495	\$ 18,050	\$ 338,679
\$ 5,089	\$ 5,191	\$ 5,295	\$ 5,401	\$ 5,509	\$ 5,619	\$ 5,731	\$ 5,846	\$ 5,963	\$ 6,082	\$ 138,946
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 49	\$ 51	\$ 53	\$ 55	\$ 57	\$ 59	\$ 60	\$ 62	\$ 64	\$ 66	\$ 1,248
\$ 5,089	\$ 5,191	\$ 5,295	\$ 5,401	\$ 5,509	\$ 5,619	\$ 5,731	\$ 5,846	\$ 5,963	\$ 6,082	\$ 138,946

CentrePort Apartments
Residential Capture
October 2025

			NEZ Period							
Estimated Taxable Value (TV) Increase Rate:			2%							
	Plan Year		1	2	3	4	5	6	7	8
	Calendar Year		2028	2029	2030	2031	2032	2033	2034	2035
	*Base Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Estimated New TV		\$ 7,600,000	\$ 7,752,000	\$ 7,907,040	\$ 8,065,181	\$ 8,226,484	\$ 8,391,014	\$ 8,558,834	\$ 8,730,011
Incremental Difference (New TV - Base TV)			\$ 7,600,000	\$ 7,752,000	\$ 7,907,040	\$ 8,065,181	\$ 8,226,484	\$ 8,391,014	\$ 8,558,834	\$ 8,730,011
26.93										
School Capture	Millage Rate	NEZ Rate								
State Education Tax (SET)	6.0000	2.6013	\$ 19,770	\$ 20,165	\$ 20,569	\$ 20,980	\$ 21,400	\$ 21,828	\$ 22,264	\$ 22,710
School Operating Tax	17.5695	7.6173	\$ 57,892	\$ 59,049	\$ 60,230	\$ 61,435	\$ 62,664	\$ 63,917	\$ 65,195	\$ 66,499
School Total	23.5695	10.2186	\$ 77,662	\$ 79,215	\$ 80,799	\$ 82,415	\$ 84,063	\$ 85,745	\$ 87,459	\$ 89,209
Local Capture	Millage Rate	NEZ Rate								
County Public Safety	1.4344	0.6219	\$ 4,726	\$ 4,821	\$ 4,917	\$ 5,016	\$ 5,116	\$ 5,218	\$ 5,323	\$ 5,429
County 911	0.6442	0.2793	\$ 2,123	\$ 2,165	\$ 2,208	\$ 2,253	\$ 2,298	\$ 2,344	\$ 2,390	\$ 2,438
County Housing	0.7434	0.3223	\$ 2,450	\$ 2,498	\$ 2,548	\$ 2,599	\$ 2,651	\$ 2,704	\$ 2,759	\$ 2,814
County Seniors	0.3462	0.1501	\$ 1,141	\$ 1,164	\$ 1,187	\$ 1,211	\$ 1,235	\$ 1,259	\$ 1,285	\$ 1,310
County Veteran Fund	0.0997	0.0432	\$ 329	\$ 335	\$ 342	\$ 349	\$ 356	\$ 363	\$ 370	\$ 377
KRESA ISD	6.9565	3.0160	\$ 22,922	\$ 23,380	\$ 23,848	\$ 24,325	\$ 24,811	\$ 25,307	\$ 25,814	\$ 26,330
Portage District Library	1.4942	0.6478	\$ 4,923	\$ 5,022	\$ 5,122	\$ 5,225	\$ 5,329	\$ 5,436	\$ 5,545	\$ 5,655
Library Extra	0.4980	0.2159	\$ 1,641	\$ 1,674	\$ 1,707	\$ 1,741	\$ 1,776	\$ 1,812	\$ 1,848	\$ 1,885
City Operating	10.6400	4.6130	\$ 35,059	\$ 35,760	\$ 36,475	\$ 37,205	\$ 37,949	\$ 38,708	\$ 39,482	\$ 40,272
School Site SF	0.4980	0.2159	\$ 1,641	\$ 1,674	\$ 1,707	\$ 1,741	\$ 1,776	\$ 1,812	\$ 1,848	\$ 1,885
Cen Cnty Transit	0.8905	0.3861	\$ 2,934	\$ 2,993	\$ 3,053	\$ 3,114	\$ 3,176	\$ 3,240	\$ 3,304	\$ 3,370
County Operating	4.6049	1.9965	\$ 15,173	\$ 15,477	\$ 15,786	\$ 16,102	\$ 16,424	\$ 16,752	\$ 17,087	\$ 17,429
County Transit	0.3091	0.1340	\$ 1,018	\$ 1,039	\$ 1,060	\$ 1,081	\$ 1,102	\$ 1,124	\$ 1,147	\$ 1,170
KVCC	2.7645	1.1986	\$ 9,109	\$ 9,291	\$ 9,477	\$ 9,667	\$ 9,860	\$ 10,057	\$ 10,258	\$ 10,463
Local Total	31.92360	13.84056	\$ 105,188	\$ 107,292	\$ 109,438	\$ 111,627	\$ 113,859	\$ 116,136	\$ 118,459	\$ 120,828
Non-Capturable Millages	Millage Rate	NEZ Rate								
School Debt	6.8500	2.9698	\$ 22,571	\$ 23,022	\$ 23,483	\$ 23,952	\$ 24,431	\$ 24,920	\$ 25,418	\$ 25,927
KRESA Debt	0.0000	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Juvenile	0.1176	0.0510	\$ 387	\$ 395	\$ 403	\$ 411	\$ 419	\$ 428	\$ 436	\$ 445
Total Non-Capturable Taxes	6.9676	3.0208	\$ 22,571	\$ 23,022	\$ 23,483	\$ 23,952	\$ 24,431	\$ 24,920	\$ 25,418	\$ 25,927
	62.4607	27.0800								

Footnotes:

NEZ Rate 27.08
Reduction proportion 0.4336
FTV provided by City of Portage 8/27/25
** NEZ Phase in only applies to County and City Millages

CentrePort Apartments
Residential Capture
October 2025

				NEZ Phase In								
9	10	11	12	13	14	15	16	17	18	19	20	
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 8,904,611	\$ 9,082,704	\$ 9,264,358	\$ 9,449,645	\$ 9,638,638	\$ 9,831,410	\$ 10,028,039	\$ 10,228,599	\$ 10,433,171	\$ 10,641,835	\$ 10,854,671	\$ 11,071,765	
\$ 8,904,611	\$ 9,082,704	\$ 9,264,358	\$ 9,449,645	\$ 9,638,638	\$ 9,831,410	\$ 10,028,039	\$ 10,228,599	\$ 10,433,171	\$ 10,641,835	\$ 10,854,671	\$ 11,071,765	
\$ 23,164	\$ 23,627	\$ 24,100	\$ 24,582	\$ 57,832	\$ 58,988	\$ 60,168	\$ 61,372	\$ 62,599	\$ 63,851	\$ 65,128	\$ 66,431	
\$ 67,829	\$ 69,186	\$ 70,569	\$ 71,981	\$ 169,346	\$ 172,733	\$ 176,188	\$ 179,711	\$ 183,306	\$ 186,972	\$ 190,711	\$ 194,525	
\$ 90,993	\$ 92,813	\$ 94,669	\$ 96,562	\$ 227,178	\$ 231,721	\$ 236,356	\$ 241,083	\$ 245,905	\$ 250,823	\$ 255,839	\$ 260,956	
\$ 5,538	\$ 5,648	\$ 5,761	\$ 5,877	\$ 13,826	\$ 14,102	\$ 14,384	\$ 14,672	\$ 14,965	\$ 15,265	\$ 15,570	\$ 15,881	
\$ 2,487	\$ 2,537	\$ 2,587	\$ 2,639	\$ 6,209	\$ 6,333	\$ 6,460	\$ 6,589	\$ 6,721	\$ 6,855	\$ 6,993	\$ 7,132	
\$ 2,870	\$ 2,927	\$ 2,986	\$ 3,046	\$ 7,165	\$ 7,309	\$ 7,455	\$ 7,604	\$ 7,756	\$ 7,911	\$ 8,069	\$ 8,231	
\$ 1,337	\$ 1,363	\$ 1,391	\$ 1,418	\$ 3,337	\$ 3,404	\$ 3,472	\$ 3,541	\$ 3,612	\$ 3,684	\$ 3,758	\$ 3,833	
\$ 385	\$ 393	\$ 400	\$ 408	\$ 961	\$ 980	\$ 1,000	\$ 1,020	\$ 1,040	\$ 1,061	\$ 1,082	\$ 1,104	
\$ 26,856	\$ 27,394	\$ 27,941	\$ 28,500	\$ 67,051	\$ 68,392	\$ 69,760	\$ 71,155	\$ 72,578	\$ 74,030	\$ 75,511	\$ 77,021	
\$ 5,769	\$ 5,884	\$ 6,002	\$ 6,122	\$ 14,402	\$ 14,690	\$ 14,984	\$ 15,284	\$ 15,589	\$ 15,901	\$ 16,219	\$ 16,543	
\$ 1,923	\$ 1,961	\$ 2,000	\$ 2,040	\$ 4,800	\$ 4,896	\$ 4,994	\$ 5,094	\$ 5,196	\$ 5,300	\$ 5,406	\$ 5,514	
\$ 41,077	\$ 41,899	\$ 42,736	\$ 43,591	\$ 64,097	\$ 78,455	\$ 93,361	\$ 108,832	\$ 111,009	\$ 113,229	\$ 115,494	\$ 117,804	
\$ 1,923	\$ 1,961	\$ 2,000	\$ 2,040	\$ 4,800	\$ 4,896	\$ 4,994	\$ 5,094	\$ 5,196	\$ 5,300	\$ 5,406	\$ 5,514	
\$ 3,438	\$ 3,507	\$ 3,577	\$ 3,648	\$ 8,583	\$ 8,755	\$ 8,930	\$ 9,109	\$ 9,291	\$ 9,477	\$ 9,666	\$ 9,859	
\$ 17,778	\$ 18,133	\$ 18,496	\$ 18,866	\$ 27,741	\$ 33,954	\$ 40,406	\$ 47,102	\$ 48,044	\$ 49,005	\$ 49,985	\$ 50,984	
\$ 1,193	\$ 1,217	\$ 1,242	\$ 1,266	\$ 2,979	\$ 3,039	\$ 3,100	\$ 3,162	\$ 3,225	\$ 3,289	\$ 3,355	\$ 3,422	
\$ 10,673	\$ 10,886	\$ 11,104	\$ 11,326	\$ 26,646	\$ 27,179	\$ 27,723	\$ 28,277	\$ 28,843	\$ 29,419	\$ 30,008	\$ 30,608	
\$ 123,245	\$ 125,710	\$ 128,224	\$ 130,788	\$ 252,597	\$ 276,384	\$ 301,022	\$ 326,534	\$ 333,064	\$ 339,726	\$ 346,520	\$ 353,451	
\$ 26,445	\$ 26,974	\$ 27,514	\$ 28,064	\$ 66,025	\$ 67,345	\$ 68,692	\$ 70,066	\$ 71,467	\$ 72,897	\$ 74,354	\$ 75,842	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 454	\$ 463	\$ 472	\$ 482	\$ 1,134	\$ 1,156	\$ 1,179	\$ 1,203	\$ 1,227	\$ 1,251	\$ 1,277	\$ 1,302	
\$ 26,445	\$ 26,974	\$ 27,514	\$ 28,064	\$ 66,025	\$ 67,345	\$ 68,692	\$ 70,066	\$ 71,467	\$ 72,897	\$ 74,354	\$ 75,842	

