

6:00 p.m. Call to Order.

Moment of Silence.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. 2026 Portage High School Men's Swim Team
2. Portage Pocket Pay March Art Contest Winner

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

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
  - a. Regular Meeting of March 9, 2026
2. Approve the Accounts Payable Register of March 24, 2026, as presented.
3. Award a construction contract for the South Westnedge Avenue Reconstruction project to Rieth Riley Construction Company, Incorporated, Kalamazoo, Michigan in an amount not to exceed \$3,580,958.68 and authorize the City Manager to execute all documents related to the contracts on behalf of the city.
4. Award a contract in the amount of \$902,989.90 to Lakeland Asphalt for spring mill and fill asphalt repairs to major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.
5. Award a contract in the amount of \$121,360 to Riverworks Construction, Inc. for Ramona Park Fishing Pier Rehabilitation construction services, and authorize the City Manager to execute all documents related to this action on behalf of the city.
6. Adopt the Resolution to Decertify Public Streets.
7. Adopt the Resolution Accepting Newly Constructed Dedicated Streets as Public Streets.
8. Approve a Certified Resolution to the Michigan Department of Natural Resources Land and Water Conservation Fund to authorize submission of the "Lakeview Park Restroom Renovation" application, make available matching city funds for the project, and authorize the City Manager to sign all documents related to the contract on behalf of the city.
9. Receive the Amended "Project Depatie" Brownfield Plan for 5960 and 5870 South Sprinkle Road, Portage, MI, and set a public hearing for April 21, 2026, at 6:00 p.m. or as soon thereafter as may be heard for consideration of approval of Amended Brownfield Plan, being Amendment to Brownfield Redevelopment Plan Amendment No. 12.
10. Receive the "Copperleaf Phase 6" Brownfield Plan for 3800 West Milham Avenue, Portage, MI, and set a public hearing for April 21, 2026, at 6:00 p.m. or as soon thereafter as may be heard for consideration of approval of the Brownfield Plan, being Brownfield Redevelopment Plan Amendment No. 17.
11. Materials Transmitted of March 19, 2026 (including report on data centers and BESS).
12. Minutes of Boards & Commissions:
  - a. Human Services Board of February 5, 2026
13. Calendar of Meetings:
  - Historic District Commission: Wednesday, April 1 at 8:30 a.m. in the Heritage Room at the Portage District Library (300 Library Lane)

- Park Board: Wednesday, April 1 at 6:30 p.m. at the Parks & Recreation Office (320 Library Lane)
- Human Services Board: Thursday, April 2 at 5:30 p.m. in Conference Room 1 at Portage City Hall (7900 S Westnedge Ave)
- Planning Commission: Thursday, April 2 at 7:00 p.m. in Council Chambers at Portage City Hall (7900 S Westnedge Ave)

B. Communications:

C. Public Hearings:

1. Subsequent to the public hearing, consider adopting the amendment to Ch 42, Art. 4, Div. 3 to establish a temporary moratorium for Data Centers and Battery Energy Storage Systems.

D. Regular Business Agenda:

E. Unfinished Business:

F. Council Committee Reports:

G. New Business:

H. Statements of City Council and City Manager.

Adjournment.

### **ADDITIONAL INFORMATION**

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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>).

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](mailto: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](http://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](http://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.

The process for each Portage City Council meeting is guided by the *Rules of Order and Procedure for the City Council*, which can also be found online on the Mayor and City Council webpage under "Related Documents" [www.portagemi.gov/487/City-Council](http://www.portagemi.gov/487/City-Council).

There is one opportunity for public comments during meetings. Each comment is limited to three minutes. In-person comments can be made during this opportunity. To make a 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](mailto:cityclerk@portagemi.gov).



# CITY OF PORTAGE PROCLAMATION

## Honoring the Portage Central High School Boys Swim and Dive Team

- WHEREAS,** the Portage Central High School Boys Swim and Dive Team has demonstrated exceptional dedication, teamwork, and perseverance throughout the 2025-2026 season; and
- WHEREAS,** the team achieved an extraordinary accomplishment by completing back-to-back undefeated seasons, demonstrating consistent excellence and commitment to their sport; and
- WHEREAS,** the team captured the Southwest Michigan Athletic Conference Championship for the second consecutive year, bringing pride and recognition to the school and community; and
- WHEREAS,** the team placed fourth at the Michigan High School Athletic Association Boys Swimming and Diving State Finals, the highest finish in Portage Central High School history; and
- WHEREAS,** throughout the season the team broke numerous pool, conference, and varsity records, showcasing the remarkable talent, discipline, and determination of these student-athletes; and
- WHEREAS,** the athletes, coaches, families, and supporters of the program have exemplified sportsmanship, leadership, and school pride while inspiring younger athletes in the community.

**NOW, THEREFORE, BE IT RESOLVED THAT** I, Patricia M. Randall, Mayor of the City of Portage, hereby proclaim March 14 as Portage Central High School Boys Swim and Dive Day in the City of Portage and urge all residents in recognizing and celebrating the remarkable achievements of the players, coaches, and supporters of the team.

Signed this 24<sup>th</sup> day of March, 2026.

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Patricia M. Randall, Mayor

## CITY COUNCIL MEETING MINUTES FROM MARCH 9, 2026

Mayor Pro Tem Jim Pearson called the Regular Meeting to order at 6:00 PM in the Council Chambers at Portage City Hall.

**ROLL CALL:** Councilmembers Chris Burns, Victor Ledbetter, Nicole Miller, Kathleen Olmsted, Jihan Young, and Mayor Pro Tem Jim Pearson were present.

**ABSENT:** Mayor Patricia Randall.

**ALSO PRESENT:** City Manager Pat McGinnis, Chief Operating Officer Adam Herringa, Chief Development Officer Peter Dame, Assistant City Attorney Josh Thall, and Deputy City Clerk Tammy Durian.

At the request of Mayor Pro Tem Pearson, the audience observed a moment of silence to reflect on recent events in Iran and to honor the fallen soldiers. Following the moment of silence, the City Council recited the Pledge of Allegiance.

### **PROCLAMATIONS:**

**Swearing In of Fire Division Therapy Dog, Flora:** Deputy Clerk Durian administered the oath for Flora, accompanied by Public Safety Director Wolfe and Firefighter Laroe. Following the swearing in, Public Safety Director Wolfe shared that Flora would offer post-incident stress debriefing with firefighters, providing comfort to public safety personnel as well as to other municipalities and schools. The City Council presented Flora with a welcome basket and welcomed her to the community.

### **PETITIONS AND STATEMENTS OF CITIZENS:**

1. Terry Tessari, 6047 Marlow, spoke on city ordinances, changes in ordinances, and ballot initiatives.
2. Elizabeth O'Dell, Kalamazoo Alumnae Chapter of Delta Sigma Theta Sorority, asked for follow up on addressing policy issues regarding healthcare inequities. Gloria Foster, Social Action Chair, inquired about mental health policies and shared that their chapter serves Kalamazoo County. She asked what the organization could do to support elected officials.

**CONSENT AGENDA:** Mayor Pro Tem Pearson shared where the public can access the meeting agenda and asked if any would like an item removed from the Consent Agenda. Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to approve the Consent Agenda as presented. Upon a roll call vote, motion carried 6 to 0.

**Approval of Minutes:** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to approve the City Council Meeting Minutes of the Regular Meeting of February 24, 2026. Upon a roll call vote, motion carried 6 to 0.

**Accounts Payable Register:** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to approve the Accounts Payable Register of March 9, 2026, as presented. Upon a roll call vote, motion carried 6 to 0.

**Emergency Replacement of Traffic Signal Pole and Mast Arm:** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to approve payment to Severance Electric Company, Incorporated, Kalamazoo, Michigan in the amount \$83,381 for the emergency replacement of a traffic

signal pole and mast arm 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 6 to 0.

**Angling Road Reconstruction - Bid Tabulation:** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to award a construction contract for the Angling Road Reconstruction project to Rieth Riley Construction Company, Incorporated, Kalamazoo, Michigan in an amount not to exceed \$1,937,379.28; approve a budget transfer of \$150,000 from the completed Angling Road Micro Surface Project to the Angling Road Reconstruction Project; and authorize the City Manager to execute all documents related to the contracts on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

**Construction of the Phase II homes of Stanwood Crossings and budget amendment:** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, for the Stanwood Crossings Workforce Housing project at 9617 Portage Road to authorize the construction of the second phase, twelve additional houses of the Stanwood Crossings Workforce Housing project; authorize the City Manager or designee to enter into construction agreements for each house; and approve an additional budget amendment of up to \$500,000 in excess Capital Improvement Fund balance to support this project. Upon a roll call vote, motion carried 6 to 0.

**MLCC Local Government Resolution for Erb Ventures, Inc. (8340 Portage Road):** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to adopt the Local Government Approval Resolution for an Off-Premises Tasting Room License for Erb Ventures, Inc. Upon a roll call vote, motion carried 6 to 0.

**Board and Commission Interviews:** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to set a Special Meeting for Tuesday, May 26 at 4:00 p.m. to review Board and Commission Applicants. Upon a roll call vote, motion carried 6 to 0.

**Calendar of Meetings:** Motion by Councilmember Olmsted, seconded by Councilmember Ledbetter, to receive the Calendar of Meetings as presented. Upon a roll call vote, motion carried 6 to 0.

#### **COMMUNICATIONS:**

**2025-2026 Youth Advisory Committee Update:** Aanya Goel, Katherine Li, and Kate Elias from the Youth Advisory Committee (YAC) presented the annual report on the committee's activities and efforts in the community, including a board and council interactions, volunteer outreach, increasing environmental awareness, and bolstering social media presence. Fellow YAC members were also present. Councilmembers complimented the YAC and recognized their integration with other boards.

Motion by Councilmember Ledbetter, seconded by Councilmember Burns, to receive the Annual Report from the Youth Advisory Committee for 2025/2026. Upon a voice vote, motion carried 6 to 0.

**Water/Sewer (Utility) Rate Study Committee - Citizen Appointment:** Mayor Pro Tem Pearson explained the Water/Sewer Rate Study Committee and introduced Steve Rodia as the citizen appointment.

Motion by Councilmember Burns, seconded by Councilmember Miller, to appoint Steve Rodia as the second citizen-at-large representative to the City Council Water/Sewer (Utility) Rate Study Committee. Upon a voice vote, motion carried 6 to 0.

#### **COUNCIL COMMITTEE REPORTS:**

Councilmember Burns provided an update for the Central County Transportation Board Authority (CCTA). He relayed there will be a millage question on the August 2026 ballot to support the Kalamazoo Transportation millage. He encouraged residents to visit the Kalamazoo Metro website for information on services.

Motion by Councilmember Young, seconded by Councilmember Miller, to receive the Council Committee Report as presented. Upon a voice vote, motion carried 6 to 0.

**STATEMENTS OF CITY COUNCIL AND CITY MANAGER:** Councilmember Olmsted addressed residents' concerns regarding their Waste Management (WM) invoice, by clarifying that residents are billed quarterly rather than monthly. She then promoted the KRESA Career Connect Campus, which supports trades education within Kalamazoo County. Lastly, she reminded residents to perform tick checks, noting that ticks can carry Lyme disease.

Councilmember Ledbetter recognized and wished everyone a happy International Women's Month. He also reminded motorists to watch for motorcycles. Councilmember Ledbetter then encouraged residents to contact the City of Portage if they have any concerns with WM and reiterated the process used for the bidding on a single-hauler contract and the companies involved.

Councilmember Miller reported attending several meetings with the ice rink feasibility team and supporters of the project. She noted that Kalamazoo Optimist Hockey Association (KOHA) has hosted town halls to address the future of local ice rinks. A study was also published stating the critical need for recreational ice arenas. Councilmember Miller then asked residents to contact City Hall with WM concerns and thanked them for their patience. She also encouraged residents who call WM to use the WM number dedicated to Portage residents.

Councilmember Young thanked the YAC for their work in the city, the members of Kalamazoo Alumnae Chapter of Delta Sigma Theta Sorority for attending the council meeting, and the citizens for their public comments. She announced that the Girl Scouts Heart of Michigan held their annual cookie bake-off benefit and that she was honored to join Councilmember Miller as a judge. She then offered condolences to those affected by the recent tornados in the area, thanked volunteers, and encouraged donations. She highlighted that the tornado warning siren system test is on the first Saturday of every month at 1:00 p.m. Next, she touched on the opioid grant and an opioid education event featuring Becky Savage. Lastly, she discussed activities highlighted in *The Portager*, including the Portage Road 360 Phase 1 Construction Open House.

Councilmember Burns welcomed Steve Rodia to the Water/Sewer (Utility) Rate Study Committee and spoke on the importance of the committee. He also welcomed Flora to Public Safety and directed the public to the Portage Public Safety Foundation who provided the funding. Councilmember Burns added additional comments on the need for community effort for sheet ice.

City Manager McGinnis recognized Doug Reams from WM in the audience and commented on the number of calls received and response time for WM, encouraging the public to sign up for yard waste services and to call City Hall with any WM concerns. He also noted the volunteers and community efforts for the recent tornados.

Mayor Pro Tem Pearson began by expressing his views on the single-hauler system and the upcoming election. He explained the pricing and competitive bidding process, shared a billing example, and encouraged the public to compare the new bills with those from the previous year.

**ADJOURNMENT:** Mayor Pro Tem Pearson adjourned the meeting at 6:49 PM.

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Tammy Durian, Deputy City Clerk

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Accounts Payable Register

**SUPPORTING PERSONNEL:** Lauren VanderVeen, Finance Director

**ACTION RECOMMENDED:** Approve the Accounts Payable Register of March 24, 2026, as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register, which includes automated clearing house payments, paper checks, auto-pay payments, electronic payments and credit card payments. The attached Accounts Payable Register covers the period March 1, 2026, through March 14, 2026, and notes \$928,544.85 in automated clearing house payments, \$651,981.85 in paper checks, \$172,667.25 in auto-pay payments, \$3,726,865.42 in electronic payments and \$23,788.06 in credit card payments (March) for a grand total of \$5,503,847.43.

**FUNDING:** Not Applicable

**Attachments:** 1. Accounts Payable Register of March 24, 2026

ACCOUNTS PAYABLE REGISTER  
 Check Dates From: 3/01/2026 to 3/14/2026

Check Date	Check	Vendor Name	Description	Amount
Check Type: ACH Transaction				
03/06/2026	26142(A)	ADP, INC.	ADP YEAR END REPORTING AND W2'S	3,201.00
03/06/2026	26143(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,304.26
03/06/2026	26144(A)	KUSHNER & COMPANY, INC.	COBRA AND FSA ADMINISTRATION	331.40
03/13/2026	26145(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	4,419.36
03/13/2026	26146(A)	AMAZON.COM SALES, INC.	OFFICE SUPPLIES-FN/TREASURY	861.76
03/13/2026	26147(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,100.00
03/13/2026	26148(A)	AVI SYSTEMS, INC.	NEWTEK RENEWAL 2026	835.33
03/13/2026	26149(A)	AXON ENTERPRISES, INC.	CONTRACT, BODY-WORN CAMERAS, IN-CAR VIDEO	164,462.12
03/13/2026	26150(A)	BARRON, DIANE E	PZSC TAP DANCE INSTRUCTOR	420.00
03/13/2026	26151(A)	BATTERIES PLUS	MISC REPLACEMENT BATTERIES-MULT LOCS	1,352.00
03/13/2026	26152(A)	BAUCKHAM, THALL, SEEBER, KAUFMAN	ATTORNEY FEES MARCH 2026	27,083.33
03/13/2026	26153(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM EXTENSION	74,443.50
03/13/2026	26154(A)	CARLETON EQUIPMENT CO.	SMALL EQUIPMENT REPAIRS	503.81
03/13/2026	26155(A)	CHARTER COMMUNICATIONS	CABLE TV	551.25
03/13/2026	26156(A)	CLEAN EARTH ENVIRONMENTAL SERV	WATER TREATMENT PLANT IRON SLUDGE REMOVAL	2,742.50
03/13/2026	26157(A)	CONSOLIDATED ELECTRICAL DIST INC	REPAIR & MAINTENANCE SUPPLIES	480.80
03/13/2026	26158(A)	COX, ELISA ROSE	PZSC PERSONAL TRAINER	330.00
03/13/2026	26159(A)	CPS HR CONSULTING	LAW ENFORCEMENT EXAMS	1,194.60
03/13/2026	26160(A)	D & D PRINTING CO.	PRINTING SERVICES	516.40
03/13/2026	26161(A)	DATA CONSTRUCTS LLC	DNS FAILOVER SERVICES	80.50
03/13/2026	26162(A)	DEPATIE FLUID POWER COMPANY	REPAIR & MAINTENANCE SUPPLIES	1,208.10
03/13/2026	26163(A)	DETROIT SALT COMPANY, L.C.	SEASONAL SALT DELIVERY - BACKUP	44,972.01
03/13/2026	26164(A)	EARLE, SHELIA L	PZSC CHAIR YOGA, BARRE, PILATES & PERSONAL TR	1,600.00
03/13/2026	26165(A)	ENGINEERED PROTECTION SYSTEMS, INC.	RECONFIGURE EVID SECURITY ACCESS	516.00
03/13/2026	26166(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	UPFITTING, REPAIR & MAINT SUPPLIES	757.78
03/13/2026	26167(A)	EVERETT, CHIP	PER DIEM-SOCIETY OF EMS ICS CONFERENCE	176.00
03/13/2026	26168(A)	FERGUSON US HOLDINGS, INC	REPAIR & MAINTENANCE SUPPLIES	240.06
03/13/2026	26169(A)	FISHBECK THOMPSON CARR & HUBER, INC	RISK & RESILIENCE ASSESSMENT UPDATE 2026	5,037.50
03/13/2026	26170(A)	GENUINE PARTS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	1,346.28
03/13/2026	26171(A)	VOID		0.00
03/13/2026	26172(A)	GLOBAL EQUIPMENT CO., INC.	RECEPTION CHAIRS	1,469.04
03/13/2026	26173(A)	GORNO FORD	2026 FORD POLICE UTILITY VEHICLES	344,456.00

ACCOUNTS PAYABLE REGISTER  
Check Dates From: 3/01/2026 to 3/14/2026

Check Date	Check	Vendor Name	Description	Amount
03/13/2026	26174(A)	GRAYBAR ELECTRIC CO INC	REPLACE EMERGENCY PHONE	535.14
03/13/2026	26175(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES-MULT LOCS	356.00
03/13/2026	26176(A)	INDUSCO SUPPLY CO., INC.	CITYWIDE FACILITY JANITORIAL SUPPLIES	692.40
03/13/2026	26177(A)	INTEGRAL PARTNERS LLC	2026 LOCAL STREETS ENGINEERING SERVICES	15,200.00
03/13/2026	26178(A)	J & H OIL COMPANY	BULK FUEL DELIVERY	25,233.92
03/13/2026	26179(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS FOR WINTER USE/PARKS	800.00
03/13/2026	26180(A)	KAHN, WILMA	PZSC REMINISCENCE WRITING INSTRUCTOR	348.00
03/13/2026	26181(A)	KEHOE, EDWARD J	PZSC TAI CHI & QIGONG INSTRUCTOR	620.00
03/13/2026	26182(A)	KENT COUNTY DPW	WASTE DISPOSAL RED MED/DRUG	90.00
03/13/2026	26183(A)	KITE, HENRY	REIMB EXPS-BOSCH CRASH DATA RETRIEVAL TR	15.00
03/13/2026	26184(A)	KONICA MINOLTA BUSINESS SOLUTIONS	FIRE PRINTER MAINTENANCE AGREEMENT	16.40
03/13/2026	26185(A)	KSS ENTERPRISES	VACUUM MAINTENANCE	367.42
03/13/2026	26186(A)	KURZAVA, MATTHEW STEPHEN	PZSC TAI CHI FITNESS INSTRUCTOR	760.00
03/13/2026	26187(A)	LAWSON PRODUCTS, INC	REPAIR & MAINTENANCE SUPPLIES	595.37
03/13/2026	26188(A)	LOWE'S HOME CENTER	REPAIR & MAINTENANCE SUPPLIES	66.64
03/13/2026	26189(A)	MACQUEEN EQUIPMENT, LLC	PAR-KAN EASY DUMP INSERT, FIRE OP SUP	35,562.79
03/13/2026	26190(A)	MAIL MANAGEMENT, INC.	INK CARTRIDGE	415.00
03/13/2026	26191(A)	MARTIN, MATTHEW	PER DIEM-STAFF & COMMAND SCHOOL	261.00
03/13/2026	26192(A)	MEJEUR ELECTRIC LLC	MISC ELECTRICAL SERVICES	334.00
03/13/2026	26193(A)	METRONET HOLDINGS LLC	TELEPHONE SVC, DATA	3,656.38
03/13/2026	26194(A)	NATIONAL TELEPHONE MESSAGE CORP	COMM ENGAGEMENT RESOURCE TEAM SUPPLIES	3,777.05
03/13/2026	26195(A)	NYE UNIFORM CO	FIRE UNIFORMS	305.49
03/13/2026	26196(A)	O'REILLY AUTO PARTS	MISC AUTO SUPPLIES	85.30
03/13/2026	26197(A)	OFF THE CUFF CATERING	PZSC VETERANS LUNCHEON	1,425.00
03/13/2026	26198(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	1,482.90
03/13/2026	26199(A)	PARIS CLEANERS	LAUNDRY SERVICES	16.96
03/13/2026	26200(A)	PLM LAKE & LAND MANAGEMENT	PERMIT FEE- WEST LAKE WEED MGT PROGRAM	1,000.00
03/13/2026	26201(A)	PRECISION PRINTER SERVICES INC	PRINTER SUPPLIES	259.95
03/13/2026	26202(A)	PRINTING SERVICES INC	PRINTING SERVICES	11,010.28
03/13/2026	26203(A)	PRO SERVICES, INC.	REPAIR/REPLACE LEAKING PIPE & INSULATE	2,373.78
03/13/2026	26204(A)	QUADRANT II MARKETING, LLC	PZSC MARCH/APRIL 2026 NEWSLETTER	2,759.00
03/13/2026	26205(A)	R W LAPINE INC.	REPAIR/CHECK LEAK AT MILLENIUM PARK	2,587.35
03/13/2026	26206(A)	RATHCO SAFETY SUPPLY, INC.	ROAD SIGNS MAJORS/LOCALS	1,666.22

ACCOUNTS PAYABLE REGISTER  
Check Dates From: 3/01/2026 to 3/14/2026

Check Date	Check	Vendor Name	Description	Amount
03/13/2026	26207(A)	S B F ENTERPRISES, INC.	PRINT, PROCESS, MAIL WATER & SEWER BILL	555.80
03/13/2026	26208(A)	SCHULTZ, KYLIE	PZSC BARRE INSTRUCTOR	240.00
03/13/2026	26209(A)	SHELDON, ASHLEY ELIZABETH	PZSC DANCE SPACE RENTAL	245.00
03/13/2026	26210(A)	SHINY BRITE WASHING SYSTEMS LLC	CAR WASHES	275.00
03/13/2026	26211(A)	SMART SOURCE, LLC	PRINTING SERVICES	51.22
03/13/2026	26212(A)	SNELL, DEBRA	PZSC FITNESS INSTRUCTOR BARRE & LINE DANCE	2,630.00
03/13/2026	26213(A)	SPC SPECIALTY PRODUCTS, LLC	AQUA PATCH	3,996.00
03/13/2026	26214(A)	STATE INDUSTRIAL PRODUCTS CORP	PARTS-WASHER FILTERS	527.24
03/13/2026	26215(A)	STOUT, MELISSA	PZSC CHAIR YOGA, BARRE AND MAT YOGA	780.00
03/13/2026	26216(A)	TMK WORLDWIDE, LLC	METER SERVICE	357.21
03/13/2026	26217(A)	TRUCK & TRAILER SPECIALTIES	REPAIR & MAINTENANCE SUPPLIES	4,015.44
03/13/2026	26218(A)	UNITED PARCEL SERVICE	UPS WEEKLY	40.36
03/13/2026	26219(A)	UNITED PETROLEUM	GAS AND DIESEL PUMP REPAIR	1,916.62
03/13/2026	26220(A)	VANOVERBEEK, JOSHUA	REIMB-MFIS MEMBERSHIP FEE	42.89
03/13/2026	26221(A)	WAYNE COUNTY APPRAISAL LLC	ASSESSING SERVICES	42,969.25
03/13/2026	26222(A)	WEST MICHIGAN INT'L LLC	REPAIR & MAINTENANCE SUPPLIES	1,318.64
03/13/2026	26223(A)	WEST MICHIGAN STAMP & SEAL, INC	NOTARY STAMP & EMBOSSER	57.00
03/13/2026	26224(A)	WIGHTMAN	ENGINEERING SERVICES-MULT LOCS	58,250.75
03/13/2026	26225(A)	WOLVERINE LAWN SERVICES, INC.	SNOWPLOWING/CROSSWALK SERVICES	7,034.00
03/13/2026	26226(A)	WOLVERINE POWER SYSTEMS, LLC	GENERATOR SERVICE & REPAIR	575.00
<b>Total ACH</b>				<b>928,544.85</b>

Check Type: Paper

03/06/2026	332971	L FARNUM INCORPORATED	REPORT PREP & FILING	200.00
03/06/2026	332972	EMPLOYEE ISSUED	RETURNED PAYROLL WAGE GARNISHMENT PMT	263.38
03/13/2026	332974	ADP SCREENING & SELECTION SERVICES	BACKGROUND SERVICES	35.99
03/13/2026	332975	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	297.00
03/13/2026	332976	ALLIED MECHANICAL SERVICE	HVAC SERVICES-MULT LOCS	695.00
03/13/2026	332977	ALTA EQUIPMENT CO.	REPAIR & MAINTENANCE SUPPLIES	2,483.21
03/13/2026	332978	ARROWHEAD SCIENTIFIC, INC.	MISC EVIDENCE SUPPLIES	87.12
03/13/2026	332979	BOGATSCHOW, HELEN	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	332980	BURKETT, GLORIA	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	332981	CHAPIN SERVICES, LLC	TREE REMOVAL SERVICES	2,000.00

ACCOUNTS PAYABLE REGISTER  
Check Dates From: 3/01/2026 to 3/14/2026

Check Date	Check	Vendor Name	Description	Amount
03/13/2026	332982	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	502,837.41
03/13/2026	332983	CLEANWATER CORPORATION OF AMERICA	WATER COOLER SERVICE	720.05
03/13/2026	332984	CLUB PILATES OF KALAMAZOO	PZSC RENTAL SECURITY DEP REFUND 03.7.26	250.00
03/13/2026	332985	COAKLEY, VANESSA	PZSC RENTAL SECURITY DEP REFUND 03.7.26	250.00
03/13/2026	332986	DORRANCE FORD INC	VEHICLE MAINTENANCES	389.30
03/13/2026	332987	DTN, LLC	WEATHER SERVICES	1,255.23
03/13/2026	332988	ECO-COMPTEUR INC.	ECO-COUNTER REPLACEMENT TUBES	480.00
03/13/2026	332989	FAWLEY OVERHEAD DOOR, INC.	DPW REPAIR C BUILDING	274.50
03/13/2026	332990	FIRST AMERICAN TITLE INSURANCE CO.	INFORMATIONAL TITLE	750.00
03/13/2026	332991	FISHER, KENNETH & MARIAN	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	332992	FLETCHER ENTERPRISES	PAINTING FS-1, GRAFFITI REMOVAL	9,230.00
03/13/2026	332993	FOLLIS, BRENDA	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	332994	GASCON, MARIA	PZSC TRIP DEPT REFUND 06.08.26	300.00
03/13/2026	332995	GRILL, JANE	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	332996	HAFFENDEN, JOAN	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	332997	HIKSSA, SOLOMON	TORNADO RELIEF AGREEMENT REIMBURSEMENT	12,150.00
03/13/2026	332998	HOME DEPOT CREDIT SERVICES	REPAIR & MAINTENANCE SUPPLIES	750.67
03/13/2026	332999	HOOGSTRATEN BUILDERS INC	BD BOND REFUND	428.00
03/13/2026	333000	HUTCHINSON, ANNE	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	333001	IA AMERICAN INVESTCO, INC	VEHICLE CLEANING/PROTECTANT PRODUCTS	3,795.30
03/13/2026	333002	INTEGRITY AUTOMATIC DOOR LLC	NEW AUTOMATIC DOORS - PZSC	25,650.00
03/13/2026	333003	J & J LOCKSMITHS	RE-KEY PARKS OFFICE EXTERIOR DOORS	355.00
03/13/2026	333004	JOZWIK, HEATHER	REIMB-MFIS MEMBERSHIP FEE	40.00
03/13/2026	333005	K2AVL INC	CONCERT SOUND DEPOSIT-MULT CONCERTS	3,025.00
03/13/2026	333006	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES FEBRUARY 2026 MOBILE HOME TX	245.00
03/13/2026	333007	KALAMAZOO COUNTY TREASURER	4TH QTR 2025 BILLING FOR SUBPOENA BY MAIL	497.25
03/13/2026	333008	KALAMAZOO LAWN & GARDEN EQUIPMENT	SHOP TOOLS	79.97
03/13/2026	333009	KALAMAZOO X-RAY SALES/DATA GUARDIAN	STORAGE BOXES	235.00
03/13/2026	333010	KRAMER, CAROL	MAILBOX REIMBURSEMENT	44.00
03/13/2026	333011	LAKELAND ASPHALT CORP.	ROAD MAINTENANCE - COLD PATCH	633.40
03/13/2026	333012	LANGUAGE LINE, INC	LANGUAGE LINE SERVICES	101.37
03/13/2026	333013	LAWLER, FAY	PZSC TRIP DEPT REFUND	200.00
03/13/2026	333014	LEXISNEXIS RISK DATA MANAGEMENT INC	MONTHLY ACCURINT	150.00

ACCOUNTS PAYABLE REGISTER  
 Check Dates From: 3/01/2026 to 3/14/2026

Check Date	Check	Vendor Name	Description	Amount
03/13/2026	333015	LINDAHL, ANN	PZSC TRIP DEPT REFUND 06.0826	200.00
03/13/2026	333016	LONG, BETTY JANE	GRAIN ELEVATOR DEPOSIT REFUND	150.00
03/13/2026	333017	LURE CREATIVE DESIGN, INC	2026 DISCOVER KALAMAZOO FULL PAGE AD	1,840.00
03/13/2026	333018	LYNCH, JORDAN MICHAEL	ARBORIST SERVICES	400.00
03/13/2026	333019	MALSOM, ANDREA JEAN	PZSC PARKINSONS GROUP INSTRUCTOR	525.00
03/13/2026	333020	MANAGMENT ADVISORY GROUP INT'L INC	EMPLOYEE COMPENSATION STUDY	6,800.00
03/13/2026	333021	MCENDAFFER, CAROLYN	PZSC TRIP DEPT REFUND 03.15.26	130.00
03/13/2026	333022	MICHAEL, SARAH	PZSC PROGRAM REFUND DUPLICATE PAYMENT	250.00
03/13/2026	333023	MLIVE MEDIA GROUP	TEARSHEET/AFFIDAVIT/KEEPSAKES	3,735.83
03/13/2026	333024	NEDERVELD, INC	PZSC RENTAL SECURITY DEP REFUND 030426	300.00
03/13/2026	333025	OFFICE DEPOT, INC.	OFFICE SUPPLIES	197.96
03/13/2026	333026	OSEI, JOLENE	PZSC RENTAL SECURITY DEP REFUND	250.00
03/13/2026	333027	PECKELS, JOE	MAILBOX REIMBURSEMENT	44.00
03/13/2026	333028	PERKINS TIRE SERVICE	TRACTOR TIRE REPAIR	179.00
03/13/2026	333029	PETERMAN CONCRETE CO.	CATCH BASIN REPAIR	216.98
03/13/2026	333030	PETTY CASH-ANTONIA ALEMAN	REPLENISHMENT CHECK	374.46
03/13/2026	333031	PROPERTY MANAGEMENT SYSTEMS	MANAGEMENT FEES 9303 PORTAGE RD	460.00
03/13/2026	333032	RUSCH PRODUCTIONS INC	HAYLOFT REOPENING-SQUARE DANCE	425.00
03/13/2026	333033	RUSSELL, MICHELLE	PZSC RENTAL SECURITY DEP REFUND 02.28.26	250.00
03/13/2026	333034	SHILTS, DAWN	PZSC RENTAL SECURITY DEP REFUND 02.26.26	250.00
03/13/2026	333035	SIMSICK, BRIAN	REIMB-CAR SEAT TECH RECERTIFICATION	55.00
03/13/2026	333036	SMITH, ELISHA	SCHRIER BUILDING DEPOSIT REFUND	150.00
03/13/2026	333037	STATE SYSTEMS RADIO, INC	RADIO SVC FEES, PORTAGE REPEATER SVC	577.50
03/13/2026	333038	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIPMENT REPAIR/MAINTENANCE	2,877.93
03/13/2026	333039	STUUT, KATHLEEN	PZSC TRIP DEPT REFUND 05.07.26	170.00
03/13/2026	333040	SUTTON, NANCY	SCHRIER BLD DEPOSIT REFUND	440.00
03/13/2026	333041	TAO, CHENG	PZSC SEATED TAI CHI & STANDING TAI CHI INSTRUCT	1,585.00
03/13/2026	333042	TED'S APPLIANCE, LLC	DISH WASHERS REPAIRED	325.00
03/13/2026	333043	TODD, CAROL	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	333044	ULINE, INC.	STORAGE CABINETS, SHELVING UNIT, CLIPBDS	4,515.24
03/13/2026	333045	WALTERS, RHONDA	PZSC TRIP DEPT REFUND 06.08.26	200.00
03/13/2026	333046	WILLIAMS & WORKS	ENGINEERING SVCS-MULT LOCATIONS	49,675.42
03/13/2026	333047	WSMH, INC.	BLKHMO WWMT PAGE EVENT ADVERTISING	1,500.00

ACCOUNTS PAYABLE REGISTER  
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Check Date	Check	Vendor Name	Description	Amount
03/13/2026	333048	ZOLMAN TIRE INC.	TIRE REPAIRS	154.38
<b>Total Paper Checks</b>				<b>651,981.85</b>
<b>Check Type: Auto-Pay Payments</b>				
03/02/2026		CONSUMERS ENERGY	GAS-ELECTRIC	365.62
03/02/2026		CITY OF PORTAGE	WATER/SEWER BILLING	7,723.51
03/03/2026		CONSUMERS ENERGY	GAS-ELECTRIC	743.46
03/03/2026		BLUE CROSS/BLUE SHIELD OF MI	HEALTH INSURANCE	1,257.70
03/04/2026		CONSUMERS ENERGY	GAS-ELECTRIC	11,443.78
03/05/2026		CONSUMERS ENERGY	GAS-ELECTRIC	52,948.43
03/06/2026		CONSUMERS ENERGY	GAS-ELECTRIC	2,128.00
03/06/2026		MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	47,996.17
03/09/2026		CONSUMERS ENERGY	GAS-ELECTRIC	10,039.59
03/09/2026		INVOICE CLOUD	PROCESSING FEES	935.25
03/10/2026		CONSUMERS ENERGY	GAS-ELECTRIC	31,054.50
03/11/2026		CONSUMERS ENERGY	GAS-ELECTRIC	4,537.81
03/12/2026		CONSUMERS ENERGY	GAS-ELECTRIC	1,493.43
<b>Total Auto-Pay Payments</b>				<b>172,667.25</b>
<b>Check Type: Electronic Payments</b>				
02/26/2026		ASU GROUP	WORKERS COMP FUNDING	7,425.00
02/27/2026		SBF	POSTAGE - WATER/SEWER BILLING	1,729.09
03/02/2026		KALAMAZOO COUNTY	BROWNFIELD SUMMER 2025 CAPTURE	99,030.88
03/02/2026		MULTIPLE	2024 IFT DISBURSEMENT	2,130,426.78
03/06/2026		MULTIPLE	WEEKLY TAX DISBURSEMENT 3/2/25	1,476,004.82
03/06/2026		KALAMAZOO CO DRAIN COMMISSIONER	2025 AUSTIN LAKE DRAIN COLLECTION	12,248.85
<b>Total Electronic Payments</b>				<b>3,726,865.42</b>
<b>Check Type: Credit Card</b>				
02/02/2026		AMAZON MKTPL 994XN96B3	DETECTIVE CELL PHONE PROTECTOR	9.49
02/02/2026		COMMUNICATORAWARDS.COM	COMMUNICATOR AWARD ENTRY FEES	925.00
02/02/2026		AMAZON MKTPL D33F94CF3	RE-STOCK OF SUPPLIES-CLERK	93.22
02/03/2026		AMAZON MKTPL VW9A080J3	PROGRAM SUPPLIES-PZSC	89.21

ACCOUNTS PAYABLE REGISTER  
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Check Date	Check	Vendor Name	Description	Amount
02/03/2026		SAMSClub #6661	REFUND CANDY-BLACK HISTORY MONTH MOVIE	(156.80)
02/03/2026		B2G, LLC O #182323	BLUE TO GOLD REGISTRATION	495.00
02/03/2026		FARM DEPOT 2 LTD	PARTS RETURN	(99.98)
02/04/2026		AMAZON RETA QM9EI7JQ3	BOOKS FOR TRAINING-FD	290.32
02/04/2026		MMTA	FINANCE MMTA TRAINING REGISTRATION	99.00
02/04/2026		B2B PRIME 8N9MV3NI3	FINANCE ANNUAL BUSINESS PRIME MEMBERSHIP	779.00
02/04/2026		AMAZON RETA 4W0ML5G33	FINANCE OFFICE SUPPLIES	24.99
02/04/2026		AMERICAN WATER WORKS ASSO	2026/27 STANDARDS - IN PRINT UPDATE SERVICE	900.00
02/04/2026		AMAZON RETA PN96M8FX3	OFFICE SUPPLIES-DPW	68.59
02/04/2026		LS ART BAYOU	ART CLASS FEE	668.00
02/04/2026		AMAZON MKTPL GZ3TI0MU3	SENIOR CENTER TOOLS	16.54
02/04/2026		CORNWELL TOOLS	SHOP TOOLS	44.43
02/05/2026		APT US&C	FINANCE-FRONT LINE CASH HANDLING TR REG	99.00
02/05/2026		MTU-CASHIERS OFFICE WEB	ASPHALT PAVING INSPECTION WORKSHOP REG	60.00
02/05/2026		CARRABBAS 7308	EXIT INTERVIEW	66.26
02/05/2026		IFEBP MILWAUKEE	BENEFITS SPECIALIST MEMBERSHIP	325.00
02/06/2026		AMWAY GRAND PLAZA PARKING	REIMB PARKING AT MACP CONF-VENDOR DAY	12.00
02/09/2026		QUALIFICATION TARGETS INC	TARGETS FOR SNIPER TRAINING	49.84
02/09/2026		USPS.COM CLICKNSHIP	POSTAGE-PIO	8.85
02/09/2026		AMAZON MKTPL 5A2IK2OV3	250TH 4TH OF JULY CELEBRATION EXHIBIT SUP-PK	94.81
02/09/2026		AMAZON MKTPL 283BZ0OC3	250TH 4TH OF JULY CELEBRATION EXHIBIT SUP-PK	187.45
02/09/2026		AMAZON MKTPL VI0F96AY3	CHOCOLATE CANDY-MPIR VALENTINE'S SKATE -PK	37.84
02/09/2026		SAMSClub #6661	ACCIDENTAL PURCHASE-REF PENDING	167.71
02/09/2026		HOLIDAY INN EXPRESS HOLL	HOTEL EXP-STAFF & COMMAND SCHOOL	478.80
02/09/2026		AMWAY GRAND PLAZA HOTE	HOTEL EXP FOR MACP WINTER CONFERENCE	453.20
02/09/2026		AMAZON MKTPL PR0MC2K63	BUSINESS CARD HOLDER-DPW	6.36
02/09/2026		AMAZON MKTPL PV9KF93S3	FISH CAMP SUPPLIES-PK	33.98
02/09/2026		AMWAY GRAND PLAZA HOTE	TRAINING CONFERENCE - MACP	403.20
02/10/2026		AMAZON MKTPLACE PMTS	CREDIT FOR RETURN PROGRAM SUPPLIES-PZSC	(39.63)
02/10/2026		NAPA STORE 0353875	GENERATOR PARTS	30.57
02/10/2026		AMAZON MKTPL S841D5993	250TH 4TH OF JULY CELEBRATION EXHIBIT SUP-PK	490.51
02/10/2026		AMAZON MKTPL NG5JK0TO3	IPAD COVER-DPW	11.87
02/10/2026		ASFPM	FLOODPLAIN CERTIFICATION	180.00

ACCOUNTS PAYABLE REGISTER  
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Check Date	Check	Vendor Name	Description	Amount
02/10/2026		AMAZON MKTPL S29B33NU3	FISH CAMP SUPPLIES-PK	77.91
02/11/2026		AMAZON MKTPL O84P63I33	GALLERY IN THE PARKS SUPPLIES-PK	38.99
02/11/2026		AMAZON MKTPL EK6JH8F53	GALLERY IN THE PARKS SUPPLIES-PK	38.58
02/11/2026		CALIBRE PRESS	STREET COMMUNICATION REGISTRATION	209.00
02/11/2026		POLICE EXECUTIVE RESEARCH	PERF MEMBERSHIP RENEWAL	250.00
02/11/2026		SPOTIFY USA	MONTHLY SPOTIFY SUBSCRIPTION FOR EVENTS	11.99
02/12/2026		AMAZON RETA KY4PS8IA3	BADGE DRAWER ORGANIZER-PD	39.99
02/12/2026		AMAZON MKTPL 0845U0W93	BINDER RINGS FOR WORKOUT BOOKLETS-FD	7.59
02/12/2026		MEIJER STORE #196	PROGRAM SUPPLIES	65.06
02/12/2026		SAMS CLUB #6661	SUPPLIES FOR VETERANS LUNCH	65.92
02/12/2026		MICHIGAN ASSOCIATION OF C	MACP ADMIN ASST CONF REGISTRATION	250.00
02/12/2026		MICHIGAN MUNICIPAL LEAGU	ELECTED OFFICIALS TRAINING	155.00
02/12/2026		INST. OF POLICE TECH &	EVENT DATA RECORDER REGISTRATION	895.00
02/12/2026		AMAZON MKTPL PJ1122NO3	CHAINSAW SHARPENERS-DPW	78.92
02/13/2026		AMAZON MKTPL OJ17C0S03	PATROL SHOE BRUSHES-PD	49.63
02/13/2026		SAMSClub #6661	SUPPLIES FOR MUSIC BINGO	39.86
02/13/2026		EGLWATER USE	WATER USE REPORTING FEE - MILLENNIUM PARK	200.00
02/13/2026		AMAZON MKTPL RZ4TF7983	COLONIAL WIGS-250TH CELEBRATION EVENT-PK	38.98
02/13/2026		AMAZON.COM BX6JX4DF3	BASIC DISPLAY PORT HDMI CABLE	36.42
02/13/2026		DOUBLETREE HOTELS	INSTRUCTOR DEVELOPMENT HOTEL EXP	265.08
02/16/2026		AMAZON MKTPL IW5ZV1DU3	POLICE HOLSTER PARTS	2,422.59
02/16/2026		AMAZON MKTPL 289AD5F53	REPLACEMENT HANDHELD SPEAKER MIC-FD	22.90
02/16/2026		AMAZON MKTPL LP06J1C93	STATION 1 KITCHEN SUPPLIES	14.44
02/16/2026		AMAZON MKTPL T37L60TX3	S WESTNEDGE PARK - OPERATING SUPPLIES-DPW	471.92
02/16/2026		SAMS CLUB #6661	REFUND OF ACCIDENTAL PURCHASE	(167.71)
02/16/2026		JOB BOARD WEBScribble	APWA JOB POSTING	675.00
02/16/2026		GEMSEAL SEALMASTER WYOMIN	ASPHALT RELEASE AGENT	76.99
02/17/2026		AMAZON MKTPL U26SK6CV3	PATROL SHOE POLISH SUPPLIES	123.31
02/17/2026		AMAZON MKTPL RT4EZ58E3	PROGRAM SUPPLIES-PZSC	225.94
02/17/2026		AMAZON MKTPL GM90X9B73	EVIDENCE BASED PROGRAMMING SUP-PZSC	311.53
02/17/2026		BEST BUY 00004135	DISPLAY/TRAINING MONITOR'S	973.92
02/17/2026		MICHIGAN MUNICIPAL LEAGU	MML CAPITAL CONFERENCE REG	500.00
02/17/2026		AMAZON MKTPL B18TK1IJ2	PLANNING CALENDAR-DPW	9.98

ACCOUNTS PAYABLE REGISTER  
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Check Date	Check	Vendor Name	Description	Amount
02/18/2026		ERS INTERNATIONAL	MACHINE RESCUE OPERATIONS REGISTRATION	300.00
02/18/2026		AMAZON MKTPL NY48R21H3	RECHARGEABLE BATTERIES FOR AV-PZSC	29.99
02/18/2026		AMAZON MKTPL 9W7B175X3	EVIDENCE BASED PROGRAMMING SUP-PZSC	191.25
02/18/2026		AMAZON MKTPLACE PMTS	GALLERY IN THE PARKS SUPPLIES-RETURN-PK	(13.59)
02/19/2026		SLI DO	TRAINING SOFTWARE	210.00
02/19/2026		AMAZON MKTPL B90IH6L92	OFFICE SUPPLIES-FD	14.99
02/19/2026		CRAFTMASTER HARDWARE, LLC	KNOX BOX KEY SYSTEM TO SECURE KNOX BOX KEYS	295.17
02/19/2026		AMAZON MKTPL 2Y5JM0PI3	SUPPLIES FOR SOCIAL CARD GROUPS-PZSC	94.24
02/19/2026		AMAZON MKTPL NO2BE6YD3	COMPUTER STAND EQUIPMENT-PZSC	26.75
02/19/2026		EGL WATER USE	HAMPTON CREEK PUMPING 2025 PERMIT FEE	200.00
02/19/2026		AMAZON MKTPL E617373W3	S WESTNEDGE PARK - OPERATING SUPPLIES-DPW	353.94
02/19/2026		AMAZON.COM B933J2L32	NETGEAR 5 PORT SWITCH-IT	52.29
02/19/2026		TST FRANCOS	SUPPLIES FOR PROGRAM	228.33
02/19/2026		MAILCHIMP MISC	EMAIL SERVICE MONTHLY FEE	85.00
02/19/2026		ZOOM.COM 888-799-9666	VIRTUAL PROGRAMMING SYSTEM	129.97
02/19/2026		WWW.APWA.NET	FACILITIES & GROUNDS MGMT CERT PROG	150.00
02/20/2026		AMAZON RETA H92806E53	CRIME ANALYST COMPUTER DRIVE-PD	239.99
02/20/2026		ERS INTERNATIONAL	DUPL CHRG-RESCUE OPERATIONS REG-REF PENDING	300.00
02/20/2026		WWW.US.MPLC.COM	PUBLIC MOVIE SCREENING ANNUAL LICENSE	334.95
02/20/2026		AMAZON RETA B95Y00E22	SUPPLIES FOR NEW MEMBER MAILING-PZSC	34.99
02/20/2026		AMAZON MKTPL UZ5YM0IA3	RECHARGEABLE BATTERIES FOR AV SYSTEM-PZSC	136.72
02/20/2026		AMAZON MKTPL 6W2H45EP3	CAT 6 OUTDOOR ETHERNET CABLE 25 FT-PZSC	9.90
02/20/2026		FRESH THYME #607	SUPPLIES FOR MIND OVER MATTER CLASS	22.33
02/20/2026		PARIS CLEANERS AND LAUNDR	LAUNDRY SERVICES	21.20
02/23/2026		POKERCHIPS.COM	CERT RECRUITING POKER CHIPS	255.18
02/23/2026		AMAZON MKTPL 6Y3XQ09L3	ADA PRECINCT SUPPLIES-CLERK	173.82
02/23/2026		MAXI AIDS INC	ADA PRECINCT KIT SUPPLIES	56.60
02/23/2026		FREE CONFERENCE CALL GLOB	MONTHLY FREE CONFERENCE CALL CHARGES	13.13
02/23/2026		THE WEBSTAUANT STORE INC	COFFEE BAR SUPPLIES	304.77
02/24/2026		AMAZON MKTPL B952B1RD2	ADA PRECINCT SUPPLIES-CLERK	104.85
02/24/2026		AMAZON MKTPL 1E81E9BI3	PRECINCT CABLES, ADA YAC SUPPLIES-CLERK	385.41
02/24/2026		AMAZON RETA B94BP8Y22	ADA PRECINCT SUPPLY STORAGE BAG-CLERK	284.85
02/25/2026		3CMA ONLIN INV-5597	MEMBERSHIP FEE	400.00

ACCOUNTS PAYABLE REGISTER  
 Check Dates From: 3/01/2026 to 3/14/2026

Check Date	Check	Vendor Name	Description	Amount
02/25/2026		AMAZON RETA BE4R40L72	OFFICE SUPPLIES-PIO	23.99
02/25/2026		MICHAELS #9490	HAPPY BIRTHDAY AMERICA CARD CONTEST SUPPLIES	149.94
02/25/2026		MEIJER STORE #196	REFRESHMENTS - SWET BOARD MEETING	37.13
02/25/2026		AMR ALLIANCE	AMR ALLIANCE CONFERENCE REGISTRATION	425.00
02/26/2026		AMAZON MKTPL B926M3P71	OFFICE SUPPLIES-PIO	37.59
02/26/2026		AMAZON MKTPL B93S05E71	SMALL TOOL MAINTENANCE-FD	49.98
02/26/2026		CROWN TROPHY #104	TROPHIES FOR PING PONG LEAGUE	47.00
02/26/2026		YIFTEE EGIFT PROVIDER	STUDENT ART AWARD	50.00
02/26/2026		PREMIER WORLD DISCOVERY	FEE FOR A PORTION OF TRAINING COSTS	150.00
02/27/2026		GALLS	SWAT UNIFORM PANTS	210.99
02/27/2026		AMAZON MKTPL B97D715Q1	LAPTOP CHARGING STATION TRAINING RM-FD	170.99
02/27/2026		ALLIANZ TRAVEL INS	TRAVEL INSURANCE FOR FLIGHT	31.01
02/27/2026		AMERICAN SOCIETY ON AGIN	AMERICAN SOCIETY ON AGING MEMBERSHIP	695.00
02/27/2026		AMERICAN AIR0012320362488	FLIGHT EXP-AMERICAN SOC ON AGING CONF	276.81
02/27/2026		AMERICAN AIR0010643963244	FLIGHT EXP-AMERICAN SOC ON AGING CONF	106.05
02/27/2026		PARIS CLEANERS AND LAUNDR	LAUNDRY SERVICES	21.20
			<b>Total Credit Card Payments</b>	<b>23,788.06</b>
			<b>Grand Total</b>	<b>5,503,847.43</b>

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** South Westnedge Avenue Reconstruction Project - Bid Tabulation

**SUPPORTING PERSONNEL:** Kendra Gwin, Director of Transportation & Utilities

**ACTION RECOMMENDED:** Award a construction contract for the South Westnedge Avenue Reconstruction project to Rieth Riley Construction Company, Incorporated, Kalamazoo, Michigan in an amount not to exceed \$3,580,958.68 and authorize the City Manager to execute all documents related to the contracts on behalf of the city.

The FY 2022-2023 & 2025-2026 Capital Improvement Program budgets include funding for the reconstruction of South Westnedge Avenue from South Shore Drive to Centre Avenue. The work includes lining of the sanitary sewer force main, replacement of sidewalk and trails, concrete curb and gutter at intersections, and reconstruction of the existing roadway. Major street reconstruction projects are selected based on pavement conditions, average daily traffic, federal aid eligibility, as well as potential development activities. Future work will focus on preserving and restoring pavement conditions on major streets, which will allow additional roadway mileage to be restored yearly.

On March 22, 2022, City Council approved a contract with Abonmarche Consultants, for design and construction engineering of the South Westnedge Avenue Reconstruction project from Melody Avenue to Centre Avenue. Safety improvements and replacement of the traffic signal at Centre Avenue were completed in 2023; however, reconstruction of the roadway was deferred until construction of the new Portage Central Elementary school was complete. On July 24, 2025, City Council approved a contract with Abonmarche Consultants, for the design and construction engineering for the South Westnedge Avenue Reconstruction project from South Shore Drive to Melody Avenue. Design was finalized for bidding on the project and on March 12, 2026, three bids were received with the low bid being submitted by Rieth Riley Construction Company, Incorporated in the amount of \$3,580,958.68. Rieth Riley Construction Company, Incorporated, has successfully completed many projects in the city.

It is recommended that City Council award a construction contract to Rieth Riley Construction Company, Incorporated, Kalamazoo, Michigan, for the South Westnedge Avenue Reconstruction project in an amount not to exceed \$3,580,958.68 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

**FUNDING:** Sufficient funding exists in the FY 22-23 & 25-26 Capital Improvement Program Budgets.

**Attachments:** 1. South Westnedge Avenue Reconstruction Project - Bid Tabulation

**2026 RFB S. WESTNEDGE AVE. RECONSTRUCTION AND FORCE MAIN LINING  
CONSTRUCTION SERVICES  
BID TABULATION**

BID OPENING ON MARCH 12, 2026 AT 4 PM

<b>Rieth-Riley Construction Co., Inc.</b> 911 Hatfield Ave. Kalamazoo, MI 49001	\$	3,580,958.68
<b>Michigan Paving &amp; Materials</b> 4880 36th St. SE, Suite 100 Grand Rapids, MI 49512	\$	3,594,995.08
<b>Hoffman Brothers, Inc.</b> 8574 Verona Rd. Battle Creek, MI 49014	\$	3,989,713.84

Opened by: *Beth Hyland*  
Beth Hyland for Justin Williams, Purchasing Manager

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** FY25-26 Mill and Fill

**SUPPORTING PERSONNEL:** Jereme Rowland, Director of Public Works

**ACTION RECOMMENDED:** Award a contract in the amount of \$902,989.90 to Lakeland Asphalt for spring mill and fill asphalt repairs to major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.

The Fiscal Year 2025-2026 Major & Local Streets budget includes funding for mill and fill repairs to major and local streets where surface asphalt is in poor condition. Scheduled for repair are 26 streets, totaling 5.52 miles in length at the following locations:

Long Lake Dr (Sprinkle Rd to City Limit)	Tanglewood Dr	White Oak Cir
S Long Lake Dr	Bealwood Ave	Squire Heath Ln
Zylman Ave (Sprinkle Rd to Deep Point Dr)	Arborcrest St	Prestwick Dr
Quail St	Royal Oak Ave	Prestwick Ln
Lamar Dr	Sandyridge St	Norfolk Cir
Timbercreek Ct	Woodcrest St	Pinewood Cir
Timbercreek Ln	Lloy St	Point O Woods Dr
Hampton Oaks Dr	Timbercove Dr	Point O Woods Cir
Ravenswood Dr	Oakhaven Dr	

In order to gain the most interest and promote competition, this bid was published on BidNet where 587 suppliers were matched and notified of this project. Additionally, four local vendors were also notified. Three bids were received on February 26, 2026, to perform the work. The lowest bid was submitted by Lakeland Asphalt of Battle Creek, Michigan, who has successfully completed street repair projects for the city in the past.

It is recommended that City Council award a contract to Lakeland Asphalt in the amount of \$902,989.90 for mill and fill asphalt repairs of local street sections and authorize the City Manager to execute all documents related to these actions on behalf of the city.

**FUNDING:** Funds are available in the Fiscal Year 2025-2026 Major & Local Street budgets and fund balance surplus.

**Attachments:** 1. Bid Tab\_2026 RFB Spring Mill Mill (002)

**2026 RFB MILL & FILL  
CONSTRUCTION SERVICES  
BID TABULATION**  
BID OPENING ON FEBRUARY 26, 2026 AT 3 PM

<b>Lakeland Asphalt Corp.</b> 548 Avenue A Springfield, MI 49037	\$	902,989.90
--	----	------------

<b>Michigan Paving &amp; Materials Co.</b> 4880 36th St. SE Grand Rapids, MI 49512	\$	947,755.00
--	----	------------

<b>Rieth-Riley Construction Co.</b> 911 Hatfield Kalamazoo, MI 49001	\$	1,059,056.90
--	----	--------------

Opened by: Justin Williams  
Beth Hyland for Justin Williams, Purchasing Manager

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Ramona Park Fishing Pier Rehabilitation

**SUPPORTING PERSONNEL:** Jereme Rowland, Director of Public Works

**ACTION RECOMMENDED:** Award a contract in the amount of \$121,360 to Riverworks Construction, Inc. for Ramona Park Fishing Pier Rehabilitation construction services, and authorize the City Manager to execute all documents related to this action on behalf of the city.

The Ramona Park Fishing Pier has been out of service since 2024 due to ice damage, misalignment of the support columns, and the overall age and condition of the structure. In an effort to maintain the City of Portage's beautification standards, assistance is needed to reconstruct the pier.

Bids were requested via BidNet. The Department of Public Works also contacted four local contractors. Riverworks Construction, Inc. submitted a qualified bid that was opened on February 26, 2026.

Riverworks Construction has not directly performed work under contract with the city; however, they have served as a subcontractor for Nexgen Construction on the boardwalk project along the East Central Trailway. Nexgen Construction has confirmed that Riverworks Construction is a reputable contractor, and the work completed along the East Central Trailway meets expectations.

This is an approved item in the Capital Improvement Fund, and sufficient funds have been appropriated by City Council.

It is recommended that a contract be approved with Riverworks Construction, Inc., to provide rehabilitation construction services in the amount of \$121,360.

**FUNDING:** Department of Public Works has sufficient funds in its Ramona Park CIP account (401-770.00-972.100-24PRA1).

**Attachments:**

1. 867120 - Ramona Park Fishing Pier SCA Report FINAL
2. Bid Tab\_2026 Ramona Park Fishing Pier Rehab

October 7, 2024

*Via Email: hainesn@portagemi.gov*

Nick Haines  
Deputy Director of Streets & Parks  
7719 S Westnedge Ave  
Portage, MI 49002

**RE: Structural Condition Assessment of Ramona Park Fishing Pier**

Dear Nick:

We have completed our structural assessment of the timber fishing pier located at 8600 S Sprinkle Road, Portage, MI 49002. The following are our observations, recommendations, and conclusions. Also appended to this letter are the following:

1. Photographs of typical observations and noted deficiencies (please see Appendix A).
2. Preliminary repair plans?

## BACKGROUND

The existing timber fishing pier is located at the southwest end of Long Lake, within Ramona Park. F&V has been retained to provide professional design services associated with the effort of repairing the pier, including: performing a structural condition assessment of the current condition of the existing fishing pier, providing construction drawings and technical specifications, permitting design of repairs, and final review of the completed construction to verify conformance with the recommended repair shown on the construction drawings.

Please note, the original construction date of the existing timber pier is currently unknown; additionally, the original construction drawings/specifications were not available at the time of the condition assessment.

## OBSERVATIONS

The full length of the timber pier was visually evaluated utilizing nondestructive methods, as per the scope of services outlined in the accepted proposal.

The timber pier appears to be constructed on 11" diameter timber piles, with a beam seat cutout for two (2) 2-ply 2x12 pressure-treated timber headers, allowing the headers to bear on the timber piles. Please note, the embedment depth of the timber piles was not able to be determined.

The header boards are connected by six (6) 3/8" carriage bolts, bolted through each pile. Five (5) piles on the walkway (oriented approximately perpendicular to the shore) appear to have shifted and are no longer supporting the walkway at joints, moving 4" to 18" from their apparent original position. Four (4) of these piles have sheared through the bottom of the timber rail posts.

Timber 2x12 stringers run perpendicular to the headers at a spacing of 16" on center. These stringers are connected at joints by two (2) carriage bolts each end of the joint. The interior stringers were not

visible at the time of inspection. The exterior stringers appear in fair condition with typical weathering and organic growth.

2x6 wearing surface deck boards run in a transverse direction perpendicular to the stringers. Deck boards generally appear in fair condition with tight joints, minor cracking and splitting at fasteners. Minor warping of deck boards has occurred and caused an uneven walking surface. The deck surface has minor organic growth and debris throughout the surface. Where the pier spans over land, some vegetation growth is occurring through gaps. Several boards have localized severe section loss.

Timber railing consists of a timber longitudinal rail with a composite top rail spanning between timber 4x6 posts. The railing generally appears in fair condition with tight joints, minor cracking and splitting at fasteners, and minor warping. Organic growth was observed where the pier spans over land. Two (2) diagonal cracks of the composite wearing board were located at the fishing pier end platform (oriented approximately parallel to the shore). One (1) post at the end of the pier directly out from the walkway was noted to be detached from the pier, and one (1) post adjacent to the detached post was noted to have severe splitting.

The ground surface which the piles are driven into appears to be moderately firm, with an estimated layer of loose "muck" and debris noted while wading of less than 6 inches.

## RECOMMENDATIONS

### Priority: High

Remediation of the laterally deflected piles should be implemented as early as possible to prevent further lateral displacement. Potential options for stabilization include removing and replacing the timber piles, realigning existing piers and attaching timber bracing, or replacement of the existing piers with a series of smaller nominal pile sizes at shorter spacing.

Removal and replacement of detached post and split post is recommended to prevent safety concerns to users.

### Priority: Medium

Application of an environmentally safe, weather-protection sealant to all exposed faces/surfaces of the timber deck is recommended after thoroughly cleaning the timber deck of all dirt, debris, organic growth, etc.

Replacement in-kind of all deck boards (regardless of condition), as well as railings noted to have significant cracking, splitting, deterioration, or warping is recommended to prevent safety concerns to users and to extend superstructure lifespan. Complete replacement of railings should also be considered, as it will be more cost effective as part of an overall repair project than a standalone project in the future.

Clearing of encroaching vegetation at the shore is recommended to prevent shortening the lifespan. Growth within the pier as well as surrounding can contribute to moisture retention and premature deterioration.

### Priority: Low

Route inspections are recommended to be performed biennially. Routine inspections can help detect early signs of deterioration and distress, potentially lowering maintenance/repair costs by recommending affordable preventative maintenance as opposed to more costly remediations.

Assuming the displacement of the piers is related to ice on the lake, installation of a bubbler system should also be considered, however, that may prove to be cost prohibitive. Bubbler systems are used at a number of marina and similar structures to mitigate ice formation and damage.

## ESTIMATED COST & BENEFIT EXPECTANCY

Summarized Recommendation	Current Component Condition Expected Life Cycle*	Cost of Repairs**	Expected Life cycle w/ Recommended Repairs*
Pile Realignment & Bracing	0-5 years	\$15k-\$25k	~5-10 years
In Kind Pile Replacement Outside Stringers	0-5 years	\$40k-\$50k	~15-20 years
In Kind Pile Replacement Inside Stringers	0-5 years	\$50k-\$75k	~15-20 years
Reduced Pile Size and Spacing	0-5 years	\$25k-\$35k	~15-20 years
Composite Deck Replacement	3-5 years	\$40k-50k	~25+ years
Timber Deck Replacement	3-5 years	\$25k-\$30k	~15-20 years
Protective Coating Only	3-5 years	\$8k-\$10k	~5-10 years
Rail Repairs	0-5 years	\$8k-\$10k	~15-20 years
Clearing Vegetation	5-10 years	\$1k-\$2k	~15-20 years
Routine Inspection	0-5 years	\$1k/yr	~15-20 years
Railing Replacement	5-10 years	\$35k-\$45k	~20+ years

\*Life expectancy is the Engineer's estimate on serviceable life and is not intended to be interpreted as a guarantee. Changing environmental variables dictate the serviceable life of an element. The time frames presented above are based on the Engineer's interpretation of the structure's current condition and the surrounding environment.

\*\*Estimated cost is for comparative purposes only and will be heavily dependent on contractor availability and interest in a relatively small and unique project.

## FINAL CONCLUSIONS

The timber fishing pier is considered to be in fair-to-poor condition overall, with specific concern for the pile movement and the deficient rail posts. Continued movement of the piles could ultimately result in failure of the supports, rendering the fishing pier unusable. Furthermore, individuals on the pier could be subject to harm at the time of failure. Structurally deficient rail posts pose a threat to individuals on the pier due to their reduced capacity to resist regularly expected forces.

Certain sections of the timber fishing pier structure are exhibiting signs of distress and deterioration after years of use and exposure to the environment/weather. **With recommended repairs,** preventative maintenance, and routine assessments (biennial assessments are recommended) this structure is expected to have significant, useful, service life remaining.

The pier repair recommendations should be completed as soon as practical and prior to signs of further movement. In the interim, cautionary signage and continued closure of the pier to the public should remain in-place.

Please feel free to reach out with any questions or concerns you may have regarding this report. We appreciate the opportunity to work with you on this project. If you need additional engineering services in the future, please do not hesitate to contact us.

Sincerely,

FLEIS & VANDENBRINK

  
 Fredrick C. McWain, E.I.T.  
 Structural Engineer

  
 Jordan D. Phillips, P.E.  
 Senior Structural Project Manager

# Appendix A - Site Photos



Pier walkway facing shoreline



Typical walkway railing



Encroaching vegetation, organic growth, and debris on structure



Cracked wearing board at detached post



Detached post - lateral deflection



Split post



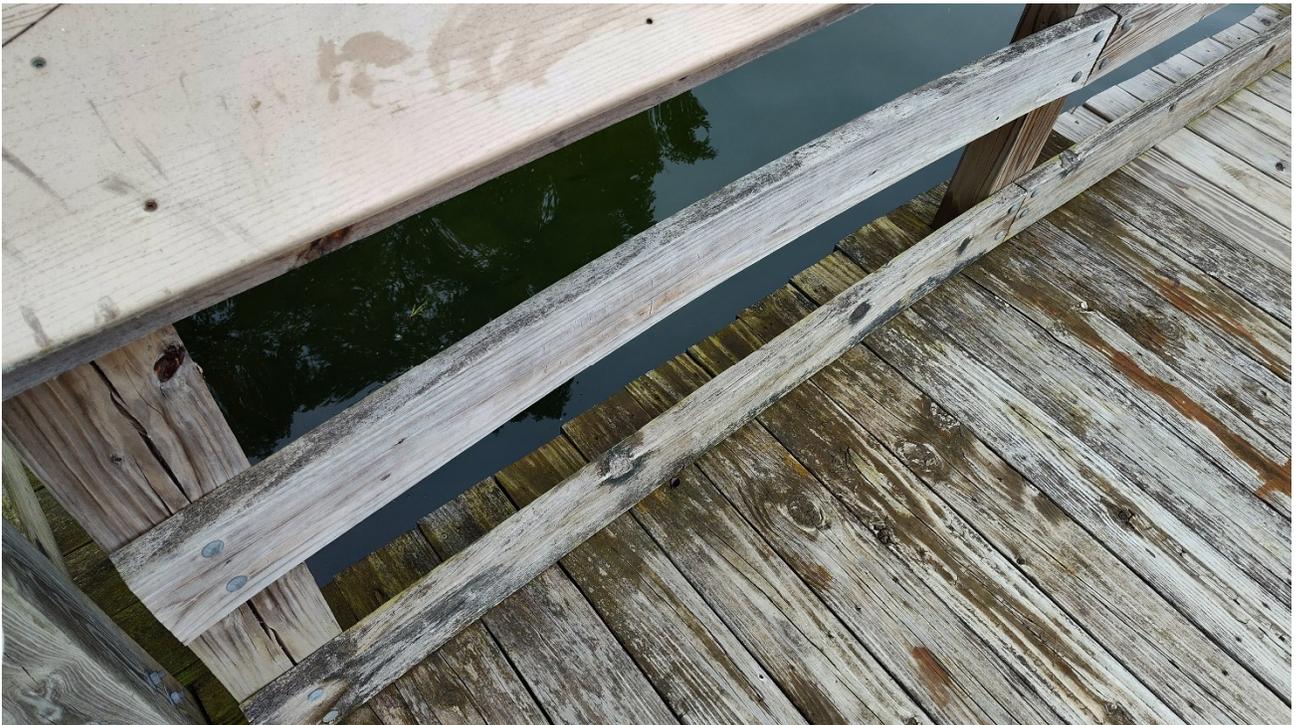
Localized deck board damage



View on pier looking south



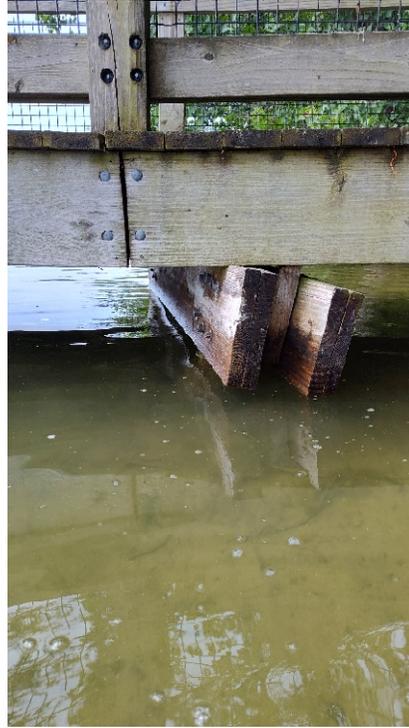
View on pier looking north



Warped railing board on north pier end



Cracked wearing board on north pier end



Laterally shifted pile and header



Typical section of header



Elevation view of pier walkway looking south

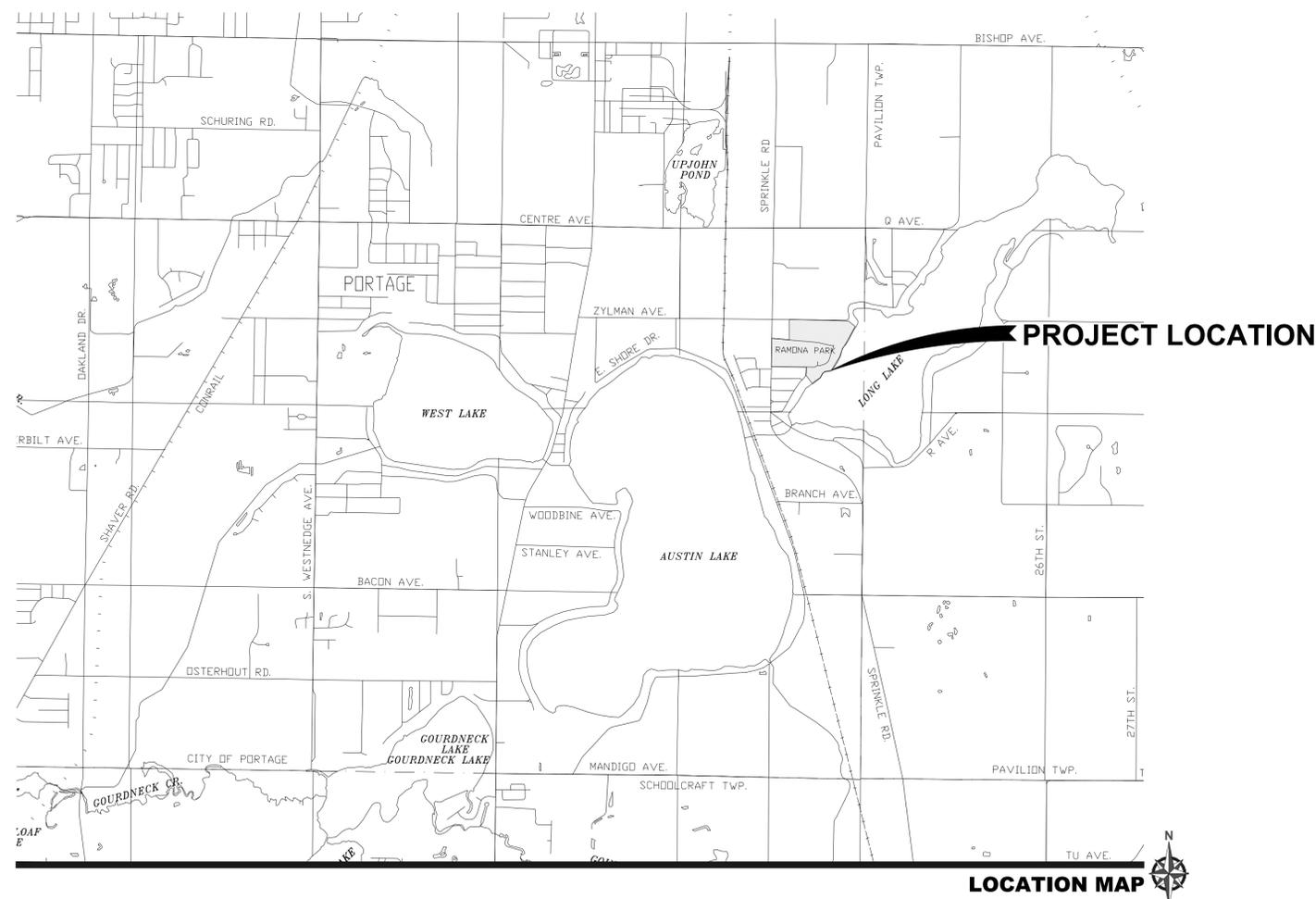
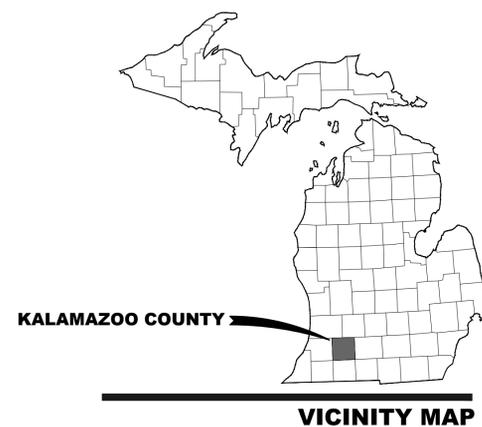


Elevation view of pier end looking north

# CITY OF PORTAGE KALAMAZOO COUNTY, MICHIGAN

# RAMONA PARK FISHING PIER REHABILITATION

## OCTOBER 2024



**INDEX OF DRAWINGS**

DESCRIPTION	SHEET NO.
TITLE SHEET	G-001
EXISTING SUBSTRUCTURE PLAN	S-100
EXISTING SUPERSTRUCTURE PLAN	S-101
EXISTING TYPICAL SECTIONS	S-102
SUBSTRUCTURE REPAIR PLAN	S-200
SUPERSTRUCTURE REPAIR PLAN	S-201
SUBSTRUCTURE REPAIR SECTION	S-202

REVISION:

CITY OF PORTAGE - PUBLIC WORKS DEPARTMENT  
KALAMAZOO COUNTY, MICHIGAN  
RAMONA PARK FISHING PIER REPAIRS  
TITLE SHEET

DESIGN TEAM: PROJ. MGR.: JDP  
DESIGNED BY: FWM  
DRAWN BY: JDP  
CHECK BY:

867120\_G-001\_TITL\_SHT  
10/24/24 jordan.phillips

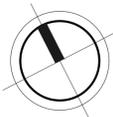
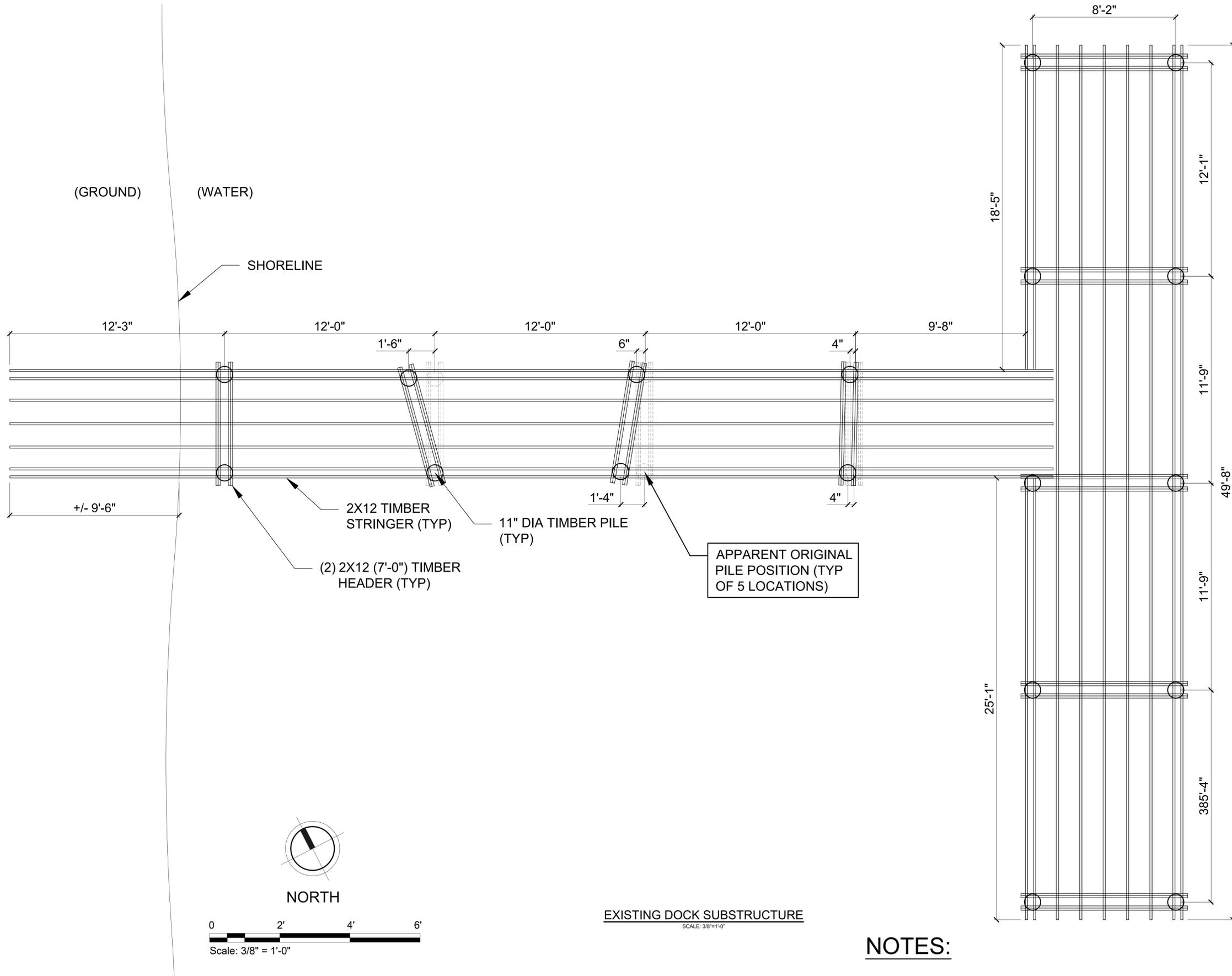
OCTOBER 2024

F&V PROJECT NO.  
867120

**G-001**



Know what's below.  
Call before you dig.



NORTH



EXISTING DOCK SUBSTRUCTURE  
SCALE: 3/8"=1'-0"

**NOTES:**

1. RECORD DRAWINGS DO NOT EXIST FOR THIS STRUCTURE. DIMENSIONS SHOWN ARE APPROXIMATE BASED ON FIELD MEASUREMENTS. CONTRACTOR TO VERIFY-IN-FIELD.

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REVISION:

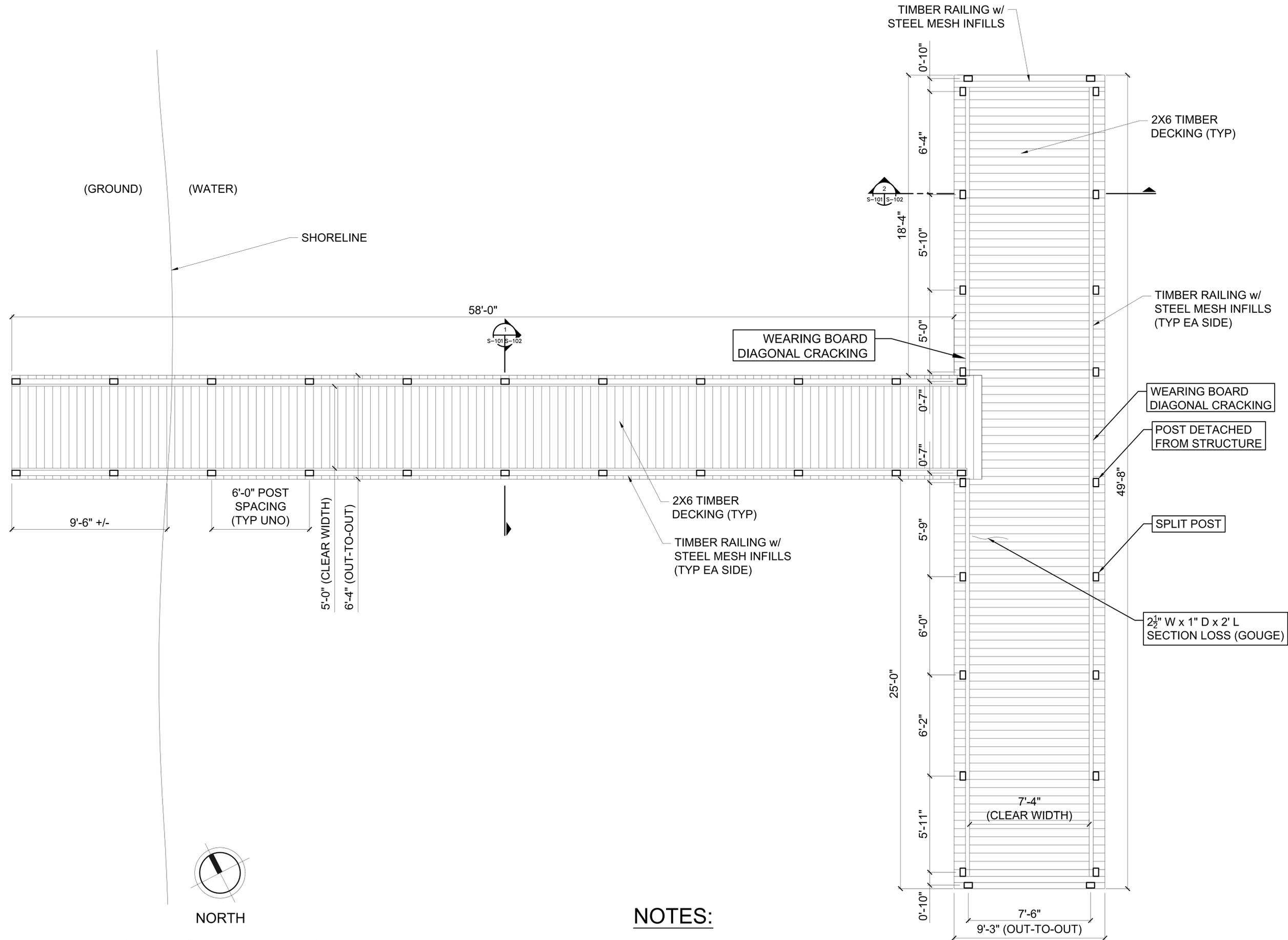
CITY OF PORTAGE - PUBLIC WORKS DEPARTMENT  
KALAMAZOO COUNTY, MICHIGAN  
RAMONA PARK FISHING PIER REPAIRS  
EXISTING SUBSTRUCTURE PLAN

DESIGN TEAM:	PROJ MGR:	JDP
	DESIGNED BY:	FWM
	DRAWN BY:	JDP
	CHECK BY:	

867120\_S-100\_EX\_SUBSTR  
100724.jordan.phillips

OCTOBER 2024

F&V PROJECT NO.  
867120



**NOTES:**

1. RECORD DRAWINGS DO NOT EXIST FOR THIS STRUCTURE. DIMENSIONS SHOWN ARE APPROXIMATE BASED ON FIELD MEASUREMENTS. CONTRACTOR TO VERIFY-IN-FIELD.