CentrePort Apartments
Residential Capture
October 2025

21	22	23	24	25	26	27	28	29	30	TOTAL
2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,293,200	\$ 11,519,064	\$ 11,749,445	\$ 11,984,434	\$ 12,224,123	\$ 12,468,606	\$ 12,717,978	\$ 12,972,337	\$ 13,231,784	\$ 13,496,420	\$ -
\$ 11,293,200	\$ 11,519,064	\$ 11,749,445	\$ 11,984,434	\$ 12,224,123	\$ 12,468,606	\$ 12,717,978	\$ 12,972,337	\$ 13,231,784	\$ 13,496,420	\$ -
\$ 67,759	\$ 69,114	\$ 70,497	\$ 71,907	\$ 73,345						\$ 1,114,147
\$ 198,416	\$ 202,384	\$ 206,432	\$ 210,561	\$ 214,772						\$ 3,262,502
\$ 266,175	\$ 271,499	\$ 276,929	\$ 282,467	\$ 288,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,376,649
\$ 16,199	\$ 16,523	\$ 16,853	\$ 17,190	\$ 17,534	\$ 17,885	\$ 18,243	\$ 18,608	\$ 18,980	\$ 19,359	\$ 359,430
\$ 7,275	\$ 7,421	\$ 7,569	\$ 7,720	\$ 7,875	\$ 8,032	\$ 8,193	\$ 8,357	\$ 8,524	\$ 8,694	\$ 161,423
\$ 8,395	\$ 8,563	\$ 8,735	\$ 8,909	\$ 9,087	\$ 9,269	\$ 9,455	\$ 9,644	\$ 9,837	\$ 10,033	\$ 186,280
\$ 3,910	\$ 3,988	\$ 4,068	\$ 4,149	\$ 4,232	\$ 4,317	\$ 4,403	\$ 4,491	\$ 4,581	\$ 4,672	\$ 86,750
\$ 1,126	\$ 1,148	\$ 1,171	\$ 1,195	\$ 1,219	\$ 1,243	\$ 1,268	\$ 1,293	\$ 1,319	\$ 1,346	\$ 24,983
\$ 78,561	\$ 80,132	\$ 81,735	\$ 83,370	\$ 85,037	\$ 86,738	\$ 88,473	\$ 90,242	\$ 92,047	\$ 93,888	\$ 1,743,148
\$ 16,874	\$ 17,212	\$ 17,556	\$ 17,907	\$ 18,265	\$ 18,631	\$ 19,003	\$ 19,383	\$ 19,771	\$ 20,166	\$ 374,414
\$ 5,624	\$ 5,736	\$ 5,851	\$ 5,968	\$ 6,088	\$ 6,209	\$ 6,334	\$ 6,460	\$ 6,589	\$ 6,721	\$ 124,788
\$ 120,160	\$ 122,563	\$ 125,014	\$ 127,514	\$ 130,065	\$ 132,666	\$ 135,319	\$ 138,026	\$ 140,786	\$ 143,602	\$ 2,588,207
\$ 5,624	\$ 5,736	\$ 5,851	\$ 5,968	\$ 6,088	\$ 6,209	\$ 6,334	\$ 6,460	\$ 6,589	\$ 6,721	\$ 124,788
\$ 10,057	\$ 10,258	\$ 10,463	\$ 10,672	\$ 10,886	\$ 11,103	\$ 11,325	\$ 11,552	\$ 11,783	\$ 12,019	\$ 223,140
\$ 52,004	\$ 53,044	\$ 54,105	\$ 55,187	\$ 56,291	\$ 57,417	\$ 58,565	\$ 59,736	\$ 60,931	\$ 62,150	\$ 1,120,153
\$ 3,491	\$ 3,561	\$ 3,632	\$ 3,704	\$ 3,778	\$ 3,854	\$ 3,931	\$ 4,010	\$ 4,090	\$ 4,172	\$ 77,454
\$ 31,220	\$ 31,844	\$ 32,481	\$ 33,131	\$ 33,794	\$ 34,469	\$ 35,159	\$ 35,862	\$ 36,579	\$ 37,311	\$ 692,724
\$ 360,520	\$ 367,730	\$ 375,085	\$ 382,586	\$ 390,238	\$ 398,043	\$ 406,004	\$ 414,124	\$ 422,406	\$ 430,854	\$ 7,887,681
\$ 77,358	\$ 78,906	\$ 80,484	\$ 82,093	\$ 83,735	\$ 85,410	\$ 87,118	\$ 88,861	\$ 90,638	\$ 92,450	\$ 1,716,462
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 1,328	\$ 1,355	\$ 1,382	\$ 1,409	\$ 1,438	\$ 1,466	\$ 1,496	\$ 1,526	\$ 1,556	\$ 1,587	\$ 29,468
\$ 77,358	\$ 78,906	\$ 80,484	\$ 82,093	\$ 83,735	\$ 85,410	\$ 87,118	\$ 88,861	\$ 90,638	\$ 92,450	\$ 1,716,462

CentrePort Apartments

Summary Capture

October 2025

			NEZ Period									
Estimated Taxable Value (TV) Increase Rate:			2%									
	Plan Year		1	2	3	4	5	6	7	8	9	
	Calendar Year		2028	2029	2030	2031	2032	2033	2034	2035	2036	
	*Base Taxable Value		\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	
	Estimated New TV		\$ 8,100,000	\$ 8,262,000	\$ 8,427,240	\$ 8,595,785	\$ 8,767,700	\$ 8,943,055	\$ 9,121,916	\$ 9,304,354	\$ 9,490,441	
Incremental Difference (New TV - Base TV)			\$ 7,777,500	\$ 7,939,500	\$ 8,104,740	\$ 8,273,285	\$ 8,445,200	\$ 8,620,555	\$ 8,799,416	\$ 8,981,854	\$ 9,167,941	
26.93												
School Capture	Millage Rate	NEZ Rate										
State Education Tax (SET)	6.0000	2.6013	\$ 20,835	\$ 21,290	\$ 21,755	\$ 22,229	\$ 22,712	\$ 23,205	\$ 23,708	\$ 24,221	\$ 24,744	
School Operating Tax	17.5695	7.6173	\$ 61,010	\$ 62,344	\$ 63,704	\$ 65,091	\$ 66,506	\$ 67,950	\$ 69,422	\$ 70,924	\$ 72,456	
School Total	23.5695	10.2186	\$ 81,845	\$ 83,634	\$ 85,459	\$ 87,320	\$ 89,218	\$ 91,155	\$ 93,130	\$ 95,144	\$ 97,199	
Local Capture	Millage Rate	NEZ Rate										
County Public Safety	1.4344	0.6219	\$ 4,981	\$ 5,090	\$ 5,201	\$ 5,314	\$ 5,430	\$ 5,548	\$ 5,668	\$ 5,790	\$ 5,915	
County 911	0.6442	0.2793	\$ 2,237	\$ 2,286	\$ 2,336	\$ 2,387	\$ 2,439	\$ 2,491	\$ 2,545	\$ 2,600	\$ 2,657	
County Housing	0.7434	0.3223	\$ 2,581	\$ 2,638	\$ 2,695	\$ 2,754	\$ 2,814	\$ 2,875	\$ 2,937	\$ 3,001	\$ 3,066	
County Seniors	0.3462	0.1501	\$ 1,202	\$ 1,228	\$ 1,255	\$ 1,283	\$ 1,310	\$ 1,339	\$ 1,368	\$ 1,398	\$ 1,428	
County Veteran Fund	0.0997	0.0432	\$ 346	\$ 354	\$ 361	\$ 369	\$ 377	\$ 386	\$ 394	\$ 402	\$ 411	
KRESA ISD	6.9565	3.0160	\$ 24,156	\$ 24,684	\$ 25,223	\$ 25,772	\$ 26,333	\$ 26,904	\$ 27,487	\$ 28,082	\$ 28,688	
Portage District Library	1.4942	0.6478	\$ 5,189	\$ 5,302	\$ 5,418	\$ 5,536	\$ 5,656	\$ 5,779	\$ 5,904	\$ 6,032	\$ 6,162	
Library Extra	0.4980	0.2159	\$ 1,729	\$ 1,767	\$ 1,806	\$ 1,845	\$ 1,885	\$ 1,926	\$ 1,968	\$ 2,010	\$ 2,054	
City Operating	10.6400	4.6130	\$ 36,947	\$ 37,755	\$ 38,579	\$ 39,419	\$ 40,276	\$ 41,150	\$ 42,042	\$ 42,951	\$ 43,879	
School Site SF	0.4980	0.2159	\$ 1,729	\$ 1,767	\$ 1,806	\$ 1,845	\$ 1,885	\$ 1,926	\$ 1,968	\$ 2,010	\$ 2,054	
Cen Cnty Transit	0.8905	0.3861	\$ 3,092	\$ 3,160	\$ 3,229	\$ 3,299	\$ 3,371	\$ 3,444	\$ 3,519	\$ 3,595	\$ 3,672	
County Operating	4.6049	1.9965	\$ 15,991	\$ 16,340	\$ 16,697	\$ 17,060	\$ 17,431	\$ 17,809	\$ 18,195	\$ 18,589	\$ 18,990	
County Transit	0.3091	0.1340	\$ 1,073	\$ 1,097	\$ 1,121	\$ 1,145	\$ 1,170	\$ 1,195	\$ 1,221	\$ 1,248	\$ 1,275	
KVCC	2.7645	1.1986	\$ 9,600	\$ 9,810	\$ 10,024	\$ 10,242	\$ 10,465	\$ 10,692	\$ 10,923	\$ 11,160	\$ 11,401	
Local Total	31.92360	13.84056	\$ 110,855	\$ 113,278	\$ 115,749	\$ 118,270	\$ 120,841	\$ 123,464	\$ 126,139	\$ 128,868	\$ 131,651	
Non-Capturable Millages	Millage Rate	NEZ Rate										
School Debt	6.8500	2.9698	\$ 25,996	\$ 26,516	\$ 27,046	\$ 27,587	\$ 28,139	\$ 28,701	\$ 29,275	\$ 29,861	\$ 30,458	
KRESA Debt	0.0000	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Juvenile	0.1176	0.0510	\$ 408	\$ 417	\$ 426	\$ 436	\$ 445	\$ 455	\$ 465	\$ 475	\$ 485	
Total Non-Capturable Taxes	6.9676	3.0208	\$ 25,996	\$ 26,516	\$ 27,046	\$ 27,587	\$ 28,139	\$ 28,701	\$ 29,275	\$ 29,861	\$ 30,458	
	62.4607	27.0800										