REVISION:

CITY OF PORTAGE - PUBLIC WORKS DEPARTMENT  
KALAMAZOO COUNTY, MICHIGAN  
RAMONA PARK FISHING PIER REPAIRS  
EXISTING SUPERSTRUCTURE PLAN

DESIGN TEAM:	PROJ MGR:	SUP:
	DESIGNED BY:	FWM
	DRAWN BY:	JDP
	CHECK BY:	

867120\_S-101\_EX\_SPRSTR  
100724\_jordan.phillips

OCTOBER 2024  
F&V PROJECT NO.  
867120

**S-101**

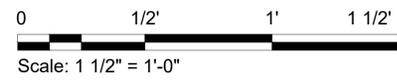
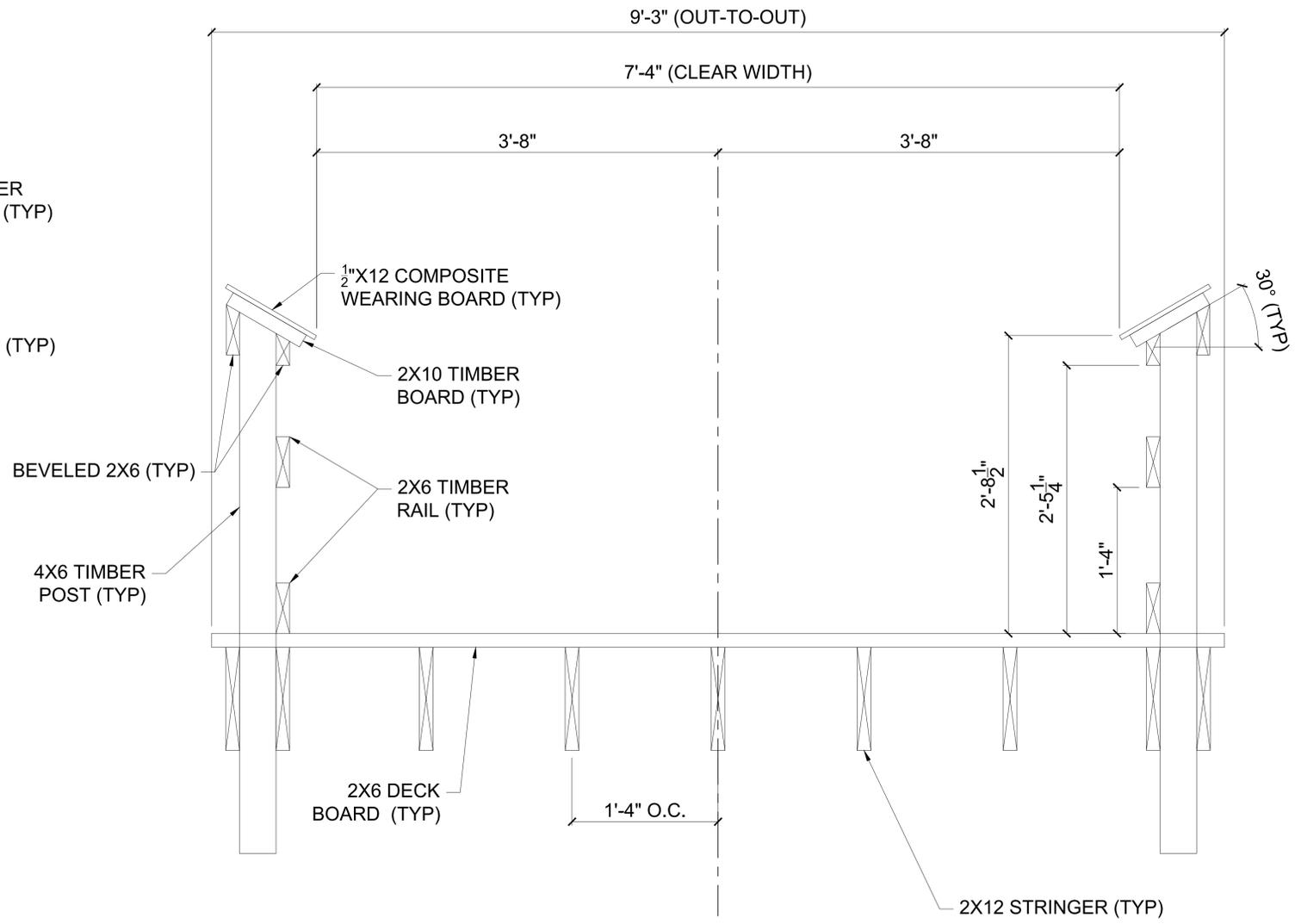
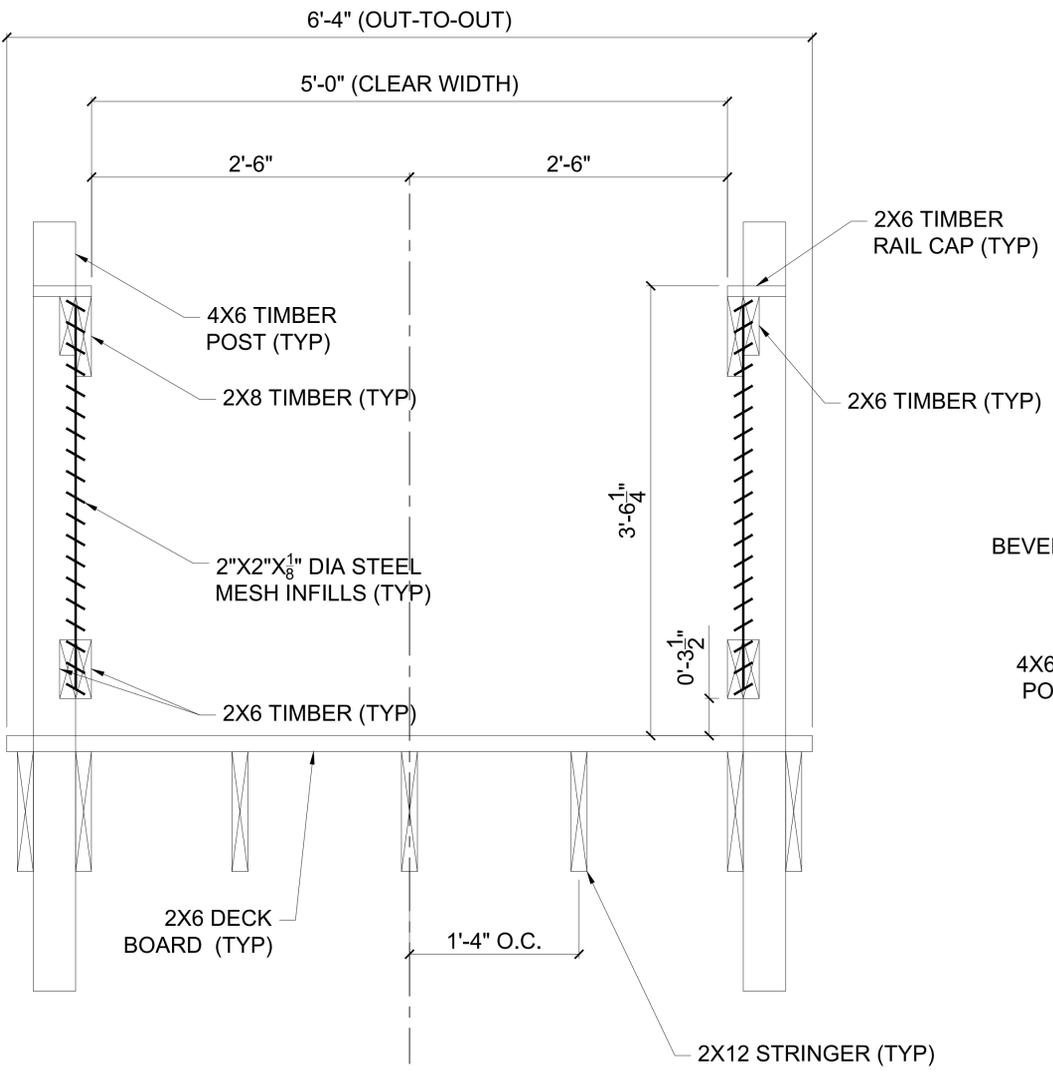
REVISION:

**CITY OF PORTAGE - PUBLIC WORKS DEPARTMENT**  
**KALAMAZOO COUNTY, MICHIGAN**  
**RAMONA PARK FISHING PIER REPAIRS**  
**EXISTING TYPICAL SECTIONS**

DESIGN TEAM: PROJ. MGR.: SUP. DESIGNED BY: FWM DRAWN BY: JDP. CHECK BY:

867120\_S-102\_EX\_TYPSEC 100724\_jordan.phillips

OCTOBER 2024  
F&V PROJECT NO. 867120



TYPICAL EXISTING SECTIONS  
SCALE: 3/8"=1'-0"

**NOTES:**

- RECORD DRAWINGS DO NOT EXIST FOR THIS STRUCTURE. DIMENSIONS SHOWN ARE APPROXIMATE BASED ON FIELD MEASUREMENTS. CONTRACTOR TO VERIFY-IN-FIELD.

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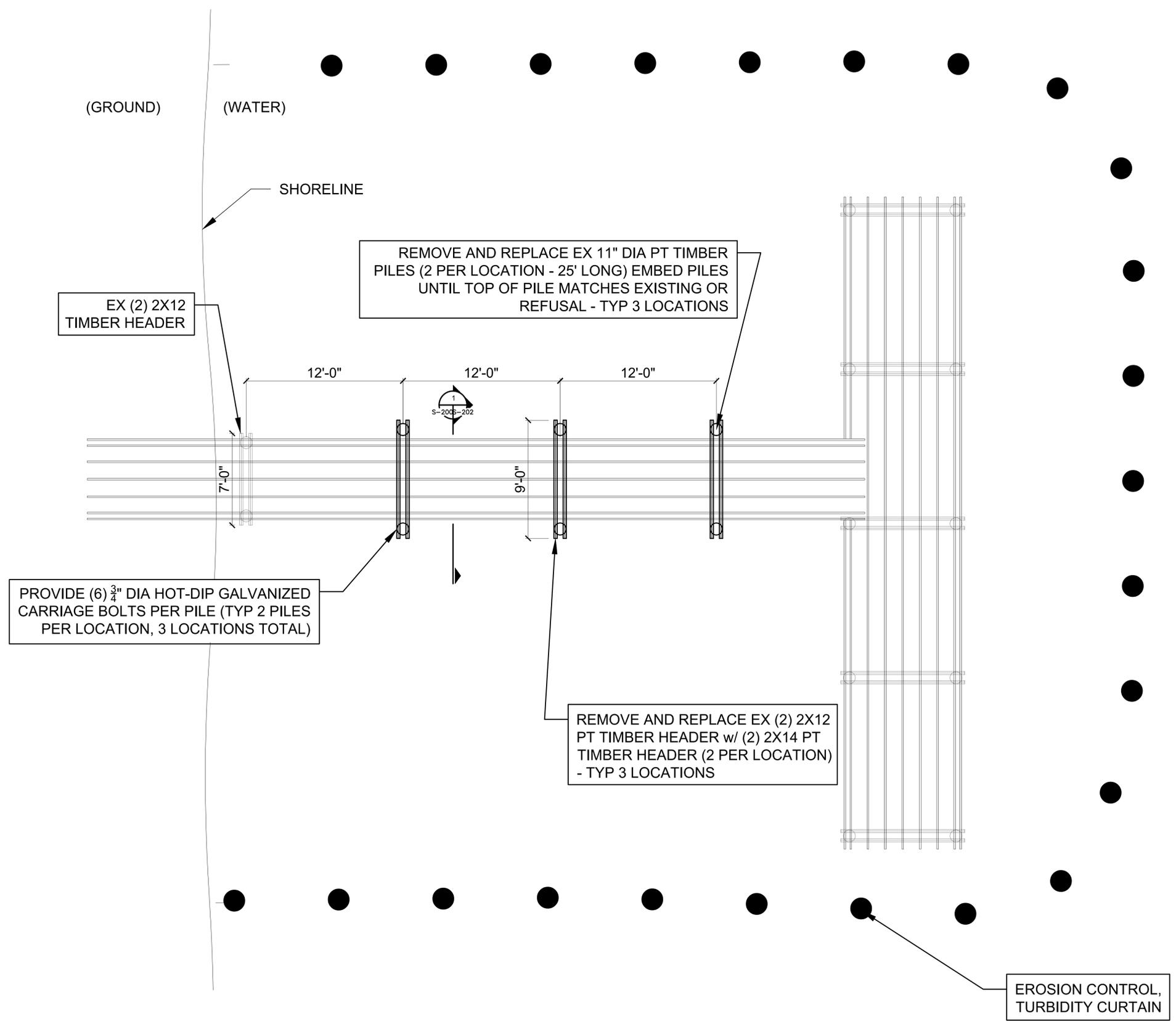
REVISION:

CITY OF PORTAGE - PUBLIC WORKS DEPARTMENT  
 KALAMAZOO COUNTY, MICHIGAN  
 RAMONA PARK FISHING PIER REPAIRS  
 SUBSTRUCTURE REPAIR PLAN

DESIGN TEAM:	PROJ. MGR.: JDP
	DESIGNED BY: FWM
	DRAWN BY: JDP
CHECK BY:	
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SUBSTR	
100724.jordan.phillips	

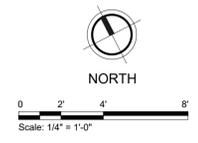
OCTOBER 2024  
 F&V PROJECT NO.  
 867120

**S-200**



**NOTES:**

1. CONTRACTOR TO PROVIDE TEMPORARY SHORING (AS NECESSARY) TO REMOVE AND REPLACE THE EXISTING HEADERS AND TIMBER PILES.
2. EXISTING PILES TO BE FULLY-REMOVED, IF FEASIBLE. EXISTING PILES TO BE TERMINATED 1-FOOT BELOW LAKE BOTTOM, IF REMOVAL IS NOT FEASIBLE.



**PROPOSED DOCK SUBSTRUCTURE**  
 SCALE: 1/4"=1'-0"

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(GROUND)

(WATER)

SHORELINE

REMOVE DEBRIS AND VEGETATION ENCROACHING ON STRUCTURE

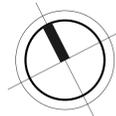
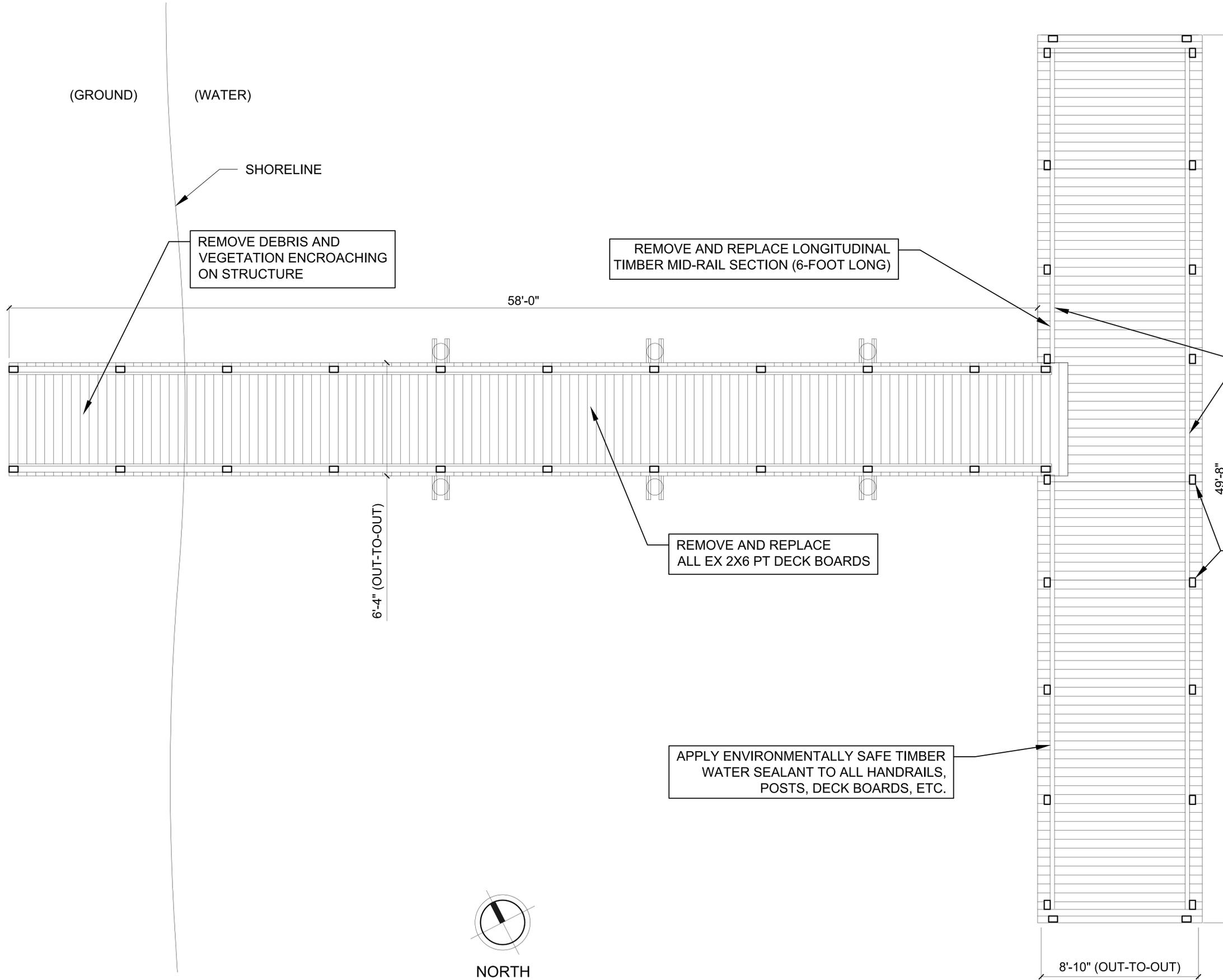
REMOVE AND REPLACE LONGITUDINAL TIMBER MID-RAIL SECTION (6-FOOT LONG)

REMOVE AND REPLACE EX WEARING BOARD

REMOVE AND REPLACE ALL EX 2X6 PT DECK BOARDS

REMOVE AND REPLACE EX 4X6 TIMBER POST IN-KIND (REPLACE ALL FASTENERS) TYP 2 LOCATIONS

APPLY ENVIRONMENTALLY SAFE TIMBER WATER SEALANT TO ALL HANDRAILS, POSTS, DECK BOARDS, ETC.



NORTH



Scale: 3/8" = 1'-0"

PROPOSED DOCK SUPERSTRUCTURE

SCALE: 3/8"=1'-0"

REVISION:

CITY OF PORTAGE - PUBLIC WORKS DEPARTMENT  
 KALAMAZOO COUNTY, MICHIGAN  
 RAMONA PARK FISHING PIER REPAIRS  
 PROPOSED SUPERSTRUCTURE PLAN - REPAIRS

DESIGN TEAM:	PROJ MGR: JDP	DESIGNED BY: FWM
		DRAWN BY: JDP
		CHECK BY:

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 100724\_jordan.phillips

OCTOBER 2024

F&V PROJECT NO.  
867120

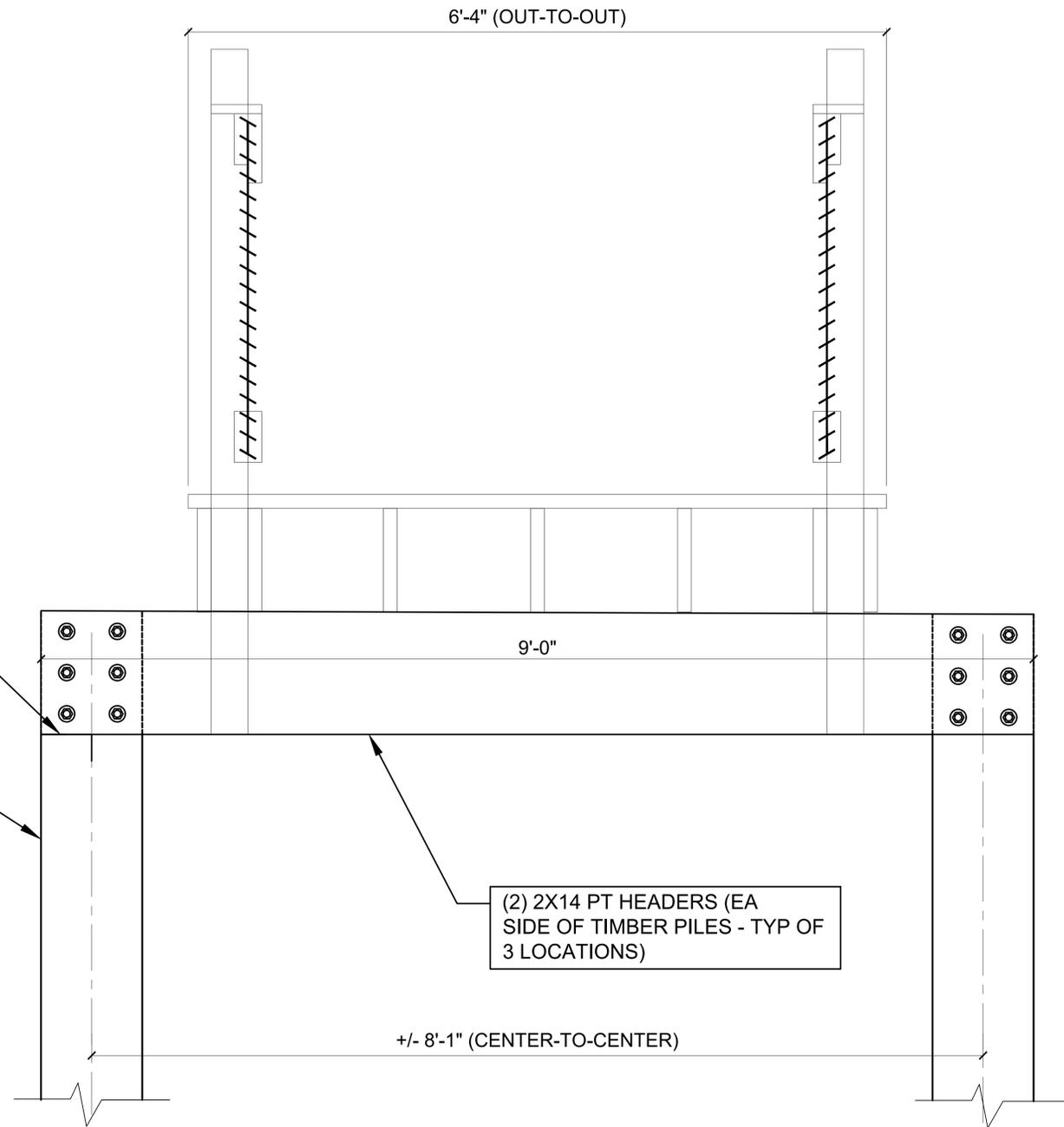
S-201

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NOTCH TOP OF PT TIMBER PILES TO  
CREATE BEAM SEATS FOR HEADERS  
(LEAVE 5-1/2" THICK PORTION OF PILE)

11" DIA TIMBER PILES  
(TYP OF 6)

(2) 2X14 PT HEADERS (EA  
SIDE OF TIMBER PILES - TYP OF  
3 LOCATIONS)



SECTION  
SCALE: 1-1/2"=1'-0"

1  
S-200 | S-202

REVISION:

CITY OF PORTAGE - PUBLIC WORKS DEPARTMENT  
KALAMAZOO COUNTY, MICHIGAN  
RAMONA PARK FISHING PIER REPAIRS  
PROPOSED SUBSTRUCTURE DETAIL

DESIGN TEAM: PROJ MGR: JDP  
DESIGNED BY: FWM  
DRAWN BY: JDP  
CHECK BY:

867120\_S-202\_PROP  
SUBSTR DET  
100724 jordan.phillips

OCTOBER 2024

F&V PROJECT NO.  
867120

**S-202**

**2026 RFB RAMONA PARK FISHING PIER REHABILITATION  
CONSTRUCTION SERVICES  
BID TABULATION  
BID OPENING ON FEBRUARY 26, 2026 AT 3:30 PM**

<b>Riverworks Construction, Inc.</b> 5776 143rd Ave. Holland, MI 49423	\$	121,360.00
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**Opened by:** Justin Williams  
Beth Hyland for Justin Williams, Purchasing Manager

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Decertify Public Streets

**SUPPORTING PERSONNEL:** Jereme Rowland, Director of Public Works

**ACTION RECOMMENDED:** Adopt the Resolution to Decertify Public Streets.

The Annual Act 51 Mileage Certification requires an update per request by the State of Michigan. It was brought to our attention that corrections are necessary as several streets do not exist or the registered length does not match actual field measurements. Act 51 requires the governing body to adopt one inclusive resolution decertifying streets to ensure centerline mileage is accurate for annual roadway funding. This action decertifies the following streets or portions of streets, to ensure accurate centerline mileage for annual roadway maintenance funding in accordance with the provisions of Act 51, Public Act 1951, as amended.

Streets to decertify:

- Central Ave (Lakeview Ave to South Shore Dr): -292 feet
- Harris Dr (Existing dead end to Private Property): -244 feet
- Longview Street (Longview Dead end to Private Property): -123 feet
- Dixie Drive (Existing dead end to Austin Drive): -302 feet
- Burt Drive (Austin Dr to Dead End): -113 feet
- Clarence Dr (Austin Dr to Dead End): -90 feet
- Gertrude Ave (Kromdyke Ave to Romence Road): -627 feet

With all the streets listed above, a total reduction of .34 miles of local streets will be removed from the city street network, bringing the total centerline miles of local streets to 151.02 miles and the total centerline miles of major streets to 72.90 miles. A total of 223.92 centerline miles of streets will make up the City of Portage street system.

Therefore, it is recommended that City Council adopt the Resolution to Decertify Public Streets as specified.

**FUNDING:** N/A

**Attachments:**

1. Resolution - decertification of Public Streets
2. decertify street photos 3-6-26

**CITY OF PORTAGE  
RESOLUTION FOR DECERTIFICATION OF  
PUBLIC STREETS**

At a regular meeting of the City Council for the City of Portage, Michigan, Kalamazoo County, Michigan, held at the City Hall on the 24th day of March 2026, at 6:00 p.m., local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Resolution offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

WHEREAS, the City of Portage did on December 31, 2025, Does wish to decertify streets as follows for the purposes of Act 51 requirements:

NOW, THEREFORE, BE IT RESOLVED THAT: the centerline of said streets are described as:

**Central Ave**

Decertify Central Ave located between Lakeview Dr and South Shore Dr. for a total vacate length of 292 feet.

**Harris Drive**

Decertify Harris Dr. located between dead end of Harris Dr to private development for a total vacate length of 244 feet.

**LongView St.**

Decertify Longview St. located between dead end of Longview St to private development for a total vacate length of 123 feet.

**Dixie Dr.**

Decertify Dixie Dr. between Austin Ct to existing Dixie Dr for a total vacate length of 302 feet.

**Burt Dr.**

Decertify Burt Dr. located between Austin Ct to private development for a total vacate length of 113 feet.

**Clarence Dr.**

Decertify Clarence Dr. located between Austin Ct to private development for a total vacate length of 90 feet.

**Gertrude Ave.**

Decertify Gertrude Ave located between Kromdyke Ave and Romence Rd for a total vacate length of 627 feet.

ADOPTED:

YEAS: Councilmember: \_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

\_\_\_\_\_  
Erica L. Eklov, City Clerk

CERTIFICATION

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF KALAMAZOO    )

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, County of Kalamazoo, State of Michigan, do hereby certify that the foregoing is a true and complete copy a resolution adopted a regular meeting of the City Council of said city, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, the original of which is on file in my office.

IN WITNESS THEREOF, I have hereto affixed my official signature this of \_\_\_\_\_ day of \_\_\_\_\_, 2026.

---

Erica L. Eklov, City Clerk

Previously approved as to form by the City Attorney



**Central St doesn't exist  
at this location**

Lakeview

Central

Shore

**292 ft**



**244 ft**

**Harris**

**Harris St doesn't exist  
at this location**



Southland

Longview

123 ft

Longview St doesn't exist at this location



**These roads don't exist  
within the City of Portage**



Kromdyke

Gertrude St doesn't exist  
at this location

627 ft

Gertrude

Romence Pkwy

Romence Pkwy

Romence Pkwy

Romence Pkwy

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Adopting Public Streets

**SUPPORTING PERSONNEL:** Jereme Rowland, Director of Public Works

**ACTION RECOMMENDED:** Adopt the Resolution Accepting Newly Constructed Dedicated Streets as Public Streets.

The Annual Act 51 Mileage Certification Report requires that all streets constructed during the preceding calendar year be accepted for public use through the adoption of a resolution by the jurisdiction's governing body. In the case of new streets constructed within the confines of new residential development, although these streets are technically accepted through the plat approval process, Act 51 requires the governing body to adopt one inclusive resolution accepting these streets incorporated in the new development, which merely need to be listed in the resolution. This action certifies that the new streets conform to city specifications and can be dedicated for public use, which qualifies these streets for annual roadway maintenance funding in accordance with the provisions of Act 51, Public Act 1951, as amended.

Streets constructed and dedicated for the 2025 calendar year include:

- Montego Bay Drive (Existing Montego Bay Drive [formerly Live Oak Trail] to existing Montego Bay): 1,342 feet
- Pebble Lane (Existing Pebble Lane to Sessile Circle): 130 feet
- Schumard Avenue (Montego Bay Street to Sessile Circle): 290 feet
- Ashford Trail (Honey Creek Trail to Windflower Lane): 537.08 feet
- Windflower Lane (Ashford Trail to cul-de-sac dead end): 529.63 feet
- Forest Drive (Portage Rd to cul-de-sac dead end): 242.5 feet

With the certification of all the streets listed above, a total of .58 miles of local street will be added to the city street network, bringing the total centerline miles of local streets to 151.60 miles and the total centerline miles of major streets to 72.90 miles. A total of 224.50 centerline miles of streets will make up the City of Portage street system. It is therefore recommended that City Council adopt the Resolution Accepting Newly Constructed Dedicated Streets as Public Streets.

**FUNDING:** N/A

- Attachments:**
1. Resolution - Newly Constructed Streets as Public Streets
  2. 21-1839 2026-03-02 Act 51 drawing - description- Forest Dr Extention\_
  3. The Oaks No2 Roadway Diagrams
  4. ROADWAY DIAGRAM 250324



**CITY OF PORTAGE**  
**RESOLUTION ACCEPTING NEWLY CONSTRUCTED**  
**PLATTED STREETS AS PUBLIC STREETS**

At a regular meeting of the City Council for the City of Portage, Michigan, Kalamazoo County, Michigan, held at the City Hall on the 24th day of March 2026, at 6:00 p.m., local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Resolution offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

WHEREAS, the City of Portage did on December 31, 2025, acquire title to streets listed in this resolution; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place these streets within the City of Portage’s Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED THAT: the centerline of said streets are described as:

**MONTEGO BAY STREET**

**PARCEL DESCRIPTION FOR (PUBLIC ROADWAY) AREA  
WITHIN “THE OAKS No2.” SUBDIVISION**

A parcel of land situated in the Northeast quarter of Section 13, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows: **Commencing** at the Northeast corner of said Section 13; thence S.01°11’53”W. 963.77 feet along the East line of the Northeast quarter of said Section 13 to the Southeast corner of Lot 5 of “The Oaks” subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 56, Kalamazoo County Records; thence N.83°31’12”W. 134.69 feet along the South line of said Lot 5 to the Southwest corner of

said Lot 5 and the Easterly right-of-way line of Montego Bay Street (public right-of-way); thence S.06°28'48"W. 46.22 feet along said Easterly right-of-way line to a Southerly corner of said "The Oaks" subdivision and the **Place of Beginning**; thence continuing S.06°28'48"W. 88.55 feet; thence Southerly 182.16 feet along the arc of a curve to the left having a radius of 610.00 feet, a central angle of 17°06'35", and a chord of S.02°04'30"E. 181.48 feet; thence Southerly 142.91 feet along the arc of a reverse curve to the right having a radius of 670.00 feet, a central angle of 12°13'16", and a chord of S.04°31'09"E. 142.64 feet; thence S.01°35'29"W. 255.53 feet; thence Southerly 85.94 feet along the arc of a curve to the right having a radius of 630.00 feet, a central angle of 07°48'59", and a chord of S.05°29'58"W. 85.88 feet; thence Southerly 81.67 feet along the arc of a reverse curve to the left having a radius of 570.00 feet, a central angle of 08°12'35", and a chord of S.05°18'10"W. 81.60 feet; thence S.01°11'53"W. 502.54 feet to the Northwest corner of Lot 75 of "Holiday Village East No.3" subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 34, Kalamazoo County Records; thence N.89°45'30"W. 60.00 feet along a Northerly line of said "Holiday Village East No.3" subdivision to a Northerly corner of said "Holiday Village East No.3" subdivision; thence N.01°11'53"E. 503.55 feet; thence Northerly 90.27 feet along the arc of a curve to the right having a radius of 630.00 feet, a central angle of 08°12'35", and a chord of N.05°18'10"E. 90.19 feet; thence Northerly 77.76 feet along the arc of a reverse curve to the left having a radius of 570.00 feet, a central angle of 07°48'59", and a chord of N.05°29'58"E. 77.70 feet; thence N.01°35'29"E. 255.53 feet; thence Northerly 130.11 feet along the arc of a curve to the left having a radius of 610.00 feet, a central angle of 12°13'16", and a chord of N.04°31'09"W. 129.87 feet; thence Northerly 200.08 feet along the arc of a reverse curve to the right having a radius of 670.00 feet, a central angle of 17°06'35", and a chord of N.02°04'30"W. 199.33 feet;

thence N.06°28'48"E. 87.42 feet to a Southerly line of said "The Oaks" subdivision;  
thence S.84°35'57"E. 60.01 feet along said Southerly line to the **Place of Beginning**,  
containing 1.85 acres of land.

**PEBBLE LANE**

**PARCEL DESCRIPTION FOR PEBBLE LANE (PUBLIC ROADWAY)  
WITHIN "THE OAKS No2." SUBDIVISION**

A parcel of land situated in the Northeast quarter of Section 13, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

**Commencing** at the Northeast corner of said Section 13;  
thence S.01°11'53"W. 2331.51 feet along the East line of the Northeast quarter of said Section 13 to the Northeast corner of Lot 75 of the "Holiday Village East No.3" subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 34, Kalamazoo County Records;  
thence N.89°45'30"W. 196.02 feet along a Northerly line of said "Holiday Village East No.3" subdivision;  
thence N.01°11'53"E. 122.96 feet;  
thence N.88°48'07"W. 320.01 feet;  
thence N.01°11'53"E. 253.99 feet to the **Place of Beginning**;  
thence N.88°48'07"W. 129.97 feet to the Northeast corner of Lot 38 of the "Holiday Village East" subdivision according to the plat thereof as recorded in Liber 36 of Plats, Page 1, Kalamazoo County Records;  
thence N.01°12'51"E. 66.00 feet along the Easterly line of said "Holiday Village East" subdivision to the Southeast corner of Lot 39 of said "Holiday Village East" subdivision; thence S.88°48'07"E. 129.95 feet;  
thence S.01°11'53"W. 66.00 feet to the **Place of Beginning**, containing 0.20 acres of land.

**SCHUMARD AVENUE**

**PARCEL DESCRIPTION FOR SCHUMARD AVENUE (PUBLIC ROADWAY)  
WITHIN “THE OAKS No.2” SUBDIVISION**

A parcel of land situated in the Northeast quarter of Section 13, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

**Commencing** at the Northeast corner of said Section 13;

thence S.01°11’53”W. 2331.51 feet along the East line of the Northeast quarter of said Section 13 to the Northeast corner of Lot 75 of the “Holiday Village East No.3” subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 34, Kalamazoo County Records;

thence N.89°45’30”W. 196.02 feet along a Northerly line of said “Holiday Village East No.3” subdivision to a Northerly corner of said “Holiday Village East No.3” subdivision;

thence N.01°11’53”E. 122.96 feet to the **Place of Beginning**;

thence N.88°48’07”W. 320.01 feet;

thence N.46°11’53”E. 97.28 feet;

thence Southeasterly 23.56 feet along the arc of a non-tangent curve to the left having a radius of 30.00 feet, and central angle of 45°00’00”, and a chord of S.66°18’7”E. 22.96 feet;

thence S.88°48’07”E. 230.01 feet;

thence S.01°11’53”W. 60.00 feet to the **Place of Beginning**, containing 0.40 acres of land.

**SESSILE CIRCLE**

**PARCEL DESCRIPTION FOR SESSILE CIRCLE PUBLIC ROADWAYS WITHIN  
“THE OAKS No.2” SUBDIVISION**

A parcel of land situated in the Northeast quarter of Section 13, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

**Commencing** at the Northeast corner of said Section 13;

thence S.01°11'53"W. 2331.51 feet along the East line of the Northeast quarter of said Section 13 to the Northeast corner of Lot 75 of the "Holiday Village East No.3" subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 34, Kalamazoo County Records;

thence N.89°45'30"W. 196.02 feet along a Northerly line of said "Holiday Village East No.3" subdivision;

thence N.01°11'53"E. 122.96 feet;

thence N.88°48'07"W. 320.01 feet to the **Place of Beginning**;

thence N.01°11'53"E. 551.36 feet;

thence Northwesterly 27.19 feet along the arc of a curve to the left having a radius of 40.00 feet, a central angle of 38°56'33", and a chord of N.18°16'23"W. 26.67 feet;

thence Northerly, Easterly, and Southerly 225.05 feet along the arc of a reverse curve to the right having a radius of 50.00 feet, a central angle of 257°53'06", and a chord of S.88°48'07"E. 77.78 feet;

thence Southwesterly 27.19 feet along the arc of a reverse curve to the left having a radius of 40.00 feet, a central angle of 38°56'33", and a chord of S.20°40'09"W. 26.67 feet;

thence S.01°11'53"W. 461.35 feet;

thence Southeasterly 23.56 feet along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 45°00'00", and a chord of S.21°18'07"E. 22.96 feet;

thence S.46°11'53"W. 97.28 feet to the **Place of Beginning**, containing 0.92 acres of land.

### **ASHFORD TRAIL**

#### **PARCEL DESCRIPTION FOR ASHFORD TRAIL (PUBLIC ROADWAY) WITHIN THE "OAKLAND FARMS No.3" SUBDIVISION.**

A parcel of land situated in the Southwest quarter of Section 29, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, being more particularly described as follows: **Commencing** at the South quarter corner of said Section 29; thence N.00°13'33"E. 1325.57 feet along the East line of the Southwest quarter of said Section 29 to a Northerly line of the "Oakland Farms No.2" subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 53, Kalamazoo County Records; thence S.89°51'48"W. 216.81 feet along said Northerly line and along the North line of the Southeast quarter of the Southwest quarter of said Section

29 to the Northwest corner of Lot 44 of said "Oakland Farms No.2" subdivision; thence S.00°08'12"E. 132.00 feet along the West line of said Lot 44 to the Southwest corner of said Lot 44 and the **Place of Beginning**; thence S.00°08'12"E. 60.00 feet to the North line of Lot 43 of said "Oakland Farms No.2"; thence S.89°51'48"W. 96.49 feet along the North line of said Lot 43 to the Northwest corner of said Lot 43; thence S.89°51'48"W. 393.62 feet; thence Southwesterly 23.48 feet along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 44°50'28", and a chord of S.67°26'34"W. 22.88 feet; thence N.44°58'40"W. 96.93 feet; thence N.89°51'48"E. 579.62 feet to the **Place of Beginning**, containing 0.76 acre of land.

### **WINDFLOWER LANE**

#### **PARCEL DESCRIPTION FOR WINDFLOWER LANE (PUBLIC ROADWAY) WITHIN THE "OAKLAND FARMS No.3" SUBDIVISION.**

A parcel of land situated in the Southwest quarter of Section 29, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan, being more particularly described as follows: **Commencing** at the South quarter corner of said Section 29; thence N.00°13'33"E. 1325.57 feet along the East line of the Southwest quarter of said Section 29 to a Northerly line of the "Oakland Farms No.2" subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 53, Kalamazoo County Records; thence S.89°51'48"W. 216.81 feet along said Northerly line and along the North line of the Southeast quarter of the Southwest quarter of said Section 29 to the Northwest corner of Lot 44 of said "Oakland Farms No.2" subdivision; thence S.00°08'12"E.

132.00 feet along the West line of said Lot 44 to the Southwest corner of said Lot 44; thence S.00°08'12"E. 60.00 feet to the North line of Lot 43 of said "Oakland Farms No.2" subdivision; thence S.89°51'48"W. 96.49 feet along the North line of said Lot 43 to the Northwest corner of said Lot 43; thence S.89°51'48"W. 393.62 feet; thence Southwesterly 23.48 feet along the arc of a curve to the left having a radius of 30.00

feet, a central angle of  $44^{\circ}50'28''$ , and a chord of  $S.67^{\circ}26'34''W$ . 22.88 feet to the **Place of Beginning**, thence Southwesterly 23.48 feet along the arc of a compound curve to the left having a radius of 30.00 feet, a central angle of  $44^{\circ}50'22''$ , and a chord of  $S.22^{\circ}36'02''W$ . 22.88 feet; thence  $S.00^{\circ}10'51''W$ . 369.74 feet, thence Southeasterly 31.42 feet along the arc of a curve to the left having a radius of 30.00 feet, a central angle of  $59^{\circ}59'57''$ , and a chord of  $S.29^{\circ}49'08''E$ . 30.00 feet; thence Southwesterly and Southeasterly 130.90 feet along the arc of a reverse curve to the right having a radius of 50.00 feet, a central angle of  $149^{\circ}59'57''$ , and a chord of  $S.15^{\circ}10'51''W$ .

96.59 feet; thence  $N.89^{\circ}49'09''W$ . 50.00 feet, thence  $N.00^{\circ}10'51''E$ . 578.52 feet; thence  $S.44^{\circ}58'40''E$ . 96.93 feet to the **Place of Beginning**, containing 0.83 acre of land.

### **FOREST DRIVE**

#### **PARCEL DISCRIPTION FOR FOREST DRIVE EXTENTION.**

#### **RIGHT OF WAY:**

PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 23,  
TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE,  
KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FROM THE  
WEST 1/4 CORNER OF SECTION 23, TOWN 3 SOUTH, RANGE 11  
WEST, MEASURE SOUTH 88 DEGREES 11 MINUTES 27 SECONDS  
EAST ALONG THE EAST AND WEST QUARTER LINE, 2635.44 FEET  
TO THE CENTER OF SAID SECTION; THENCE MEASURE SOUTH 00  
DEGREES 56 MINUTES 50 SECONDS WEST, ALONG THE NORTH  
AND SOUTH 1/4 LINE, 1992.85 FEET; THENCE MEASURE NORTH 80  
DEGREES 17 MINUTES 58 SECONDS WEST 656.07 FEET (RECORDED  
AS NORTH 81 DEGREES 01 MINUTE WEST 656.44 FEET) TO THE

CENTERLINE OF PORTAGE ROAD AT A POINT RECORDED AS BEING NORTH 08 DEGREES 59 MINUTES EAST 753.5 FEET FROM THE INTERSECTION OF THE CENTERLINE OF PORTAGE ROAD AND THE SOUTH LINE OF SAID SECTION; THENCE MEASURE SOUTH 09 DEGREES 42 MINUTES 58 SECONDS WEST (RECORDED AS SOUTH 08 DEGREES 59 MINUTES WEST), ALONG SAID CENTERLINE, 273.00 FEET TO A POINT RECORDED AS BEING NORTH 08 DEGREES 59 MINUTES EAST 480.50 FEET FROM THE INTERSECTION OF THE CENTERLINE OF PORTAGE ROAD AND THE SOUTH LINE OF SAID SECTION; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 09 DEGREES 42 MINUTES 58 SECONDS EAST (RECORDED AS NORTH 08 DEGREES 59 MINUTES EAST) ALONG SAID CENTERLINE, 123.00 FEET; THENCE SOUTH 80 DEGREES 20 MINUTES 57 SECONDS EAST 285.18 FEET (RECORDED AS SOUTH 81 DEGREES 01 MINUTE EAST 285 FEET); THENCE SOUTH 09 DEGREES 44 MINUTES 56 SECONDS WEST 123.03 FEET (RECORDED AS 123 FEET); THENCE NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST 35.50 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 21 SECONDS EAST 17.00 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST 106.00 FEET; THENCE SOUTH 08 DEGREES 39 MINUTES 21 SECONDS WEST 17.00 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST (RECORDED AS NORTH 81 DEGREES WEST) 143.61 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WEST 33.00 FEET.

CENTERLINE:

A CENTERLINE IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 23, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN,

DESCRIBED AS: FROM THE WEST 1/4 CORNER OF SECTION 23, TOWN 3 SOUTH, RANGE 11 WEST, MEASURE SOUTH 88 DEGREES 11 MINUTES 27 SECONDS EAST

ALONG THE EAST AND WEST QUARTER LINE, 2635.44 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE SOUTH 00 DEGREES 56 MINUTES 50 SECONDS

WEST, ALONG THE NORTH AND SOUTH 1/4 LINE, 1992.85 FEET; THENCE MEASURE NORTH 80 DEGREES 17 MINUTES 58 SECONDS WEST 656.07 FEET (RECORDED AS

NORTH 81 DEGREES 01 MINUTE WEST 656.44 FEET) TO THE CENTERLINE OF PORTAGE ROAD AT A POINT RECORDED AS BEING NORTH 08 DEGREES 59 MINUTES

EAST 753.5 FEET FROM THE INTERSECTION OF THE CENTERLINE OF PORTAGE ROAD AND THE SOUTH LINE OF SAID SECTION; THENCE MEASURE SOUTH 09

DEGREES 42 MINUTES 58 SECONDS WEST (RECORDED AS SOUTH 08 DEGREES 59 MINUTES WEST), ALONG SAID CENTERLINE, 223.00 FEET; THENCE SOUTH 80

DEGREES 05 MINUTES 38 SECONDS EAST 33.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED: THENCE SOUTH 80 DEGREES 05

MINUTES 38 SECONDS EAST 242.5 FEET TO THE POINT OF ENDING.

BE IT FURTHER RESOLVED THAT, said streets are located within the city's right-of-way and are under the control of the City of Portage; said streets are public streets and are for public street purposes; and that said streets are accepted into the municipal street system and are open to the public for public use on or before December 31, 2025.

ADOPTED:

YEAS: Councilmember: \_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

\_\_\_\_\_  
Erica L. Eklov, City Clerk

CERTIFICATION

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF KALAMAZOO        )

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, County of Kalamazoo, State of Michigan, do hereby certify that the foregoing is a true and complete copy a resolution adopted a regular meeting of the City Council of said city, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, the original of which is on file in my office.

IN WITNESS THEREOF, I have hereto affixed my official signature this of \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Erica L. Eklov, City Clerk

Previously approved as to form by the City Attorney

# SKETCH

**RIGHT OF WAY:**  
 PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 23, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FROM THE WEST 1/4 CORNER OF SECTION 23, TOWN 3 SOUTH, RANGE 11 WEST, MEASURE SOUTH 88 DEGREES 11 MINUTES 27 SECONDS EAST ALONG THE EAST AND WEST QUARTER LINE, 2635.44 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE SOUTH 00 DEGREES 56 MINUTES 50 SECONDS WEST, ALONG THE NORTH AND SOUTH 1/4 LINE, 1992.85 FEET; THENCE MEASURE NORTH 80 DEGREES 17 MINUTES 58 SECONDS WEST 656.07 FEET (RECORDED AS NORTH 81 DEGREES 01 MINUTE WEST 656.44 FEET) TO THE CENTERLINE OF PORTAGE ROAD AT A POINT RECORDED AS BEING NORTH 08 DEGREES 59 MINUTES EAST 753.5 FEET FROM THE INTERSECTION OF THE CENTERLINE OF PORTAGE ROAD AND THE SOUTH LINE OF SAID SECTION; THENCE MEASURE SOUTH 09 DEGREES 42 MINUTES 58 SECONDS WEST (RECORDED AS SOUTH 08 DEGREES 59 MINUTES WEST), ALONG SAID CENTERLINE, 273.00 FEET TO A POINT RECORDED AS BEING NORTH 08 DEGREES 59 MINUTES EAST 480.50 FEET FROM THE INTERSECTION OF THE CENTERLINE OF PORTAGE ROAD AND THE SOUTH LINE OF SAID SECTION; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 09 DEGREES 42 MINUTES 58 SECONDS EAST (RECORDED AS NORTH 08 DEGREES 59 MINUTES EAST) ALONG SAID CENTERLINE, 123.00 FEET; THENCE SOUTH 80 DEGREES 20 MINUTES 57 SECONDS EAST 285.18 FEET (RECORDED AS SOUTH 81 DEGREES 01 MINUTE EAST 285 FEET); THENCE SOUTH 09 DEGREES 44 MINUTES 56 SECONDS WEST 123.03 FEET (RECORDED AS 123 FEET); THENCE NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST 35.50 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 21 SECONDS EAST 17.00 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST 106.00 FEET; THENCE SOUTH 08 DEGREES 39 MINUTES 21 SECONDS WEST 17.00 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST (RECORDED AS NORTH 81 DEGREES WEST) 143.61 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WEST 33.00 FEET.

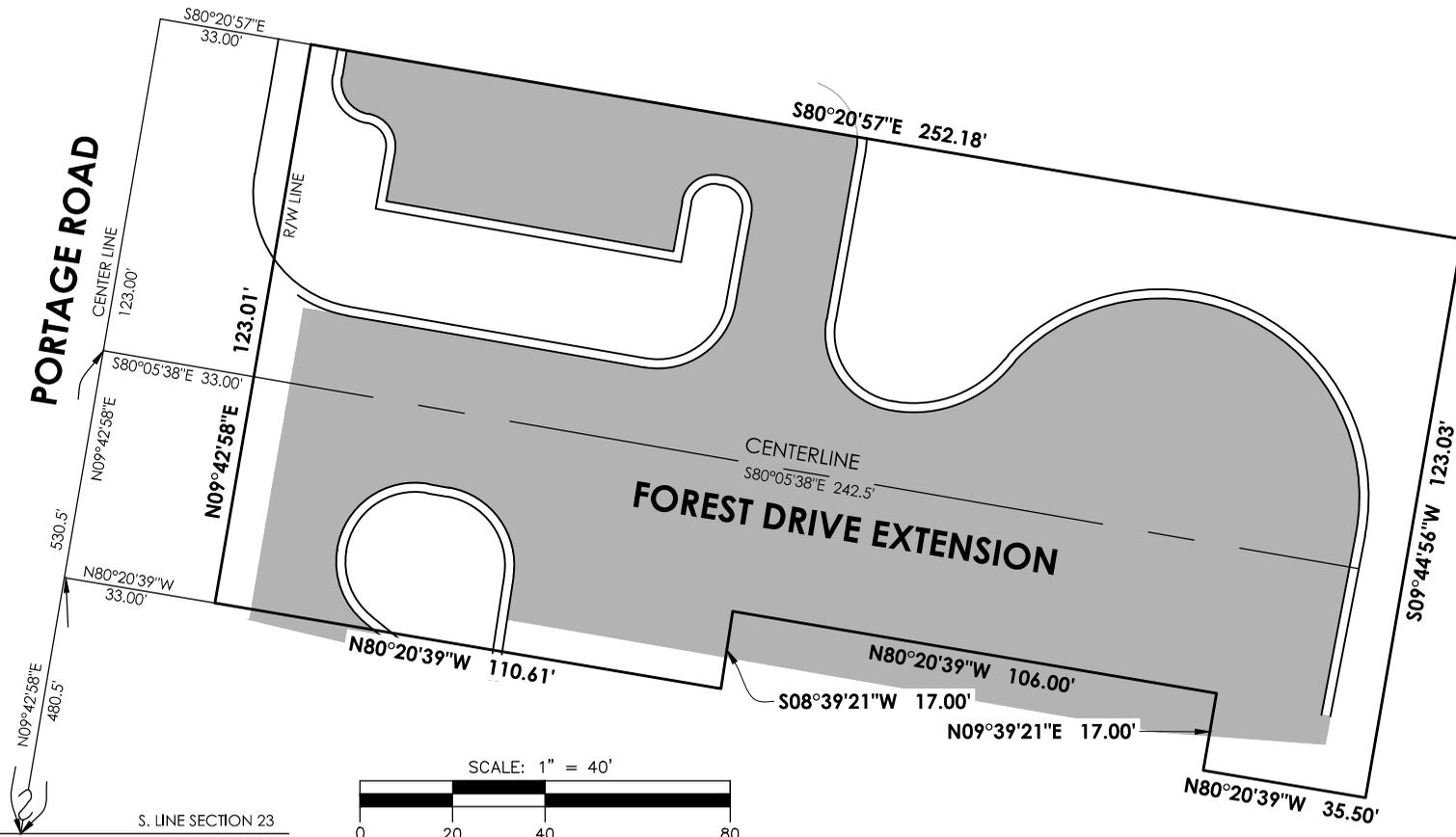
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

THIS IS NOT A BOUNDARY SURVEY.

BEARINGS RELATED TO DEED RECORDED AS DOCUMENT 2024-003789.

**CENTERLINE:**  
 A CENTERLINE IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 23, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: FROM THE WEST 1/4 CORNER OF SECTION 23, TOWN 3 SOUTH, RANGE 11 WEST, MEASURE SOUTH 88 DEGREES 11 MINUTES 27 SECONDS EAST ALONG THE EAST AND WEST QUARTER LINE, 2635.44 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE SOUTH 00 DEGREES 56 MINUTES 50 SECONDS WEST, ALONG THE NORTH AND SOUTH 1/4 LINE, 1992.85 FEET; THENCE MEASURE NORTH 80 DEGREES 17 MINUTES 58 SECONDS WEST 656.07 FEET (RECORDED AS NORTH 81 DEGREES 01 MINUTE WEST 656.44 FEET) TO THE CENTERLINE OF PORTAGE ROAD AT A POINT RECORDED AS BEING NORTH 08 DEGREES 59 MINUTES EAST 753.5 FEET FROM THE INTERSECTION OF THE CENTERLINE OF PORTAGE ROAD AND THE SOUTH LINE OF SAID SECTION; THENCE MEASURE SOUTH 09 DEGREES 42 MINUTES 58 SECONDS WEST (RECORDED AS SOUTH 08 DEGREES 59 MINUTES WEST), ALONG SAID CENTERLINE, 223.00 FEET; THENCE SOUTH 80 DEGREES 05 MINUTES 38 SECONDS EAST 33.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE SOUTH 80 DEGREES 05 MINUTES 38 SECONDS EAST 242.5 FEET TO THE POINT OF ENDING.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE. THIS IS NOT A BOUNDARY SURVEY. BEARINGS RELATED TO DEED RECORDED AS DOCUMENT 2024-003789.



## ABONMARCHE

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PREPARED FOR:

**CITY OF PORTAGE**  
**CENTERLINE & RIGHT OF WAY**

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DRAWN BY: MAF

APPROVED BY: CJC

DATE: 2/25/2026

SCALE: 1" = 40'

SECTION 23

TOWN 3 SOUTH, RANGE 11 WEST

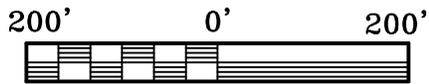
CITY OF PORTAGE

SHEET 1 OF 1

JOB NO. 21-1839

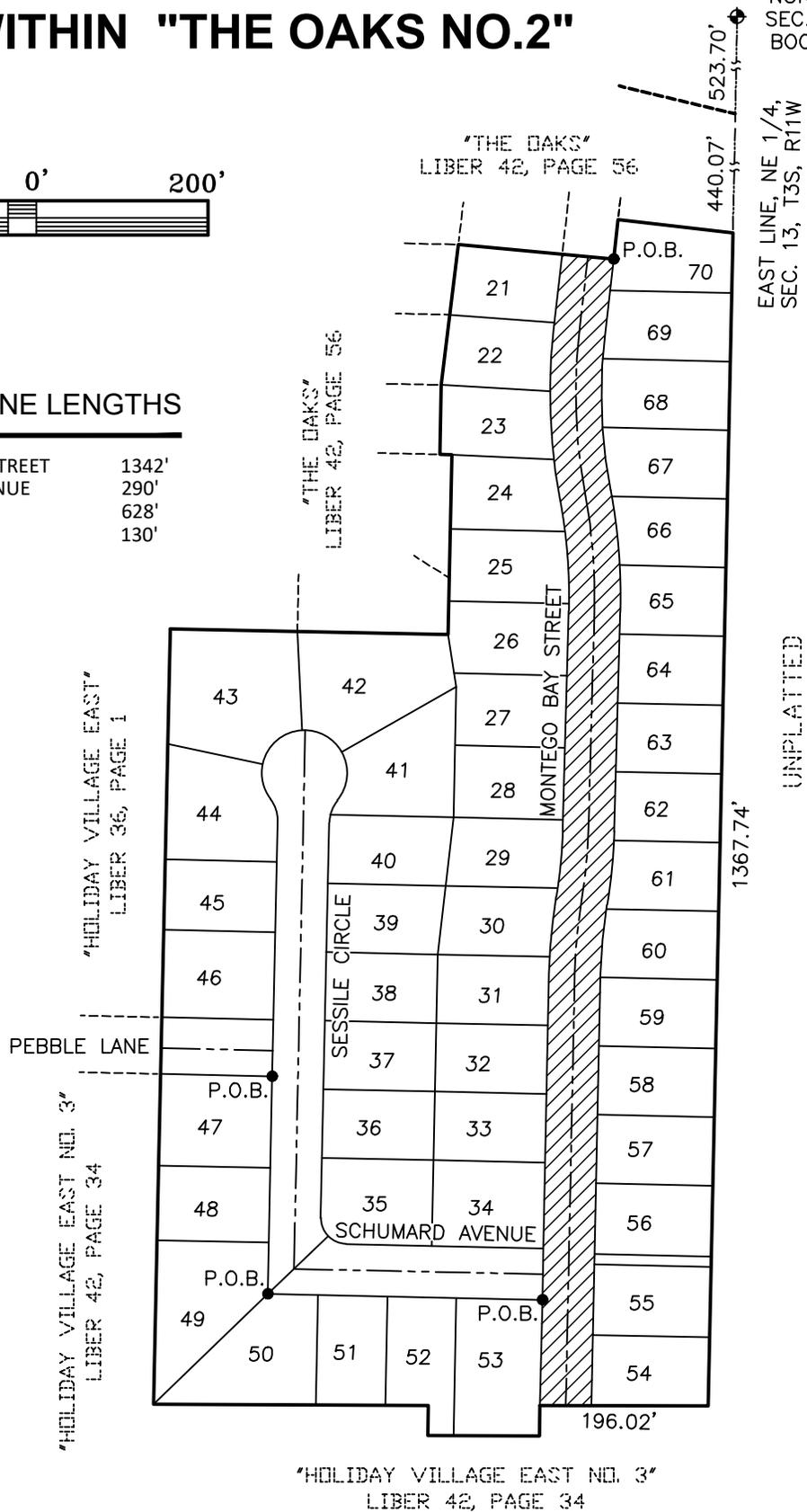
# MONTEGO BAY STREET WITHIN "THE OAKS NO.2"

NORTHEAST CORNER  
SEC. 13, T3S, R11W  
BOOK 2, PAGE 824



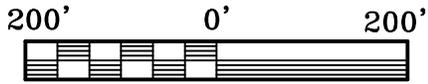
## CENTER LINE LENGTHS

MONTEGO BAY STREET	1342'
SCHUMARD AVENUE	290'
SESSILE CIRCLE	628'
PEBBLE LANE	130'



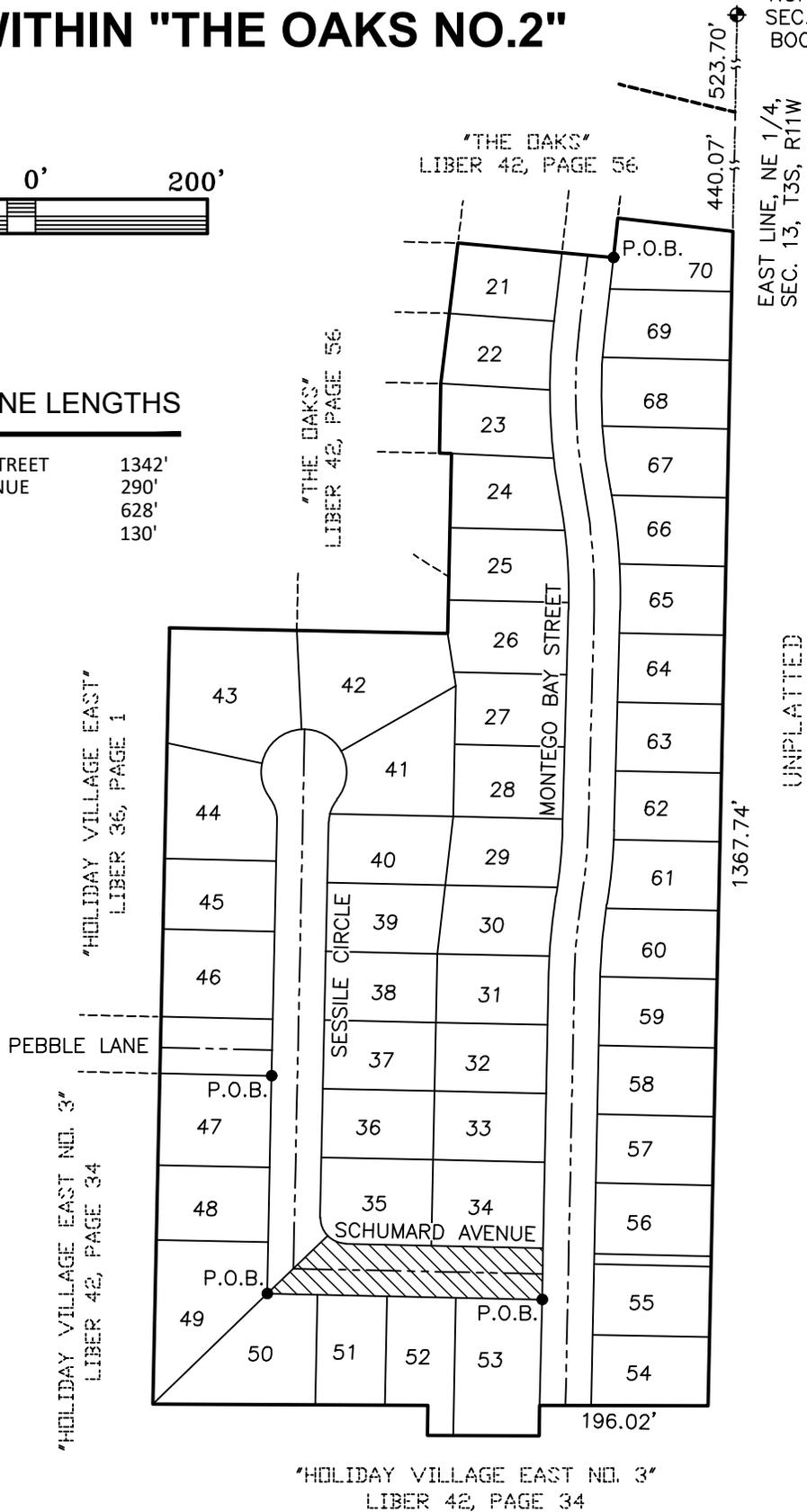
# SCHUMARD AVENUE WITHIN "THE OAKS NO.2"

NORTHEAST CORNER  
SEC. 13, T3S, R11W  
BOOK 2, PAGE 824



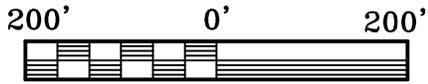
## CENTER LINE LENGTHS

MONTEGO BAY STREET	1342'
SCHUMARD AVENUE	290'
SESSILE CIRCLE	628'
PEBBLE LANE	130'



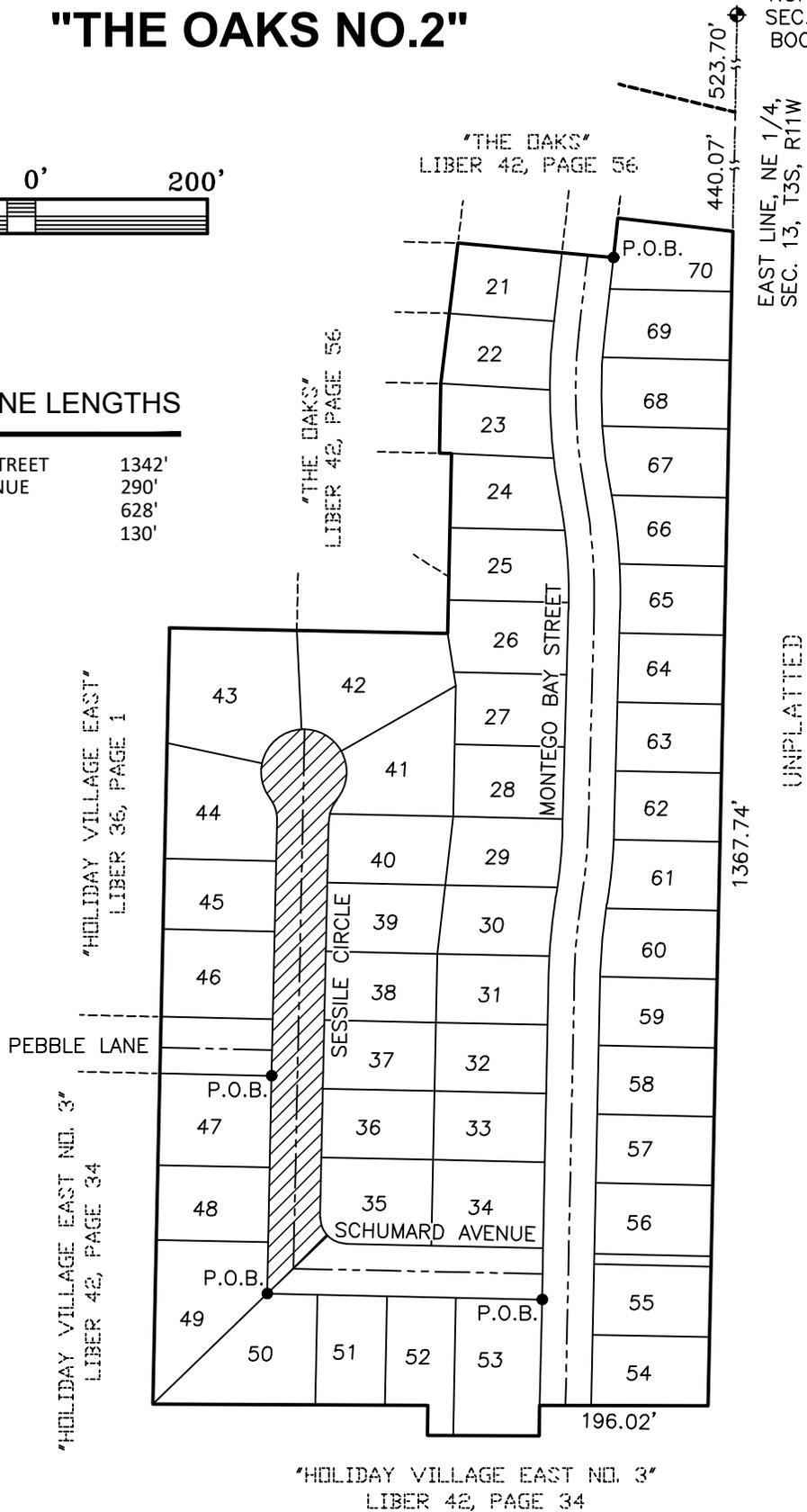
# SESSILE CIRCLE WITHIN "THE OAKS NO.2"

NORTHEAST CORNER  
SEC. 13, T3S, R11W  
BOOK 2, PAGE 824



## CENTER LINE LENGTHS

MONTEGO BAY STREET	1342'
SCHUMARD AVENUE	290'
SESSILE CIRCLE	628'
PEBBLE LANE	130'

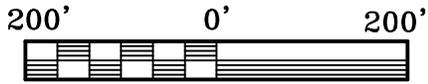


UNPLATTED



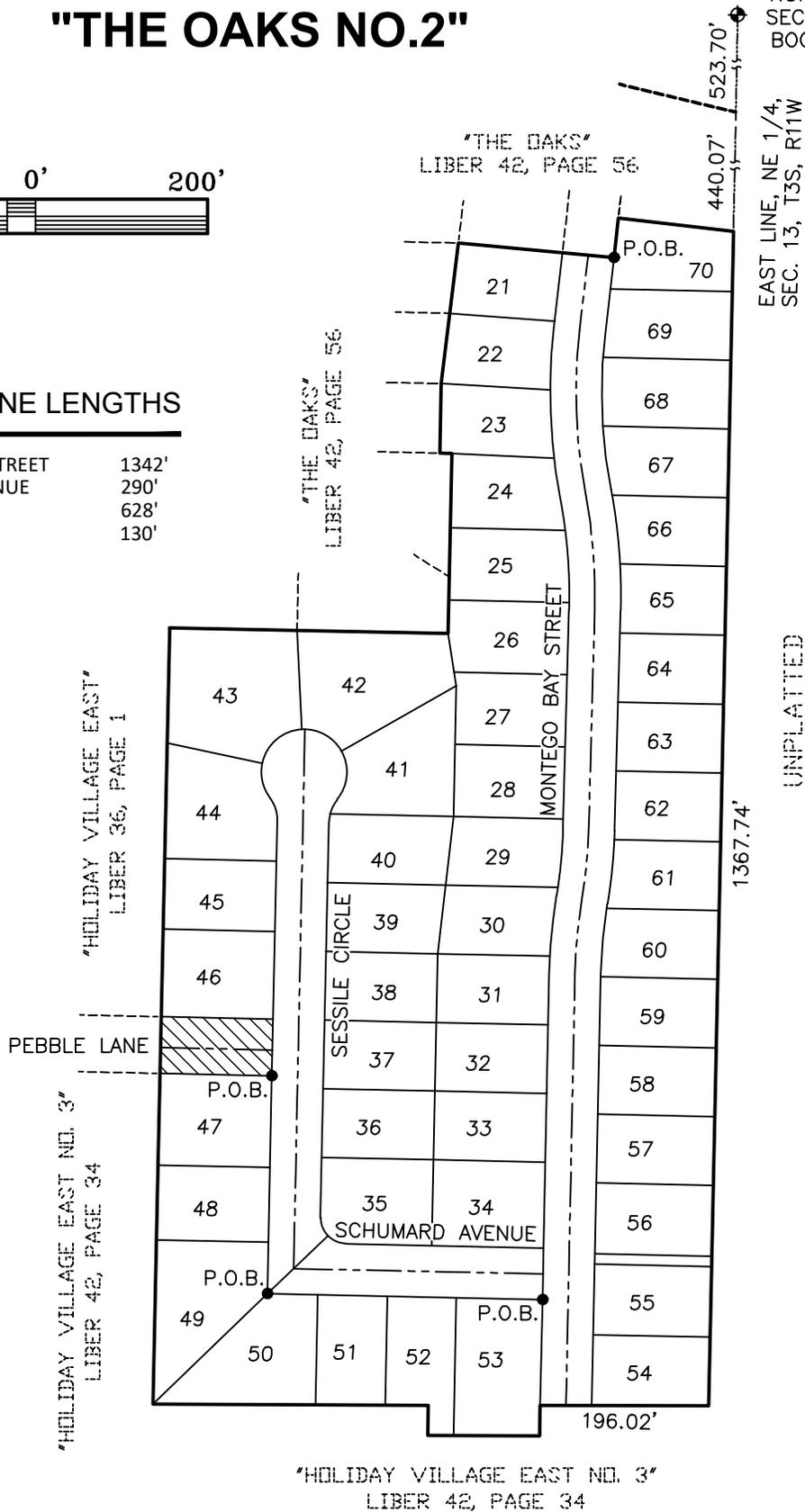
# PEBBLE LANE WITHIN "THE OAKS NO.2"

NORTHEAST CORNER  
SEC. 13, T3S, R11W  
BOOK 2, PAGE 824



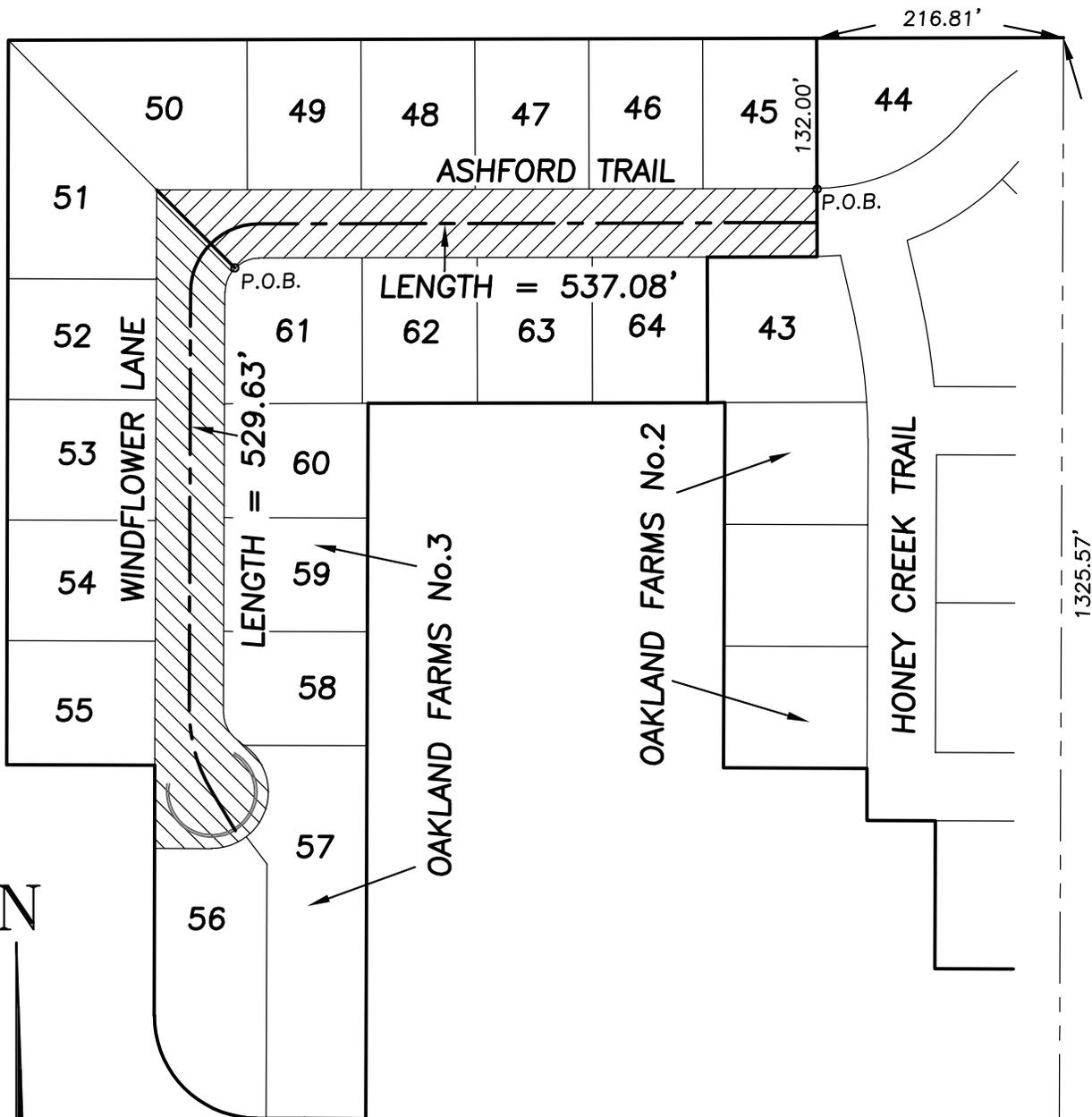
## CENTER LINE LENGTHS

MONTEGO BAY STREET	1342'
SCHUMARD AVENUE	290'
SESSILE CIRCLE	628'
PEBBLE LANE	130'



UNPLATTED

# PUBLIC ROADWAYS in "OAKLAND FARMS No.3" (HATCHED)



SOUTH 1/4 CORNER,  
SECTION 29, CITY OF  
PORTAGE

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Michigan Department of Natural Resources Land and Water Conservation Fund Grant Application for Lakeview Park Restroom.

**SUPPORTING PERSONNEL:** Kathleen Hoyle, Director of Parks & Recreation

**ACTION RECOMMENDED:** Approve a Certified Resolution to the Michigan Department of Natural Resources Land and Water Conservation Fund to authorize submission of the "Lakeview Park Restroom Renovation" application, make available matching city funds for the project, and authorize the City Manager to sign all documents related to the contract on behalf of the city.

The Lakeview Park restroom facility is 50 years old — the oldest in the park system — and its replacement is part of the second phase of the renovation efforts in the park. The restroom is showing signs of age and does not meet current ADA requirements for barrier-free access or plumbing codes, including lack of turning radius and sink access for wheelchair users. Stained grout, location of urinals, lack of stall door opening space, no baby changing amenities, and other deficiencies are shown on the attached Site Photographs. The restroom does not meet current plumbing codes and will entail changing from a 2" water line from the current ¾" line to meet needed capacity loads. Additionally, the current restroom meets neither the city's stormwater capture retention standards nor EGLE's stormwater retention standards for the proximity to a water body.

The preliminary renovation plan includes four family restrooms with baby-changing facilities to replace the current four stalls which will accommodate the over 100,000 annual users of Lakeview Park. The design is similar to those recently constructed at other parks and incorporates a similar area to the current garage that is used for storage of children's fishing program supplies and winter storage of Lakeview Park amenities such as rental bikes and deck chairs. The aesthetics will be similar to that of the Eliason Nature Reserve restroom building. The restroom facility will be located in the existing area which is strategically placed near the rental shelters, playground, ball diamond, pickleball courts, basketball courts, bike rental, fishing piers, new game pocket, and the canal walk.

To offset the anticipated cost for this project, the Parks and Recreation Department wishes to submit an application on April 1 to the MDNR Land and Water Conservation Fund for \$500,000. The City will be proposing Capital Improvement Funds for a project match of up to \$725,000 in the FY 2027/2028 Capital Improvement Plan (the CIP will be provided to City Council in early April). The restroom is in need of replacement and this grant provides an opportunity for this to occur at a substantial cost reduction to the City of Portage.

It is recommended that City Council authorize the submission of the application to the MDNR Land and

Water Conservation Fund for \$500,000 toward construction of the Lakeview Park Restroom Renovation and authorize the City Manager to execute all documents related to this action on behalf of the city.

**FUNDING:** Funding is planned in the proposed Capital Improvement Program FY 26-27 budget.

- Attachments:**
1. Site Photographs - Lakeview Park Restrooms2
  2. Resolution MDNR LWF Grant - Lakeview Park Restrooms

# LAKEVIEW PARK RENOVATION

## Site Photographs Restroom Exterior



From Parking Lot looking east to lake.



From Parking Lot looking east closer up



Front of Restroom looking west, aged, cracked concrete, deteriorating retaining wall timbers.



North side of restroom looking east to lake, cracked paved area, rusting door.

# LAKEVIEW PARK RENOVATION

## Site Photographs

### Restroom Interiors



Men's urinal view at door entrance, undersized turn radius, significant signs of wear. Urinal located right next to sink.



Men's stall with significant signs of wear, undersized space.



Women's stalls, undersized turn radius and space, open doors interfere with users



Women's sink space not useable for wheelchairs and is narrow

# LAKEVIEW PARK RENOVATION

## Site Photographs

### Restroom Interiors



Women's stall door interferes with patrons using entrance door - space is undersized.



Signs of significant wear, small stall space (not ADA compliant).



Aged ceiling vents

**MDNR LAND AND WATER CONSERVATION FUND  
LAKEVIEW PARK RESTROOM RENOVATION**

**WHEREAS,** The City of Portage supports the submission of an application titled, “Lakeview Park Restroom Renovation ” to the Land and Water Conservation Fund for the development of a restroom facility at Lakeview Park; and,

**WHEREAS,** the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

**WHEREAS,** The City of Portage is hereby making a financial commitment to the project in the amount of \$722,960.33 matching funds, in cash and /or force account; and,

**NOW THEREFORE, BE IT RESOLVED** that The City of Portage hereby authorizes submission of a Land and Water Conservation Fund Application for \$500,000, and further resolves to make available its financial obligation amount of \$723,000 (59%) of a total \$1,223,000 project cost during the 2026-2027 fiscal year.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of the City of Portage at their regular meeting held on March 24, 2026, at 6:00 p.m. in Portage Michigan, with a quorum present.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Amendment to Brownfield Redevelopment Plan Amendment No. 12, Project Depatie,  
at 5960 S. Sprinkle Road

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

**ACTION RECOMMENDED:** Receive the Amended "Project Depatie" Brownfield Plan for 5960  
and 5870 S. Sprinkle Rd., Portage, MI, and set a public hearing for  
April 21, 2026, at 6:00 p.m. or as soon thereafter as may be heard  
for consideration of approval of the Amended Brownfield Plan,  
being Amendment to Brownfield Redevelopment Plan  
Amendment No. 12.

## **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.

TST of Portage, LLC ("TST") was approved for a brownfield plan amendment at 5870 and 5960 South Sprinkle Road. The project was approved by the Brownfield Board on March 7, 2024, and by City Council on April 9, 2024 as Brownfield Redevelopment Plan Amendment No. 12. The developer is requesting that the plan be amended to increase the use of tax increment financing for reimbursement of the increased eligible expenses related to this project. This two-phase project on two separate parcels (10.68 acres total) is now owned in part by Milham Corners, LLC, and they are a joint applicant along with TST of Portage, LLC.

The project scope has increased as follows:

- Phase 1 of the project has not changed. It involved the construction of a 63,000-square foot manufacturing facility at the northern property on 5870 South Sprinkle Road in the City of Portage. The building is now complete and leased to support the growth of Depatie Fluid Power

Company, Mico-LAM Inc. and KalBlue Group, LLC. Milham Corners, LLC, has purchased the building and JST Family, LLC, owns the land.

- Phase 2 of this project involves the partial demolition of the 33,804-square foot structure on 5960 South Sprinkle Road and originally included the anticipated construction of a 43,200-square foot facility in its footprint. The project has evolved since the approval of the Brownfield Plan, and the redeveloped portion of Phase 2 has been increased from 43,200 square feet to 62,100 square feet. This building, once complete, will be used for manufacturing purposes with 24' ceilings and is expected to be occupied by Depatie Fluid Power Company. Milham Corners, LLC, has purchased both the land and the building.

As discussed below, the amended "Project Depatie" Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act.

## **II. PROPOSED BROWNFIELD REDEVELOPMENT PLAN**

Attached is a copy of the amended TST of Portage, LLC, and Milham Corners, LLC, "Act 381 Brownfield Plan." In addition to demolition and new construction, the project also involves site preparation and public infrastructure improvements to the subject property. TST originally indicated that its main tenant, Depatie Fluid Power, would create 51 new jobs within the next two years; this estimate remains at 51 jobs. Micro-LAM Inc. indicated they planned to create 13 new jobs by 2025 through relocating to 5870 South Sprinkle Road and their annual Industrial Facilities Tax Abatement report of July 2025 indicated they had created eight of those jobs at that time. A speculative tenant was also planned to locate at 5870 South Sprinkle Road when Depatie Fluid Power relocates to 5960 South Sprinkle Road. This has occurred, with KalBlue Printing now occupying Suite 1 and bringing 23 employees to Portage. They intend to create an additional five jobs by the end of 2027. The total capital investment in the overall project has increased from approximately \$9,334,162 to approximately \$14 million, with completion expected by fall of 2026.

The parcel at 5960 South Sprinkle Road is a contaminated eligible "facility" due to the presence of arsenic, silver, benzo(a)pyrene, fluoranthene, and phenanthrene in concentrations in excess of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) generic cleanup criteria. The parcel at 5870 South Sprinkle Road is adjacent and contiguous to 5960 South Sprinkle Road and is eligible for inclusion under the Act.

Eligible activities associated with the proposed project are to be funded through state and local tax reimbursement and include the following:

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

- Phase I and Phase II Environmental Site Assessment ("ESA") at 5960 South Sprinkle Road.

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

- Site Demolition at 5870 South Sprinkle Road and Partial Building Demolition at 5960 South Sprinkle Road, including relevant engineering and design.
- Site Preparation, clearing and grubbing, fill, grading, and land balancing, staking, temporary erosion control, and temporary traffic control. Engineering and design of these activities are also included as eligible activities. Temporary roads have been added to the list of site preparation activities.

- Public Infrastructure Improvements, water main and sanitary sewer construction, and urban stormwater management system at both locations. Relocation of active utilities, curbs and gutters, and roads have been added to the list of public infrastructure improvements.
- Contingency of 15%
- Brownfield Plan/Act 381 Work Plan Preparation, Brownfield Plan Application Fee, and Administrative Expenses related to implementing the plan.

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

The amended "Project Depatie" Brownfield Plan intends to seek reimbursement for eligible activities through capture of both local and school tax dollars:

1. Specifically, the applicant seeks to capture \$780,031 (up from \$370,800) over 10 years from school tax increment revenues for costs associated with the MSF Eligible Activities above, including: demolition, water and sewer mains, stormwater management facility, site preparation, and brownfield/Act 381 work plans. Therefore, TST has prepared an Act 381 Work Plan for approval by the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") and the MSF.
2. EGLE Environmental costs covered through State Tax Reimbursement are forecast to be \$7,600.
3. In addition, the Act 381 Brownfield Plan proposes to capture \$218,954 (up from \$94,065) for Authority administrative costs, \$204,332 (up from \$130,736) for the State Brownfield Redevelopment Fund, and \$996,361 (up from \$390,957) for the Local Brownfield Revolving Fund.
4. 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 (\$299,684, up from \$141,488), is \$2,355,175 (up from the original total of \$1,142,388).
5. The base year taxable value for purposes of capture of Tax Increment Revenue (TIR) was approved to be 2023, as the finalization of current taxable value by Kalamazoo County was not yet complete. This accommodates tax increment revenue from the building that was under construction at 5870 South Sprinkle Road. Capture shall not begin until eligible expenses have been approved or 2028, being five years from the start date.

Consistent with the [City of Portage Brownfield Redevelopment Incentive Policy](#), capture of tax increment revenue for reimbursement of eligible expenses is limited to 10 years (excluding the projected capture of tax increment revenue for the Local Brownfield Revolving Fund, which is projected to occur until year 15 of the Act 381 Brownfield Plan). Capture of tax increment revenue for the LBRF involves an additional five years after the developer reimbursement period.

TIF capture is suppressed due to three nine-year Industrial Facilities Tax Abatement certificates in place at 5870 South Sprinkle Road and a plan to seek a nine-year Industrial Facilities Tax Abatement certificate for 5960 South Sprinkle Road as well. Total abatement is forecast at +/- \$849,320 in savings. As a result, repayment of eligible expenses over the initial 10 years through the Brownfield TIF is projected to amount to \$1,764,379 (up from \$836,511), as shown in the Reimbursement Schedule on Table 3 in the updated Act 381 Brownfield Plan.

### III. CONCLUSION

The amended "Project Depatie" 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 the Goals of City of Portage Plans** (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 amended Brownfield Plan qualifies for a Brownfield of up to 10 years for purposes of reimbursement of Eligible Expenses along with an additional five-year capture period contributing to the Local Brownfield Revolving Fund. This time frame has not changed from the original approved Plan. Had the amended costs and anticipated capture numbers been previously available, they would have been incorporated into the original application. The Portage Brownfield Redevelopment Authority unanimously recommended this application be forwarded to the City Council through a formal vote on March 12, 2026. It is therefore recommended that the City Council receive the amended "Project Depatie" Brownfield Plan for 5960 and 5870 South Sprinkle Road, Portage, MI, and set a public hearing

for April 21, 2026, at 6:00 p.m. or as soon thereafter as may be heard for consideration of approval of the Amended Brownfield Plan, being Amendment to Brownfield Redevelopment Plan Amendment No. 12.

**FUNDING:** N/A

- Attachments:**
1. Project Depatie Brownfield Plan Amendment (4902-6047-7575.4)
  2. 2026.03.05 Project Depatie Development Agreement Draft - Project Depatie 2

# **ACT 381 BROWNFIELD PLAN**

**TST Portage, LLC and Milham Corners, LLC  
5870 and 5960 South Sprinkle Road  
Kalamazoo County, City of Portage  
City of Portage Brownfield Redevelopment Authority**

**February 27, 2024**

**Amended: January 9, 2026**



**Prepared by**

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

**Approved by the Portage Brownfield Redevelopment Authority on \_\_\_\_\_**

**Approved by the City of Portage Council 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 two parcels located at 5870 S Sprinkle Road and 5960 S Sprinkle Road totaling 10.68 acres in the City of Portage. The project is a two-phase project, one on each parcel. Phase 1 of the project involves the construction of a 63,000-square foot manufacturing facility at the northern property on 5870 S Sprinkle Road. This facility includes a second level on both ends of the building for office uses. The building is currently under construction and programmed to be leased to support the growth of Depatie Fluid Power Company, Mico-Lam Inc and/or future unknown tenants.

Phase 2 of this project will involve the partial demolition of the 33,804-square foot structure on 5960 South Sprinkle Road and the construction of a 62,100-square foot facility in its footprint and the preservation of 14,363 square feet of office space. This building, once complete, will be used for manufacturing purposes with 24' ceilings and is expected to be occupied by Depatie Fluid Power Company.

Both phases of this project are expected to create 51 full-time permanent jobs earning an average salary of more than \$63,000. The total capital investment of both phases of this project are anticipated to be approximately \$14 million. Construction on Phase 2 the project is planned to begin in the summer of 2024 and will be completed by fall of 2026.