Total Tax Increment Revenue (TIR) Available for Capture	\$ 192,700	\$ 196,912	\$ 201,208	\$ 205,590	\$ 210,060	\$ 214,619	\$ 219,269	\$ 224,012	\$ 228,851
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Footnotes:	
NEZ Rate	27.08
Reduction proportion	0.4336
FTV provided by City of Portage 8/27/25	
** NEZ Phase in only applies to County and City Millages	

CentrePort Apartments
Summary Capture
October 2025

			NEZ Phase In								
10	11	12	13	14	15	16	17	18	19	20	21
2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500
\$ 9,680,250	\$ 9,873,855	\$ 10,071,332	\$ 10,272,759	\$ 10,478,214	\$ 10,687,778	\$ 10,901,534	\$ 11,119,564	\$ 11,341,955	\$ 11,568,795	\$ 11,800,170	\$ 12,036,174
\$ 9,357,750	\$ 9,551,355	\$ 9,748,832	\$ 9,950,259	\$ 10,155,714	\$ 10,365,278	\$ 10,579,034	\$ 10,797,064	\$ 11,019,455	\$ 11,246,295	\$ 11,477,670	\$ 11,713,674

\$ 25,277	\$ 25,822	\$ 26,377	\$ 59,702	\$ 60,934	\$ 62,192	\$ 63,474	\$ 64,782	\$ 66,117	\$ 67,478	\$ 68,866	\$ 70,282
\$ 74,018	\$ 75,612	\$ 77,237	\$ 174,821	\$ 178,431	\$ 182,113	\$ 185,868	\$ 189,699	\$ 193,606	\$ 197,592	\$ 201,657	\$ 205,803
\$ 99,295	\$ 101,433	\$ 103,614	\$ 234,523	\$ 239,365	\$ 244,304	\$ 249,343	\$ 254,481	\$ 259,723	\$ 265,070	\$ 270,523	\$ 276,085

\$ 6,043	\$ 6,173	\$ 6,306	\$ 14,273	\$ 14,567	\$ 14,868	\$ 15,175	\$ 15,487	\$ 15,806	\$ 16,132	\$ 16,464	\$ 16,802
\$ 2,714	\$ 2,772	\$ 2,832	\$ 6,410	\$ 6,542	\$ 6,677	\$ 6,815	\$ 6,955	\$ 7,099	\$ 7,245	\$ 7,394	\$ 7,546
\$ 3,132	\$ 3,199	\$ 3,268	\$ 7,397	\$ 7,550	\$ 7,706	\$ 7,864	\$ 8,027	\$ 8,192	\$ 8,360	\$ 8,533	\$ 8,708
\$ 1,458	\$ 1,490	\$ 1,522	\$ 3,445	\$ 3,516	\$ 3,588	\$ 3,662	\$ 3,738	\$ 3,815	\$ 3,893	\$ 3,974	\$ 4,055
\$ 420	\$ 429	\$ 438	\$ 992	\$ 1,013	\$ 1,033	\$ 1,055	\$ 1,076	\$ 1,099	\$ 1,121	\$ 1,144	\$ 1,168
\$ 29,307	\$ 29,938	\$ 30,582	\$ 69,219	\$ 70,648	\$ 72,106	\$ 73,593	\$ 75,110	\$ 76,657	\$ 78,235	\$ 79,844	\$ 81,486
\$ 6,295	\$ 6,430	\$ 6,569	\$ 14,868	\$ 15,175	\$ 15,488	\$ 15,807	\$ 16,133	\$ 16,465	\$ 16,804	\$ 17,150	\$ 17,503
\$ 2,098	\$ 2,143	\$ 2,189	\$ 4,955	\$ 5,058	\$ 5,162	\$ 5,268	\$ 5,377	\$ 5,488	\$ 5,601	\$ 5,716	\$ 5,833
\$ 44,825	\$ 45,790	\$ 46,775	\$ 67,413	\$ 81,905	\$ 96,949	\$ 112,561	\$ 114,881	\$ 117,247	\$ 119,661	\$ 122,122	\$ 124,633
\$ 2,098	\$ 2,143	\$ 2,189	\$ 4,955	\$ 5,058	\$ 5,162	\$ 5,268	\$ 5,377	\$ 5,488	\$ 5,601	\$ 5,716	\$ 5,833
\$ 3,752	\$ 3,832	\$ 3,915	\$ 8,861	\$ 9,044	\$ 9,230	\$ 9,421	\$ 9,615	\$ 9,813	\$ 10,015	\$ 10,221	\$ 10,431
\$ 19,400	\$ 19,818	\$ 20,244	\$ 29,176	\$ 35,448	\$ 41,959	\$ 48,715	\$ 49,719	\$ 50,743	\$ 51,788	\$ 52,854	\$ 53,940
\$ 1,302	\$ 1,330	\$ 1,359	\$ 3,076	\$ 3,139	\$ 3,204	\$ 3,270	\$ 3,337	\$ 3,406	\$ 3,476	\$ 3,548	\$ 3,621
\$ 11,646	\$ 11,897	\$ 12,153	\$ 27,507	\$ 28,075	\$ 28,655	\$ 29,246	\$ 29,848	\$ 30,463	\$ 31,090	\$ 31,730	\$ 32,382
\$ 134,490	\$ 137,386	\$ 140,340	\$ 262,546	\$ 286,737	\$ 311,787	\$ 337,721	\$ 344,681	\$ 351,781	\$ 359,022	\$ 366,409	\$ 373,943

\$ 31,067	\$ 31,689	\$ 32,322	\$ 70,368	\$ 71,776	\$ 73,211	\$ 74,676	\$ 76,169	\$ 77,692	\$ 79,246	\$ 80,831	\$ 82,448
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 495	\$ 506	\$ 517	\$ 1,170	\$ 1,194	\$ 1,219	\$ 1,244	\$ 1,270	\$ 1,296	\$ 1,323	\$ 1,350	\$ 1,378
\$ 31,067	\$ 31,689	\$ 32,322	\$ 70,368	\$ 71,776	\$ 73,211	\$ 74,676	\$ 76,169	\$ 77,692	\$ 79,246	\$ 80,831	\$ 82,448

\$ 233,786	\$ 238,819	\$ 243,954	\$ 497,068	\$ 526,102	\$ 556,092	\$ 587,063	\$ 599,163	\$ 611,504	\$ 624,092	\$ 636,932	\$ 650,028
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CentrePort Apartments
Summary Capture
October 2025

22	23	24	25	26	27	28	29	30	TOTAL
2049	2050	2051	2052	2053	2054	2055	2056	2057	
\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ 322,500	\$ -
\$ 12,276,897	\$ 12,522,435	\$ 12,772,884	\$ 13,028,342	\$ 13,288,909	\$ 13,554,687	\$ 13,825,780	\$ 14,102,296	\$ 14,384,342	\$ -
\$ 11,954,397	\$ 12,199,935	\$ 12,450,384	\$ 12,705,842	\$ 12,966,409	\$ 13,232,187	\$ 13,503,280	\$ 13,779,796	\$ 14,061,842	\$ -
\$ 71,726	\$ 73,200	\$ 74,702	\$ 76,235						\$ 1,161,863
\$ 210,033	\$ 214,347	\$ 218,747	\$ 223,235						\$ 3,402,226
\$ 281,759	\$ 287,546	\$ 293,449	\$ 299,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,564,089
\$ 17,147	\$ 17,500	\$ 17,859	\$ 18,225	\$ 18,599	\$ 18,980	\$ 19,369	\$ 19,766	\$ 20,170	\$ 374,647
\$ 7,701	\$ 7,859	\$ 8,021	\$ 8,185	\$ 8,353	\$ 8,524	\$ 8,699	\$ 8,877	\$ 9,059	\$ 168,257
\$ 8,887	\$ 9,069	\$ 9,256	\$ 9,446	\$ 9,639	\$ 9,837	\$ 10,038	\$ 10,244	\$ 10,454	\$ 194,167
\$ 4,139	\$ 4,224	\$ 4,310	\$ 4,399	\$ 4,489	\$ 4,581	\$ 4,675	\$ 4,771	\$ 4,868	\$ 90,423
\$ 1,192	\$ 1,216	\$ 1,241	\$ 1,267	\$ 1,293	\$ 1,319	\$ 1,346	\$ 1,374	\$ 1,402	\$ 26,040
\$ 83,161	\$ 84,869	\$ 86,611	\$ 88,388	\$ 90,201	\$ 92,050	\$ 93,936	\$ 95,859	\$ 97,821	\$ 1,816,950
\$ 17,862	\$ 18,229	\$ 18,603	\$ 18,985	\$ 19,374	\$ 19,772	\$ 20,177	\$ 20,590	\$ 21,011	\$ 390,266
\$ 5,953	\$ 6,076	\$ 6,200	\$ 6,328	\$ 6,457	\$ 6,590	\$ 6,725	\$ 6,862	\$ 7,003	\$ 130,071
\$ 127,195	\$ 129,807	\$ 132,472	\$ 135,190	\$ 137,963	\$ 140,790	\$ 143,675	\$ 146,617	\$ 149,618	\$ 2,701,087
\$ 5,953	\$ 6,076	\$ 6,200	\$ 6,328	\$ 6,457	\$ 6,590	\$ 6,725	\$ 6,862	\$ 7,003	\$ 130,071
\$ 10,645	\$ 10,864	\$ 11,087	\$ 11,315	\$ 11,547	\$ 11,783	\$ 12,025	\$ 12,271	\$ 12,522	\$ 232,587
\$ 55,049	\$ 56,179	\$ 57,333	\$ 58,509	\$ 59,709	\$ 60,933	\$ 62,181	\$ 63,455	\$ 64,753	\$ 1,169,007
\$ 3,695	\$ 3,771	\$ 3,848	\$ 3,927	\$ 4,008	\$ 4,090	\$ 4,174	\$ 4,259	\$ 4,347	\$ 80,733
\$ 33,048	\$ 33,727	\$ 34,419	\$ 35,125	\$ 35,846	\$ 36,580	\$ 37,330	\$ 38,094	\$ 38,874	\$ 722,053
\$ 381,627	\$ 389,466	\$ 397,461	\$ 405,616	\$ 413,934	\$ 422,419	\$ 431,073	\$ 439,901	\$ 448,905	\$ 8,226,360
\$ 84,097	\$ 85,779	\$ 87,494	\$ 89,244	\$ 91,029	\$ 92,850	\$ 94,707	\$ 96,601	\$ 98,533	\$ 1,855,407
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,406	\$ 1,435	\$ 1,464	\$ 1,494	\$ 1,525	\$ 1,556	\$ 1,588	\$ 1,621	\$ 1,654	\$ 30,716
\$ 84,097	\$ 85,779	\$ 87,494	\$ 89,244	\$ 91,029	\$ 92,850	\$ 94,707	\$ 96,601	\$ 98,533	\$ 1,855,407
\$ 663,387	\$ 677,012	\$ 690,910	\$ 705,087	\$ 413,934	\$ 422,419	\$ 431,073	\$ 439,901	\$ 448,905	\$ 12,790,450