### 1.2 Eligible Property Information

#### Basis of Eligibility

A Baseline Environmental Assessment ("BEA") was conducted on 5960 South Sprinkle Road by Stolz Environmental Solutions, LLC dated January 18, 2022. 5960 South Sprinkle Road is a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act ("NREPA"), Act 451 of 1994, as amended, due to the presence of arsenic, silver, benzo(a)pyrene, fluoranthene, and phenanthrene in concentrations in excess of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) generic cleanup criteria. Verification of Facility status is contained in Attachment C.

The parcel at 5870 South Sprinkle Road is adjacent and contiguous to 5960 South Sprinkle Road.

#### Location and Legal Description

5870 South Sprinkle Road Parcel ID: 10-00001-087-C 4.68 Acres  
Portage, MI 49002

Legal Description:

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

Split/Combined on 12/13/2022 from 00001-087-A; Split on 11/28/2023 into 07694-000-O, 07694-001-O, 07694-002-O, 07694-003-O;

5960 South Sprinkle Road Parcel ID: 10-00001-087-B 6.00 Acres  
Portage, MI 49002

Legal Description:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 529.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 497.87 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 528.72 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 491.44 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD. Split/Combined on 12/13/2022 from 00001-087-A;

**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 TST Portage, LLC and Milham Corners, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan Strategic Fund ("MSF") 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 including contingency are anticipated to be \$2,355,175. Funding to the State Brownfield Redevelopment Fund is anticipated to be

\$204,332. 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 and Phase II Environmental Site Assessment ("ESA").

#### Non-Environmental Activities

Because the City of Portage is a Qualified Local Unit of Government ("QLUG"), additional non-environmental costs ("Michigan Strategic Fund ("MSF") Eligible Activities") can be reimbursed through a brownfield plan. This plan will provide reimbursement of eligible demolition, site preparation and/or infrastructure improvements.

#### Authority Expenses

Actual eligible costs incurred by the City of Portage Brownfield Redevelopment Authority ("PBRA") are included in this plan as an eligible expense. These expenses will be reimbursed with local tax increment revenues only.

## **2.2 Summary of Eligible Activities**

### 2.2.1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I and Phase II ESA were completed and the total cost of these services as \$7,600. This is a cost statutorily approved for reimbursement with school taxes.

### 2.2.2 Demolition

Demolition activities will include site demolition and partial building demolition of an existing structure. Engineering and design of these activities are also included as eligible activities. The total cost of these demolition activities is anticipated to be \$132,905.

### 2.2.3 Infrastructure Improvements

Infrastructure improvement activities will include the construction of an urban stormwater management system, relocation of active utilities, curbs and gutters, roads, and sanitary sewer and water main construction. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure improvement is anticipated to be \$680,581.

### 2.2.4 Site Preparation

Site preparation activities will include clearing and grubbing, fill, grading, and land balancing, staking, temporary erosion control, temporary roads, and temporary traffic control. Engineering and design of these activities are also included as eligible activities. The

total cost of these site preparation activities is anticipated to be \$1,184,405.

2.2..5 Contingency

A contingency is included as an eligible activity. The contingency is estimated to be \$299,684.

2.2..6 Brownfield Plan Application Fee

The cost to apply for a Brownfield Plan is included as an eligible activity. The cost to apply for a Brownfield Plan is anticipated to be \$10,000.

2.2..7 Administrative Expenses

The expenses related to administration and implementation of this Brownfield Plan incurred by the developer is included as an eligible activity. The cost is anticipated to be \$10,000.

2.2..8 Brownfield Plan and Act 381 Work Preparation

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

2.2..9 Local Brownfield Revolving Fund

The Authority intends to capture school and non-school tax increments for deposit in the local brownfield revolving fund for a full five years. This capture is estimated to be \$996,361.

**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 15 years, inclusive of 5 years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of

the property will be completed in 2026, and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2040. Capture of TIR is expected to begin in 2026, 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 two parcels. One parcel is 6.00 acres in size and is located at 5960 South Sprinkle Road in the City of Portage, Kalamazoo County (Parcel Identification Number 10-00001-087-B). Another parcel is 4.68 acres in size and is located at 5870 South Sprinkle Road in the City of Portage, Kalamazoo County (Parcel Identification Number 10-00001-087-C). A legal description of each property along with a scaled map showing eligible property dimensions is attached as Figure 1.

The parcel is considered "eligible property" due to the presence of contaminants, specifically arsenic, silver, benzo(a)pyrene, fluoranthene, and phenanthrene in concentrations in excess of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) generic cleanup criteria. Therefore, the property is a "Facility" as defined by Part 201.

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.

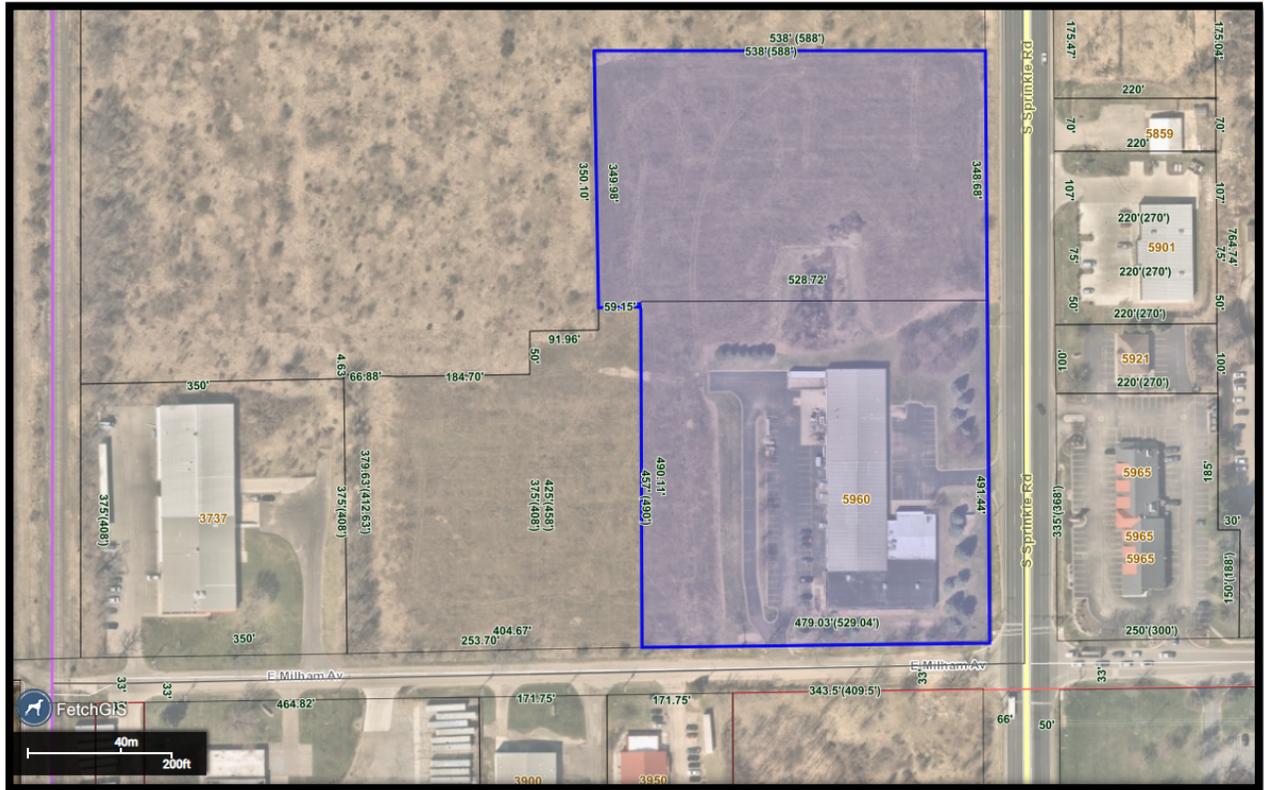
**2.12 Strategy for Compliance with Michigan's Relocation Assistance Law**

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**

# Figure 1

## Legal Description and Eligible Property Map



**Parcel Address**  
5960 South Sprinkle Road  
Portage, MI 49002

**Parcel ID:** 10-00001-087-B

**Acreage:** 6.00

### Legal Description

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 529.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 497.87 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 528.72 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 491.44 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD. Split/Combined on 12/13/2022 from 00001-087-A;

**Parcel Address**  
5870 South Sprinkle Road  
Portage, MI 49002

**Parcel ID:** 10-00001-087-C

**Acreage:** 4.68

**Legal Description**

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, NORTH 00 DEGREES 34 MINUTES 06 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 491.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST 528.72 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 03 SECONDS WEST 7.76 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS WEST 59.15 FEET (PREVIOUSLY DESCRIBED AS SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 59.17 FEET); THENCE NORTH 00 DEGREES 34 MINUTES 28 SECONDS EAST 349.93 FEET (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST 350.10 FEET); THENCE NORTH 89 DEGREES 52 MINUTES 50 SECONDS EAST 587.87 FEET (PREVIOUSLY DESCRIBED AS NORTH 89 DEGREES 52 MINUTES 54 SECONDS EAST 588.00 FEET) TO SAID 1/4 LINE; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 348.68 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD. Split/Combined on 12/13/2022 from 00001-087-A; Split on 11/28/2023 into 07694-000-O, 07694-001-O, 07694-002-O, 07694-003-O;

# **Table 1**

## **Eligible Activity Costs**



<b>EGLE Eligible Activities Costs and Schedule</b>			
<b>EGLE Eligible Activities</b>	<b>Original Cost</b>	<b>Amended Cost</b>	<b>Completion Season/Year</b>
<b>Department Specific Activities Sub-Total</b>	<b>\$ 7,600</b>	<b>\$ 7,600</b>	<b>Winter 2022</b>
<i>Phase I &amp; Phase II Environmental Site Assessment</i>	\$ 7,600	\$ 7,600	
<b>EGLE Eligible Activities Sub-Total</b>	<b>\$ 7,600</b>	<b>\$ 7,600</b>	
<b>MSF Eligible Activities Costs and Schedule</b>			
<b>MSF Eligible Activities</b>	<b>Original Cost</b>	<b>Amended Cost</b>	<b>Completion Season/Year</b>
<b>Demolition Sub-Total</b>	<b>\$ 106,205</b>	<b>\$ 132,905</b>	<b>Fall 2025</b>
<i>Site Demolition</i>	\$ 4,905	\$ 4,905	
<i>Building Demolition</i>	\$ 101,300	\$ 128,000	
<b>Infrastructure Improvements Sub-Total</b>	<b>\$ 402,140</b>	<b>\$ 680,581</b>	<b>Fall 2026</b>
<i>Sanitary Sewer Main</i>	\$ 184,470	\$ 46,411	
<i>Water Main</i>	\$ 91,370	\$ 127,486	
<i>Relocation of Active Utilities</i>	\$ -	\$ 50,000	
<i>Curbs and Gutters</i>	\$ -	\$ 24,084	
<i>Road Paving</i>	\$ -	\$ 227,900	
<i>Urban Stormwater Management</i>	\$ 126,300	\$ 197,940	
<i>Soft Costs associated with Infrastructure Activities</i>	\$ -	\$ 6,760	
<b>Site Preparation Sub-Total</b>	<b>\$ 434,905</b>	<b>\$ 1,184,405</b>	<b>Fall 2026</b>
<i>Clearing and Grubbing</i>	\$ 72,500	\$ 6,800	
<i>Fill, Grading and Land Balancing</i>	\$ 319,695	\$ 1,102,095	
<i>Staking</i>	\$ 7,800	\$ 7,800	
<i>Temporary Erosion Control</i>	\$ 6,700	\$ 6,700	
<i>Temporary Roads</i>	\$ -	\$ 50,450	
<i>Temporary Traffic Control</i>	\$ 7,500	\$ -	
<i>Soft Costs associated with Site Preparation Activities</i>	\$ 20,710	\$ 10,560	
<b>MSF Eligible Activities Sub-Total</b>	<b>\$ 943,250</b>	<b>\$ 1,997,891</b>	
<b>Administrative Expenses</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	
<b>Contingency (15%)</b>	<b>\$ 141,488</b>	<b>\$ 299,684</b>	
<b>Brownfield Plan Application Fee</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	
<b>Brownfield Plan &amp; Act 381 Work Plan Preparation</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	
<b>Total Brownfield Eligible Activities</b>	<b>\$ 1,142,338</b>	<b>\$ 2,355,175</b>	

# **Table 2**

## **Tax Capture Schedule**



**Tax Increment Revenue Capture Estimates**  
 TST Portage, LLC and Milham Corners, LLC  
 5870 S Sprinkle Road - Land  
 City of Portage, Kalamazoo County, Michigan  
 January 2026

Estimated Taxable Value (TV) Increase Rate: 2.5%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
*Base Taxable Value	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ 66,300	\$ -
Estimated New TV	\$ 44,575	\$ 45,689	\$ 46,832	\$ 48,002	\$ 49,202	\$ 50,433	\$ 51,693	\$ 52,986	\$ 3,221,828	\$ 3,302,373	\$ 3,384,933	\$ 3,469,556	\$ 3,556,295	\$ 3,645,202	\$ 3,736,332	\$ -
Incremental Difference (New TV - Base TV)	\$ (21,725)	\$ (20,611)	\$ (19,468)	\$ (18,298)	\$ (17,098)	\$ (15,867)	\$ (14,607)	\$ (13,314)	\$ 3,155,528	\$ 3,236,073	\$ 3,318,633	\$ 3,403,256	\$ 3,489,995	\$ 3,578,902	\$ 3,670,032	\$ -

School Capture	Millage Rate	IFT Rate																TOTAL						
State Education Tax (SET)	6.0000	6.0000															\$ 18,933	\$ 19,416	\$ 19,912	\$ 20,420	\$ 20,940	\$ 21,473	\$ 22,020	\$ 143,115
School Operating Tax	17.5695	8.7848															\$ 55,441	\$ 56,856	\$ 58,307	\$ 59,794	\$ 61,317	\$ 62,880	\$ 64,481	\$ 419,075
<b>School Total</b>	<b>23.5695</b>	<b>14.7848</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,374	\$ 76,273	\$ 78,219	\$ 80,213	\$ 82,257	\$ 84,353	\$ 86,501	\$ 562,190

Local Capture	Millage Rate	IFT Rate																TOTAL						
City of Portage	10.6400	5.3200															\$ 33,575	\$ 34,432	\$ 35,310	\$ 36,211	\$ 37,134	\$ 38,080	\$ 39,049	\$ 253,790
KVCC	2.7802	1.3901															\$ 8,773	\$ 8,997	\$ 9,226	\$ 9,462	\$ 9,703	\$ 9,950	\$ 10,203	\$ 66,314
KRESA Allocated	0.1444	0.0722															\$ 456	\$ 467	\$ 479	\$ 491	\$ 504	\$ 517	\$ 530	\$ 3,444
KRESA Operating	2.9931	1.4966															\$ 9,445	\$ 9,686	\$ 9,933	\$ 10,186	\$ 10,446	\$ 10,712	\$ 10,985	\$ 71,393
KRESA Enhancement	1.4921	0.7461															\$ 4,708	\$ 4,829	\$ 4,952	\$ 5,078	\$ 5,207	\$ 5,340	\$ 5,476	\$ 35,590
KRESA Special ED	1.4862	0.7431															\$ 4,690	\$ 4,809	\$ 4,932	\$ 5,058	\$ 5,187	\$ 5,319	\$ 5,454	\$ 35,449
KRESA CTE	0.9851	0.4926															\$ 3,109	\$ 3,188	\$ 3,269	\$ 3,353	\$ 3,438	\$ 3,526	\$ 3,615	\$ 23,497
School Site SF	0.4980	0.2490															\$ 1,571	\$ 1,612	\$ 1,653	\$ 1,695	\$ 1,738	\$ 1,782	\$ 1,828	\$ 11,879
County Operating	4.6049	2.3025															\$ 14,531	\$ 14,902	\$ 15,282	\$ 15,672	\$ 16,071	\$ 16,480	\$ 16,900	\$ 109,838
CCTA Transport	0.8905	0.4453															\$ 2,810	\$ 2,882	\$ 2,955	\$ 3,031	\$ 3,108	\$ 3,187	\$ 3,268	\$ 21,241
KCTA Transport	0.3091	0.1546															\$ 975	\$ 1,000	\$ 1,026	\$ 1,052	\$ 1,079	\$ 1,106	\$ 1,134	\$ 7,373
District Library	1.4930	0.7465															\$ 4,711	\$ 4,831	\$ 4,955	\$ 5,081	\$ 5,211	\$ 5,343	\$ 5,479	\$ 35,612
Library Extra	0.4976	0.2488															\$ 1,570	\$ 1,610	\$ 1,651	\$ 1,693	\$ 1,737	\$ 1,781	\$ 1,826	\$ 11,869
County Public Safety	1.4296	0.7148															\$ 4,511	\$ 4,626	\$ 4,744	\$ 4,865	\$ 4,989	\$ 5,116	\$ 5,247	\$ 34,099
County Housing	0.7409	0.3705															\$ 2,338	\$ 2,398	\$ 2,459	\$ 2,521	\$ 2,586	\$ 2,652	\$ 2,719	\$ 17,672
County Senior	0.3450	0.1725															\$ 1,089	\$ 1,116	\$ 1,145	\$ 1,174	\$ 1,204	\$ 1,235	\$ 1,266	\$ 8,229
County Veterans	0.0993	0.0497															\$ 313	\$ 321	\$ 330	\$ 338	\$ 347	\$ 355	\$ 364	\$ 2,369
County 911	0.6420	0.3210															\$ 2,026	\$ 2,078	\$ 2,131	\$ 2,185	\$ 2,241	\$ 2,298	\$ 2,356	\$ 15,313
<b>Local Total</b>	<b>32.0710</b>	<b>16.0355</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,201	\$ 103,784	\$ 106,432	\$ 109,146	\$ 111,928	\$ 114,779	\$ 117,702	\$ 764,971

Non-Capturable Millages	Millage Rate	IFT Rate																TOTAL						
County Juvenile Home Debt	0.1350	0.0675															\$ 426	\$ 437	\$ 448	\$ 459	\$ 471	\$ 483	\$ 495	\$ 3,220
Portage School Debt	6.8500	3.4250															\$ 21,615	\$ 22,167	\$ 22,733	\$ 23,312	\$ 23,906	\$ 24,515	\$ 25,140	\$ 163,389
KRESA Debt	0.3650	0.1825															\$ 1,152	\$ 1,181	\$ 1,211	\$ 1,242	\$ 1,274	\$ 1,306	\$ 1,340	\$ 8,706
<b>Total Non-Capturable Taxes</b>	<b>7.3500</b>	<b>3.6750</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,193	\$ 23,785	\$ 24,392	\$ 25,014	\$ 25,651	\$ 26,305	\$ 26,975	\$ 175,315
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,575	\$ 180,057	\$ 184,650	\$ 189,359	\$ 194,185	\$ 199,132	\$ 204,202	\$ 1,327,161

Footnotes:



**Tax Increment Revenue Capture Estimates**  
 TST Portage, LLC and Milham Corners, LLC  
 5870 S Sprinkle Road - IFT  
 City of Portage, Kalamazoo County, Michigan  
 January 2026

Estimated Taxable Value (TV) Increase Rate: 2.5%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV	\$ 2,644,304	\$ 2,710,412	\$ 2,778,172	\$ 2,847,626	\$ 2,918,817	\$ 2,991,787	\$ 3,066,582	\$ 3,143,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incremental Difference (New TV - Base TV)	\$ 2,644,304	\$ 2,710,412	\$ 2,778,172	\$ 2,847,626	\$ 2,918,817	\$ 2,991,787	\$ 3,066,582	\$ 3,143,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

School Capture	Millage Rate	IFT Rate																TOTAL
State Education Tax (SET)	6.0000	6.0000	\$ 15,866	\$ 16,262	\$ 16,669	\$ 17,086	\$ 17,513	\$ 17,951	\$ 18,399	\$ 18,859	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,606	
School Operating Tax	17.5695	8.7848	\$ 23,230	\$ 23,810	\$ 24,406	\$ 25,016	\$ 25,641	\$ 26,282	\$ 26,939	\$ 27,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,936	
<b>School Total</b>	<b>23.5695</b>	<b>14.7848</b>	<b>\$ 39,095</b>	<b>\$ 40,073</b>	<b>\$ 41,075</b>	<b>\$ 42,101</b>	<b>\$ 43,154</b>	<b>\$ 44,233</b>	<b>\$ 45,339</b>	<b>\$ 46,472</b>	<b>\$ -</b>	<b>\$ 341,542</b>						

Local Capture	Millage Rate																TOTAL
City of Portage	10.6400	5.3200	\$ 14,068	\$ 14,419	\$ 14,780	\$ 15,149	\$ 15,528	\$ 15,916	\$ 16,314	\$ 16,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,897
KVCC	2.7802	1.3901	\$ 3,676	\$ 3,768	\$ 3,862	\$ 3,958	\$ 4,057	\$ 4,159	\$ 4,263	\$ 4,369	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,113
KRESA Allocated	0.1444	0.0722	\$ 191	\$ 196	\$ 201	\$ 206	\$ 211	\$ 216	\$ 221	\$ 227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,668
KRESA Operating	2.9931	1.4966	\$ 3,957	\$ 4,056	\$ 4,158	\$ 4,262	\$ 4,368	\$ 4,477	\$ 4,589	\$ 4,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,572
KRESA Enhancement	1.4921	0.7461	\$ 1,973	\$ 2,022	\$ 2,073	\$ 2,124	\$ 2,178	\$ 2,232	\$ 2,288	\$ 2,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,234
KRESA Special ED	1.4862	0.7431	\$ 1,965	\$ 2,014	\$ 2,064	\$ 2,116	\$ 2,169	\$ 2,223	\$ 2,279	\$ 2,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,166
KRESA CTE	0.9851	0.4926	\$ 1,302	\$ 1,335	\$ 1,368	\$ 1,403	\$ 1,438	\$ 1,474	\$ 1,510	\$ 1,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,378
School Site SF	0.4980	0.2490	\$ 658	\$ 675	\$ 692	\$ 709	\$ 727	\$ 745	\$ 764	\$ 783	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,752
County Operating	4.6049	2.3025	\$ 6,088	\$ 6,241	\$ 6,397	\$ 6,557	\$ 6,720	\$ 6,888	\$ 7,061	\$ 7,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,189
CCTA Transport	0.8905	0.4453	\$ 1,177	\$ 1,207	\$ 1,237	\$ 1,268	\$ 1,300	\$ 1,332	\$ 1,365	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,286
KCTA Transport	0.3091	0.1546	\$ 409	\$ 419	\$ 429	\$ 440	\$ 451	\$ 462	\$ 474	\$ 486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,570
District Library	1.4930	0.7465	\$ 1,974	\$ 2,023	\$ 2,074	\$ 2,126	\$ 2,179	\$ 2,233	\$ 2,289	\$ 2,346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,245
Library Extra	0.4976	0.2488	\$ 658	\$ 674	\$ 691	\$ 708	\$ 726	\$ 744	\$ 763	\$ 782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,748
County Public Safety	1.4296	0.7148	\$ 1,890	\$ 1,937	\$ 1,986	\$ 2,035	\$ 2,086	\$ 2,139	\$ 2,192	\$ 2,247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,513
County Housing	0.7409	0.3705	\$ 980	\$ 1,004	\$ 1,029	\$ 1,055	\$ 1,081	\$ 1,108	\$ 1,136	\$ 1,164	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,558
County Senior	0.3450	0.1725	\$ 456	\$ 468	\$ 479	\$ 491	\$ 503	\$ 516	\$ 529	\$ 542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,985
County Veterans	0.0993	0.0497	\$ 131	\$ 135	\$ 138	\$ 141	\$ 145	\$ 149	\$ 152	\$ 156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,147
County 911	0.6420	0.3210	\$ 849	\$ 870	\$ 892	\$ 914	\$ 937	\$ 960	\$ 984	\$ 1,009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,415
<b>Local Total</b>	<b>32.0710</b>	<b>16.0355</b>	<b>\$ 42,403</b>	<b>\$ 43,463</b>	<b>\$ 44,549</b>	<b>\$ 45,663</b>	<b>\$ 46,805</b>	<b>\$ 47,975</b>	<b>\$ 49,174</b>	<b>\$ 50,404</b>	<b>\$ -</b>	<b>\$ 370,435</b>					

Non-Capturable Millages	Millage Rate																TOTAL
County Juvenile Home Debt	0.1350	0.0675	\$ 178	\$ 183	\$ 188	\$ 192	\$ 197	\$ 202	\$ 207	\$ 212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,559
Portage School Debt	6.8500	3.4250	\$ 9,057	\$ 9,283	\$ 9,515	\$ 9,753	\$ 9,997	\$ 10,247	\$ 10,503	\$ 10,766	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,121
KRESA Debt	0.3650	0.1825	\$ 483	\$ 495	\$ 507	\$ 520	\$ 533	\$ 546	\$ 560	\$ 574	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,216
<b>Total Non-Capturable Taxes</b>	<b>7.3500</b>	<b>3.6750</b>	<b>\$ 9,718</b>	<b>\$ 9,961</b>	<b>\$ 10,210</b>	<b>\$ 10,465</b>	<b>\$ 10,727</b>	<b>\$ 10,995</b>	<b>\$ 11,270</b>	<b>\$ 11,551</b>	<b>\$ -</b>	<b>\$ 84,896</b>					
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	<b>\$ 81,498</b>	<b>\$ 83,536</b>	<b>\$ 85,624</b>	<b>\$ 87,765</b>	<b>\$ 89,959</b>	<b>\$ 92,208</b>	<b>\$ 94,513</b>	<b>\$ 96,876</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 711,977</b>

**Footnotes:**  
 \*Assumes 9 Year PA 198 Tax abatement  
 \*\*Assumes Taxable value of \$31.65/sf



**Tax Increment Revenue Capture Estimates**  
 TST Portage, LLC and Milham Corners, LLC  
 5960 S Sprinkle Road - Land  
 City of Portage, Kalamazoo County, Michigan  
 January 2026

Estimated Taxable Value (TV) Increase Rate: 2.5%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
*Base Taxable Value	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ 880,800	\$ -
Estimated New TV	\$ 254,610	\$ 254,610	\$ 260,975	\$ 267,500	\$ 274,187	\$ 281,042	\$ 288,068	\$ 295,270	\$ 302,651	\$ 310,218	\$ 4,033,071	\$ 4,133,898	\$ 4,237,245	\$ 4,343,176	\$ 4,451,756	\$ -
Incremental Difference (New TV - Base TV)	\$ (626,190)	\$ (626,190)	\$ (619,825)	\$ (613,300)	\$ (606,613)	\$ (599,758)	\$ (592,732)	\$ (585,530)	\$ (578,149)	\$ (570,582)	\$ 3,152,271	\$ 3,253,098	\$ 3,356,445	\$ 3,462,376	\$ 3,570,956	\$ -

School Capture	Millage Rate	IFT Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	
State Education Tax (SET)	6.0000	6.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,914	\$ 19,519	\$ 20,139	\$ 20,774	\$ 21,426	\$ 100,771
School Operating Tax	17.5695	8.7848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,384	\$ 57,155	\$ 58,971	\$ 60,832	\$ 62,740	\$ 295,082
<b>School Total</b>	<b>23.5695</b>	<b>14.7848</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,297	\$ 76,674	\$ 79,110	\$ 81,606	\$ 84,166	\$ 395,853

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL		
City of Portage	10.6400	5.3200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,540	\$ 34,613	\$ 35,713	\$ 36,840	\$ 37,995	\$ 178,700
KVCC	2.7802	1.3901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,764	\$ 9,044	\$ 9,332	\$ 9,626	\$ 9,928	\$ 46,694
KRESA Allocated	0.1444	0.0722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 455	\$ 470	\$ 485	\$ 500	\$ 516	\$ 2,425
KRESA Operating	2.9931	1.4966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,435	\$ 9,737	\$ 10,046	\$ 10,363	\$ 10,688	\$ 50,270
KRESA Enhancement	1.4921	0.7461	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,704	\$ 4,854	\$ 5,008	\$ 5,166	\$ 5,328	\$ 25,060
KRESA Special ED	1.4862	0.7431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,685	\$ 4,835	\$ 4,988	\$ 5,146	\$ 5,307	\$ 24,961
KRESA CTE	0.9851	0.4926	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,105	\$ 3,205	\$ 3,306	\$ 3,411	\$ 3,518	\$ 16,545
School Site SF	0.4980	0.2490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,570	\$ 1,620	\$ 1,672	\$ 1,724	\$ 1,778	\$ 8,364
County Operating	4.6049	2.3025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,516	\$ 14,980	\$ 15,456	\$ 15,944	\$ 16,444	\$ 77,340
CCTA Transport	0.8905	0.4453	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,807	\$ 2,897	\$ 2,989	\$ 3,083	\$ 3,180	\$ 14,956
KCTA Transport	0.3091	0.1546	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 974	\$ 1,006	\$ 1,037	\$ 1,070	\$ 1,104	\$ 5,191
District Library	1.4930	0.7465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,706	\$ 4,857	\$ 5,011	\$ 5,169	\$ 5,331	\$ 25,075
Library Extra	0.4976	0.2488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,569	\$ 1,619	\$ 1,670	\$ 1,723	\$ 1,777	\$ 8,357
County Public Safety	1.4296	0.7148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,506	\$ 4,651	\$ 4,798	\$ 4,950	\$ 5,105	\$ 24,010
County Housing	0.7409	0.3705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,336	\$ 2,410	\$ 2,487	\$ 2,565	\$ 2,646	\$ 12,444
County Senior	0.3450	0.1725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,088	\$ 1,122	\$ 1,158	\$ 1,195	\$ 1,232	\$ 5,794
County Veterans	0.0993	0.0497	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 313	\$ 323	\$ 333	\$ 344	\$ 355	\$ 1,668
County 911	0.6420	0.3210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,024	\$ 2,088	\$ 2,155	\$ 2,223	\$ 2,293	\$ 10,782
<b>Local Total</b>	<b>32.0710</b>	<b>16.0355</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,096	\$ 104,330	\$ 107,645	\$ 111,042	\$ 114,524	\$ 538,637

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL		
County Juvenile Home Debt	0.1350	0.0675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426	\$ 439	\$ 453	\$ 467	\$ 482	\$ 2,267
Portage School Debt	6.8500	3.4250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,593	\$ 22,284	\$ 22,992	\$ 23,717	\$ 24,461	\$ 115,047
KRESA Debt	0.3650	0.1825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,151	\$ 1,187	\$ 1,225	\$ 1,264	\$ 1,303	\$ 6,130
<b>Total Non-Capturable Taxes</b>	<b>7.3500</b>	<b>3.6750</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,169	\$ 23,910	\$ 24,670	\$ 25,448	\$ 26,247	\$ 123,444
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,394	\$ 181,004	\$ 186,754	\$ 192,648	\$ 198,690	\$ 934,490

Footnotes:



**Tax Increment Revenue Capture Estimates**  
 TST Portage, LLC and Milham Corners, LLC  
 5960 S Sprinkle Road - IFT  
 City of Portage, Kalamazoo County, Michigan  
 January 2026

Estimated Taxable Value (TV) Increase Rate: 2.5%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV	\$ -	\$ 3,229,394	\$ 3,310,129	\$ 3,392,882	\$ 3,477,704	\$ 3,564,647	\$ 3,653,763	\$ 3,745,107	\$ 3,838,735	\$ 3,934,703	\$ -	\$ -	\$ -	\$ -	\$ -
Incremental Difference (New TV - Base TV)	\$ -	\$ 3,229,394	\$ 3,310,129	\$ 3,392,882	\$ 3,477,704	\$ 3,564,647	\$ 3,653,763	\$ 3,745,107	\$ 3,838,735	\$ 3,934,703	\$ -	\$ -	\$ -	\$ -	\$ -

School Capture	Millage Rate	IFT Rate															TOTAL
State Education Tax (SET)	6.0000	6.0000	\$ -	\$ 19,376	\$ 19,861	\$ 20,357	\$ 20,866	\$ 21,388	\$ 21,923	\$ 22,471	\$ 23,032	\$ 23,608	\$ -	\$ -	\$ -	\$ -	\$ 192,882
School Operating Tax	17.5695	8.7848	\$ -	\$ 28,369	\$ 29,079	\$ 29,806	\$ 30,551	\$ 31,315	\$ 32,097	\$ 32,900	\$ 33,722	\$ 34,565	\$ -	\$ -	\$ -	\$ -	\$ 282,404
<b>School Total</b>	<b>23.5695</b>	<b>14.7848</b>	\$ -	\$ 47,746	\$ 48,939	\$ 50,163	\$ 51,417	\$ 52,702	\$ 54,020	\$ 55,370	\$ 56,755	\$ 58,174	\$ -	\$ -	\$ -	\$ -	\$ 475,286

Local Capture	Millage Rate															TOTAL	
City of Portage	10.6400	5.3200	\$ -	\$ 17,180	\$ 17,610	\$ 18,050	\$ 18,501	\$ 18,964	\$ 19,438	\$ 19,924	\$ 20,422	\$ 20,933	\$ -	\$ -	\$ -	\$ -	\$ 171,022
KVCC	2.7802	1.3901	\$ -	\$ 4,489	\$ 4,601	\$ 4,716	\$ 4,834	\$ 4,955	\$ 5,079	\$ 5,206	\$ 5,336	\$ 5,470	\$ -	\$ -	\$ -	\$ -	\$ 44,688
KRESA Allocated	0.1444	0.0722	\$ -	\$ 233	\$ 239	\$ 245	\$ 251	\$ 257	\$ 264	\$ 270	\$ 277	\$ 284	\$ -	\$ -	\$ -	\$ -	\$ 2,321
KRESA Operating	2.9931	1.4966	\$ -	\$ 4,833	\$ 4,954	\$ 5,078	\$ 5,205	\$ 5,335	\$ 5,468	\$ 5,605	\$ 5,745	\$ 5,888	\$ -	\$ -	\$ -	\$ -	\$ 48,110
KRESA Enhancement	1.4921	0.7461	\$ -	\$ 2,409	\$ 2,470	\$ 2,531	\$ 2,595	\$ 2,659	\$ 2,726	\$ 2,794	\$ 2,864	\$ 2,935	\$ -	\$ -	\$ -	\$ -	\$ 23,983
KRESA Special ED	1.4862	0.7431	\$ -	\$ 2,400	\$ 2,460	\$ 2,521	\$ 2,584	\$ 2,649	\$ 2,715	\$ 2,783	\$ 2,853	\$ 2,924	\$ -	\$ -	\$ -	\$ -	\$ 23,888
KRESA CTE	0.9851	0.4926	\$ -	\$ 1,591	\$ 1,630	\$ 1,671	\$ 1,713	\$ 1,756	\$ 1,800	\$ 1,845	\$ 1,891	\$ 1,938	\$ -	\$ -	\$ -	\$ -	\$ 15,834
School Site SF	0.4980	0.2490	\$ -	\$ 804	\$ 824	\$ 845	\$ 866	\$ 888	\$ 910	\$ 933	\$ 956	\$ 980	\$ -	\$ -	\$ -	\$ -	\$ 8,005
County Operating	4.6049	2.3025	\$ -	\$ 7,436	\$ 7,621	\$ 7,812	\$ 8,007	\$ 8,207	\$ 8,413	\$ 8,623	\$ 8,838	\$ 9,059	\$ -	\$ -	\$ -	\$ -	\$ 74,017
CCTA Transport	0.8905	0.4453	\$ -	\$ 1,438	\$ 1,474	\$ 1,511	\$ 1,548	\$ 1,587	\$ 1,627	\$ 1,668	\$ 1,709	\$ 1,752	\$ -	\$ -	\$ -	\$ -	\$ 14,313
KCTA Transport	0.3091	0.1546	\$ -	\$ 499	\$ 512	\$ 524	\$ 537	\$ 551	\$ 565	\$ 579	\$ 593	\$ 608	\$ -	\$ -	\$ -	\$ -	\$ 4,968
District Library	1.4930	0.7465	\$ -	\$ 2,411	\$ 2,471	\$ 2,533	\$ 2,596	\$ 2,661	\$ 2,728	\$ 2,796	\$ 2,866	\$ 2,937	\$ -	\$ -	\$ -	\$ -	\$ 23,998
Library Extra	0.4976	0.2488	\$ -	\$ 803	\$ 824	\$ 844	\$ 865	\$ 887	\$ 909	\$ 932	\$ 955	\$ 979	\$ -	\$ -	\$ -	\$ -	\$ 7,998
County Public Safety	1.4296	0.7148	\$ -	\$ 2,308	\$ 2,366	\$ 2,425	\$ 2,486	\$ 2,548	\$ 2,612	\$ 2,677	\$ 2,744	\$ 2,813	\$ -	\$ -	\$ -	\$ -	\$ 22,979
County Housing	0.7409	0.3705	\$ -	\$ 1,196	\$ 1,226	\$ 1,257	\$ 1,288	\$ 1,321	\$ 1,354	\$ 1,387	\$ 1,422	\$ 1,458	\$ -	\$ -	\$ -	\$ -	\$ 11,909
County Senior	0.3450	0.1725	\$ -	\$ 557	\$ 571	\$ 585	\$ 600	\$ 615	\$ 630	\$ 646	\$ 662	\$ 679	\$ -	\$ -	\$ -	\$ -	\$ 5,545
County Veterans	0.0993	0.0497	\$ -	\$ 160	\$ 164	\$ 168	\$ 173	\$ 177	\$ 181	\$ 186	\$ 191	\$ 195	\$ -	\$ -	\$ -	\$ -	\$ 1,596
County 911	0.6420	0.3210	\$ -	\$ 1,037	\$ 1,063	\$ 1,089	\$ 1,116	\$ 1,144	\$ 1,173	\$ 1,202	\$ 1,232	\$ 1,263	\$ -	\$ -	\$ -	\$ -	\$ 10,319
<b>Local Total</b>	<b>32.0710</b>	<b>16.0355</b>	\$ -	\$ 51,785	\$ 53,080	\$ 54,407	\$ 55,767	\$ 57,161	\$ 58,590	\$ 60,055	\$ 61,556	\$ 63,095	\$ -	\$ -	\$ -	\$ -	\$ 515,494

Non-Capturable Millages	Millage Rate															TOTAL	
County Juvenile Home Debt	0.1350	0.0675	\$ -	\$ 218	\$ 223	\$ 229	\$ 235	\$ 241	\$ 247	\$ 253	\$ 259	\$ 531	\$ -	\$ -	\$ -	\$ -	\$ 2,436
Portage School Debt	6.8500	3.4250	\$ -	\$ 11,061	\$ 11,337	\$ 11,621	\$ 11,911	\$ 12,209	\$ 12,514	\$ 12,827	\$ 13,148	\$ 26,953	\$ -	\$ -	\$ -	\$ -	\$ 123,580
KRESA Debt	0.3650	0.1825	\$ -	\$ 589	\$ 604	\$ 619	\$ 635	\$ 651	\$ 667	\$ 683	\$ 701	\$ 1,436	\$ -	\$ -	\$ -	\$ -	\$ 6,585
<b>Total Non-Capturable Taxes</b>	<b>7.3500</b>	<b>3.6750</b>	\$ -	\$ 11,868	\$ 12,165	\$ 12,469	\$ 12,781	\$ 13,100	\$ 13,428	\$ 13,763	\$ 14,107	\$ 28,920	\$ -	\$ -	\$ -	\$ -	\$ 132,601

**Total Tax Increment Revenue (TIR) Available for Capture** \$ - \$ 99,531 \$ 102,019 \$ 104,569 \$ 107,184 \$ 109,863 \$ 112,610 \$ 115,425 \$ 118,311 \$ 121,269 \$ - \$ - \$ - \$ - \$ - \$ - \$ 990,781

Footnotes:  
 \*Assumes 9 Year PA 198 Tax abatement  
 \*\*Assumes Taxable value of \$31.65/sf



Tax Increment Revenue Capture Estimates  
 TST Portage, LLC and Milham Corners, LLC  
 5870 5960 S Sprinkle Road - Total Capture  
 City of Portage, Kalamazoo County, Michigan  
 January 2026