Table 3

Reimbursement Schedule

CentrePort Apartments
Reimbursement
October 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	43.2%	\$ 2,666,780		\$ 2,666,780
Local	56.8%	\$ 7,403,724		\$ 7,403,724
TOTAL		\$ 10,070,504		\$ 10,070,504

Estimated Total Years of Plan:	30
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	Plan Year	1	2	3	4	5	6	7	8	9	10
		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Total State Incremental Revenue		\$ 81,845	\$ 83,634	\$ 85,459	\$ 87,320	\$ 89,218	\$ 91,155	\$ 93,130	\$ 95,144	\$ 97,199	\$ 99,295
State Brownfield Redevelopment Fund (50% of SET)		\$ 10,417	\$ 10,645	\$ 10,877	\$ 11,114	\$ 11,356	\$ 11,602	\$ 11,854	\$ 12,110	\$ 12,372	\$ 12,639
State TIR Available for Reimbursement		\$ 71,428	\$ 72,989	\$ 74,581	\$ 76,206	\$ 77,862	\$ 79,552	\$ 81,276	\$ 83,034	\$ 84,828	\$ 86,657
Total Local Incremental Revenue		\$ 110,855	\$ 113,278	\$ 115,749	\$ 118,270	\$ 120,841	\$ 123,464	\$ 126,139	\$ 128,868	\$ 131,651	\$ 134,490
BRA Administrative Fee (10%)		\$ 11,085	\$ 11,328	\$ 11,575	\$ 11,827	\$ 12,084	\$ 12,346	\$ 12,614	\$ 12,887	\$ 13,165	\$ 13,449
Local TIR Available for Reimbursement		\$ 99,769	\$ 101,950	\$ 104,174	\$ 106,443	\$ 108,757	\$ 111,118	\$ 113,525	\$ 115,981	\$ 118,486	\$ 121,041
Total State & Local TIR Available		\$ 171,197	\$ 174,939	\$ 178,756	\$ 182,649	\$ 186,620	\$ 190,670	\$ 194,801	\$ 199,015	\$ 203,314	\$ 207,698

DEVELOPER	Beginning Balance										
DEVELOPER Eligible Activity Balance	\$ 8,636,461	\$ 8,846,516	\$ 9,052,828	\$ 9,255,324	\$ 9,453,927	\$ 9,648,559	\$ 9,839,140	\$ 10,025,591	\$ 10,207,827	\$ 10,385,764	\$ 10,559,318

<u>Developer Gap Reimbursement</u>	\$ 6,258,420	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020
State Tax Reimbursement		\$ 71,428	\$ 72,989	\$ 74,581	\$ 76,206	\$ 77,862	\$ 79,552	\$ 81,276	\$ 83,034	\$ 84,828	\$ 86,657
Local Tax Reimbursement		\$ 99,769	\$ 101,950	\$ 104,174	\$ 106,443	\$ 108,757	\$ 111,118	\$ 113,525	\$ 115,981	\$ 118,486	\$ 121,041
Total Developer Reimbursement Balance		\$ 126,823	\$ 249,904	\$ 369,169	\$ 484,540	\$ 595,941	\$ 703,291	\$ 806,509	\$ 905,514	\$ 1,000,220	\$ 1,090,543

<u>Developer Hard Cost Reimbursement</u>	\$ 2,378,041	\$ -									
State Tax Reimbursement											
Local Tax Reimbursement											
Total City Reimbursement Balance		\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041

<u>Interest Accrual</u>	3.5%	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231
State Interest Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Interest Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Interest Reimbursement Balance		\$ 83,231	\$ 166,463	\$ 249,694	\$ 332,926	\$ 416,157	\$ 499,389	\$ 582,620	\$ 665,851	\$ 722,501	\$ 722,501
Total Annual Developer & City Reimbursement		\$ 171,197	\$ 174,939	\$ 178,756	\$ 182,649	\$ 186,620	\$ 190,670	\$ 194,801	\$ 199,015	\$ 203,314	\$ 207,698

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *											
State Tax Capture	\$ -										
Local Tax Capture	\$ -										
Total LBRF Capture	\$ -										

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

<u>Footnotes:</u>	
Interest is capped at amount of interest generated if NEZ was not part of project	\$ 722,501
City Investment Criteria: 1) Activation of Subarea (Lake Center); 2) Mixed Use; 3) Housing Development Activities; 4) Site Amenities	

CentrePort Apartments
Reimbursement
October 2025

Estimated Capture	\$ 12,790,450
Administrative Fees	\$ 822,636
State Brownfield Redevelopment Fund	\$ 580,932
Local Brownfield Revolving Fund	\$ 2,004,325

11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
\$ 101,433	\$ 103,614	\$ 234,523	\$ 239,365	\$ 244,304	\$ 249,343	\$ 254,481	\$ 259,723	\$ 265,070	\$ 270,523	\$ 276,085	\$ 281,759	\$ 287,546	\$ 293,449	\$ 299,470
\$ 12,911	\$ 13,188	\$ 29,851	\$ 30,467	\$ 31,096	\$ 31,737	\$ 32,391	\$ 33,058	\$ 33,739	\$ 34,433	\$ 35,141	\$ 35,863	\$ 36,600	\$ 37,351	\$ 38,118
\$ 88,523	\$ 90,426	\$ 204,672	\$ 208,898	\$ 213,209	\$ 217,605	\$ 222,090	\$ 226,665	\$ 231,331	\$ 236,090	\$ 240,944	\$ 245,896	\$ 250,947	\$ 256,098	\$ 261,353
\$ 137,386	\$ 140,340	\$ 262,546	\$ 286,737	\$ 311,787	\$ 337,721	\$ 344,681	\$ 351,781	\$ 359,022	\$ 366,409	\$ 373,943	\$ 381,627	\$ 389,466	\$ 397,461	\$ 405,616
\$ 13,739	\$ 14,034	\$ 26,255	\$ 28,674	\$ 31,179	\$ 33,772	\$ 34,468	\$ 35,178	\$ 35,902	\$ 36,641	\$ 37,394	\$ 38,163	\$ 38,947	\$ 39,746	\$ 40,562
\$ 123,647	\$ 126,306	\$ 236,291	\$ 258,064	\$ 280,609	\$ 303,949	\$ 310,213	\$ 316,603	\$ 323,120	\$ 329,768	\$ 336,548	\$ 343,465	\$ 350,519	\$ 357,715	\$ 365,055
\$ 212,170	\$ 216,731	\$ 440,963	\$ 466,961	\$ 493,817	\$ 521,554	\$ 532,303	\$ 543,267	\$ 554,451	\$ 565,858	\$ 577,493	\$ 589,361	\$ 601,466	\$ 613,813	\$ 626,407

\$ 10,728,400	\$ 10,892,920	\$ 10,833,208	\$ 10,747,498	\$ 10,634,932	\$ 10,494,630	\$ 10,343,578	\$ 10,181,562	\$ 10,001,030	\$ 9,799,718	\$ 9,576,988	\$ 9,023,743	\$ 8,437,341		
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\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ 298,020	\$ -	\$ -	\$ -	\$ -
\$ 88,523	\$ 90,426	\$ 204,672	\$ 208,898	\$ 213,209	\$ 217,605	\$ 222,090	\$ 226,665	\$ 148,936	\$ 128,672	\$ 128,672	\$ -	\$ -	\$ -	\$ -
\$ 123,647	\$ 126,306	\$ 236,291	\$ 258,064	\$ 280,609	\$ 303,949	\$ 310,213	\$ 316,603	\$ 196,019	\$ 169,348	\$ 169,348	\$ -	\$ -	\$ -	\$ -
\$ 1,176,393	\$ 1,257,681	\$ 1,114,739	\$ 945,797	\$ 750,000	\$ 526,466	\$ 292,182	\$ 46,935	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,394	\$ 107,418	\$ 112,272	\$ 245,896	\$ 250,947	\$ 185,832	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,101	\$ 160,420	\$ 167,200	\$ 343,465	\$ 350,519	\$ 244,577	\$ -
\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,378,041	\$ 2,168,546	\$ 1,900,708	\$ 1,621,235	\$ 1,031,874	\$ 430,409	\$ -	\$ -

\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 83,231	\$ 75,899	\$ 66,525	\$ 56,743	\$ 36,116	\$ 15,064	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,267	\$ 232,758
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113,138	\$ 306,338
\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 722,501	\$ 539,096	\$ -
\$ 212,170	\$ 216,731	\$ 440,963	\$ 466,961	\$ 493,817	\$ 521,554	\$ 532,303	\$ 543,267	\$ 554,451	\$ 565,858	\$ 577,493	\$ 589,361	\$ 601,466	\$ 613,813	\$ 539,096

														\$ 5,000
		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 58,716
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,716

CentrePort Apartments
Reimbursement
October 2025

26	27	28	29	30	
2053	2054	2055	2056	2057	TOTAL
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,564,089
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 580,932
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,983,158
\$ 413,934	\$ 422,419	\$ 431,073	\$ 439,901	\$ 448,905	\$ 8,226,360
\$ 41,393	\$ 42,242	\$ 43,107	\$ 43,990	\$ 44,890	\$ 822,636
\$ 372,541	\$ 380,177	\$ 387,966	\$ 395,911	\$ 404,014	\$ 7,403,724
\$ 372,541	\$ 380,177	\$ 387,966	\$ 395,911	\$ 404,014	
\$ -	\$ -	\$ -			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,666,780
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,591,640
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,258,420
					\$ 984,759
					\$ 1,393,282
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,748,513
					\$ 303,025
					\$ 419,476
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722,501
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,358,962
					\$ 5,000
\$ 372,541	\$ 380,177	\$ 387,966	\$ 395,911	\$ 404,014	\$ 1,999,325
\$ 372,541	\$ 380,177	\$ 387,966	\$ 395,911	\$ 404,014	\$ 2,004,325

Attachment A

Brownfield Plan Resolutions

Attachment B

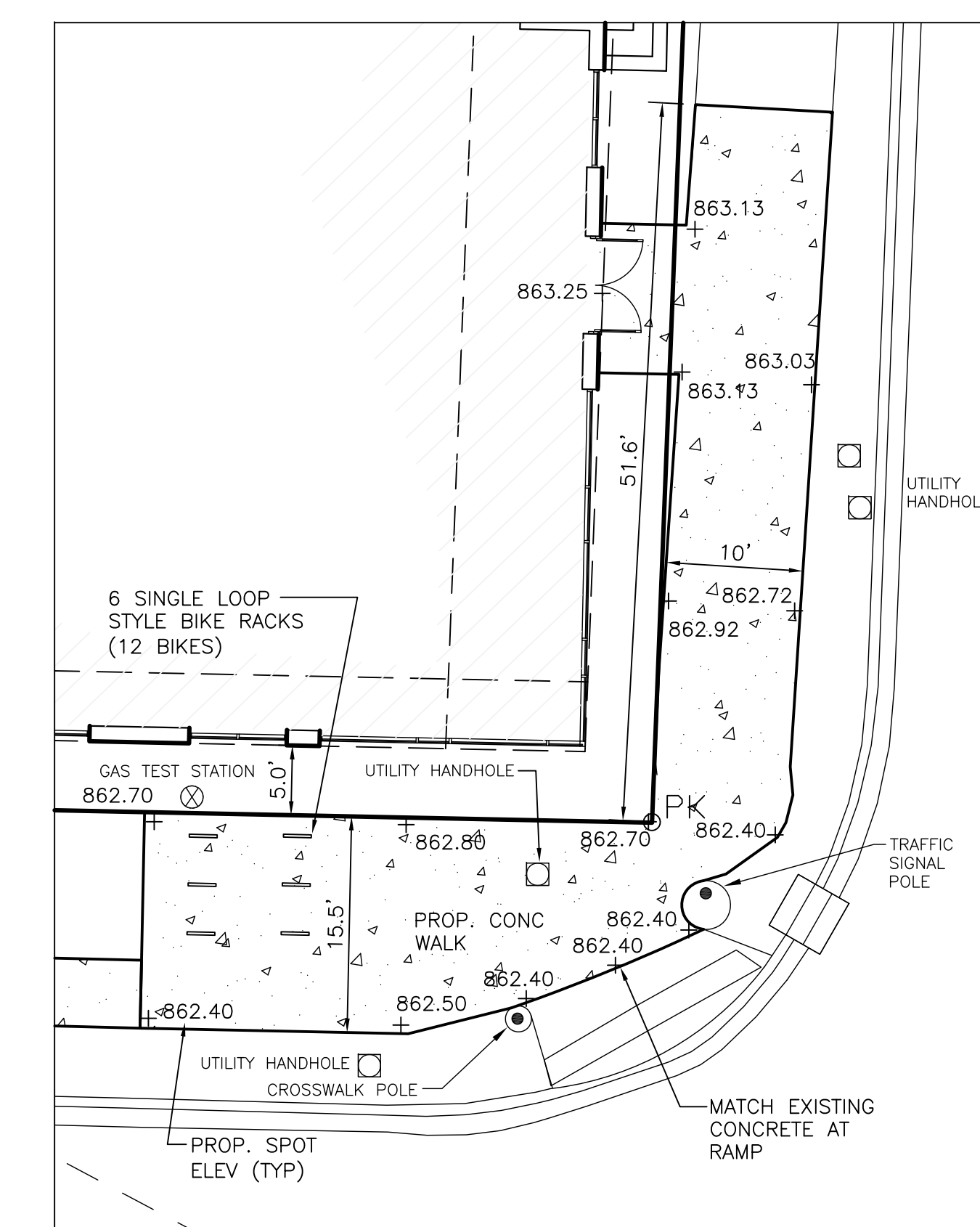
Reimbursement Agreement

Attachment C

Site Plan



See Sheet C4 for
Notes & Details



PROPOSED SIDEWALK DETAIL
SCALE: 1"=10'

NOT FOR CONSTRUCTION

Proposed Site Improvements For:

CentrePort Apartments

7920 PORTAGE RD
CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

For: Pinnacle Construction Group
1000 Front Ave. NW
Grand Rapids, MI 49504
616-451-0500

[illegible]

VENTURE
ENGINEERING PLLC

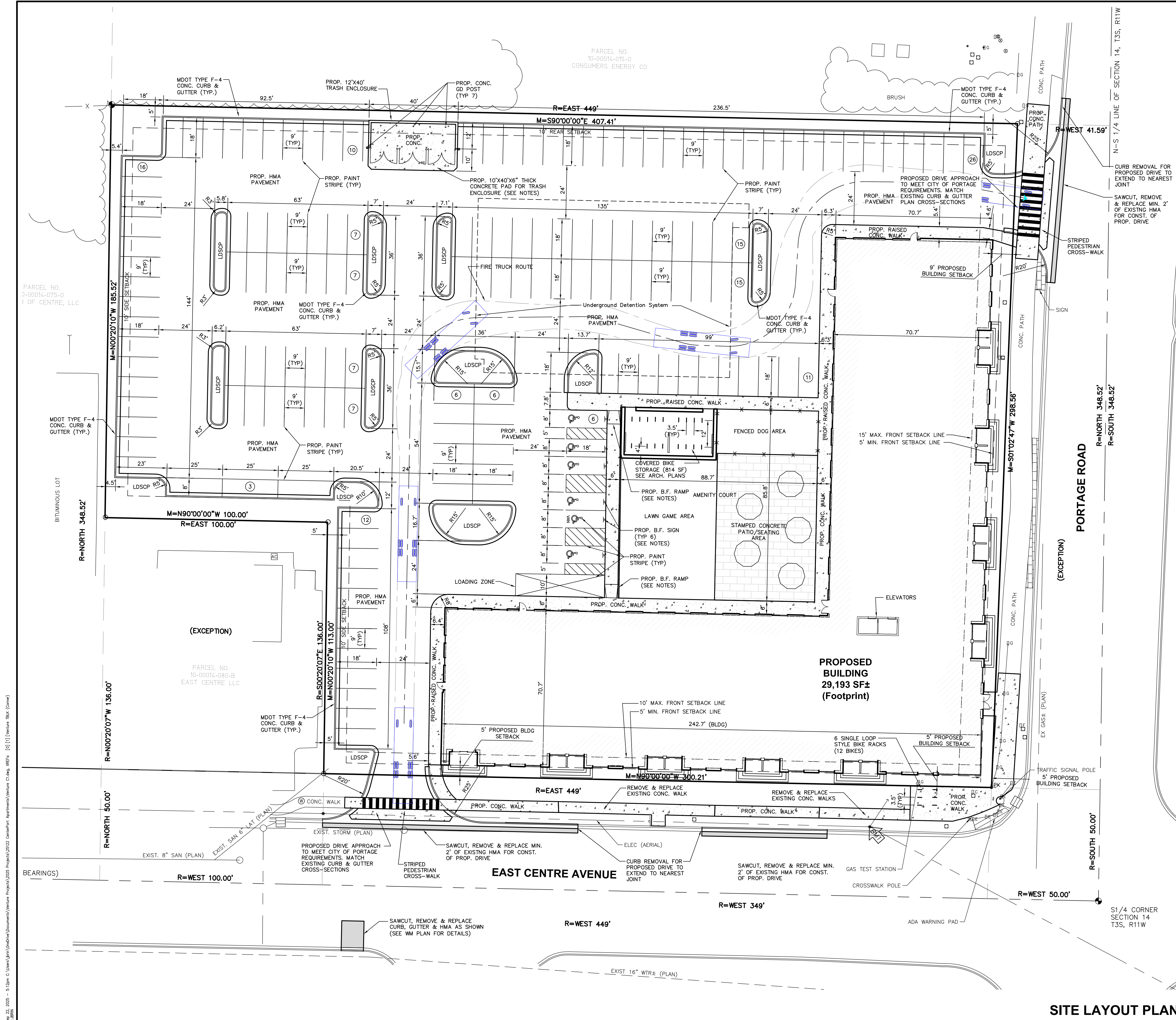
8515 Ridgebluff Dr. SW
Byron Center, MI 49315
616-490-0329
venturecivil.com

Drawn By:	JAC	Date:	08/2025	Chk'd By:	JMB	DATE	08/2025	Sheet
Project No.		25122						

Sheet: **C1**

SITE LAYOUT PLAN

(85)



Attachment D

Housing Study

An excerpt of the W.E. Upjohn Institute Kalamazoo County Housing Plan dated July 2022 is included in this Plan, which includes the Introduction, Executive Summary, and Methodology. The complete Kalamazoo County Housing Plan can be found here:

https://www.kalcounty.com/housing/pdf_files/Kalamazoo%20County%20Housing%20Plan%20final%208.15.22.pdf

CENTREPORT APARTMENTS

DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT, is made and entered into effective as of the latter of the signature dates below, by and among the City of Portage “Brownfield Redevelopment Authority” a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 7900 South Westnedge Avenue, Portage, Michigan 49024 (the “Authority”) and 7920 PARTNERS, LLC, a Michigan Limited Liability Company (“Developer”).

RECITALS

- A. The Authority, and the City of Portage (the "City"), have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety, and welfare.
- B. The City has established a Brownfield Redevelopment Authority and the Authority, and the City have adopted a Brownfield Plan specifically for this site (the “Plan”), pursuant to the provisions of Act 381.
- C. The Authority and the City have designated certain properties that have conditions of environmental contamination, blight, or obsolescence as appropriate sites for creating a Plan.
- D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the “Increment” or “Tax Increment Revenue or “TIR”) to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as “Eligible Costs”) and permits the reimbursement to Developer of “Eligible Costs” it has incurred.
- E. Developer is the owner of a parcel in the City located at **7920 Portage Rd., Portage, Michigan, 49002** (the “Property”) and legally described and depicted on the attached Exhibit A.
- F. The Property has been included in the Plan and qualified as an “Eligible Property” under the terms of Act 381.
- G. The Developer intends to redevelop and improve the Property by establishing a mixed-use for-lease residential and retail development, Centreport Apartments (“Project”). The developments will result in a total of 151 apartment units, 1,500 square feet of retail space, and an estimated total capital investment of \$32,000,000.
- H. Centreport Apartments will consist of 69 studio units, 67 one-bedroom units, and 15 two-bedroom units. Of the 151 units, 121 will be market rate housing units and 30 will be income qualified workforce housing units for a period of twenty-one (21) years.
- I. The Project will require the Developer to incur “Eligible Costs” including demolition, site preparation, infrastructure improvements, environmental activities, contingency costs, and housing subsidy financing gap costs to satisfy Due Care obligations under the Developer’s Brownfield Plan and “381 Work Plan” dated October 31, 2025, all of which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals. The Developer’s Eligible Costs are estimated at \$9,368,962.00. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended and to set forth the Authority’s commitments to the Project, and to establish the use of the Authority’s Tax Increment Revenues to reimburse Developer for Developer’s Act 381 Eligible Costs.
- J. The Authority may retain funds to pay Administrative Costs from the annual Tax Increment Revenues attributable to the Property. The amount the Authority may retain shall not exceed the amounts permitted by Act 381.