Estimated Taxable Value (TV) Increase Rate: 2.5%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL		
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040			
Base Taxable Value	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100	\$ 947,100			
Estimated Future TV	\$ 2,943,489	\$ 6,240,105	\$ 6,396,108	\$ 6,556,011	\$ 6,719,911	\$ 6,887,909	\$ 7,060,106	\$ 7,236,609	\$ 7,363,214	\$ 7,547,294	\$ 7,741,004	\$ 7,603,454	\$ 7,793,540	\$ 7,988,379	\$ 8,188,088			
<b>School Capture</b>																		
	Millage Rate	IFT Rate																
State Education Tax (SET)	6.0000	6.0000	\$ 15,866	\$ 35,639	\$ 36,530	\$ 37,443	\$ 38,379	\$ 39,339	\$ 40,322	\$ 41,330	\$ 41,966	\$ 43,025	\$ 38,825	\$ 39,938	\$ 41,079	\$ 42,248	\$ 43,446	\$ 575,373
School Operating Tax	17.5695	8.7848	\$ 23,230	\$ 52,180	\$ 53,484	\$ 54,821	\$ 56,192	\$ 57,597	\$ 59,037	\$ 60,512	\$ 61,963	\$ 63,422	\$ 113,691	\$ 116,949	\$ 120,289	\$ 123,712	\$ 127,221	\$ 1,199,497
<b>School Total</b>	<b>23.5695</b>	<b>14.7848</b>	<b>\$ 39,095</b>	<b>\$ 87,819</b>	<b>\$ 90,014</b>	<b>\$ 92,264</b>	<b>\$ 94,571</b>	<b>\$ 96,935</b>	<b>\$ 99,359</b>	<b>\$ 101,843</b>	<b>\$ 131,129</b>	<b>\$ 134,446</b>	<b>\$ 152,516</b>	<b>\$ 156,887</b>	<b>\$ 161,367</b>	<b>\$ 165,959</b>	<b>\$ 170,666</b>	<b>\$ 1,774,871</b>
<b>Local Capture</b>																		
	Millage Rate																	
City of Portage	10.6400	5.3200	\$ 14,068	\$ 31,600	\$ 32,390	\$ 33,200	\$ 34,029	\$ 34,880	\$ 35,752	\$ 36,646	\$ 37,597	\$ 38,550	\$ 39,516	\$ 40,484	\$ 41,454	\$ 42,428	\$ 43,406	\$ 726,410
KVCC	2.7802	1.3901	\$ 3,676	\$ 8,257	\$ 8,463	\$ 8,675	\$ 8,892	\$ 9,114	\$ 9,342	\$ 9,576	\$ 9,814	\$ 10,057	\$ 10,309	\$ 10,574	\$ 10,844	\$ 11,118	\$ 11,397	\$ 189,809
KRESA Allocated	0.1444	0.0722	\$ 191	\$ 429	\$ 440	\$ 451	\$ 462	\$ 473	\$ 485	\$ 497	\$ 509	\$ 521	\$ 534	\$ 547	\$ 561	\$ 575	\$ 589	\$ 9,858
KRESA Operating	2.8946	1.4473	\$ 3,957	\$ 8,889	\$ 9,111	\$ 9,339	\$ 9,573	\$ 9,812	\$ 10,057	\$ 10,309	\$ 10,574	\$ 10,844	\$ 11,118	\$ 11,397	\$ 11,681	\$ 11,970	\$ 12,264	\$ 204,344
KRESA Enhancement	1.5000	0.7500	\$ 1,973	\$ 4,431	\$ 4,542	\$ 4,656	\$ 4,772	\$ 4,891	\$ 5,014	\$ 5,139	\$ 5,264	\$ 5,392	\$ 5,522	\$ 5,655	\$ 5,792	\$ 5,931	\$ 6,073	\$ 101,868
KRESA Special ED	1.4988	0.7494	\$ 1,965	\$ 4,414	\$ 4,524	\$ 4,637	\$ 4,753	\$ 4,872	\$ 4,994	\$ 5,119	\$ 5,246	\$ 5,376	\$ 5,509	\$ 5,645	\$ 5,784	\$ 5,926	\$ 6,071	\$ 101,465
KRESA CTE	0.9475	0.4738	\$ 1,302	\$ 2,926	\$ 2,999	\$ 3,074	\$ 3,151	\$ 3,229	\$ 3,310	\$ 3,393	\$ 3,479	\$ 3,566	\$ 3,655	\$ 3,746	\$ 3,840	\$ 3,936	\$ 4,034	\$ 67,254
School Site SF	0.4988	0.2494	\$ 658	\$ 1,479	\$ 1,516	\$ 1,554	\$ 1,593	\$ 1,633	\$ 1,673	\$ 1,715	\$ 1,757	\$ 1,800	\$ 1,844	\$ 1,889	\$ 1,935	\$ 1,982	\$ 1,988	\$ 33,999
County Operating	4.6318	2.3159	\$ 6,088	\$ 13,676	\$ 14,018	\$ 14,368	\$ 14,728	\$ 15,096	\$ 15,473	\$ 15,860	\$ 16,257	\$ 16,664	\$ 17,081	\$ 17,508	\$ 17,945	\$ 18,392	\$ 18,849	\$ 314,384
CCTA Transport	0.8978	0.4489	\$ 1,177	\$ 2,645	\$ 2,711	\$ 2,779	\$ 2,848	\$ 2,919	\$ 2,992	\$ 3,067	\$ 3,144	\$ 3,222	\$ 3,302	\$ 3,384	\$ 3,467	\$ 3,552	\$ 3,638	\$ 6,448
KCTA Transport	0.3110	0.1555	\$ 409	\$ 918	\$ 941	\$ 964	\$ 989	\$ 1,013	\$ 1,039	\$ 1,065	\$ 1,091	\$ 1,118	\$ 1,146	\$ 1,174	\$ 1,203	\$ 1,232	\$ 1,261	\$ 21,103
District Library	1.4959	0.7480	\$ 1,974	\$ 4,434	\$ 4,545	\$ 4,659	\$ 4,775	\$ 4,894	\$ 5,017	\$ 5,142	\$ 5,269	\$ 5,400	\$ 5,534	\$ 5,671	\$ 5,811	\$ 5,954	\$ 6,101	\$ 101,929
Library Extra	0.4986	0.2493	\$ 658	\$ 1,478	\$ 1,515	\$ 1,553	\$ 1,591	\$ 1,631	\$ 1,672	\$ 1,714	\$ 1,757	\$ 1,800	\$ 1,844	\$ 1,889	\$ 1,935	\$ 1,982	\$ 1,988	\$ 33,972
County Public Safety	1.4380	0.7190	\$ 1,890	\$ 4,246	\$ 4,352	\$ 4,461	\$ 4,572	\$ 4,687	\$ 4,804	\$ 4,924	\$ 5,045	\$ 5,169	\$ 5,296	\$ 5,426	\$ 5,559	\$ 5,695	\$ 5,834	\$ 97,601
County Housing	0.7453	0.3727	\$ 980	\$ 2,200	\$ 2,255	\$ 2,312	\$ 2,370	\$ 2,429	\$ 2,490	\$ 2,552	\$ 2,616	\$ 2,681	\$ 2,748	\$ 2,816	\$ 2,886	\$ 2,957	\$ 3,031	\$ 50,582
County Senior	0.3462	0.1731	\$ 456	\$ 1,025	\$ 1,050	\$ 1,076	\$ 1,103	\$ 1,131	\$ 1,159	\$ 1,188	\$ 1,217	\$ 1,247	\$ 1,278	\$ 1,310	\$ 1,343	\$ 1,376	\$ 1,410	\$ 23,554
County Veterans	0.1000	0.0500	\$ 131	\$ 295	\$ 302	\$ 310	\$ 318	\$ 326	\$ 334	\$ 342	\$ 350	\$ 359	\$ 368	\$ 377	\$ 386	\$ 395	\$ 404	\$ 6,779
County 911	0.6459	0.3230	\$ 849	\$ 1,907	\$ 1,954	\$ 2,003	\$ 2,053	\$ 2,105	\$ 2,157	\$ 2,211	\$ 2,266	\$ 2,322	\$ 2,379	\$ 2,438	\$ 2,497	\$ 2,557	\$ 2,618	\$ 43,830
<b>Local Total</b>	<b>32.0148</b>	<b>16.0074</b>	<b>\$ 42,403</b>	<b>\$ 95,248</b>	<b>\$ 97,629</b>	<b>\$ 100,070</b>	<b>\$ 102,571</b>	<b>\$ 105,136</b>	<b>\$ 107,764</b>	<b>\$ 110,458</b>	<b>\$ 162,757</b>	<b>\$ 166,879</b>	<b>\$ 207,528</b>	<b>\$ 213,476</b>	<b>\$ 219,572</b>	<b>\$ 225,821</b>	<b>\$ 232,226</b>	<b>\$ 2,189,538</b>
<b>Non-Capturable Millages</b>																		
	Millage Rate																	
County Juvenile Home Debt	0.1613	0.0807	\$ 178	\$ 401	\$ 411	\$ 421	\$ 432	\$ 443	\$ 454	\$ 465	\$ 476	\$ 487	\$ 499	\$ 510	\$ 522	\$ 534	\$ 546	\$ 9,482
Portage School Debt	6.8500	3.4250	\$ 9,057	\$ 20,344	\$ 20,852	\$ 21,374	\$ 21,908	\$ 22,456	\$ 23,017	\$ 23,593	\$ 24,184	\$ 24,789	\$ 25,408	\$ 26,041	\$ 26,688	\$ 27,349	\$ 28,024	\$ 481,137
KRESA Debt	0.3650	0.1825	\$ 483	\$ 1,084	\$ 1,111	\$ 1,139	\$ 1,167	\$ 1,197	\$ 1,226	\$ 1,257	\$ 1,289	\$ 1,322	\$ 1,356	\$ 1,391	\$ 1,426	\$ 1,462	\$ 1,499	\$ 25,637
<b>Total Non-Capturable Taxes</b>	<b>7.3763</b>	<b>3.6882</b>	<b>\$ 9,718</b>	<b>\$ 21,829</b>	<b>\$ 22,375</b>	<b>\$ 22,934</b>	<b>\$ 23,507</b>	<b>\$ 24,095</b>	<b>\$ 24,697</b>	<b>\$ 25,315</b>	<b>\$ 37,300</b>	<b>\$ 52,705</b>	<b>\$ 47,561</b>	<b>\$ 48,924</b>	<b>\$ 50,321</b>	<b>\$ 51,753</b>	<b>\$ 53,221</b>	<b>\$ 516,256</b>
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	<b>\$ 81,498</b>	<b>\$ 183,066</b>	<b>\$ 187,643</b>	<b>\$ 192,334</b>	<b>\$ 197,142</b>	<b>\$ 202,071</b>	<b>\$ 207,123</b>	<b>\$ 212,301</b>	<b>\$ 217,616</b>	<b>\$ 223,069</b>	<b>\$ 293,886</b>	<b>\$ 301,325</b>	<b>\$ 360,044</b>	<b>\$ 370,363</b>	<b>\$ 380,939</b>	<b>\$ 391,780</b>	<b>\$ 402,892</b>	<b>\$ 3,964,408</b>

Footnotes:  
 \*\*Assumes Taxable value of \$31.65/sf

# **Table 3**

## **Reimbursement Schedule**



**Tax Increment Revenue Reimbursement Table**  
 TST Portage, LLC and Milham Corners, LLC  
 5870 5960 S Sprinkle Road  
 City of Portage, Kalamazoo County, Michigan  
 January 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	31.7%	\$ 915,659		\$ 915,659
Local	68.3%	\$ 1,970,584		\$ 1,970,584
<b>TOTAL</b>		<b>\$ 2,886,243</b>		<b>\$ 2,886,243</b>
EGLE	0.3%		\$ 7,600	\$ 7,600
MSF	99.7%	\$ 2,347,575		\$ 2,347,575

Estimated Total Years of Plan: 15

Estimated Capture	\$ 3,309,528
Administrative Fees	\$ 218,954
State Brownfield Redevelopment Fund	\$ 204,332
Local Brownfield Revolving Fund	\$ 996,361

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
Total State Incremental Revenue	\$ 39,095	\$ 87,819	\$ 90,014	\$ 92,264	\$ 94,571	\$ 96,935	\$ 99,359	\$ 101,843	\$ 131,129	\$ 134,446	\$ 152,516					\$ 1,119,991
State Brownfield Redevelopment Fund (50% of SET)	\$ (7,933)	\$ (17,819)	\$ (18,265)	\$ (18,722)	\$ (19,190)	\$ (19,669)	\$ (20,161)	\$ (20,665)	\$ (20,983)	\$ (21,512)	\$ (19,413)					\$ (204,332)
State TIR Available for Reimbursement	\$ 31,162	\$ 69,999	\$ 71,749	\$ 73,543	\$ 75,381	\$ 77,266	\$ 79,198	\$ 81,178	\$ 110,146	\$ 112,934	\$ 133,103	\$ -	\$ -	\$ -	\$ -	\$ 915,659
Total Local Incremental Revenue	\$ 42,403	\$ 95,248	\$ 97,629	\$ 100,070	\$ 102,571	\$ 105,136	\$ 107,764	\$ 110,458	\$ 162,757	\$ 166,879	\$ 207,528	\$ 213,476	\$ 219,572	\$ 225,821	\$ 232,226	\$ 2,189,538
BRA Administrative Fee (10%)	\$ (4,240)	\$ (9,525)	\$ (9,763)	\$ (10,007)	\$ (10,257)	\$ (10,514)	\$ (10,776)	\$ (11,046)	\$ (16,276)	\$ (16,688)	\$ (20,753)	\$ (21,348)	\$ (21,957)	\$ (22,582)	\$ (23,223)	\$ (218,954)
Local TIR Available for Reimbursement	\$ 38,162	\$ 85,723	\$ 87,866	\$ 90,063	\$ 92,314	\$ 94,622	\$ 96,988	\$ 99,412	\$ 146,481	\$ 150,191	\$ 186,776	\$ 192,128	\$ 197,615	\$ 203,239	\$ 209,003	\$ 1,970,584
<b>Total State &amp; Local TIR Available</b>	<b>\$ 69,325</b>	<b>\$ 155,722</b>	<b>\$ 159,615</b>	<b>\$ 163,606</b>	<b>\$ 167,696</b>	<b>\$ 171,888</b>	<b>\$ 176,185</b>	<b>\$ 180,590</b>	<b>\$ 256,627</b>	<b>\$ 263,125</b>	<b>\$ 319,879</b>	<b>\$ 192,128</b>	<b>\$ 197,615</b>	<b>\$ 203,239</b>	<b>\$ 209,003</b>	
<b>DEVELOPER</b>	Beginning Balance															
DEVELOPER Reimbursement Balance	\$ 2,355,175	\$ 2,285,850	\$ 2,130,128	\$ 1,970,512	\$ 1,806,907	\$ 1,639,211	\$ 1,467,323	\$ 1,291,138	\$ 1,110,548	\$ 853,921	\$ 590,796	\$ 590,796	\$ 590,796	\$ 590,796	\$ 590,796	\$ 590,796
<b>MSF Non-Environmental Costs</b>	\$ 2,347,575															\$ 2,347,575
State Tax Reimbursement	\$ 31,062	\$ 69,773	\$ 71,518	\$ 73,306	\$ 75,138	\$ 77,017	\$ 78,942	\$ 80,916	\$ 109,791	\$ 112,569						\$ 780,031
Local Tax Reimbursement	\$ 38,039	\$ 85,446	\$ 87,583	\$ 89,772	\$ 92,016	\$ 94,317	\$ 96,675	\$ 99,092	\$ 146,009	\$ 149,706						\$ 978,655
<b>Total MSF Reimbursement Balance</b>	<b>\$ 2,278,473</b>	<b>\$ 2,123,254</b>	<b>\$ 1,964,154</b>	<b>\$ 1,801,076</b>	<b>\$ 1,633,922</b>	<b>\$ 1,462,588</b>	<b>\$ 1,286,971</b>	<b>\$ 1,106,964</b>	<b>\$ 851,165</b>	<b>\$ 588,889</b>	<b>\$ 1,758,686</b>					
<b>EGLE Environmental Costs</b>	\$ 7,600	\$ -														\$ 7,600
State Tax Reimbursement	\$ 101	\$ 226	\$ 232	\$ 237	\$ 243	\$ 249	\$ 256	\$ 262	\$ 355	\$ 364						\$ 2,525
Local Tax Reimbursement	\$ 123	\$ 277	\$ 284	\$ 291	\$ 298	\$ 305	\$ 313	\$ 321	\$ 473	\$ 485						\$ 3,168
<b>Total EGLE Reimbursement Balance</b>	<b>\$ 7,376</b>	<b>\$ 6,874</b>	<b>\$ 6,359</b>	<b>\$ 5,831</b>	<b>\$ 5,290</b>	<b>\$ 4,735</b>	<b>\$ 4,166</b>	<b>\$ 3,584</b>	<b>\$ 2,756</b>	<b>\$ 1,906</b>	<b>\$ 5,694</b>					
<b>Total Annual Developer Reimbursement</b>	<b>\$ 69,325</b>	<b>\$ 155,722</b>	<b>\$ 159,615</b>	<b>\$ 163,606</b>	<b>\$ 167,696</b>	<b>\$ 171,888</b>	<b>\$ 176,185</b>	<b>\$ 180,590</b>	<b>\$ 256,627</b>	<b>\$ 263,125</b>	<b>\$ -</b>	<b>\$ 1,764,379</b>				
<b>LOCAL BROWNFIELD REVOLVING FUND</b>																
<b>LBRF Deposits *</b>																
State Tax Capture	\$ -										\$ 7,600					\$ 7,600
Local Tax Capture	\$ -	\$ -									\$ 186,776	\$ 192,128	\$ 197,615	\$ 203,239	\$ 209,003	\$ 988,761
<b>Total LBRF Capture</b>	<b>\$ -</b>	<b>\$ -</b>									<b>\$ 194,376</b>	<b>\$ 192,128</b>	<b>\$ 197,615</b>	<b>\$ 203,239</b>	<b>\$ 209,003</b>	<b>\$ 996,361</b>

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

Footnotes:

# **Attachment A**

## **Brownfield Plan Resolutions**

# **Attachment B**

## **Reimbursement Agreement**

# **Attachment C**

## **Verification of Facility Status**



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
KALAMAZOO DISTRICT OFFICE



LIESL EICHLER CLARK  
DIRECTOR

**May 24, 2022**

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL ASSESSMENT**

**BEA ID: 39000974-BEA-1**

**Legal Entity: JST Family LLC  
8360 Greenfield Shores  
Scotts, Michigan 49088**

**Property Address: 5960 South Sprinkle Road  
Portage, Michigan 49002**

On January 27, 2022, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) received a Baseline Environmental Assessment (BEA) dated January 18, 2022, for the above legal entity and property. This letter is your acknowledgement that EGLE has received and recorded the BEA. EGLE maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property, or properties, identified on the BEA Submittal Form and in the BEA that have been demonstrated to be a facility. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

EGLE is not making any findings about whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

EGLE does not review BEAs to determine the adequacy of the submittal. The 2020 Volatilization to Indoor Air Pathway (VIAP) Screening Levels (SLs) may be proposed as site-specific criteria when used to determine that a property is or contains a facility or site. EGLE's approval of these numeric site-specific criteria is required. Since the BEA has not been reviewed, if the BEA relied upon the 2020 VIAP SLs then their use within the BEA is approved only for the purpose of confirming the status of the property as a facility under Part 201 or a site under Part 213.

JST Family LLC

Page 2

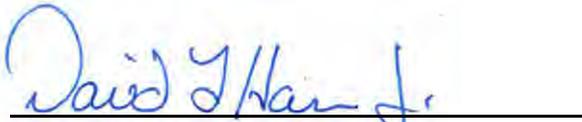
May 24, 2022

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended. Please review the enclosed brochure on "due care." An owner or operator of contaminated property has an obligation to assure the property is safe for the intended use and is protective of the public health and safety.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on EGLE's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

Authorized signature:

A handwritten signature in blue ink that reads "David J. Harn Jr." is written over a horizontal line.

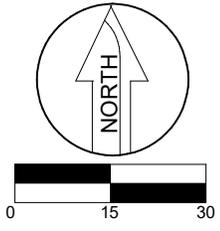
David Harn Jr., District Supervisor  
Kalamazoo District Office  
Remediation and Redevelopment Division  
7953 Adobe Road  
Kalamazoo, MI 49009  
517-897-0881  
[HarnD@michigan.gov](mailto:HarnD@michigan.gov)

Enclosures

cc: Thomas N. Stolz, Stolz Environmental Solutions, LLC

# **Attachment D**

## **Soil Sampling Map**



SOIL ANALYTES DETECTED IN EXCESS OF MDEGLE GRCCS (UG/KG)

Analyte	Location (Feet bg) / Concentration					MDEGLE DWPC	MDEGLE DCC	MDEGLE GSIPC	MDEGLE SVIAC
	SS-1 (0-1)	SS-2 (0-1)	SS-3 (0-1)	SS-4 (0-1)	SS-5 (0-1)				
Arsenic	6,400	2,180	560	2,870	4,190	4,600 (SDBL = 5,800)	7,600 (Non-Residential = 37,000)	4,600	NLV
Silver	4,480	120	90	20	40	4,500	2,500,000	100 M, 27 (SDBL= 1,000)	NLV
Benzo(a)pyrene	7,800	ND	120	ND	ND	NLL	2,000	NLL	NLV
Fluoranthene	17,800	ND	220	ND	ND	730,000	46,000,000	5,500	46,000,000
Phenanthrene	6,100	ND	ND	ND	ND	56,000	1,600,000	2,100	28,000,000

NOTE: FOR ILLUSTRATIVE PURPOSES ONLY. BASE MAP TAKEN FROM 2020 AERIAL PHOTOGRAPH AND TAX RECORDS, AND FIELD NOTES. FEATURES ARE APPROXIMATE.

**LEGEND**

 = SES SAMPLE (2021)

**SAMPLE LOCATION DIAGRAM**

<b>DRAWN</b>	TNS	NORTH AMERICAN COLOR 5960 SOUTH SPRINKLE ROAD PORTAGE, MI
<b>DATE</b>	12/30/2021	
<b>SCALE</b>	1" = 30' +/-	
<b>PROJECT</b>	21-1105	<b>FIGURE 3</b>

# **Attachment E**

## **Site Plan**

**SITE DATA**

- PROPERTY INFORMATION:**  
 PARCEL #S: 00001-087-A  
 SITE AREA: 465,221 SF (10.68 AC)  
 OWNER: DEPATIE FLUID POWER  
 6256 AMERICAN AVE  
 PORTAGE, MI 49002
- ZONING:**  
 PROPERTY CURRENTLY ZONED: I-1 LIGHT INDUSTRIAL  
 ADJUTING PROPERTY CURRENTLY ZONED:  
 NORTH: I-1 LIGHT INDUSTRIAL  
 SOUTH: I-1 LIGHT INDUSTRIAL  
 EAST: I-1 LIGHT INDUSTRIAL  
 WEST: I-1 LIGHT INDUSTRIAL  
 PROPOSED LAND USE = INDUSTRIAL
- SETBACKS:**  
 FRONT = 75'  
 SIDES = 12' OR 1/2 BUILDING HEIGHT  
 REAR = 12' OR 1/2 BUILDING HEIGHT
- PARKING:**  
 REQUIRED = 5 + 1.5 PARKING SPACE PER EMPLOYEE  
 65 EMPLOYEES = 103  
 PROVIDED = STANDARD 9'x20' SPACES = 103  
 BARRIER FREE SPACES = 4  
 TOTAL PROVIDED = 107
- BUILDING:**  
 SINGLE-STORY (25)  
 MAXIMUM HEIGHT: N/A  
 TOTAL AREA OF 50,000 SFT. (SEE FLOOR PLAN AND ELEVATIONS FOR MORE DETAIL.)  
 PROPOSED BUILDING COVERAGE: 27%  
 MAXIMUM BUILDING COVERAGE: N/A
- LOT:**  
 MINIMUM LOT SIZE: NONE  
 MINIMUM LOT WIDTH: NONE  
 LOT SIZE: 186,063 SFT / 4.27 ACRES  
 LOT DIMENSIONS: IRREGULAR
- LANDSCAPING:**  
 SHALL BE IN ACCORDANCE WITH LANDSCAPING PLAN.
- STORM WATER RETENTION REQUIRED:**  
 STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH CITY OF PORTAGE STORM WATER DESIGN CRITERIA MANUAL AND EGLE GUIDELINES.

**LEGEND**

- HEAVY DUTY PAVEMENT (SEE DETAIL ON C5.0)
- LIGHT DUTY PAVEMENT (SEE DETAIL ON C5.0)
- PORTAGE ROW PAVEMENT (SEE DETAIL SD-165 ON C5.0)
- RCKC PAVEMENT (SEE DETAIL ON C5.0)
- CONCRETE SIDEWALK (SEE DETAIL ON C5.0)
- CONCRETE PAVEMENT (SEE DETAIL ON C5.0)

**BENCHMARK INFORMATION**

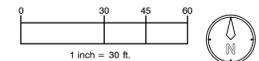
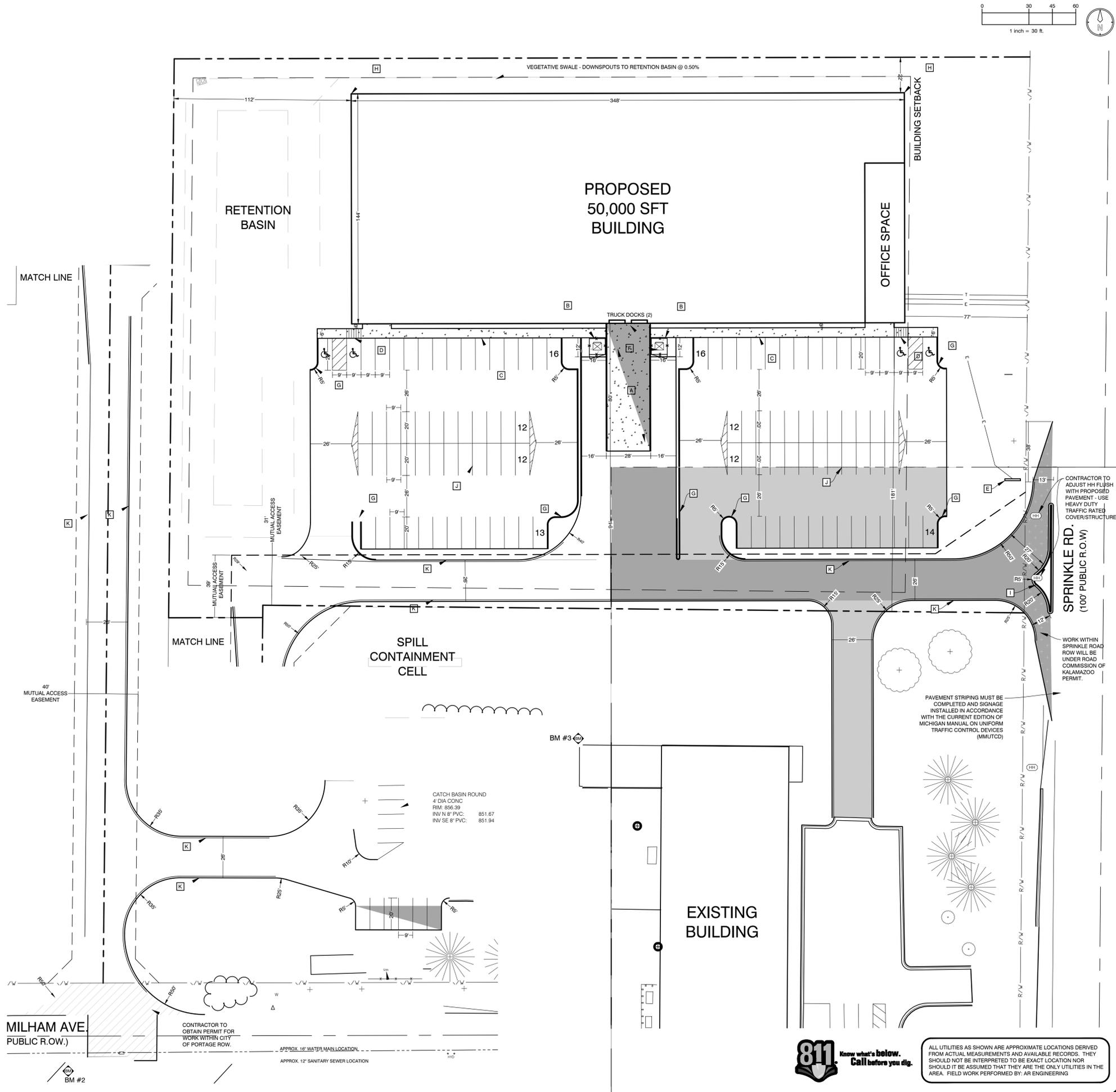
- BM #2  
ELEV = 860.31 (NAVD 88)  
FOUND COTTON GIN SPINDLE IN NW FACE OF UTILITY POLE.
- BM #3  
ELEV = 857.57 (NAVD 88)  
SET X ON MOST WESTERLY END OF NORTHERLY RETAINING WALL ON TOP CENTER END OF R.W. FROM NW CORNER OF BUILDING.

**SITE PLAN NOTES**

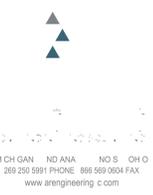
- A 28'x80' CONCRETE PAD/LOADING AREA.
- B 16'x12' (MIN.) CONCRETE DUMPSTER PAD (PROVIDE 10' X10' DUMPSTER ENCLOSURE. AREA FOR (1) STD DUMPSTER (SEE DETAIL SHEET).
- C INTEGRAL CURB/WALK (SEE DETAIL SHEET).
- D AT-GRADE RAMP (SEE GRADING PLAN).
- E PROPOSED LIGHTED GROUND SIGN W/ UNDERGROUND ELECTRICAL.
- F BOLLARDS - (8) TOTAL
- G 6' BARRIER CURB (SEE DETAIL SHEET)
- H DOWNSPOUT - NORTH BUILDING WALL 25' O.C. (TYP)
- I MDOT 'F2' CONCRETE CURB AND GUTTER, (SEE DETAIL SHEET).
- J 4" YELLOW PAVEMENT STRIPES
- K ASPHALT VALLEY GUTTER (SEE DETAIL SHEET).

**GENERAL NOTES**

- DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- ALL PAVEMENT STRIPING MUST BE COMPLETED AND SIGNAGE MUST BE INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD)



PLANS PREPARED BY:



DRAWN: SAO  
CHECKED: SAO

SPENCER O'DELL, P.E.  
No. 020120023

DATE	BY
10/26/22	SAO
12/14/22	SAO
1/4/23	SAO

No.	ISSUED FOR:
0	SITE PLAN REVIEW
1	CITY REVISIONS
2	UTILITY REVISIONS
3	
4	

**SITE LAYOUT**  
 DEPATIE FLUID POWER FACILITY  
 DEPATIE FLUID POWER  
 5960 S SPRINKLE ROAD  
 SECTION 01, T03S, R11W

SHEET TITLE:  
PROJECT:  
CLIENT:  
SITE ADDRESS:  
SITE SECTION:

JOB NUMBER  
**22122001**

DATE  
**01/04/2023**

SHEET NUMBER  
**C2.0**



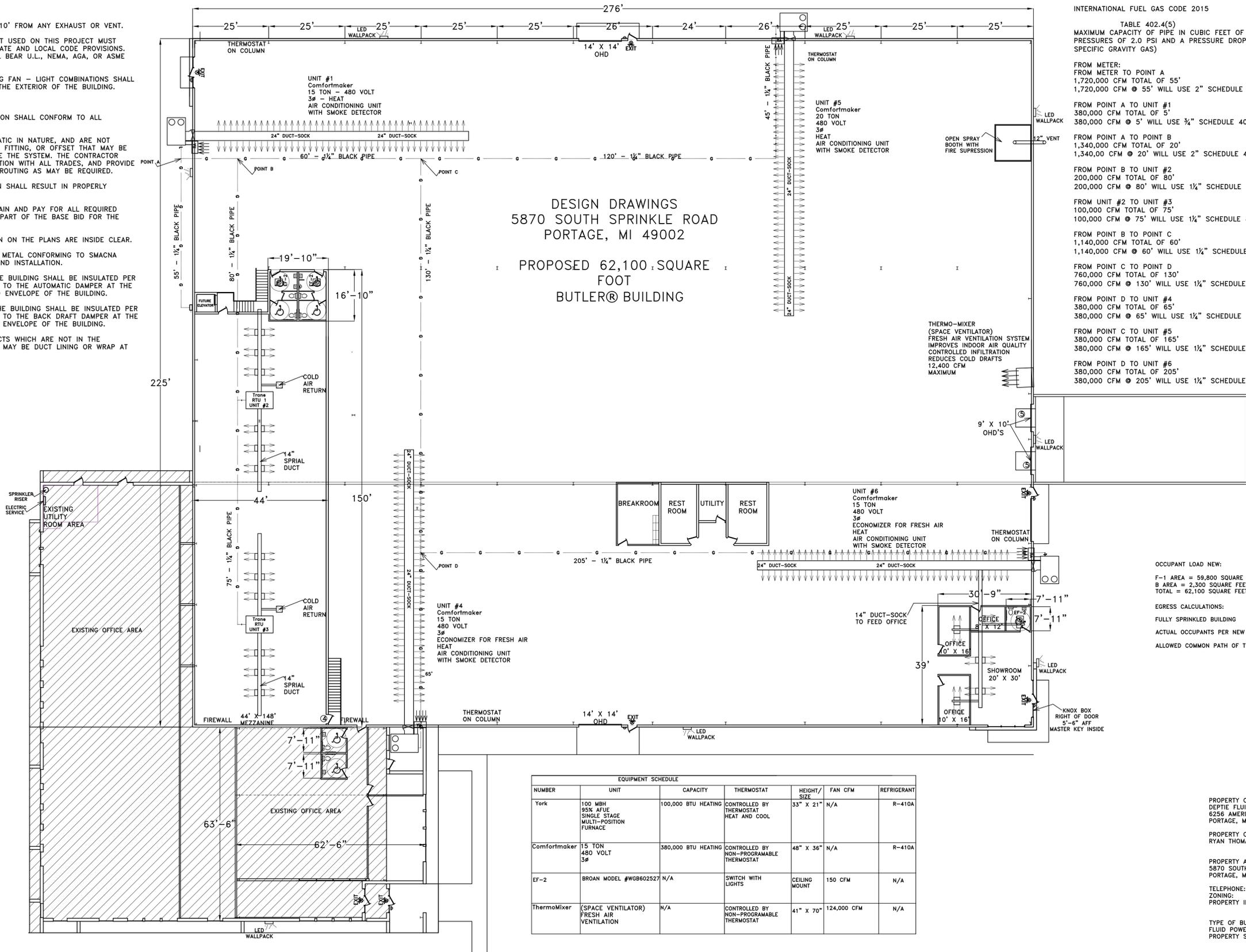
ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA. FIELD WORK PERFORMED BY: AR ENGINEERING

CONTRACTORS NOTES:

- FRESH AIR INTAKE MUST BE 10' FROM ANY EXHAUST OR VENT.
- ALL MATERIAL AND EQUIPMENT USED ON THIS PROJECT MUST COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODE PROVISIONS. EQUIPMENT AND MATERIALS SHALL BEAR U.L., NEMA, AGA, OR ASME LABELS.
- ALL EXHAUST FANS INCLUDING FAN - LIGHT COMBINATIONS SHALL INCLUDE DUCTING PER CODE TO THE EXTERIOR OF THE BUILDING.

GENERAL PROJECT NOTES

- ALL SYSTEM AND INSTALLATION SHALL CONFORM TO ALL APPLICABLE CODE REQUIREMENTS.
- ALL DRAWINGS ARE DIAGRAMMATIC IN NATURE, AND ARE NOT INTENDED TO SHOW EVERY JOINT, FITTING, OR OFFSET THAT MAY BE REQUIRED TO PROPERLY COMPLETE THE SYSTEM. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION WITH ALL TRADES, AND PROVIDE ALL FITTINGS, OFFSETS, AND RE-ROUTING AS MAY BE REQUIRED.
- THE COMPLETED INSTALLATION SHALL RESULT IN PROPERLY OPERATING SYSTEMS.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND INSPECTIONS AS A PART OF THE BASE BID FOR THE PROJECT.
- ALL DUCT DIMENSIONS SHOWN ON THE PLANS ARE INSIDE CLEAR.
- ALL DUCT ARE TO BE SHEET METAL CONFORMING TO SMACNA STANDARDS FOR CONSTRUCTION AND INSTALLATION.
- OUTSIDE AIR DUCTS INSIDE THE BUILDING SHALL BE INSULATED PER CODE. INSULATION SHALL EXTEND TO THE AUTOMATIC DAMPER AT THE UNIT TO MAINTAIN THE INSULATED ENVELOPE OF THE BUILDING.
- EXHAUST AIR DUCTS INSIDE THE BUILDING SHALL BE INSULATED PER CODE. INSULATION SHALL EXTEND TO THE BACK DRAFT DAMPER AT THE FAN TO MAINTAIN THE INSULATED ENVELOPE OF THE BUILDING.
- INSULATE ALL SUPPLY AIR DUCTS WHICH ARE NOT IN THE CONDITIONED SPACE. INSULATION MAY BE DUCT LINING OR WRAP AT THE CONTRACTOR'S DISCRETION.



DESIGN DRAWINGS  
5870 SOUTH SPRINKLE ROAD  
PORTAGE, MI 49002

PROPOSED 62,100 SQUARE  
FOOT  
BUTLER® BUILDING

INTERNATIONAL FUEL GAS CODE 2015

- TABLE 402.4(5)  
MAXIMUM CAPACITY OF PIPE IN CUBIC FEET OF GAS PER HOUR FOR GAS PRESSURES OF 2.0 PSI AND A PRESSURE DROP OF 1.0 PSI (BASED ON A .60 SPECIFIC GRAVITY GAS)
- FROM METER:  
FROM METER TO POINT A  
1,720,000 CFM TOTAL OF 55"  
1,720,000 CFM @ 55" WILL USE 2" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT A TO UNIT #1  
380,000 CFM TOTAL OF 5"  
380,000 CFM @ 5" WILL USE 3/4" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT A TO POINT B  
1,340,000 CFM TOTAL OF 20"  
1,340,000 CFM @ 20" WILL USE 2" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT B TO UNIT #2  
200,000 CFM TOTAL OF 80"  
200,000 CFM @ 80" WILL USE 1 1/4" SCHEDULE 40 METALLIC GAS PIPE
- FROM UNIT #2 TO UNIT #3  
100,000 CFM TOTAL OF 75"  
100,000 CFM @ 75" WILL USE 1 1/4" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT B TO POINT C  
1,140,000 CFM TOTAL OF 60"  
1,140,000 CFM @ 60" WILL USE 1 1/2" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT C TO POINT D  
760,000 CFM TOTAL OF 130"  
760,000 CFM @ 130" WILL USE 1 1/2" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT D TO UNIT #4  
380,000 CFM @ 65" WILL USE 1 1/4" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT C TO UNIT #5  
380,000 CFM TOTAL OF 165"  
380,000 CFM @ 165" WILL USE 1 1/2" SCHEDULE 40 METALLIC GAS PIPE
- FROM POINT D TO UNIT #6  
380,000 CFM TOTAL OF 205"  
380,000 CFM @ 205" WILL USE 1 1/2" SCHEDULE 40 METALLIC GAS PIPE

OCCUPANT LOAD NEW:  
F-1 AREA = 59,800 SQUARE FEET/300 GROSS = 199 PERSONS  
B AREA = 2,300 SQUARE FEET/150 GROSS = 17 PERSONS  
TOTAL = 62,100 SQUARE FEET

EGRESS CALCULATIONS:  
FULLY SPRINKLED BUILDING  
ACTUAL OCCUPANTS PER NEW ADDITION: 115 PERSONS  
ALLOWED COMMON PATH OF TRAVEL DISTANCE = 250'

NUMBER	UNIT	CAPACITY	THERMOSTAT	HEIGHT/ SIZE	FAN CFM	REFRIGERANT
York	100 MBH 95% AFUE SINGLE STAGE MULTI-POSITION FURNACE	100,000 BTU HEATING	CONTROLLED BY THERMOSTAT HEAT AND COOL	33" X 21"	N/A	R-410A
Comfortmaker	15 TON 480 VOLT 3P	380,000 BTU HEATING	CONTROLLED BY NON-PROGRAMMABLE THERMOSTAT	48" X 36"	N/A	R-410A
EF-2	BROAN MODEL #WGB6025Z7	N/A	SWITCH WITH LIGHTS	CEILING MOUNT	150 CFM	N/A
ThermoMixer	(SPACE VENTILATOR) FRESH AIR VENTILATION	N/A	CONTROLLED BY NON-PROGRAMMABLE THERMOSTAT	41" X 70"	124,000 CFM	N/A

MECHANICAL SYMBOLS	
	EXHAUST FANS VENTED TO EXTERIOR
	GAS LINE
	GAS VALVE WITH TRAP

TYPICAL OF 20 TON UNITS - MOUNT HVAC UNITS ON CONCRETE SUPPORT PAD 10'-8" X 11'-0" CONFIRM SIZE IN FIELD TIGHT TO BUILDING AND LEVEL

TABLE 403.3.1.1 REQUIRED OUTDOOR VENTILATION AIR			
OCCUPANCY CLASSIFICATION	ROOM SIZE	AREA OUTDOOR AIRFLOW	VENTILATION REQUIRED
OFFICES (COMBINED)	1,206 SQ. FT.	0.06 CFM	73 CFM
RESTROOMS (COMBINED)	374 SQ. FT.	50 CFM/FIXTURE	300 CFM
MANUFACTURING	62,100 SQ. FT.	0.06 CFM	3,726 CFM
* OFFICE PER OCCUPANT	40 PERSONS	.06 FT <sup>2</sup> OFFICE AREA	200 CFM
TOTAL CFM			4,099 TOTAL CFM

GAS LOADS:  
UNIT #1 380 MBTU  
UNIT #2 100 MBTU  
UNIT #3 100 MBTU  
UNIT #4 380 MBTU  
UNIT #5 380 MBTU  
UNIT #6 380 MBTU  
TOTAL: 1,720 MBTU

PROPERTY OWNER:  
DEPTIE FLUID POWER COMPANY  
6256 AMERICAN AVENUE  
PORTAGE, MI 49002

PROPERTY CONTACT:  
RYAN THOMAS

PROPERTY ADDRESS: 12/19/25  
5870 SOUTH SPRINKLE ROAD  
PORTAGE, MI 49002

TELEPHONE: 269.324.2850  
ZONING: I-1 LIGHT INDUSTRIAL  
PROPERTY ID: 00001-087-A

TYPE OF BUSINESS:  
FLUID POWER AUTOMATION  
PROPERTY SIZE: 4.27 ACRES ±

2015 MICHIGAN BUILDING CODE  
MMC 2021 (MICHIGAN MECHANICAL CODE 2021)  
PART 9A MECHANICAL CODE  
EFFECTIVE MARCH 12, 2024

USE GROUP  
CONSTRUCTION TYPE F-1  
WIND LOAD II-B 115 MPH  
GROUND SNOW LOAD 30#  
PROPOSED BUILDING COVERAGE 27%  
FULLY SPRINKLED BUILDING

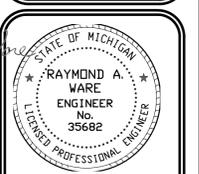
PROPOSED DEVELOPMENT:  
62,100 SQ FT MANUFACTURING FACILITY

DATE: 10/20/25  
SHEET NUMBER: 7  
SCALE: 1/16" = 1'  
REVISIONS: BY:

MECHANICAL PLAN  
SCALE: 1/16" = 1'

PROPOSED BUTLER BUILDING FOR:  
DEPATIE FLUID POWER  
PORTAGE MICHIGAN

CONTRACTOR: PREPARED BY:  
JAMES WARE CONSTRUCTION, INC.  
903 NORTH CLAY STREET - SUITE A  
STURGIS, MICHIGAN 49081  
PHONE: 269.651.4747



ENGINEER:  
RAYMOND A. WARE P.E.  
903 NORTH CLAY STREET - SUITE A  
STURGIS, MI 49081  
MICHIGAN LICENSE NUMBER 35682  
EXPIRES: MARCH 02, 2027

## PROJECT DEPATIE

### DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT**, is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2026, 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 MILHAM CORNERS, LLC, a Michigan limited liability companies (“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 the property in the City located at **5870 and 5960 South Sprinkle, Portage, Michigan, 49002** (the “Property”) and legally described and depicted on the attached Exhibit A as “Parcels A and B”.
- F. The Property has been included in Amendment 12 of the City of Portage Brownfield Plan which has been approved by the City of Portage Brownfield Redevelopment Authority and the Portage City Council, and qualified as an “Eligible Property” under the terms of Act 381. Due to changes in ownership and an overall increase in the scope of the project, the Developer has submitted an updated Brownfield Plan and Act 381 Work Plan.
- G. A Development Agreement and Brownfield Reimbursement Agreement has been executed and is in effect for the project. The Developer and the City of Portage Brownfield Redevelopment Authority intend for this legal instrument to nullify, cancel, and replace the previous Development Agreement and Brownfield Reimbursement Agreement for Project Depatie.
- H. Developer intends to redevelop and improve the Property in two phases. Phase 1 involves the construction of a 63,000-square-foot manufacturing facility on 5870 S. Sprinkle Rd., including a second level at both ends of the building for office use, currently under construction and programmed for lease to support the growth of Depatie Fluid Power Company, Micro-LAM Inc. and Kal-Blue Group. Phase 2 involves partial demolition of a 33,804 square-foot structure at 5960 S. Sprinkle Rd. and construction resulting in a 62,100 square-foot facility in its footprint with a 24’ ceiling, for manufacturing purposes, preserving 14,363 square feet of attached office space, and to be occupied by Depatie Fluid Power Company. Both phases are expected to create 51 full-time permanent jobs with an average salary of more than \$63,000. (Phase 1 and Phase 2 comprise the “Project”). The total capital investment is estimated at \$14 million.
- I. The Project will require the Developer to incur “Eligible Costs” including demolition, site preparation, infrastructure improvements, environmental activities, and contingency costs to satisfy Due Care obligations under the Developer’s Brownfield Plan and “381 Work Plan” dated February 27, 2024 and amended January 9, 2026, all of which may require the services of various contractors, engineers,

environmental consultants, attorneys, and other professionals. 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.

**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. In accordance with the intent of Recital G, this Agreement nullifies, cancels, and replaces the previous Development Agreement and Brownfield Reimbursement Agreement for Project Depatie.

**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.

**3.2** Approval by Michigan Economic Development Corporation ("MEDC") 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 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. 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** 15 years from the beginning date of the capture of Tax Increment Revenues, with the final five years designated for the Local Fund only.