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

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

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

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

3.1. The Developer shall have obtained all necessary governmental and quasi-governmental approvals needed to develop the Property and permit the use of the Property for the Project, including, for example, and not limitation, a special use permit, site plan approvals, zoning variances and/or rezoning, building permits, and any and all other permits, consents and final approvals and authorizations necessary to develop, construct and utilize the Property for the Project. The Authority agrees to cooperate and utilize its best efforts to help Developer obtain any governmental approvals required to close the transaction contemplated by this Agreement.

3.2 Approval by Michigan State Housing Development Authority ("MSHDA") of the Act 381 Work Plan and other financial incentives needed by the Developer for the Project and The Plan approved by the Authority and City Council.

4. Term of Agreement. Pursuant to the Plan, the Authority shall capture and reimburse the Developer the amount of Tax Increment Revenues (TIR) generated from real and personal property taxes allowed by law on the Eligible Property and based upon the Developer's actual Eligible Costs. The capture of TIR and reimbursement of the Developer's Eligible Costs are anticipated to begin in **2026**, but the Project commencement and Completion Date could be delayed for up to 5 years after the approval of the Plan as permitted by Act 381, and will continue until the earlier of (hereinafter, the "End Date"):

4.1 Both the total reimbursement to the Authority of its Administrative Costs, and reimbursement to the Developer of the Developer's actual Eligible Costs for those Eligible Activities set forth in Paragraph 6, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount"), such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or

4.2 A total of **30** years from the beginning date of the capture of Tax Increment Revenues, with the final five years designated for the Local Fund only.

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

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

6. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible

Costs incurred and included in the Plan. It may include environmental due diligence and Due Care Activities, demolition, site preparation, and infrastructure improvements, which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals.

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

8. Reimbursement Process.

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

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

8.3 Reimbursement. After collection of each of the summer and winter taxes on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 8 to the extent that taxes have been captured and are available in that fiscal year. Under Act 381, the Authority shall collect one hundred percent (100%) of Tax Increment Revenues from the Project for the purpose of reimbursing the Authority for Administrative Costs and the Developer for Eligible Costs until fully reimbursed. Simple interest at the rate of three-and-one-half percent (3.5%) per annum ("Interest") shall accrue on all approved Eligible Costs as described in the plan, in each case calculated from the date that the Authority approves the Developer's request(s) for reimbursement for pertinent Eligible Costs until such Eligible Costs are reimbursed in full, subject to the limitations set forth in this Agreement. Interest will be calculated at the end of each calendar year based on the total unreimbursed Eligible Costs outstanding at the time (other than accrued Interest). The interest granted shall be calculated based on the TIF capture that would occur without any tax abatements, such as

Neighborhood Enterprise Zone certificates, which would otherwise suppress the Tax Increment Revenue captured through reduction of the tax rates. Principal amounts of the Eligible Costs shall be reimbursed to the Developer prior to Interest accruing thereon. If there are insufficient Tax Increment Revenues available in any given year to reimburse all the Authority's Administrative Costs and Developer's Eligible Costs, as such Administrative Costs and Eligible Costs are described in this Agreement and in the Plan, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. The Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement until all the amounts for which submissions have been made have been fully paid to the Developer, subject to the limitations of Section I of the Recitals, or the repayment obligation expires, whichever occurs first. The Developer shall not be entitled to reimbursement under this Agreement unless all real and personal property taxes owed by the Developer have been timely and completely paid, including all penalties, interest, and other amounts due in relation thereto when due. For purposes of this Agreement, to be paid in a timely manner, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date. The Developer's reimbursed Eligible Costs, inclusive of contingency and interest, shall not exceed the lesser of \$9,368,962 or the MSHDA-approved limitation of Eligible Cost reimbursement. The Eligible Costs for EGLE Department Specific Activities, Demolition, Infrastructure, Site Preparation and Contingency combined shall not exceed \$2,298,041.

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

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

7920 Partners, LLC
c/o Fritz Brown
241 E. Michigan Ave., Ste. 135
Kalamazoo, MI 49007

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

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

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

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

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

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

10.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and construct the Project. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, war, acts of God, the COVID-19 pandemic or a future similar pandemic, failure to obtain governmental approvals, etc.) ("Force Majeure"), Developer shall commence construction of the Project within a commercially reasonable time after the date that Developer secures all necessary approvals, authorizations, permits and entitlements for the Project and otherwise satisfies all requirements of Developer's lenders or other financing parties for the Project, but in no case later than one-hundred-twenty (120) days after execution of this agreement (collectively, the "Approvals", and such date on which Developer is required to commence construction being the "Commencement Date"), and shall use commercially reasonable efforts to substantially complete the Project - defined as date when Developer receives a temporary or final occupancy permit from the City - within thirty-six (36) months of the Commencement Date. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 8 hereof with respect to payments from Tax Increment Revenues.

10.2 Work Force Housing. Developer commits to an allocation of thirty (30) Workforce Housing Units within the residential component of the Project (the "**Workforce Housing Set-Aside**"), upon the following terms and conditions:

- i. For purposes of this Agreement, the term "**Workforce Housing Units**" or "**WFH Units**" shall mean units offered at the rental rates specified in Paragraph 10.2 (ii) below. The Workforce Housing Units shall be "floating" units in that such Units may be relocated within the Project from time-to-time during the Reimbursement Term (as defined below), provided that Developer maintains the minimum

number of each type of Workforce Housing Units required to satisfy the Workforce Housing Set-Aside during the Reimbursement Term.

ii. Subject to the terms herein, monthly rent for a Workforce Housing Unit shall not exceed the “Rent by Bedroom” rates 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 Workforce Housing Unit is executed (the “**MSHDA Rent Report**”), in accordance with the following proportions:

Monthly rent for fourteen (14) of the studio WFH Units, thirteen (13) of the one-bedroom WFH Units, and three (3) of the two-bedroom WFH Units shall not exceed an average Rent by Bedroom at 90% nor a maximum Rent by Bedroom of 120% for a period of twenty-one (21) years per Exhibit C. After the twenty-one years expires, Developer may charge market rates for all of these units.

iii. Monthly rent charged for the WFH Units will increase or decrease from time to time during the Reimbursement Term in accordance with increases or decreases in the “Rent by Bedroom” rates published in the MSHDA Rent Report; provided, however: (A) such increases or decreases in Monthly rent shall only affect new leases for WFH Units executed after the changed “Rent by Bedroom” rates are published in the MSHDA Rent Report; and (B) in no event shall the Monthly rent charged for the WFH Units decrease below the “Rent by Bedroom” rates published in the most current MSHDA Rent Report published prior to the date of execution of this Agreement, which is attached as Exhibit C.

iv. If the MSHDA Rent Report is no longer published during the Reimbursement Term, Monthly rent for new leases of WFH Units shall be based on 30% of Gross Annual Area Median Income for the Kalamazoo-Portage MSA as published by the U.S. Department of Housing and Urban Development (“**HUD**”), divided by 12, and adjusted to “Rent by Bedroom” rates in the same proportions as set forth in the last published MSHDA Rent Report.

v. The Workforce Housing Set-Aside component of the Project as described in this Paragraph 10.2 shall expire automatically upon the expiration of the Reimbursement Term.

vi. The Developer shall income qualify all tenants for WFH Units utilizing a MSHDA-approved tenant self-certification form and shall verify the tenant household income through tax return data or other appropriate alternatives, as being no greater than 120% of Kalamazoo County Area Median Income prior to lease signing. The Developer shall maintain an average household income of all WFH units of 90% of Kalamazoo County Area Median Income for the duration of the rent control period. The Developer shall annually verify the tenants’ household incomes as of their lease anniversaries to ensure that all WHF Units are occupied by income-qualified households based upon this average. If annual verification of tenants’ household income results in one or more tenants’ household incomes increasing such that the Project no longer maintains average incomes within the WFH Units of 90% Area Median Income, then the Developer will agree to rent the next available unit or units to an income qualified household to bring the Project back into compliance with the 90% Area Median Income average. The lack of an available unit or units due to full occupancy within the Project does not constitute a failure of the Developer to meet its obligations under Paragraph 10.2. In all other respects, and subject to subsection (viii) below, Developer is entitled to retain and exercise full and exclusive authority for the management of its operations and remain the sole judge in selecting tenants for the Workforce Housing Units, utilizing the same tenant selection and screening criteria as used by Developer for the non-WFH Units.

viii. Upon request by the Authority, but not more than once annually, Developer shall provide a written certification annually to the BRA (which will be due to the Authority on March 1 of the calendar

year following approval of reimbursement under Section 8.2), certifying as to Developer's compliance with the Workforce Housing Set-Aside.

ix. If the Authority believes that Developer has not met its obligations pursuant to this Paragraph 10.2, the Authority shall provide a written document to Developer describing in reasonable detail, the specific obligation not being satisfied, including an analysis of such non-performance (a **"Written Notice"**). Within 10 days after receipt of the Written Notice, Developer shall respond in writing, either a) agreeing to the Authority's findings and including a written plan for achieving compliance with this Paragraph 10.2 that is reasonably acceptable to the Authority, or b) disagreeing with the Authority's findings and the reasons therefor. If Developer disagrees with the Authority's position, Developer and the Authority shall meet (one or more times) within 45 days following the date of the Written Notice to attempt to resolve the WFH issues raised in the Authority's Written Notice. Should those meetings fail to reach a resolution satisfactory to the parties (a **"Dispute"**), then the parties agree to submit the Dispute as to this section 10.2 to a mediator. The mediator shall be an independent person, residing in Kalamazoo County with experience in residential real estate development; and who is acceptable to Developer and the Authority (the **"Mediator"**). Only if mediation does not resolve the Dispute can either the Developer or the City pursue legal or equitable remedies through judicial proceedings; the jurisdiction for which is in Kalamazoo County. During the Dispute process outlined above the Incentives for the Project shall continue, unless Developer has not cured a default regarding the other Undertakings or other provisions in this Agreement for which withholding, or withdrawal of Incentives is a permitted remedy.

Authority agrees and acknowledges if Developer terminates this Agreement for a failure of any of the contingencies set forth in Paragraph 3 hereof, or does not otherwise proceed with the development for any other reason, the foregoing Undertakings in Section 10.2 shall be void and of no force or effect.

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

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

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

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

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

from the date that the Authority sends an invoice and request for payment to the Developer, provided the Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from Tax Increment Revenues.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. To withhold or suspend the performance of all or any of the Undertakings.
- b. To seek specific performance of the Authority under this Agreement.
- c. To seek any other available remedies under the law.