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

**5. Evidence of Property Control.** Prior to the execution of this Agreement, the Developer has provided to the Authority a copy of its deed of ownership for the Parcel(s), thus documenting 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, 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 will 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 both phases of the Project, final certificates of occupancy for each phase to document project completion (the "Completion Date"). After the Developer has completed the Project and, in no event, more than 12 months following the Completion Date, the Developer will submit to the BRA the above documentation of the Eligible Costs incurred by the Developer for the 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. 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's Eligible Costs shall not exceed \$2,355,175. 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 set forth herein, 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 have been timely and completely paid, including all penalties, interest, and other amounts due in relation thereto when due. For purposes of this Agreement, to be paid in a timely manner, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

**8.4 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:

Milham Corners, LLC  
c/o David Scott, Partner  
9812, W. Gull Lake Dr.  
Richland, MI 49083

**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 Phase 2 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 twenty-four (24) 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 Employment Opportunities.** The developer shall make every reasonable effort to work with the City and community employment agencies to hire City residents for new employment opportunities created by the Project and to encourage the local contracting of construction and site-related work.

**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, jobs created, 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 Agency Contacts.** Provide the Developer with the appropriate service/employment agency contact to identify City residents to interview for potential improvement.

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

**11.3 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, demolition, 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.

**11.4** 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 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.

(b) Receive reimbursement from the Developer for all costs which the Authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and

(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: MILHAM CORNERS, LLC  
c/o David Scott, Partner  
9812, W. Gull Lake Dr.  
Richland, MI 49083

With copy to: (May not be needed)

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, but it may not be assigned by any party without the prior written consent of the other party. The Authority shall not unreasonably withhold its consent to such assignment so long as the assignee assumes all of the Developer's obligations and liabilities under this Agreement. The Developer may make a collateral assignment of this Agreement to any institutional lender in connection with any financing for the Project, provided that the form of such assignment shall be subject to review by the Authority's legal counsel to verify that it does not violate any applicable constraints imposed by the constitutional prohibition on the lending of credit. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity, which is not party to this Agreement. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

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

- 24. Authorization.** Each of the parties represents and warrants to the other that the board of directors or other governing body of that party authorizes this Agreement and its execution by the individual on its behalf.
- 25. Entire Agreement.** This Agreement supersedes all previous agreements between the parties relating to the subject matter. There are no other understandings or agreements between them.
- 26. Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 27. Additional Actions.** Developer and the Authority agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.
- 28. Definitions.** The following capitalized terms are used in this Agreement with the following meanings:

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

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

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

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

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

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

[Signature Page Follows]

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

CITY OF PORTAGE BROWNFIELD  
REDEVELOPMENT AUTHORITY

By \_\_\_\_\_

Print Name: Keith Lewandowski

Title: BRA Chairperson

Date \_\_\_\_\_

DEVELOPER  
MILHAM CORNERS, LLC

By: \_\_\_\_\_

NAME

Its: Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

NAME

Its: Manager

Date: \_\_\_\_\_

EXHIBITS:

A (Legal Description of Property)

B (Copy of the Plan)

Exhibit A – Legal Description

5870 South Sprinkle Road Parcel ID: 10-00001-087-C  
Portage, MI 49002

4.68 Acres

Legal Description:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, NORTH 00 DEGREES 34 MINUTES 06 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 491.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST 528.72 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 03 SECONDS WEST 7.76 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS WEST 59.15 FEET (PREVIOUSLY DESCRIBED AS SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 59.17 FEET); THENCE NORTH 00 DEGREES 34 MINUTES 28 SECONDS EAST 349.93 FEET (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST 350.10 FEET); THENCE NORTH 89 DEGREES 52 MINUTES 50 SECONDS EAST 587.87 FEET (PREVIOUSLY DESCRIBED AS NORTH 89 DEGREES 52 MINUTES 54 SECONDS EAST 588.00 FEET) TO SAID 1/4 LINE; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 348.68 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD. Split/Combined on 12/13/2022 from 00001-087-A; Split on 11/28/2023 into 07694-000-O, 07694-001-O, 07694-002-O, 07694-003-O;

5960 South Sprinkle Road Parcel ID: 10-00001-087-B  
Portage, MI 49002

6.00 Acres

Legal Description:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 529.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 497.87 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 528.72 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 491.44 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD. Split/Combined on 12/13/2022 from 00001-087-A;

DRAFT

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Brownfield Redevelopment Plan Amendment No. 17, Copperleaf Phase 6, at 3800 W. Milham Rd.

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

**ACTION RECOMMENDED:** Receive the "Copperleaf Phase 6" Brownfield Plan for 3800 West Milham Avenue, Portage, MI, and set a public hearing for April 21, 2026, at 6:00 p.m. or as soon thereafter as may be heard for consideration of approval of the Brownfield Plan, being Brownfield Redevelopment Plan Amendment No. 17.

## **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, discouraging sprawl development.

Swan WFH Copperleaf Phase 6, LLC, (d.b.a. Allen Edwin Homes) has applied for a brownfield plan amendment at 3800 West Milham Avenue. The project is Phase 6 of the Copperleaf housing development and consists of 38 new single-family homes on a 21.16-acre parcel.

The development will include 14 homes (37% of the development) available for rent at income-restricted rents at 90% of Kalamazoo County Area Median Income (\$2,009 project rents net of utilities) for a duration of 10 years. The income-restricted rentals are expected to all be 4-bedroom single-family homes. The development is expected to include walking paths and trails with connectivity to Harbors West Park to the north of the development. The homes are expected to be built over a two-year period (20 homes in the first year and 18 homes in the second year) with the income-restricted rentals constructed first. The homes will be constructed along a new road that will be built to connect to Byram Circle to the south and Landrum Trail to the north - both existing roads.

As discussed below, the Copperleaf Phase 6 Brownfield Redevelopment Plan Application is eligible for

tax incremental financing under the Act.

## II. PROPOSED BROWNFIELD REDEVELOPMENT PLAN

Attached is a copy of the Copperleaf Phase 6 Act 381 Brownfield Plan. The project involves site preparation, public and housing infrastructure improvements, interest, a contingency allowance, a 10-year rent financing gap subsidy, and both plan preparation and implementation cost reimbursements. The total capital investment in the overall project is approximately \$12 million, with construction planned to begin in the summer of 2026 and to be completed by the end of 2028. The site is considered a “Housing Property”, being “a property on which one or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling...” and is eligible for inclusion under the Act. Eligible activities associated with the project and proposed to be funded through state and local tax reimbursement include the following:

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

- None

### Michigan Strategic Fund and Local Tax Capture Eligible Activities

- Site Preparation: site tree clearing, grading, soil erosion and silt fence, stripping and digging foundations, backfill and land balancing, and fill dirt (\$404,533).
- Infrastructure Improvements: pipework, roadwork, sidewalks, sewer and water connections and fees, home meter fees, gas and electric services, driveway fill, approaches, and driveway construction, landscaping, sidewalks, gas infrastructure, electric infrastructure and site lighting, street trees, design, engineering and inspections (\$1,257,734).
- Contingency of 2% (\$33,245).
- Interest on unpaid capital costs at 3.5% (\$857,873).
- Affordable Housing Finance Gap on 14 units at \$23,022/year per unit or \$322,308/year (\$3,223,080).
- Brownfield Plan/Act 381 Work Plan Preparation, Brownfield Plan Application Fee, and Administrative Expenses related to implementing the plan (\$70,000).

Because the City of Portage is a “qualified local unit of government”, certain non-environmental costs can be reimbursed through a brownfield plan. The “Copperleaf Phase 6” Brownfield Plan includes non-environmental eligible costs for demolition, site preparation, and infrastructure improvement, among others.

The Brownfield Plan intends to seek reimbursement for eligible activities through capture of both local and school tax dollars:

1. Specifically, Allen Edwin seeks to capture \$1,524,816 over 20 years from school tax increment revenues for costs associated with the MSHDA Eligible Activities above. Therefore, Allen Edwin has prepared an Act 381 Work Plan for approval by the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) and MSHDA.
2. In addition, the Act 381 Brownfield Plan proposes to capture \$671,665 for Authority administrative costs, \$476,437 for the State Brownfield Redevelopment Fund, and \$1,663,952 for the Local Brownfield Revolving Fund.
3. As shown in Table 1 (Eligible Activity Costs) in the Act 381 Brownfield Plan, the estimated capture available to reimburse eligible activities, including a 2% contingency, is \$5,846,465.

4. The base year taxable value for purposes of capture of Tax Increment Revenue (TIR) is expected to be 2027, with 20 years available to reimburse eligible costs and an additional five years for the Local Brownfield Revolving Fund.

The applicant has fulfilled three investment criteria, consisting of 1) Housing Development Activities, 2) Diversity of Housing Type (rental units being less than 20% of an existing housing type in the census block group), and 3) Site Amenities (a multi-use seating area and walking/biking paths). Consistent with the [City of Portage Brownfield Redevelopment Incentive Policy](#), capture of tax increment revenue for reimbursement of eligible expenses is limited to 20 years (excluding the projected capture of tax increment revenue for the Local Brownfield Revolving Fund, which is projected to occur until year 25 of the Act 381 Brownfield Plan). Because the project meets three investment criteria, the applicant is eligible to request consideration for 3.5% annual simple interest payment on unreimbursed capital costs and has requested this consideration. Total abatement available for capture over the 25-year period is forecast at +/- \$8,717,902 in savings. As a result, repayment of eligible expenses over the initial 20 years through the Brownfield TIF is projected to amount to \$5,846,465, as shown in the Reimbursement Schedule on Table 3 in the updated Act 381 Brownfield Plan.

### III. CONCLUSION

The "Copperleaf Phase 6" 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 Goals of City of Portage Plans** (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.
- The project pro forma, financial structure and financing commitments justify the project's need and financial viability.
- 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.
- 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 amended Brownfield Plan qualifies for a Brownfield of up to 20 years for purposes of reimbursement of Eligible Expenses along with an additional five-year capture period contributing to the Local Brownfield Revolving Fund. This time frame has not changed from the original approved Plan. Had the amended costs and anticipated capture numbers been previously available, they would have been incorporated into the original application. The Portage Brownfield Redevelopment Authority unanimously recommended this application be forwarded to the City Council through a formal vote on March 12, 2026. It is therefore recommended that the City Council receive the "Copperleaf Phase 6" Brownfield Plan for 3800 West Milham Avenue, Portage, MI, and set a public hearing for April 21, 2026, at 6:00 p.m. or as soon thereafter as may be heard for consideration of approval of the Amended Brownfield Plan, being Brownfield Redevelopment Plan Amendment No. 17.

**FUNDING:** N/A

**Attachments:** 1. Copperleaf Phase 6 Brownfield Application, Plan, and Draft Development Agreement



## 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](mailto:hallberj@portagemi.gov)

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

## B. Applicant Information

Date: 2/12/2026

**Applicant (Organization/Firm):** Swan WFH Copperleaf Phase 6, LLC

**Mailing Address:** 2186 E Centre St

Portage, MI 49002

**Principal:** Brian Farkas

**Title:** VP of Workforce Housing

**Contact Person for Applicant:** Brian Farkas

**Title:** VP of Workforce Housing

**Contact Phone Number:** 248.412.3407

**Contact Email Address:** bfarkas@allenedwin.com

**Current Property Owner:** STF Land Investment, LLC

**Mailing Address:** 2186 E Centre Avenue

Portage, MI 49002

**Principal:** Brian Farkas

**Title:** VP of Workforce Housing

**Contact Person for Owner:** Brian Farkas

**Title:** VP of Workforce Housing

**Contact Phone Number:** 248.412.3407

**Contact Email Address:** bfarkas@allenedwin.com

**Project Architect/Engineer:** Monument Engineering

**Mailing Address:** 1209 E Milham Ave

Portage, MI 49002

**Contact Person:** Pat Flanagan

**Title:** Civil Engineer

**Contact Phone Number:** pflanagan@monumentengineering.cc

**Contact Email Address:** 269.344.6165

**Project Architect/Engineer:** \_\_\_\_\_ (if more than one)

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Construction Project Manager/**

**General Contractor:** Allen Edwin Homes

**Mailing Address:** 2186 E Centre St  
Portage, MI 49002

**Contact Person:** Craig Russel

**Title:** VP of Construction

**Contact Phone Number:** 269.321.2610

**Contact Email Address:** crussel@allenedwin.com

**Property Management Firm:** Copper Bay (if applicable)

**Mailing Address:** 2186 E Centre St  
Portage, MI 49002

**Contact Person:** Lexis Hornbeck

**Title:** Leasing Manager

**Contact Phone Number:** 616.878.1748

**Contact Email Address:** lhornbeck@copperbay.com

*Please complete the Org Chart tab in this application document.*

Completed

**C. Project Information**

**Project Name:** Copperleaf Phase 6

**Project Address(es):** 3800 W Milham Avenue  
Portage, MI 49024

**Parcel ID Number(s):** 10-00006-145-G

**Existing Acreage:** 21.16      **Existing Building Square Footage:** 0

**Project is a(n):**

- Greenfield Construction       Redevelopment       Adaptive Re-Use/ Renovation

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

The proposed redevelopment consists of one vacant parcel totaling approximately 21.16 acres in the City of Portage. The project will involve preparing the site for development to make way for 38 new single family homes. This project will be the last phase of the Copperleaf subdivision at the northwest intersection of Angling Rd and W Milham Avenue. The single family homes are expected to include 24 homes available for sale at market rates and 14 homes (37% of development) available for rent at income-restricted rents. The 14 homes will be income restricted at 90% AMI rents (\$2,009 project rents net of utilities) for a duration of 10 years. The income restricted rentals are expected to all be 4-bedroom single family homes. The development is expected to include walking paths and trails with connectivity to Harbors West Park to the North of the development. The homes are expected to be built over a 2-year period (20 homes in the first year and 18 homes in the second year) with the income-restricted rentals constructed first. The homes will be constructed along a new road that will be constructed to connect to existing roads Byram Circle to the South and Landrum Trl to the North.

**Projected Private Investment in Development / Redevelopment:** \$12,153,626

**Future Number of Buildings:** 38 **Total Future Square Footage:** \_\_\_\_\_

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

The property is under ownership by the Developer. The development proposes a 2-year build schedule with construction expected to start in 2026. A preliminary site condominium has been approved for this project.

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

Rezoning is not applicable for this project. A preliminary site condominium has been approved for this project.

**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 38 housing units on Parcel #10-00006-145-G, 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.)**

State tax capture through a MSHDA approved Act 381 Work Plan. Approval for an Act 381 Work Plan will occur following local approval of the Brownfield Plan.

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

The project is not eligible for the MEDC CRP program. Development projects cannot apply for MSHDA MI Neighborhoods funding without the capital stack (including TIF incentives) approved and the MI Neighborhoods \$30 million allocation for the October 2025 funding cycle has already been allocated.

**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	
N/A					

**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
4-Bedroom Single Family	90% AMI	14	Variable (See Renderings)	\$2,009
4-Bedroom Single Family	N/A	24	Variable (See Renderings)	

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

We plan to use one of the tenant self-certification forms made available by MSHDA. Income restricted units will be restricted for 10 years. Allen Edwin Homes is working on numerous projects that include PILOTs or HTIF with income certification requirements and has the capacity and expertise through their property management arm to comply with affordability commitments.

## D. Investment Criteria

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

Check all that Apply

### Sustainable Development

LEED Silver (or higher) Certification

Energy Star V3.2 (or higher)

Equivalent Alternative (List)

### Housing Development Activities

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

### Diversity of Housing Type

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

### Accessibility / Visitability

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

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

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

### Activation in Designated Sub-Areas of Portage

Master Plan Subarea

Sub-area District:

Stated Master Plan Goal Delivered:

City-Targeted Parcel

Property designated in Portage Forward

Together 2045 Master Plan

### Multimodal Transportation

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

Proposed Number of Passes:

Improvement to be financed:

Contribution to Multi-Modal Fund

Amount:

### Job Creation

20 FTE jobs/25% + increase in FTE jobs

# Jobs

Avg. Pay (Annual)

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

### Mixed-Use Development

Includes housing and a mix of other commercial uses

### Public Space Improvements

Based upon an approved City of Portage plan

Alternative Public Space Improvement

Summary Information (in either case):

Walking trails and paths with connections to Harbors West Park

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

Secured mail/package room

Clubhouse with social areas

Furnished & landscaped terrace w/ outdoor kitchen or grill station

Walking/ biking path

Multi-use seating area/ gazebo/ pavilion

Fitness Center

Dedicated pet park

Sports courts

Secured bicycle storage

Swimming pool

**Child Care Facilities**

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

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

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

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

**TOTAL INVESTMENT CRITERIA**

## G. Applicant Certifications

Is the Applicant (or are any Co-Applicants) delinquent on any financial obligations to the City of Portage?

Yes

No

Does the Applicant (or do any Co-Applicants) have pending or current litigation against the City of Portage (including appeals to the Michigan Tax Tribunal or Board of Review)?

Yes

No

Does the Applicant (or do any Co-Applicants) have outstanding written orders or code compliance violations at properties owned or leased within the City of Portage?

Yes

No

Has the applicant reviewed the current City of Portage Brownfield Redevelopment Incentive Policy and agreed to abide by the terms therein?

Yes

No

By signing below, each Applicant and Co-Applicant(s) declare that each is in good standing in the State of Michigan and is properly authorized to do business in the State of Michigan. Each person representing an Applicant or Co-Applicant, by signing below, is at least 18 years old, a citizen of the United States, has personal knowledge and familiarity with the Property, and is fully authorized and empowered to execute this Application and all other associated documents on behalf of the Applicant or Co-Applicant represented. Under penalties of perjury, the person(s) signing below certify that all the Certifications in Part G. "Applicant Certifications" are true as of the date signed.

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

181 PWSPLK-4PXCJW68  
Brian Farkas

Jan 19, 2026

Co-Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

(Additional Co-Applicants, please sign and date on Attachment I. Please indicate on the attachment that the signature(s) are a continuation of Part G "Applicant Certifications".)

# **ACT 381 BROWNFIELD PLAN**

**Swan WFH Copperleaf Phase 6, LLC  
3800 W Milham Avenue  
Kalamazoo County, City of Portage  
Kalamazoo County Brownfield Redevelopment Authority**

**February 6, 2026**



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

**Approved by the City of Portage Brownfield Redevelopment Authority on \_\_\_\_\_**

**Approved by the City of Portage on \_\_\_\_\_**

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- Attachment D Housing Study

# ACT 381 BROWNFIELD PLAN

## 1.0 INTRODUCTION

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

The proposed redevelopment consists of 1 vacant parcel totaling approximately 21.16 acres in the City of Portage. The project will involve preparing the site for development to make way for 38 new single-family homes. The Development is expected to include 14 (37%) income restricted homes to rents at 90% of Area Median Income ("AMI") for a duration of 10 years. The remaining 24 homes are expected to be for sale at market rate. All single-family homes, including the income-restricted housing units, are expected to be four-bedroom homes. The homes are expected to be built over a 2-year period (20 homes in the first year and 18 homes in the second year) with the income-restricted rentals constructed first.

This project will be the last phase of the Copperleaf subdivision at the northwest intersection of Angling Rd and Milham Avenue. The development is expected to include walking paths and trails with connectivity to Harbors West Park. The homes will be constructed along a new road that will be constructed to connect to existing roads Byram Circle to the South and Landrum Trail to the North.

The total capital investment on the project is expected to be approximately \$12.1 million. Construction on the project is planned to begin in the summer of 2026 and will be completed by the end of 2028.

### 1.2 Identification of Housing Need

#### Specific Housing Need

The Kalamazoo County Housing Plan prepared by the Upjohn Institute was updated in 2025 and identified that the county required 8,000 new housing units in order to appropriately house the growth anticipated in the county. Of the 8,000-unit demand, an estimate 3,600 single-family detached homes are needed in the County, including 3,175 units in suburban areas and 1,850 units in general urban areas in the County. Additionally, this project is located in the 20.03 Census Tract, which saw a 10.0% population growth between 2018 to 2023. Kalamazoo County has a whole had a population decline of 0.5% over the same period, while the state overall had a modest 0.95% growth during the same period. This area is experiencing an acute population growth and therefore increased housing demand. The delivery of 38 new single-family homes in this area is expected to help alleviate the housing demand and alleviate the proportion of renter households cost burdened in the area.

#### 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, including Pfizer Global Supply's 2022 announcement of a \$870M expansion which is expected to create 550 jobs. 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 38 housing units on Parcel # 10-00006-145-G, thus this parcel is eligible property under Act 381.

#### Location and Legal Description

3800 W Milham Avenue Parcel ID: 10-00006-145-G 21.16 Acres  
Portage, MI 49024

#### Legal Description:

COPPERLEAF FUTURE DEVELOPMENT AREA PHASE VI. SPLIT ON 10/19/2021 FROM 00006-145-F

## **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 Swan WFH Copperleaf Phase 6, 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 total cost of eligible activities including contingency are anticipated to be \$4,988,592. Interest on unreimbursed eligible activities is also included as an eligible activity, which is estimated to be \$857,873. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$476,437. The estimated cost of all eligible activities under this plan are summarized in Table 1.

#### Environmental Activities

This Plan does not contemplate department specific activities.

#### Non-Environmental Activities

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

including reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households, and site preparation and infrastructure activities that are necessary for new housing development for income qualified households on eligible property.

## **2.2 Summary of Eligible Activities**

### **2.2..1 Infrastructure**

Infrastructure activities will include pipework, roadwork, sidewalks, sewer and water connections and fees, home meter fees, gas and electric service, driveways, landscaping, gas infrastructure, electric infrastructure and site lighting, and street trees. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure activities is anticipated to be \$1,257,734.

### **2.2..2 Site Preparation**

Site preparation activities will include site clearing, grading, soil erosion control measures, stripping and digging of foundations, backfill and land balancing, and fill. The total cost of these site preparation activities is anticipated to be \$404,533.

### **2.2..3 Interest**

Financing costs for the project are considered an eligible activity. This plan allows for 3.5% simple interest rate on the developer's unreimbursed eligible activity balance. The total interest accrual is anticipated to be \$857,873.

### **2.2..4 Contingency**

A 2% contingency is included as an eligible activity on infrastructure and site preparation activities. The contingency is estimated to be \$33,245.

### **2.2..5 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 for residential units available for rent. The MSHDA Control Rent for a four-bedroom unit is \$3,928. There are anticipated to be 14 income qualified four-bedroom units as a part of this development. The project rent for this project is set at 90% of Area Median Income rents in Kalamazoo County, net of utility allowance for Region C. The income

qualified units will be income restricted for a 10-year period. The total loss delineated below is representative of the 10-year period.

Type	Control Rent	Project Rent	Rent Loss	Income Qualified Units	Annual Loss	Total Loss
4-Bed	\$3,928	\$2,009	\$23,022	14	\$322,308	\$3,223,080

2.2.6 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$20,000.

2.2.7 Brownfield Plan Implementation

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

2.2.8 Local Brownfield Revolving Fund

Capture to the Local Brownfield Revolving Fund is anticipated to be \$1,663,952.

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

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

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

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

**2.5 Maximum Amount of Note or Bonded Indebtedness**

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

**2.6 Duration of Brownfield Plan**

The duration of this plan is estimated to be 25 years, inclusive of 5 years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of the property will be completed in 2028, and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2051. Capture of TIR is expected to begin in 2027, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 years 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 is approximately 21.16 acres in size and is located at 3800 W Milham Avenue in the City of Portage, Kalamazoo County (Parcel Identification Number 10-00006-145-G). A legal description of the properties 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



**3800 W Milham Avenue  
Portage, MI 49024**

Parcel ID: 10-00006-145-G

21.16 Acres

**Legal Description:**

COPPERLEAF FUTURE DEVELOPMENT AREA PHASE VI. SPLIT ON 10/19/2021 FROM 00006-145-F

# **Table 1**

## **Eligible Activity Costs**



<b>MSDHA Housing Development Activities Costs and Schedule</b>			
<b>MSHDA Eligible Activities</b>		<b>Cost</b>	<b>Completion Season/Year</b>
<b>Infrastructure Sub-Total</b>		<b>\$ 1,257,734</b>	<b>Fall 2027</b>
<i>Pipework, Roadwork, Sidewalks</i>		\$ 654,068	
<i>Sewer and Water Connections and Fees</i>		\$ 135,280	
<i>Home Meter Fee</i>		\$ 13,680	
<i>Gas and Electric Service</i>		\$ 22,800	
<i>Driveway Fill, Approach, and Driveway Construction</i>		\$ 163,400	
<i>Landscaping</i>		\$ 14,250	
<i>Sidewalks</i>		\$ 22,800	
<i>Gas Infrastructure</i>		\$ 15,000	
<i>Electric Infrastructure and Site Lighting</i>		\$ 85,356	
<i>Street Trees</i>		\$ 20,900	
<i>Design, Engineering, and Inspections of Above</i>		\$ 110,200	
<b>Site Preparation Sub-Total</b>		<b>\$ 404,533</b>	<b>Fall 2027</b>
<i>Site Tree Clearing</i>		\$ 55,555	
<i>Grading</i>		\$ 142,861	
<i>Soil Erosion and Silt Fence</i>		\$ 19,157	
<i>Strip and Dig Foundation</i>		\$ 63,460	
<i>Backfill and Land Balance</i>		\$ 47,500	
<i>Fill</i>		\$ 76,000	
<b>Affordable Housing Financing Gap</b>		<b>\$ 3,223,080</b>	
<b>Brownfield Plan/Act 381 Work Plan</b>		<b>\$ 20,000</b>	<b>Winter 2025</b>
<b>Brownfield Plan Implementation</b>		<b>\$ 50,000</b>	
<b>MSHDA Eligible Activities Sub-Total</b>		<b>\$ 4,955,347</b>	
<b>Contingency</b>	<b>2%</b>	<b>\$ 33,245</b>	
<b>Interest</b>	<b>3.5%</b>	<b>\$ 857,873</b>	
<b>Total Brownfield Eligible Activities</b>		<b>\$ 5,846,465</b>	

# **Table 2**

## **Tax Capture Schedule**



**Tax Increment Financing Capture Estimates**  
**Swan WFH Copperleaf Phase 6, LLC**  
 City of Portage, Michigan  
 February 2026

Estimated Taxable Value (TV) Increase Rate: **2.00%**

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
*Base Taxable Value	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585	\$ 89,585
Estimated New TV	\$ 3,589,585	\$ 6,874,377	\$ 7,011,864	\$ 7,152,102	\$ 7,295,144	\$ 7,441,046	\$ 7,589,867	\$ 7,741,665	\$ 7,896,498	\$ 8,054,428	\$ 8,215,517	\$ 8,379,827	\$ 8,547,423	\$ 8,718,372	\$ 8,892,739	\$ 9,070,594
Incremental Difference (New TV - Base TV)	\$ 3,500,000	\$ 6,784,792	\$ 6,922,279	\$ 7,062,517	\$ 7,205,559	\$ 7,351,461	\$ 7,500,282	\$ 7,652,080	\$ 7,806,913	\$ 7,964,843	\$ 8,125,932	\$ 8,290,242	\$ 8,457,838	\$ 8,628,787	\$ 8,803,154	\$ 8,981,009

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
State Education Tax (SET)	6.0000	\$ 21,000	\$ 40,709	\$ 41,534	\$ 42,375	\$ 43,233	\$ 44,109	\$ 45,002	\$ 45,912	\$ 46,841	\$ 47,789	\$ 48,756	\$ 49,741	\$ 50,747	\$ 51,773	\$ 52,819	\$ 53,886
School Operating Tax	17.5695	\$ 43,045	\$ 43,918	\$ 44,808	\$ 45,715	\$ 46,641	\$ 47,586	\$ 48,549	\$ 49,532	\$ 50,534	\$ 51,556	\$ 52,599	\$ 53,663	\$ 54,747	\$ 55,854	\$ 56,983	\$ 58,134
<b>School Total</b>	<b>23.5695</b>	<b>\$ 64,045</b>	<b>\$ 84,627</b>	<b>\$ 86,341</b>	<b>\$ 88,091</b>	<b>\$ 89,875</b>	<b>\$ 91,695</b>	<b>\$ 93,551</b>	<b>\$ 95,444</b>	<b>\$ 97,375</b>	<b>\$ 99,345</b>	<b>\$ 101,355</b>	<b>\$ 103,404</b>	<b>\$ 105,494</b>	<b>\$ 107,627</b>	<b>\$ 109,802</b>	<b>\$ 112,020</b>

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
District Library	1.4930	\$ 5,226	\$ 10,130	\$ 10,335	\$ 10,544	\$ 10,758	\$ 10,976	\$ 11,198	\$ 11,425	\$ 11,656	\$ 11,892	\$ 12,132	\$ 12,377	\$ 12,628	\$ 12,883	\$ 13,143	\$ 13,409
Library Extra	0.4976	\$ 1,742	\$ 3,376	\$ 3,445	\$ 3,514	\$ 3,585	\$ 3,658	\$ 3,732	\$ 3,808	\$ 3,885	\$ 3,963	\$ 4,043	\$ 4,125	\$ 4,209	\$ 4,294	\$ 4,380	\$ 4,469
County Public Safety	1.4296	\$ 5,004	\$ 9,700	\$ 9,896	\$ 10,097	\$ 10,301	\$ 10,510	\$ 10,722	\$ 10,939	\$ 11,161	\$ 11,387	\$ 11,617	\$ 11,852	\$ 12,091	\$ 12,336	\$ 12,585	\$ 12,839
County Housing	0.7409	\$ 2,593	\$ 5,027	\$ 5,129	\$ 5,233	\$ 5,339	\$ 5,447	\$ 5,557	\$ 5,669	\$ 5,784	\$ 5,901	\$ 6,021	\$ 6,142	\$ 6,266	\$ 6,393	\$ 6,522	\$ 6,654
County Senior	0.3450	\$ 1,208	\$ 2,341	\$ 2,388	\$ 2,437	\$ 2,486	\$ 2,536	\$ 2,588	\$ 2,640	\$ 2,693	\$ 2,748	\$ 2,803	\$ 2,860	\$ 2,918	\$ 2,977	\$ 3,037	\$ 3,098
County 911	0.6420	\$ 2,247	\$ 4,356	\$ 4,444	\$ 4,534	\$ 4,626	\$ 4,720	\$ 4,815	\$ 4,913	\$ 5,012	\$ 5,113	\$ 5,217	\$ 5,322	\$ 5,430	\$ 5,540	\$ 5,652	\$ 5,766
County Veteran Fund	0.0993	\$ 348	\$ 674	\$ 687	\$ 701	\$ 716	\$ 730	\$ 745	\$ 760	\$ 775	\$ 791	\$ 807	\$ 823	\$ 840	\$ 857	\$ 874	\$ 892
Portage Gen Operating	7.3500	\$ 25,725	\$ 49,868	\$ 50,879	\$ 51,909	\$ 52,961	\$ 54,033	\$ 55,127	\$ 56,243	\$ 57,381	\$ 58,542	\$ 59,726	\$ 60,933	\$ 62,165	\$ 63,422	\$ 64,703	\$ 66,010
Portage CIP	2.0000	\$ 7,000	\$ 13,570	\$ 13,845	\$ 14,125	\$ 14,411	\$ 14,703	\$ 15,001	\$ 15,304	\$ 15,614	\$ 15,930	\$ 16,252	\$ 16,580	\$ 16,916	\$ 17,258	\$ 17,606	\$ 17,962
Portage Recycle	0.3326	\$ 1,164	\$ 2,257	\$ 2,302	\$ 2,349	\$ 2,397	\$ 2,445	\$ 2,495	\$ 2,545	\$ 2,597	\$ 2,649	\$ 2,703	\$ 2,757	\$ 2,813	\$ 2,870	\$ 2,928	\$ 2,987
Portage Leaf	0.3292	\$ 1,152	\$ 2,234	\$ 2,279	\$ 2,325	\$ 2,372	\$ 2,420	\$ 2,469	\$ 2,519	\$ 2,570	\$ 2,622	\$ 2,675	\$ 2,729	\$ 2,784	\$ 2,841	\$ 2,898	\$ 2,957
Portage Streets	0.6282	\$ 2,199	\$ 4,262	\$ 4,349	\$ 4,437	\$ 4,527	\$ 4,618	\$ 4,712	\$ 4,807	\$ 4,904	\$ 5,004	\$ 5,105	\$ 5,208	\$ 5,313	\$ 5,421	\$ 5,530	\$ 5,642
KVCC	2.7645	\$ 9,676	\$ 18,757	\$ 19,137	\$ 19,524	\$ 19,920	\$ 20,323	\$ 20,735	\$ 21,154	\$ 21,582	\$ 22,019	\$ 22,464	\$ 22,918	\$ 23,382	\$ 23,854	\$ 24,336	\$ 24,828
KRESA ISA Oper	2.9931	\$ 10,476	\$ 20,308	\$ 20,719	\$ 21,139	\$ 21,567	\$ 22,004	\$ 22,449	\$ 22,903	\$ 23,367	\$ 23,840	\$ 24,322	\$ 24,814	\$ 25,315	\$ 25,827	\$ 26,349	\$ 26,881
KRESA Spec Ed	1.4862	\$ 5,202	\$ 10,084	\$ 10,288	\$ 10,496	\$ 10,709	\$ 10,926	\$ 11,147	\$ 11,373	\$ 11,603	\$ 11,837	\$ 12,077	\$ 12,321	\$ 12,570	\$ 12,824	\$ 13,083	\$ 13,348
KRESA Enhanced	1.4921	\$ 5,222	\$ 10,124	\$ 10,329	\$ 10,538	\$ 10,751	\$ 10,969	\$ 11,191	\$ 11,418	\$ 11,649	\$ 11,884	\$ 12,125	\$ 12,370	\$ 12,620	\$ 12,875	\$ 13,135	\$ 13,401
KRESA Care Tech	0.9851	\$ 3,448	\$ 6,684	\$ 6,819	\$ 6,957	\$ 7,098	\$ 7,242	\$ 7,389	\$ 7,538	\$ 7,691	\$ 7,846	\$ 8,005	\$ 8,167	\$ 8,332	\$ 8,500	\$ 8,672	\$ 8,847
School Site SF	0.4980	\$ 1,743	\$ 3,379	\$ 3,447	\$ 3,517	\$ 3,588	\$ 3,661	\$ 3,735	\$ 3,811	\$ 3,888	\$ 3,966	\$ 4,047	\$ 4,129	\$ 4,212	\$ 4,297	\$ 4,384	\$ 4,473
County Operating	4.6049	\$ 16,117	\$ 31,243	\$ 31,876	\$ 32,522	\$ 33,181	\$ 33,853	\$ 34,538	\$ 35,237	\$ 35,950	\$ 36,677	\$ 37,419	\$ 38,176	\$ 38,947	\$ 39,735	\$ 40,538	\$ 41,357
CCTA Transport	0.8905	\$ 3,117	\$ 6,042	\$ 6,164	\$ 6,289	\$ 6,417	\$ 6,546	\$ 6,679	\$ 6,814	\$ 6,952	\$ 7,093	\$ 7,236	\$ 7,382	\$ 7,532	\$ 7,684	\$ 7,839	\$ 7,998
KCTA Transport	0.3091	\$ 1,082	\$ 2,097	\$ 2,140	\$ 2,183	\$ 2,227	\$ 2,272	\$ 2,318	\$ 2,365	\$ 2,413	\$ 2,462	\$ 2,512	\$ 2,563	\$ 2,614	\$ 2,667	\$ 2,721	\$ 2,776
<b>Local Total</b>	<b>31.9109</b>	<b>\$ 111,688</b>	<b>\$ 216,509</b>	<b>\$ 220,896</b>	<b>\$ 225,371</b>	<b>\$ 229,936</b>	<b>\$ 234,592</b>	<b>\$ 239,341</b>	<b>\$ 244,185</b>	<b>\$ 249,126</b>	<b>\$ 254,165</b>	<b>\$ 259,306</b>	<b>\$ 264,549</b>	<b>\$ 269,897</b>	<b>\$ 275,352</b>	<b>\$ 280,917</b>	<b>\$ 286,592</b>

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Juvenile Debt	0.1350	\$ 473	\$ 916	\$ 935	\$ 953	\$ 973	\$ 992	\$ 1,013	\$ 1,033	\$ 1,054	\$ 1,075	\$ 1,097	\$ 1,119	\$ 1,142	\$ 1,165	\$ 1,188	\$ 1,212
School Debt 2009	3.4300	\$ 12,005	\$ 23,272	\$ 23,743	\$ 24,224	\$ 24,715	\$ 25,216	\$ 25,726	\$ 26,247	\$ 26,778	\$ 27,319	\$ 27,872	\$ 28,436	\$ 29,010	\$ 29,597	\$ 30,195	\$ 30,805
School Debt 2015	0.5000	\$ 1,750	\$ 3,392	\$ 3,461	\$ 3,531	\$ 3,603	\$ 3,676	\$ 3,750	\$ 3,826	\$ 3,903	\$ 3,982	\$ 4,063	\$ 4,145	\$ 4,229	\$ 4,314	\$ 4,402	\$ 4,491
School Debt 2021	2.9200	\$ 10,220	\$ 19,812	\$ 20,213	\$ 20,623	\$ 21,040	\$ 21,466	\$ 21,901	\$ 22,344	\$ 22,796	\$ 23,257	\$ 23,728	\$ 24,208	\$ 24,697	\$ 25,196	\$ 25,705	\$ 26,225
<b>Total Non-Capturable Taxes</b>	<b>6.9850</b>	<b>\$ 24,448</b>	<b>\$ 47,392</b>	<b>\$ 48,352</b>	<b>\$ 49,332</b>	<b>\$ 50,331</b>	<b>\$ 51,350</b>	<b>\$ 52,389</b>	<b>\$ 53,450</b>	<b>\$ 54,531</b>	<b>\$ 55,634</b>	<b>\$ 56,760</b>	<b>\$ 57,907</b>	<b>\$ 59,078</b>	<b>\$ 60,272</b>	<b>\$ 61,490</b>	<b>\$ 62,732</b>

62.4654  
**Total Tax Increment Revenue (TIR) Available for Capture** \$ 175,733 \$ 301,135 \$ 307,238 \$ 313,462 \$ 319,811 \$ 326,286 \$ 332,892 \$ 339,629 \$ 346,501 \$ 353,511 \$ 360,660 \$ 367,953 \$ 375,392 \$ 382,979 \$ 390,718 \$ 398,612

**Footnotes:**  
 Average Taxable Value per Home \$ **175,000**  
 Homestead Percent (Stabilized) **63%**

Annual Units Constructed	38	20	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative New Units Constructed		20	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38
<b>Total</b>																	
Total New Single Family	38	20	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rental Single Family	14	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



**Tax Increment Financing Capture Estimates**  
**Swan WFH Copperleaf Phase 6, LLC**  
 City of Portage, Michigan  
 February 2026

Estimated Taxable Value (TV)

	17	18	19	20	21	22	23	24	25	TOTAL
	2043	2044	2045	2046	2047	2048	2049	2050	2051	
*Base \$	89,585	89,585	89,585	89,585	89,585	89,585	89,585	89,585	89,585	\$ -
Estir \$	9,252,006	9,437,046	9,625,787	9,818,303	10,014,669	10,214,962	10,419,261	10,627,647	10,840,200	\$ -
Incremental Difference (New \$)	9,162,421	9,347,461	9,536,202	9,728,718	9,925,084	10,125,377	10,329,676	10,538,062	10,750,615	\$ -

School Capture	Millage Rate	17	18	19	20	21	22	23	24	25	TOTAL
State Education Tax (SET)	6.0000	\$ 54,975	\$ 56,085	\$ 57,217	\$ 58,372						\$ 952,875
School Operating Tax	17.5695	\$ 59,308	\$ 60,506	\$ 61,728	\$ 62,974						\$ 1,048,379
<b>School Total</b>	<b>23.5695</b>	<b>\$ 114,283</b>	<b>\$ 116,591</b>	<b>\$ 118,945</b>	<b>\$ 121,346</b>	<b>\$ -</b>	<b>\$ 2,001,254</b>				

Local Capture	Millage Rate	17	18	19	20	21	22	23	24	25	TOTAL
District Library	1.4930	\$ 13,679	\$ 13,956	\$ 14,238	\$ 14,525	\$ 14,818	\$ 15,117	\$ 15,422	\$ 15,733	\$ 16,051	\$ 314,249
Library Extra	0.4976	\$ 4,559	\$ 4,651	\$ 4,745	\$ 4,841	\$ 4,939	\$ 5,038	\$ 5,140	\$ 5,244	\$ 5,350	\$ 104,735
County Public Safety	1.4296	\$ 13,099	\$ 13,363	\$ 13,633	\$ 13,908	\$ 14,189	\$ 14,475	\$ 14,767	\$ 15,065	\$ 15,369	\$ 300,904
County Housing	0.7409	\$ 6,788	\$ 6,926	\$ 7,065	\$ 7,208	\$ 7,353	\$ 7,502	\$ 7,653	\$ 7,808	\$ 7,965	\$ 155,946
County Senior	0.3450	\$ 3,161	\$ 3,225	\$ 3,290	\$ 3,356	\$ 3,424	\$ 3,493	\$ 3,564	\$ 3,636	\$ 3,709	\$ 72,616
County 911	0.6420	\$ 5,882	\$ 6,001	\$ 6,122	\$ 6,246	\$ 6,372	\$ 6,500	\$ 6,632	\$ 6,765	\$ 6,902	\$ 135,129
County Veteran Fund	0.0993	\$ 910	\$ 928	\$ 947	\$ 966	\$ 986	\$ 1,005	\$ 1,026	\$ 1,046	\$ 1,068	\$ 20,901
Portage Gen Operating	7.3500	\$ 67,344	\$ 68,704	\$ 70,091	\$ 71,506	\$ 72,949	\$ 74,422	\$ 75,923	\$ 77,455	\$ 79,017	\$ 1,547,038
Portage CIP	2.0000	\$ 18,325	\$ 18,695	\$ 19,072	\$ 19,457	\$ 19,850	\$ 20,251	\$ 20,659	\$ 21,076	\$ 21,501	\$ 420,963
Portage Recycle	0.3326	\$ 3,047	\$ 3,109	\$ 3,172	\$ 3,236	\$ 3,301	\$ 3,368	\$ 3,436	\$ 3,505	\$ 3,576	\$ 70,006
Portage Leaf	0.3292	\$ 3,016	\$ 3,077	\$ 3,139	\$ 3,203	\$ 3,267	\$ 3,333	\$ 3,401	\$ 3,469	\$ 3,539	\$ 69,290
Portage Streets	0.6282	\$ 5,756	\$ 5,872	\$ 5,991	\$ 6,112	\$ 6,235	\$ 6,361	\$ 6,489	\$ 6,620	\$ 6,754	\$ 132,224
KVCC	2.7645	\$ 25,330	\$ 25,841	\$ 26,363	\$ 26,895	\$ 27,438	\$ 27,992	\$ 28,556	\$ 29,132	\$ 29,720	\$ 581,876
KRESA ISA Oper	2.9931	\$ 27,424	\$ 27,978	\$ 28,543	\$ 29,119	\$ 29,707	\$ 30,306	\$ 30,918	\$ 31,541	\$ 32,178	\$ 629,992
KRESA Spec Ed	1.4862	\$ 13,617	\$ 13,892	\$ 14,173	\$ 14,459	\$ 14,751	\$ 15,048	\$ 15,352	\$ 15,662	\$ 15,978	\$ 312,817
KRESA Enhanced	1.4921	\$ 13,671	\$ 13,947	\$ 14,229	\$ 14,516	\$ 14,809	\$ 15,108	\$ 15,413	\$ 15,724	\$ 16,041	\$ 314,059
KRESA Care Tech	0.9851	\$ 9,026	\$ 9,208	\$ 9,394	\$ 9,584	\$ 9,777	\$ 9,975	\$ 10,176	\$ 10,381	\$ 10,590	\$ 207,345
School Site SF	0.4980	\$ 4,563	\$ 4,655	\$ 4,749	\$ 4,845	\$ 4,943	\$ 5,042	\$ 5,144	\$ 5,248	\$ 5,354	\$ 104,820
County Operating	4.6049	\$ 42,192	\$ 43,044	\$ 43,913	\$ 44,800	\$ 45,704	\$ 46,626	\$ 47,567	\$ 48,527	\$ 49,506	\$ 969,245
CCTA Transport	0.8905	\$ 8,159	\$ 8,324	\$ 8,492	\$ 8,663	\$ 8,838	\$ 9,017	\$ 9,199	\$ 9,384	\$ 9,573	\$ 187,434
KCTA Transport	0.3091	\$ 2,832	\$ 2,889	\$ 2,948	\$ 3,007	\$ 3,068	\$ 3,130	\$ 3,193	\$ 3,257	\$ 3,323	\$ 65,060
<b>Local Total</b>	<b>31.9109</b>	<b>\$ 292,381</b>	<b>\$ 298,286</b>	<b>\$ 304,309</b>	<b>\$ 310,452</b>	<b>\$ 316,718</b>	<b>\$ 323,110</b>	<b>\$ 329,629</b>	<b>\$ 336,279</b>	<b>\$ 343,062</b>	<b>\$ 6,716,648</b>