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

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

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

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

If to Developer: 7920 Partners, LLC
c/o Fritz Brown
241 E. Michigan Ave., Ste. 135
Kalamazoo, MI 49007

With copy to: Miller Johnson
100 W. Michigan Ave, #200
Kalamazoo, MI 49007

If to the Authority: City of Portage Brownfield Redevelopment Authority
C/O Department of Community Development
7900 S. Westnedge Avenue
Portage, Michigan 49002

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

DRAFT

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

CITY OF PORTAGE BROWNFIELD
REDEVELOPMENT AUTHORITY

By _____

Print Name: Keith Lewandowski

Title: BRA Chairperson

Date _____

DEVELOPER
7920 PARTNERS, LLC

By: _____

PRINTED NAME:

Its:

Date: _____

By: _____

PRINTED NAME:

Its:

Date: _____

EXHIBITS:

A (Legal Description of Property)

B (Copy of the Plan)

Exhibit A – Legal Descriptions

7920 Portage Road
Portage, MI 49002

Parcel ID: 10-00014-080-A

2.47 Acres

Legal Description:

SECTION 14-3-11 BEG S 1/4 POST SEC 14, TH N 348.52 FT, TH W 449 FT, TH S 185 FT, TH E 100 FT, TH S 163 FT, TH E 349 FT TO P.O.B., EXC RD ROWS.

DRAFT

Exhibit B – Copy of Brownfield Plan

DRAFT

Exhibit C – MSHDA Rent Report

DRAFT

Portage Park Board Meeting Minutes

October 1, 2025

Board Present: Tara Gish – Chair, Dawn Smith – Vice Chair, Elanor Riley – Secretary, Jen Gomes – Treasurer, Josh Piotter, Tim Young

Board Absent (Excused): Matt Wollerman, Angelique McGuire, Josh Suarez

Board Absent (Unexcused):

Guests: Kathleen Hoyle – Director of Parks and Recreation

Meeting was called to order at 6:36 PM by Chair Gish

I. INTRODUCTION OF GUESTS

1. No guests present

II. APPROVAL OF AGENDA

1. Motion to approve by Gomes
2. Second by Smith
3. Motion approved

III. APPROVAL OF SEPTEMBER PARK BOARD MEETING MINUTES

1. Motion to approve by Piotter
2. Second by Gomes
3. Motion approved

IV. NEW BUSINESS

1. Financial Report – Gomes
 - a. Nothing to report at this time
2. Park Department Report – Hoyle
 - a. Ribbon Cutting @ Lexington Green - October 10
 - b. Lakeview park construction is almost complete; pier is done, trees are being planted.
 - c. Farmer's Market went to bid
 - d. Groundbreaking for Farmers Market - October 8, 2025
 - e. Getting ready for Monster Mash
 - f. 25 trees planted @ Celery Flats, 250 more on the way
3. Bicycle Advisory Committee Update – Bike Representative
 - a. Have not met since last meeting, likely next Tuesday October 7
4. Portage Arts Committee Update – Hoyle
 - a. Planning to place art in the Parks Department building; application process for local artists to showcase work.
 - b. One member at the moment, so small, achievable goals at this point
5. Youth Advisory Committee Update – YAC Representative
 - a. Not present to provide report

6. Portage Parks Foundation Report – Gish
 - a. Octoberfest was on 9/18/25 - overall profit was down from last year but revenue was up. Main difference was loss of sponsorship money YoY
7. Individual Park Reports – As assigned
 - a. Nothing to report
8. Subcommittee Reports
 - a. Ribbon Cutting Lexington Green - October 10 Hoyle
 - i. Board members discussed ribbon cutting ceremony
 - b. Monster Mash - Ramona - October 18 Young
 - i. Board members reviewed volunteer assignments
 - c. Traditional Holiday - Celery Flats - December 6 Riley
 - i. Nothing to report at this time
9. Initiative Reports – As Assigned
 - a. Lending/Seed Library Riley
 - i. Wollerman organized a meeting with Jeff Wykrent, shop teacher at Portage Northern, and his student to discuss building a library box to place in a park
 - ii. Jacob Kusisto, senior, will build the box for the board
 - iii. Board members discussed location and decided to place the box at Celery Flats
 - iv. Motion to approve up to \$300 to cover materials for PN student
 - v. Second Smith
 - vi. Motion approved
 - vii. Riley will report back with budget and updates to teacher and student
 - b. Park Passports McGuire
 - i. Nothing to report at this time
 - c. Mr. Crispy Giveaway Smith
 - i. Nothing to report at this time
10. West Lake Overlook Letter of Support - Hoyle
 - a. The awning where the west lake drive-in used to be blew down during a storm, the sea wall is crumbling and needs to be repaired.
 - b. Portage Parks looks to apply for a grant to fund updates to this property.
 - c. Board members reviewed the letter of support.
 - d. Motion to support by Riley
 - e. Second by Young
 - f. Motion approved

V. SUMMARY ACTIVITY

1. Board members reviewed summary activity

VI. COMMENTS FROM BOARD MEMBERS

1. Mr. Krispy is attending some events in the near future; open house at fire department; heart walk

2. Smith is an official PhD candidate, congratulations!

Meeting adjourned at 7:11pm

Next meeting is on November 5, 2025 at Portage Parks and Recreation

Respectfully Submitted,

Elanor Riley

Park Board Secretary



City of Portage Historic District Commission Meeting Minutes
Wednesday, October 1, 2025, at 8:30 AM
Heritage Room at Portage District Library

Meeting Called to Order: 8:34 AM Chair VanLonkhuyzen called the meeting to order.

Members Present: Nick Meyle, Steve Rice, Martha Deming-Maytnier, Katie VanLonkhuyzen, Dusti Morton, Carol Dunleavy-Chandler

Members Absent: Suzanne M. Nemeth, Jessie Duniphin

Staff: Alex Johnson, City Planner/Project Manager

Approval of Minutes:

August 6, 2025, Meeting Minutes:

Commissioner Meyle made the motion, seconded by Commissioner Rice, to approve August 6, 2025, meeting minutes; motion approved 6-0.

Announcements:

Certified Local Government Program overview and ordinance review

Staff introduced the program and the revised Chapter 38 – Historical Preservation code. The Certified Local Government (CLG) Program is run by the Michigan State Historic Preservation Office (SHPO) in partnership with the National Park Service to strengthen historic preservation at the local level. Communities that achieve CLG status gain access to exclusive grant funding, technical assistance, and training that support projects such as surveys, design guidelines, and educational programs. These benefits help communities preserve their cultural heritage, enhance local planning and economic development, and build public support for protecting historic places. Staff informed the Commission of the timeline and at the next meeting the Commission will vote to recommend it to City Council for adoption.

New Business:

Unfinished Business:

FY25-26 Goals and Objectives

The Historic District Commission discussed the need for more time to narrow down and refine the goals/objectives to more effectively complete them.

Commissioner Rice made the motion, seconded by Commissioner Deming-Maytnier, to table the FY25-26 Goals and Objectives until next meeting; motion approved 6-0.

Member Comments: None.

Adjournment: There being no further comments or business, Chair VanLonkhuyzen adjourned the meeting at 9:54 AM.

Regards,

Alex Johnson
City Planner/Project Manager

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Ordinance Amendment to IPMC

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Adopt the proposed ordinance to amend the Code of Ordinances, Chapter 24 Community Quality, Article 5, Safety, Sanitation and Health.

The International Property Maintenance Code (IPMC) is a model code developed by the International Code Council to establish minimum maintenance requirements for existing buildings and structures. The IPMC was adopted by the City Council on August 27, 2024 and some duplicative sections of the City Ordinance were required to be deleted.

In the posting of the online code, city staff discovered an error in the drafting of the adopted O-1-2024. Sections 24-113 (b), (c), (d), (e), and (f) of the code should have been retained, not deleted. The approval of the proposed Ordinance makes the corrections with updated references.

First reading of the ordinance amendment occurred at the October 17, 2025, City Council meeting. Following the second reading, it is recommended that City Council adopt the proposed ordinance to amend the Code of Ordinances, Chapter 24 Community Quality, Article 5, Safety, Sanitation and Health.

FUNDING: Not Applicable

Attachments: 1. Approved to Form Ordinance Amendment 24-113 Correction

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY AMENDING CHAPTER 24 COMMUNITY QUALITY
ARTICLE 5, SAFETY, SANITATION AND HEALTH**

THE CITY OF PORTAGE ORDAINS:

SECTION 1 Amendments to City Code, Chapter 24, Article 5

That Article 5, Chapter 24 Community Quality amended by reinstating and incorporating sections 24-113 (b), (c), (d), (e), and (f) with updated references to 2021 International Property Maintenance Code (IPMC), which sections shall be inserted in chronological order in Section 24-113 and shall read as follows:

24-113

- “(b) *Conditions prohibited on public property.* No person shall maintain or permit to be maintained any of the following conditions on any public street or other premises owned or controlled by the city. The existence of any one of the conditions prohibited by this section shall be considered a factor detrimental to community quality.
- (1) The parking, for a period exceeding eight hours, of a motor vehicle, recreational vehicle or trailer at any time, if such vehicle is inoperable.
 - (2) The parking of a motor vehicle, recreational vehicle or trailer (city owned and/or operated vehicles and/or emergency vehicles excluded) for longer than 48 hours, subject to seasonal parking restrictions as regulated under Michigan Vehicle Code as adopted by the city.
 - (3) The parking of a motor vehicle, recreational vehicle or trailer for purposes of repairing the same, unless such repair is of an emergency nature. In such a case, such emergency repair shall be completed within two hours.
 - (4) The placement or storage of a motor vehicle part or parts, or the accumulation of refuse of any kind at any time.
 - (5) The installation of a permanent improvement which includes but is not limited to, asphalt or concrete pavement, curb, landscape timbers, brick pavers, fencing, basketball posts and/or hoops (or other similar recreation equipment), a gravel or similarly delineated parking area, or other such improvement which requires location on the ground unless otherwise specifically authorized as provided by chapter 66. Planting of trees, shrubs and plants in the public right-of-way as regulated by chapter 66, article 6 of this Code, installation of underground lawn irrigation systems as regulated by chapter 66, article 7 of this Code and residential, business and industrial signage as regulated by chapter 42, article 4, division 6 of this Code shall be exempt from the prohibition of this subsection, if the requirements of the relevant section are satisfied.
- (c) *Conditions prohibited as nuisances.* The conditions prohibited in sections 24-113(a), and (b), and IPMC Chapter 3 shall constitute a nuisance. These conditions are specifically declared to be acts, omissions or conditions which annoy, injure or endanger the safety, health, comfort or repose of others; offend decency; interfere with or obstruct or render dangerous any public street, sidewalk, stream or right-of-way; render the public insecure in life or property; or interfere with the comfortable enjoyment of life or property or tend to

depreciate the value of the property of others. After investigation, if conditions constituting a nuisance are found to exist, the city may proceed as permitted by this section.

- (d) *Investigation and voluntary removal; notice.* Upon determining that a nuisance exists on a premises, as defined in IPMC Chapter 2 ~~including the extended front yard as defined in section 24-111~~, the director may provide notice as required in section 24-113(e) to the owner and/or occupants of the premises to remove and eliminate the nuisance. Such notice may be served by first class mail with full postage prepaid thereon to the owner of the property or by posting the notice upon the premises where the nuisance exists in plain view of all persons going upon or passing near such premises. Additional time may be granted by the director where, in the opinion of the director, efforts to remove or eliminate such conditions are in progress and a time schedule has been agreed upon for correction. If, in the director's opinion, the nuisance has not been removed or eliminated and continues as a violation, the director may, after approval by the city manager, institute abatement procedures as set forth in section 24-113(e) below. If, in the director's opinion, the voluntary removal notice would not be practical or produce desired results, the director may, after approval by the city manager, initiate the abatement procedures set forth in section 24-113(e) below without requesting voluntary removal as provided in this subsection. A claim that the notice to abate was not received does not prevent the initiation of the abatement procedures set forth in section 24-113(e).
- (e) *Abatement procedure.*
- (1) *Notice.* Upon determining that a nuisance exists on premises as defined in IPMC Chapter 2 ~~including the extended front yard as defined in section 24-111~~, the director may instruct the city clerk to cause written notice to abate the nuisance to be delivered to the owner/occupant of the premises upon which such nuisance exists. Such notice to abate shall be served personally, or if after diligent and reasonable effort to personally serve the owner or owners of the premises such owner cannot be found, the notice to abate may be served upon an adult occupant of the premises, if any, and by posting upon the premises where the nuisance exists in plain view of all persons going upon or passing near such premises. The notice herein required shall also be delivered by first class mail with full postage prepaid thereon to the owner of the premises.
 - (2) *Ownership of property.* For purposes of determining ownership of property, it shall be presumed in evidence that the person or persons to whom the property is assessed on the most recent tax roll of the city is the owner of the premises.
 - (3) *Content of notice.* All notices to abate or remove a nuisance shall, at minimum, state the nature of the violation, require that the owner alter, repair, tear down, or remove said nuisance within a maximum of ten days after service of the notice and that failure to abate or remove the nuisance may result in the city abating the nuisance and the cost of any abatement being billed to the property owner and upon failure to make payment may constitute a lien against the property and include interest until paid and collected in the same manner as ad valorem property taxes.
 - (4) *City to abate.* If, at the expiration of the time limit in said notice to abate, the owner has failed, neglected or refused to comply with the provisions of this section, the city, or its authorized contractor or other designee is authorized and empowered to enter the property and to abate, eliminate and remove the nuisance.
 - (5) *Emergency abatement.* Notwithstanding any provision herein, whenever, in the opinion of the director, there is imminent danger to the public health and safety due to

the existence of a nuisance located in the public way ~~portion of a front yard~~ as defined in IPMC Chapter 2 in ~~section 24-114~~, the director may order the removal, elimination and abatement of said nuisance immediately without notice to the owner.

(6) *Cost of abatement; collection; lien.*

- a. When the city or its authorized contractor or other designee abates or removes a nuisance as provided herein, the total cost of any abatement shall be billed to the owner of the premises. If the charges are not paid within 30 days of the date of billing, payment shall be deemed delinquent. A minimum cost for the abatement and an administrative fee to be determined by the city council by resolution from time to time will be included in the total cost billed to the owner of the premises.
- b. In the event of delinquent payment, the cost to abate shall be a debt of the owner to the city and such charges shall be enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the city, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder. The cost to abate shall include the administrative fee.
- c. A claim by an owner that the notice to abate, as required by section 24-113(d) or (e), was not received is not a defense to an action brought by the city to collect the cost of abatement, impose penalties or assess the delinquent charges as a lien against the property as authorized by this section as long as notice was sent to the owner of record on the city's most recent tax roll and notice was accomplished by any other means allowed in this section.

(7) *Remedies.* The procedures and remedies set forth in this section may be used in the alternative or in conjunction with any other remedy or procedure authorized by law for the abatement of nuisances, or for the collection of delinquent charges. Delinquent charges which remain unpaid 30 days or longer after statement of such costs have been mailed by first class mail to the person or persons in whose name the property appears on city's last tax roll may be collected in any court having jurisdiction over the matter.

(8) *Prosecution for violation.* Nothing herein shall prevent the city from prosecuting persons under this section for violation of this section in conjunction with or in lieu of any other remedy provided. The notice required in this section shall not be required for such prosecution.

(f) *Refuse containers and city-sponsored pick-up programs.* Notwithstanding other provisions in this section, the accumulation of the materials delineated in those sections may be permitted for not more than 72 hours before the material is scheduled to be removed by a city-sponsored leaf pickup or a city-sponsored cleanup program, so long as the accumulation does not create a traffic hazard or endanger persons and property."

SECTION 2 Severability

Should any section, clause or provision of this Ordinance be declared to be invalid by a court of competent jurisdiction, the same shall not affect the validity of the Ordinance as a whole or any other part thereof other than the parts so declared to be invalid.

SECTION 3 Repeal of Conflicting Ordinances, Savings Clause

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. Any proceedings pending, including prosecutions for violations, under any previous ordinance provision being repealed hereby shall not be affected by this Ordinance and may be continued pursuant to said previous Ordinance provisions.

SECTION 4 Effective Date

This ordinance shall take effect 10 days following publication of a summary thereof, following adoption.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Patricia M. Randall, Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2025.

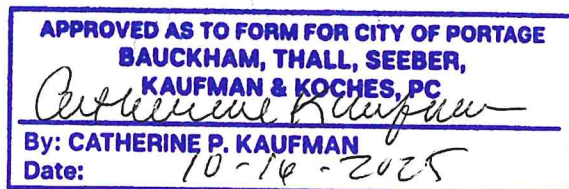
Erica Eklov, City Clerk

Approved as to Form:

Date: _____

By: _____

City Attorney



**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY AMENDING CHAPTER 24 COMMUNITY QUALITY
ARTICLE 5, SAFETY, SANITATION AND HEALTH**

THE CITY OF PORTAGE ORDAINS:

SECTION 1 Amendments to City Code

That Article 5, Chapter 24 Community Quality amended by reinstating and incorporating sections 24-113 (b), (c), (d), (e), and (f) with updated references to 2021 International Property Maintenance Code (IPMC), which sections shall be inserted in chronological order in Section 24-113 and shall read as follows:

24-113

- “(b) Conditions prohibited on public property. No person shall maintain or permit to be maintained any of the following conditions on any public street or other premises owned or controlled by the city. The existence of any one of the conditions prohibited by this section shall be considered a factor detrimental to community quality.*
- (1) The parking, for a period exceeding eight hours, of a motor vehicle, recreational vehicle or trailer at any time, if such vehicle is inoperable.*
 - (2) The parking of a motor vehicle, recreational vehicle or trailer (city owned and/or operated vehicles and/or emergency vehicles excluded) for longer than 48 hours, subject to seasonal parking restrictions as regulated under Michigan Vehicle Code as adopted by the city.*
 - (3) The parking of a motor vehicle, recreational vehicle or trailer for purposes of repairing the same, unless such repair is of an emergency nature. In such a case, such emergency repair shall be completed within two hours.*
 - (4) The placement or storage of a motor vehicle part or parts, or the accumulation of refuse of any kind at any time.*
 - (5) The installation of a permanent improvement which includes but is not limited to, asphalt or concrete pavement, curb, landscape timbers, brick pavers, fencing, basketball posts and/or hoops (or other similar recreation equipment), a gravel or similarly delineated parking area, or other such improvement which requires location on the ground unless otherwise specifically authorized as provided by chapter 66. Planting of trees, shrubs and plants in the public right-of-way as regulated by chapter 66, article 6 of this Code, installation of underground lawn irrigation systems as regulated by chapter 66, article 7 of this Code and residential, business and industrial signage as regulated by chapter 42, article 4, division 6 of this Code shall be exempt from the prohibition of this subsection, if the requirements of the relevant section are satisfied.*
- (c) Conditions prohibited as nuisances. The conditions prohibited in sections 24-113(a), ~~and~~ (b), and IPMC Chapter 3 shall constitute a nuisance. These conditions are specifically declared to be acts, omissions or conditions which annoy, injure or endanger the safety, health, comfort or repose of others; offend decency; interfere with or obstruct or render dangerous any public street, sidewalk, stream or right-of-way; render the public insecure in life or property; or interfere with the comfortable enjoyment of life or property or tend to depreciate the value of the property of others. After investigation, if conditions constituting a nuisance are found to exist, the city may proceed as permitted by this section.*
- (d) Investigation and voluntary removal; notice. Upon determining that a nuisance exists on a premises, as defined in IPMC Chapter 2 ~~including the extended front yard as defined in section 24-111~~, the director may provide notice as required in section 24-113(e) to the owner and/or occupants of the premises to remove and eliminate the nuisance. Such notice may be served by first class mail with full postage prepaid thereon to*

the owner of the property or by posting the notice upon the premises where the nuisance exists in plain view of all persons going upon or passing near such premises. Additional time may be granted by the director where, in the opinion of the director, efforts to remove or eliminate such conditions are in progress and a time schedule has been agreed upon for correction. If, in the director's opinion, the nuisance has not been removed or eliminated and continues as a violation, the director may, after approval by the city manager, institute abatement procedures as set forth in section 24-113(e) below. If, in the director's opinion, the voluntary removal notice would not be practical or produce desired results, the director may, after approval by the city manager, initiate the abatement procedures set forth in section 24-113(e) below without requesting voluntary removal as provided in this subsection. A claim that the notice to abate was not received does not prevent the initiation of the abatement procedures set forth in section 24-113(e).

(e) *Abatement procedure.*

- (1) *Notice.* Upon determining that a nuisance exists on premises as defined in IPMC Chapter 2 ~~including the extended front yard as defined in section 24-111~~, the director may instruct the city clerk to cause written notice to abate the nuisance to be delivered to the owner/occupant of the premises upon which such nuisance exists. Such notice to abate shall be served personally, or if after diligent and reasonable effort to personally serve the owner or owners of the premises such owner cannot be found, the notice to abate may be served upon an adult occupant of the premises, if any, and by posting upon the premises where the nuisance exists in plain view of all persons going upon or passing near such premises. The notice herein required shall also be delivered by first class mail with full postage prepaid thereon to the owner of the premises.
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not paid prior to the preparation of the next assessment roll of the city, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder. The cost to abate shall include the administrative fee.

- c. A claim by an owner that the notice to abate, as required by section 24-113(d) or (e), was not received is not a defense to an action brought by the city to collect the cost of abatement, impose penalties or assess the delinquent charges as a lien against the property as authorized by this section as long as notice was sent to the owner of record on the city's most recent tax roll and notice was accomplished by any other means allowed in this section.
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SECOND READING:

EFFECTIVE DATE:

Patricia M. Randall, Mayor

STATE OF MICHIGAN)

) SS
COUNTY OF KALAMAZOO)

I do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2025.

Erica Eklov, City Clerk

Approved as to Form:

Date: _____

By: _____

City Attorney