Non-Capturable Millages	Millage Rate	17	18	19	20	21	22	23	24	25	TOTAL
Juvenile Debt	0.1350	\$ 1,237	\$ 1,262	\$ 1,287	\$ 1,313	\$ 1,340	\$ 1,367	\$ 1,395	\$ 1,423	\$ 1,451	\$ 28,415
School Debt 2009	3.4300	\$ 31,427	\$ 32,062	\$ 32,709	\$ 33,370	\$ 34,043	\$ 34,730	\$ 35,431	\$ 36,146	\$ 36,875	\$ 721,951
School Debt 2015	0.5000	\$ 4,581	\$ 4,674	\$ 4,768	\$ 4,864	\$ 4,963	\$ 5,063	\$ 5,165	\$ 5,269	\$ 5,375	\$ 105,241
School Debt 2021	2.9200	\$ 26,754	\$ 27,295	\$ 27,846	\$ 28,408	\$ 28,981	\$ 29,566	\$ 30,163	\$ 30,771	\$ 31,392	\$ 614,605
<b>Total Non-Capturable Taxes</b>	<b>6.9850</b>	<b>\$ 64,000</b>	<b>\$ 65,292</b>	<b>\$ 66,610</b>	<b>\$ 67,955</b>	<b>\$ 69,327</b>	<b>\$ 70,726</b>	<b>\$ 72,153</b>	<b>\$ 73,608</b>	<b>\$ 75,093</b>	<b>\$ 1,470,212</b>

62.4654											
62.4654											
<b>Total Tax Increment Revenue (TIR) Availat</b>	<b>\$</b>	<b>406,664</b>	<b>\$ 414,877</b>	<b>\$ 423,254</b>	<b>\$ 431,798</b>	<b>\$ 316,718</b>	<b>\$ 323,110</b>	<b>\$ 329,629</b>	<b>\$ 336,279</b>	<b>\$ 343,062</b>	<b>\$ 8,717,902</b>

Footnotes:	
Average Taxable Value per Home	\$ 175,000
Homestead Percent (Stabilized)	63%

Annual Units Constructed  
 Cumulative New Units Constructed  
**Total**  
 Total New Single Family  
 Rental Single Family

# **Table 3**

## **Reimbursement Schedule**



**Tax Increment Revenue Reimbursement Schedule**  
**Swan WFH Copperleaf Phase 6, LLC**  
 City of Portage, Michigan  
 February 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	20.1%	\$ 1,524,816	\$ -	\$ 1,524,816
Local	79.9%	\$ 6,044,983	\$ -	\$ 6,044,983
<b>TOTAL</b>		<b>\$ 7,569,799</b>		<b>\$ 7,569,799</b>
EGLE	0.0%	\$ -	\$ -	\$ -
MSHDA	100.0%	\$ 4,988,592	\$ -	\$ 4,988,592

Estimated Total  
Years of Plan: **25**

Estimated Capture	\$ 8,717,920
Administrative Fees	\$ 671,665
State Brownfield Redevelopment Fund	\$ 476,437
Local Brownfield Revolving Fund	\$ 1,663,952

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Total State Incremental Revenue	\$ 64,045	\$ 84,627	\$ 86,341	\$ 88,091	\$ 89,875	\$ 91,695	\$ 93,551	\$ 95,444	\$ 97,375	\$ 99,345	\$ 101,355	\$ 103,404	\$ 105,494	\$ 107,627
State Brownfield Redevelopment Fund (50% of SET)	\$ 10,500	\$ 20,354	\$ 20,767	\$ 21,188	\$ 21,617	\$ 22,054	\$ 22,501	\$ 22,956	\$ 23,421	\$ 23,895	\$ 24,378	\$ 24,871	\$ 25,374	\$ 25,886
State TIR Available for Reimbursement	\$ 53,545	\$ 64,272	\$ 65,575	\$ 66,903	\$ 68,258	\$ 69,640	\$ 71,050	\$ 72,488	\$ 73,955	\$ 75,451	\$ 76,977	\$ 78,533	\$ 80,121	\$ 81,740
Total Local Incremental Revenue	\$ 111,688	\$ 216,509	\$ 220,896	\$ 225,371	\$ 229,936	\$ 234,592	\$ 239,341	\$ 244,185	\$ 249,126	\$ 254,165	\$ 259,306	\$ 264,549	\$ 269,897	\$ 275,352
BRA Administrative Fee 10%	\$ 11,169	\$ 21,651	\$ 22,090	\$ 22,537	\$ 22,994	\$ 23,459	\$ 23,934	\$ 24,418	\$ 24,913	\$ 25,417	\$ 25,931	\$ 26,455	\$ 26,990	\$ 27,535
Local TIR Available for Reimbursement	\$ 100,519	\$ 194,858	\$ 198,807	\$ 202,834	\$ 206,942	\$ 211,133	\$ 215,407	\$ 219,766	\$ 224,213	\$ 228,749	\$ 233,375	\$ 238,094	\$ 242,908	\$ 247,817
<b>Total State &amp; Local TIR Available</b>	<b>\$ 154,065</b>	<b>\$ 259,130</b>	<b>\$ 264,381</b>	<b>\$ 269,737</b>	<b>\$ 275,200</b>	<b>\$ 280,773</b>	<b>\$ 286,457</b>	<b>\$ 292,254</b>	<b>\$ 298,168</b>	<b>\$ 304,200</b>	<b>\$ 310,352</b>	<b>\$ 316,627</b>	<b>\$ 323,028</b>	<b>\$ 329,557</b>

DEVELOPER	Beginning Balance	1	2	3	4	5	6	7	8	9	10	11	12	13	14
DEVELOPER Eligible Activity Balance	\$ 1,765,512	\$ 1,995,549	\$ 2,120,520	\$ 2,240,239	\$ 2,354,603	\$ 2,463,504	\$ 2,566,832	\$ 2,664,476	\$ 2,756,323	\$ 2,842,256	\$ 2,922,157	\$ 2,673,598	\$ 2,415,675	\$ 2,140,044	\$ 1,846,350

MSHDA Gap Calc Reimbursement	\$ 3,223,080	\$ 322,308	\$ 322,308	\$ 322,308	\$ 322,308	\$ 322,308	\$ 322,308	\$ 322,308	\$ 322,308	\$ 322,308	\$ 322,308	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 53,545	\$ 64,272	\$ 65,575	\$ 66,903	\$ 68,258	\$ 69,640	\$ 71,050	\$ 72,488	\$ 73,955	\$ 75,451	\$ 76,977	\$ 56,641	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 100,519	\$ 194,858	\$ 198,807	\$ 202,834	\$ 206,942	\$ 211,133	\$ 215,407	\$ 219,766	\$ 224,213	\$ 228,749	\$ 233,375	\$ 171,723	\$ -	\$ -	\$ -
<b>Total Gap Calc Reimbursement Balance</b>	<b>\$ 168,243</b>	<b>\$ 231,421</b>	<b>\$ 289,348</b>	<b>\$ 341,919</b>	<b>\$ 389,027</b>	<b>\$ 430,562</b>	<b>\$ 466,413</b>	<b>\$ 496,467</b>	<b>\$ 520,607</b>	<b>\$ 538,716</b>	<b>\$ 228,364</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

MSHDA Housing Development Reimbursement	\$ 1,765,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total MSHDA Reimbursement Balance</b>	<b>\$ 1,765,512</b>	<b>\$ 1,677,249</b>	<b>\$ 1,354,220</b>	<b>\$ 1,024,663</b>	<b>\$ -</b>										

Interest Accrual 3.5%	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 61,793	\$ 58,704	\$ 47,398	\$ 35,863
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Interest Reimbursement Balance</b>	<b>\$ 61,793</b>	<b>\$ 123,586</b>	<b>\$ 185,379</b>	<b>\$ 247,172</b>	<b>\$ 308,965</b>	<b>\$ 370,758</b>	<b>\$ 432,551</b>	<b>\$ 494,343</b>	<b>\$ 556,136</b>	<b>\$ 617,929</b>	<b>\$ 679,722</b>	<b>\$ 738,426</b>	<b>\$ 785,824</b>	<b>\$ 821,687</b>	<b>\$ -</b>
<b>Total Annual Developer Reimbursement</b>	<b>\$ 154,065</b>	<b>\$ 259,130</b>	<b>\$ 264,381</b>	<b>\$ 269,737</b>	<b>\$ 275,200</b>	<b>\$ 280,773</b>	<b>\$ 286,457</b>	<b>\$ 292,254</b>	<b>\$ 298,168</b>	<b>\$ 304,200</b>	<b>\$ 310,352</b>	<b>\$ 316,627</b>	<b>\$ 323,028</b>	<b>\$ 329,557</b>	<b>\$ -</b>

**LOCAL BROWNFIELD REVOLVING FUND**

LBRF Deposits *															
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total LBRF Capture</b>	<b>\$ -</b>														

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

Footnotes:



**Tax Increment Revenue Reimbursement Schedule**  
**Swan WFH Copperleaf Phase 6, LLC**  
 City of Portage, Michigan  
 February 2026

	15	16	17	18	19	20	21	22	23	24	25	TOTAL
	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
<b>Total State Incremental Revenue</b>	\$ 109,802	\$ 112,020	\$ 114,283	\$ 116,591	\$ 118,945	\$ 121,346						\$ 2,001,254
State Brownfield Redevelopment Fund (50% of SET)	\$ 26,409	\$ 26,943	\$ 27,487	\$ 28,042	\$ 28,609	\$ 29,186						\$ 476,437
<b>State TIR Available for Reimbursement</b>	\$ 83,392	\$ 85,077	\$ 86,795	\$ 88,548	\$ 90,336	\$ 92,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,524,816
<b>Total Local Incremental Revenue</b>	\$ 280,917	\$ 286,592	\$ 292,381	\$ 298,286	\$ 304,309	\$ 310,452	\$ 316,718	\$ 323,110	\$ 329,629	\$ 336,279	\$ 343,062	\$ 6,716,648
BRA Administrative Fee	\$ 28,092	\$ 28,659	\$ 29,238	\$ 29,829	\$ 30,431	\$ 31,045	\$ 31,672	\$ 32,311	\$ 32,963	\$ 33,628	\$ 34,306	\$ 671,665
<b>Local TIR Available for Reimbursement</b>	\$ 252,825	\$ 257,933	\$ 263,143	\$ 268,457	\$ 273,878	\$ 279,407	\$ 285,047	\$ 290,799	\$ 296,666	\$ 302,651	\$ 308,756	\$ 6,044,983
<b>Total State &amp; Local TIR Available</b>	\$ 336,217	\$ 343,010	\$ 349,938	\$ 357,006	\$ 364,214	\$ 371,567	\$ 285,047	\$ 290,799	\$ 296,666	\$ 302,651	\$ 308,756	
<b>DEVELOPER</b>												
<b>DEVELOPER Eligible Activity Balance</b>	\$ 1,534,228	\$ 1,203,309	\$ 853,371	\$ 496,365	\$ 132,151	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>MSHDA Gap Calc Reimbursement</b>												
MSHDA Gap Calc Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,223,080
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 814,755
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,408,325
<b>Total Gap Calc Reimbursement Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,223,080
<b>MSHDA Housing Development Reimbursement</b>												
MSHDA Housing Development Reimbursement	\$ 83,392	\$ 85,077	\$ 85,679	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,765,512
State Tax Reimbursement	\$ 83,392	\$ 85,077	\$ 85,679	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 437,901
Local Tax Reimbursement	\$ 252,825	\$ 257,933	\$ 259,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,327,612
<b>Total MSHDA Reimbursement Balance</b>	\$ 688,446	\$ 345,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,765,512
<b>Interest Accrual</b>												
Interest Accrual	\$ 24,096	\$ 12,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857,873
State Tax Reimbursement	\$ -	\$ -	\$ 1,117	\$ 88,548	\$ 90,336	\$ 32,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,779
Local Tax Reimbursement	\$ -	\$ -	\$ 3,385	\$ 268,457	\$ 273,878	\$ 99,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645,094
<b>Total Interest Reimbursement Balance</b>	\$ 845,782	\$ 857,873	\$ 853,371	\$ 496,365	\$ 132,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857,873
<b>Total Annual Developer Reimbursement</b>	\$ 336,217	\$ 343,010	\$ 349,938	\$ 357,006	\$ 364,214	\$ 132,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,846,465
<b>LOCAL BROWNFIELD REVOLVING FUND</b>												
<b>LBRF Deposits *</b>												
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,033	\$ 285,047	\$ 290,799	\$ 296,666	\$ 302,651	\$ 308,756	\$ 1,663,952
<b>Total LBRF Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,033	\$ 285,047	\$ 290,799	\$ 296,666	\$ 302,651	\$ 308,756	\$ 1,663,952

\* Up to five years of capture for LBRF Deposits

Footnotes:

# **Attachment A**

## **Brownfield Plan Resolutions**

# **Attachment B**

## **Reimbursement Agreement**

# **Attachment C**

## **Site Plan**

**FIRE DEPT. NOTES**

- 1) COMBUSTIBLE BUILDING CONSTRUCTION SHALL NOT COMMENCE UNTIL FIRE HYDRANTS ARE OPERABLE AND ALL THE NECESSARY SURFACES ARE FLOORED FROM THE FIRE DEPARTMENT'S FIRE TRUCK FROM ONE FRONT WITHIN 40' OF ALL PORTIONS OF THE BUILDING. THIS FLOW IS BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING BASEMENT FOR A BUILDING OF TYPE A-3 CONSTRUCTION. SHOULD A BUILDING EXCEED 3600 SQUARE FEET, THE MINIMUM FIRE FLOW WILL BE BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING BASEMENT. 3) FIRE APPARATUS ACCESS ROADS LESS THAN 26.0' WIDE SHALL BE POSTED ON BOTH SIDES AS A FIRE LANE. 4) NO PARKING SIGNS SHALL BE INSTALLED AS REQUIRED BY THE CITY. 5) DEPOSITARY STREET SIGNS SHALL BE PROVIDED AS REQUIRED BY THE CITY. 6) WIDTH OF IMPROVED STREETS SHALL BE A MINIMUM OF 26.0 FEET BETWEEN BACKS OF CURBS. 7) AN ELECTRONIC COPY OF THE APPROVED SITE PLAN SHALL BE PROVIDED TO THE FIRE DEPARTMENT (PDF FORMAT).



*Pat J. Engstrom*

# CONSTRUCTION PLANS for 'COPPERLEAF' PHASE SIX of 'COPPERLEAF'

NOTE: 'COPPERLEAF' IS A SITE CONDOMINIUM AND PLANNED DEVELOPMENT WITH CITY OF PORTAGE PUBLIC STREETS

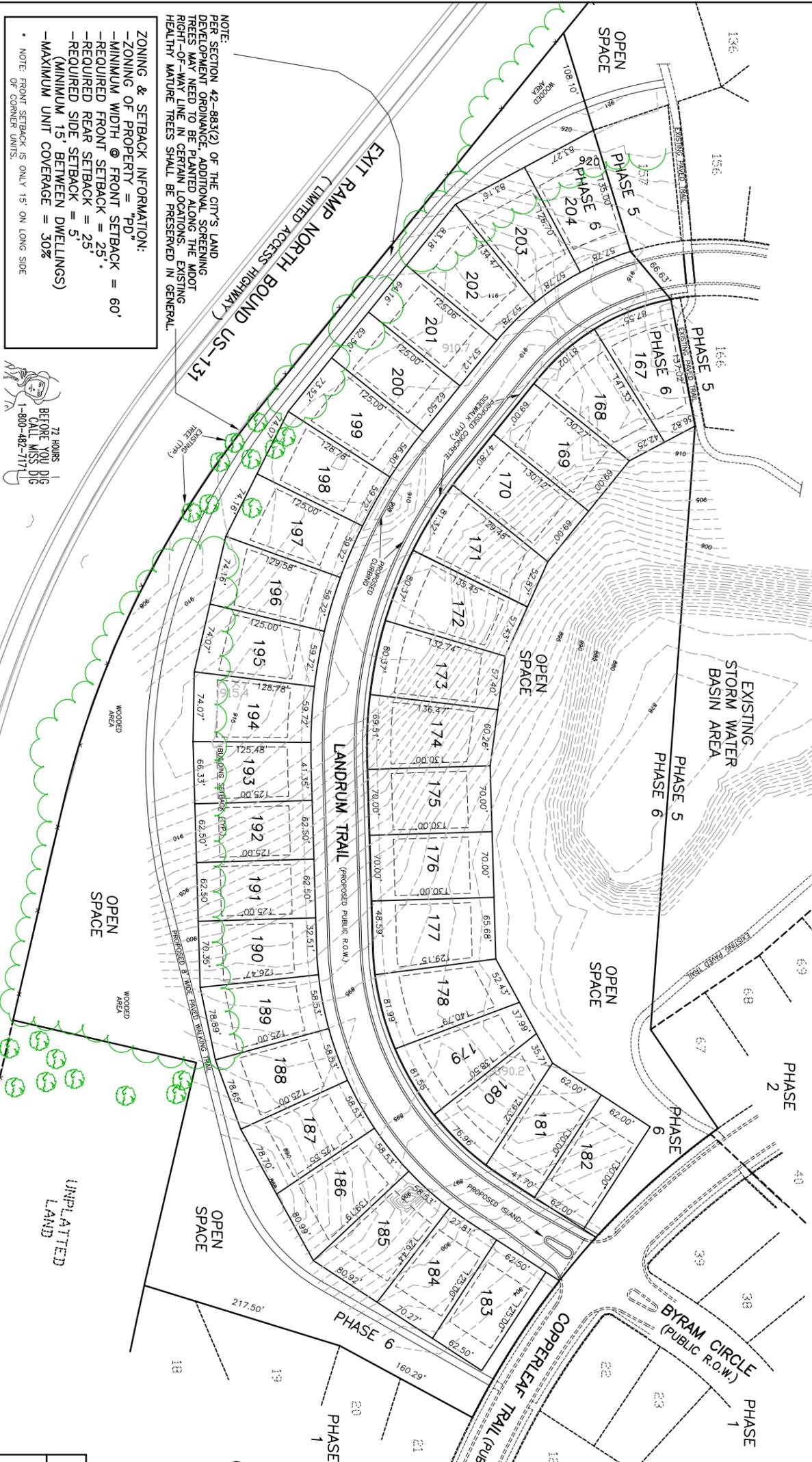
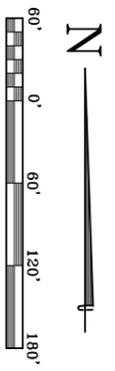
**EXISTING STORM WATER BASIN VOLUME**  
(FROM 878 TO 888) = 584,428 CF

AREA WITHIN 878 CONTOUR = 14,195 SF	VOLUME = 137,412 CF
AREA WITHIN 882 CONTOUR = 62,601 SF	VOLUME = 281,542 CF
AREA WITHIN 886 CONTOUR = 78,338 SF	VOLUME = 165,474 CF
AREA WITHIN 888 CONTOUR = 87,169 SF	TOTAL = 584,428 CF (878-888)

**SITE DATA:**

- ZONING OF PROPERTY = "PD"
- PHASE SIX AREA = 15.1 ACRES
- # OF UNITS IN PHASE SIX = 38
- DENSITY WITHIN PHASE SIX = 2.52 UNITS/ACRE
- DENSITY WITHIN PHASES ONE THRU SIX = 2.76 UNITS/ACRE

204 UNITS / 74.02 ACRES

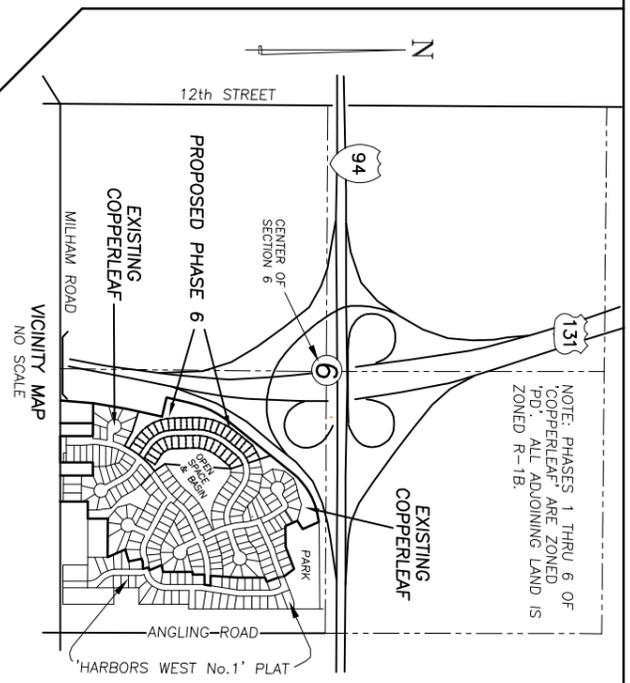


**NOTE:**  
PER SECTION 42-883(2) OF THE CITY'S LAND DEVELOPMENT ORDINANCE, ADDITIONAL SCREENING TREES MAY NEED TO BE PLANTED ALONG THE ADJUT RIGHT-OF-WAY LINE IN CERTAIN LOCATIONS. HEALTHY MATURE TREES SHALL BE PRESERVED IN GENERAL.

**ZONING & SETBACK INFORMATION:**  
-ZONING OF PROPERTY = "PD"  
-MINIMUM WIDTH @ FRONT SETBACK = 60'  
-REQUIRED FRONT SETBACK = 25'  
-REQUIRED REAR SETBACK = 25'  
-REQUIRED SIDE SETBACK = 5'  
(MINIMUM 15' BETWEEN DWELLINGS)  
-MAXIMUM UNIT COVERAGE = 30%

\* NOTE: FRONT SETBACK IS ONLY 15' ON LONG SIDE OF CORNER UNITS.

72 HOURS BEFORE YOU DIG  
CALL MISS DIG  
1-800-482-7177



NOTE: PHASES 1 THRU 6 OF 'COPPERLEAF' ARE ZONED PD. ALL ADJOINING LAND IS ZONED R-1B.

**GENERAL NOTES**

- 1) PROPERTY IS CURRENTLY ZONED "PD".
- 2) PUBLIC WATER MAIN SHALL BE AN 8 INCH DUCTILE IRON MAIN WITHIN A PUBLIC ROAD OR WITHIN AN EASEMENT TO THE CITY OF PORTAGE. WATER SERVICES SHALL BE 1.25 INCH OR LARGER.
- 3) PUBLIC SANITARY SEWER SHALL BE 8" PVC SEWER WITHIN A PUBLIC ROAD OR WITHIN AN EASEMENT TO THE CITY OF PORTAGE. SEWER LEADS SHALL BE 6 INCH PVC AND STORM WATER DISPOSAL SHALL BE THROUGH SOLID WALL STORM SEWER PIPE WITH POSITIVE OUTLET TO THE DISPOSAL AREA. SYSTEM SHALL COMPLY WITH CITY SPEC'S BE WATERHOUS AT MANHOLES SHALL BE WITH A RUBBER BOOT.
- 4) STORM WATER DISPOSAL SHALL BE THROUGH SOLID WALL STORM SEWER PIPE WITH POSITIVE OUTLET TO THE DISPOSAL AREA. SYSTEM SHALL COMPLY WITH CITY SPEC'S BE WATERHOUS AT MANHOLES SHALL BE WITH A RUBBER BOOT.
- 5) STORM WATER DISPOSAL SHALL BE THROUGH SOLID WALL STORM SEWER PIPE WITH POSITIVE OUTLET TO THE DISPOSAL AREA. SYSTEM SHALL COMPLY WITH CITY SPEC'S BE WATERHOUS AT MANHOLES SHALL BE WITH A RUBBER BOOT.
- 6) STORM WATER DISPOSAL SHALL BE THROUGH SOLID WALL STORM SEWER PIPE WITH POSITIVE OUTLET TO THE DISPOSAL AREA. SYSTEM SHALL COMPLY WITH CITY SPEC'S BE WATERHOUS AT MANHOLES SHALL BE WITH A RUBBER BOOT.
- 7) PRIVATE STREETS SHALL BE PUBLIC PAVED AND HAVE A MINIMUM WIDTH OF 32 FEET FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT (36" BETWEEN BACKS OF CURBS).
- 8) STREET LIGHTS, STREET SIGNS, AND HYDRANT SIGNS SHALL BE INSTALLED PER CITY.
- 9) SITE IS COVERED WITH TREES AND BRUSH.
- 10) ELEVATION DATUM IS U.S.C.S. DATUM AS PROVIDED WITHIN THE CITY OF PORTAGE.
- 11) CITY OF PORTAGE PRIOR TO ANY ON SITE GRADING ACTIVITIES.
- 12) CITY OF PORTAGE AND SEDIMENTATION CONTROL PERMIT SHALL BE OBTAINED FROM THE CITY OF PORTAGE PRIOR TO ANY ON SITE GRADING ACTIVITIES.
- 13) PROPERTY DOES NOT CONTAIN ANY DESIGNATED WETLANDS OR FLOODPLAINS.
- 14) A MAINTENANCE AND INDEMNIFICATION AGREEMENT SHALL BE CREATED FOR THE LANDSCAPED RETENTION AREA. THIS AGREEMENT SHALL BE INCLUDED IN THE MASTER DEED CONDOMINIUM DOCUMENTS.
- 15) SHOWN STREET NAMES ARE SUBJECT TO CITY APPROVAL AND COUNTY APPROVAL.
- 16) A MAINTENANCE AND INDEMNIFICATION AGREEMENT SHALL BE CREATED FOR THE LANDSCAPED RETENTION AREA. THIS AGREEMENT SHALL BE INCLUDED IN THE MASTER DEED CONDOMINIUM DOCUMENTS.

**SHEET INDEX:**

- 1) COVER SHEET
- 2) PLAN & PROFILE SHEET (NORTH HALF)
- 3) PLAN & PROFILE SHEET (SOUTH HALF)
- 4) GRADING PLAN / EROSION CONTROL PLAN
- 5) EROSION CONTROL DETAILS
- 6) CONSTRUCTION DETAILS & NOTES

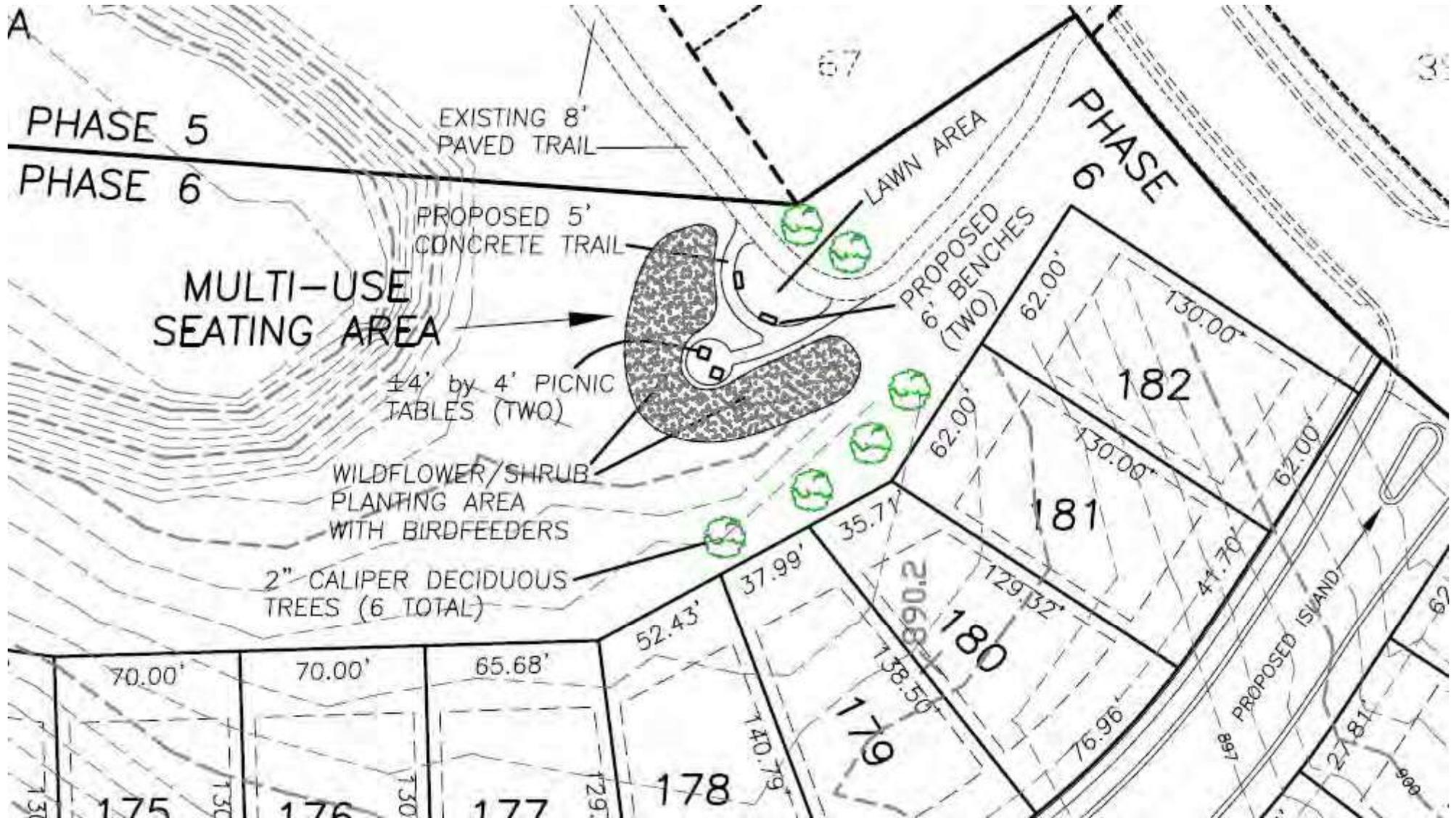
**OWNER & APPLICANT:**  
WESTVIEW CAPITAL, LLC  
2186 EAST CENTRE STREET  
PORTAGE, MI 49002  
(269) 321-2610

**COVER SHEET**  
**COPPERLEAF (PHASE 6)**  
PART OF SECTION 6, T. 3 S., R. 11 W., CITY OF PORTAGE, Kalamazoo County, MI

**MONUMENT ENGINEERING GROUP ASSOC., INC.**  
Formerly: Ingersoll, Watson & Mackintosh, Inc.  
1209 East Wilham Road, Suite B • Portage, Michigan 49002 • Phone 269 344-6165

DATE: 6/21/2023  
SHEET: 1 OF 6  
JOB NO.: 36273-6

REVISED: 6/28/2023  
REVISED: 7/21/2023



# **Attachment D**

## **Housing Study**

(To conserve space, the Kalamazoo County Housing Study is not included in the board packet.)

## COPPERLEAF PHASE 6

### 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 SWAN WFH COPPERLEAF PHASE 6, 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 or are suitable for work force housing, 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**”) of sites constituting “**Eligible Property**” under Act 381 to pay or reimburse the “**Eligible Costs**” of undertaking “**Eligible Activities**.”
- E. Developer is the owner of a parcel in the City located at **3800 West Milham Avenue, Portage, Michigan, 49024** (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. The Developer has undertaken discussion with the City regarding Eligible Activities that will be undertaken by the Developer, and the Plan reflects those discussions.
- G. The Developer intends to redevelop and improve the Property by establishing 38 single family homes, with 24 units for sale and 14 units for lease as workforce housing units to income restricted households with an average of 90% of Kalamazoo County Area Median Income for a period of ten (10) years for which this Agreement provides for reimbursement of housing subsidy financing gap costs. The Developer is materially relying on the existence and implementation of this Agreement in its decision to develop the Project.
- H. 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**” as described in the Plan and the “**381 Work Plan**” dated February 6, 2026, 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 \$5,846,465.00. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 and to set forth the Authority's commitments to the Project, and to establish the use of and the Authority's obligation to reimburse the Developer using Tax Increment Revenues for Developer's Eligible Costs within the parameters of this Development and Reimbursement Agreement.

- I. The Authority may retain funds to pay Administrative Costs from the annual Tax Increment Revenues attributable to the Property. The amount the Authority may retain shall not exceed the amounts permitted by Act 381.

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

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

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

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

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

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

4. **Term of Agreement.** Pursuant to the Plan, the Authority shall capture and reimburse the Developer the amount of Tax Increment Revenues 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 is anticipated to begin in **2027**, as stated in the Plan. In the event that the Project commencement is delayed, the associated collection of TIR may also be delayed. In such event, the collection of TIR will be commensurately delayed to reimburse the Developer's Eligible Costs, not to exceed the maximum time allowed under Act 381. The Authority shall capture and reimburse Developer as provided in this Section 4 through that date which is the earlier of when the events in Paragraph 4.1 or Paragraph 4.2 shall have occurred (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 or otherwise allowed pursuant to this Agreement, 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 **25** 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. The Authority shall extend to the Developer the benefits outlined in the Plan, subject to the provisions of Act 381. Those benefits include reimbursement for Eligible Activities from Tax Increment Revenues as more fully set forth in Paragraph 8. These Eligible Activities may include, subject to the limitations in the Plan, demolition, site preparation (soil removal, grading, filling, etc.), parking facility and other infrastructure improvements, environmental assessment, due care obligations, or environmental response activities; the services of various contractors, engineers, environmental consultants, attorneys, and other professionals retained regarding such activities, and Housing Subsidy Financing Gap Costs, in each case to a dollar amount not to exceed the costs estimated, anticipated, or otherwise set forth in the Plan.

**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 periodically 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.**" In addition, upon completion of constructing the Project, the Developer shall submit final certificates of occupancy, the date of which shall document Project completion (the "**Completion Date**"). Except for reimbursement requests for Housing Subsidy Financing Gap Costs as provided in Paragraph 8.2, after the Developer has completed the Project and, in no event, more than 12 months following the Completion Date, the Developer shall submit to the Authority the above documentation of the Eligible Costs incurred by the Developer for the Project to the extent not previously submitted. Failure to provide the above-noted information by that date which is 12 months after the

Completion Date may result in foregone reimbursement to the Developer by the Authority for Eligible Costs that have not been requested within that time frame described above.

**8.2 Housing Subsidy Financing Gap Cost Reimbursement Request.** Not more than once annually, Developer may request reimbursement from the Authority of Eligible Costs consisting of Housing Subsidy Financing Gap Costs. Such reimbursement requests shall include written certification of the Developer's compliance with the Work Force Housing Set-Aside, as defined in Paragraph 10.2. and shall be delivered annually no later than March 1 of each year during the Housing Subsidy Financing Gap Cost period.

**8.3 Authority Staff Review.** The Authority Staff shall review each reimbursement request under Paragraph 8.1 or 8.2, as applicable, 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 Authority's determination, and the Authority shall issue a final determination within 45 days thereafter. 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.

**8.4 Reimbursement.** Promptly after collection of each of the summer and winter taxes on the Property, the Authority shall reimburse its Administrative Costs and pay all outstanding 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 H of the Recitals, or the repayment obligation expires, whichever occurs first. The Developer shall not be entitled to reimbursement under this Agreement unless all real and personal property taxes owed by the Developer have been timely and completely paid, including all penalties, interest, and other amounts due in relation thereto when due. For purposes of this Agreement, to be paid in a timely manner, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date. The Developer's reimbursed Eligible Costs, inclusive of contingency and interest, shall not exceed those estimated, anticipated, or otherwise set forth in the Plan.

**8.5 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:

SWAN WFH COPPERLEAF PHASE 6, LLC  
c/o Tom Larabel, VP of Land Development  
2186 E. Centre Ave.  
Portage, MI 49002

**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, through issuance of a final, non-appealable order by a court of competent jurisdiction. 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. If the Developer is unsuccessful in such an appeal, the Developer shall be responsible for payment of all the City and Authority's legal fees associated with: (a) any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and (b) the review or determination of such issues by any state agency or court.

**9.2 Property Tax Appeal:** In the event the Developer, , files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels of property included in the 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 eighty (180) 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:

- a. 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.
- b. 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:
  - i. Monthly rent for fourteen (14) WFH Units shall not exceed an average Rent by Bedroom at 90%, nor a maximum Rent by Bedroom of 120%, for a period of ten (10) years per Exhibit C. After the ten years expires, Developer may charge market rates for all of these units or sell the units at their discretion.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

g. Developer shall provide annual written certifications to the Authority as provided in Paragraphs 8.2. and 8.3.

h. 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 cooperate and utilize its best efforts to obtain any governmental approvals required to complete the Project and facilitate the work force housing contemplated by this Agreement. 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 housing 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. 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** Except as otherwise provided in this Agreement, 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.

**14. Remedies upon Default.** If any event of default as defined above shall occur and such undisputed failure shall 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.

(b) 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.

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

Following a default by the Developer, the Authority shall not 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 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 is proceeding in good faith to cure but in no event more than three (3) months after written notice), 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 Act 381. 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 Act 381 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: SWAN WFH COPPERLEAF PHASE 6, LLC  
c/o Brian Farkas  
2186 E. Centre Ave.  
Portage, MI, 49002

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 reasonable 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 in excess of the amount of tax increment revenues the Authority is determined by a final non-appealable order from a court of competent jurisdiction to be allowed by law to use for that reimbursement, and (ii) any negligent act or omission by the Developer, its officers, directors, employees, agents, or contractors arising out of the performance of Eligible Activities on the Property.

**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, and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed, *provided, however,* the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided,* any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further,* that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by Authority's legal counsel and approval of the Authority's Board Chair. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer.

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

CITY OF PORTAGE BROWNFIELD  
REDEVELOPMENT AUTHORITY

By \_\_\_\_\_

Print Name: Keith Lewandowski

Title: BRA Chairperson

Date \_\_\_\_\_

DEVELOPER  
SWAN WFH COPPERLEAF PHASE 6, 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

3800 W Milham Avenue Parcel ID: 10-00006-145-G 21.16 Acres  
Portage, MI 49024

Legal Description:

COPPERLEAF FUTURE DEVELOPMENT AREA PHASE VI. SPLIT ON 10/19/2021 FROM 00006-145-F

DRAFT

Exhibit B – Copy of Brownfield Plan

DRAFT

Exhibit C – MSHDA Rent Report

DRAFT

**MATERIALS TRANSMITTED**

March 19, 2026

1. Communication from the City Manager regarding the Monthly Financial Reports for November and December 2025 – Information Only.
2. Communication from the City Manager regarding Form 5572 The Protecting Local Government Retirement and Benefits Act – Information Only.
3. Communication from the City Attorney regarding the Comstock Public Schools Battery Energy Storage Systems (BESS) report – Information Only.



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Pat McGinnis, City Manager

cc Adam Herringa, Chief Operating Officer  
Peter Dame, Chief Development Officer



**MATERIALS TRANSMITTED**  
**March 16, 2025**

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Monthly Financial Reports

**SUPPORTING PERSONNEL:** Lauren VanderVeen, Finance Director

Prudent practices require that the governing body be periodically apprised of the ongoing financial status of city operations. Attached is a report of revenue and expenditure levels as compared to budget through November and December 2025.

**Attachments:** November 2025 Budget to Actual Report  
December 2025 Budget to Actual Report



### Nov 2025 Budget to Actuals

Percentage of Year Completed **42%**

	25-26 AMENDED		Percent of Amended Collected/Used
	BUDGET	25-2026 ACTIVITY	
<b>101-General Fund</b>			
<b>Revenue</b>			
000.00-General Government	\$ 32,975,529.00	\$ 24,408,434.18	74.02%
101.00-City Council	\$ -	\$ -	100.00%
172.00-City Manager	\$ 500.00	\$ -	0.00%
215.00-City Clerk	\$ 102,750.00	\$ 44,889.56	43.69%
219.00-Public Information	\$ 186,924.00	\$ 26.99	0.01%
228.00-Technology Services	\$ 3,000.00	\$ -	0.00%
253.00-Finance Treasury	\$ 245,500.00	\$ 134,920.28	54.96%
257.00-Assessor	\$ -	\$ -	100.00%
262.00-City Clerk Elections	\$ 19,000.00	\$ -	0.00%
265.06-Police Facility Management	\$ -	\$ -	100.00%
265.18-Building Maint - 9303 Portage Road	\$ 27,600.00	\$ 11,500.00	41.67%
270.00-Human Resources	\$ -	\$ 568.00	100.00%
273.00-Comm Dev Building Services	\$ 800,000.00	\$ 440,542.88	55.07%
305.00-Police Administration	\$ 172,033.00	\$ 114,056.86	66.30%
311.00-Police Patrol	\$ 1,250.00	\$ 1,980.04	158.40%
320.00-Police Training	\$ -	\$ -	100.00%
320.01-Police Training-Grant Funded	\$ 20,000.00	\$ 13,204.80	66.02%
325.00-Police Public Safety Dispatch	\$ -	\$ -	100.00%
329.00-Police Drug Law Enforcement	\$ 30,000.00	\$ 30,000.00	100.00%
336.00-Fire Operations	\$ -	\$ -	100.00%
337.00-Fire Admin	\$ 100.00	\$ -	0.00%
341.00-Fire Prevention	\$ 950.00	\$ 255.00	26.84%
342.00-Fire Training	\$ -	\$ -	100.00%
567.00-Cemeteries	\$ 83,500.00	\$ 31,586.80	37.83%
672.00-Senior Center	\$ 608,750.00	\$ 186,531.61	30.64%
672.01-Senior Center Trips	\$ 350,000.00	\$ 11,593.60	3.31%
672.02-Senior Center Activities	\$ 110,000.00	\$ 30,000.00	27.27%
701.00-Comm Dev Planning & Development	\$ 50,050.00	\$ 25,556.00	51.06%
702.00-Comm Dev Neighborhood Services	\$ 231,000.00	\$ 301,596.09	130.56%
751.00-Parks & Rec - Parks	\$ 104,000.00	\$ 40,910.08	39.34%



### Nov 2025 Budget to Actuals

Percentage of Year Completed **42%**

	25-26 AMENDED		Percent of Amended Collected/Used
	BUDGET	25-2026 ACTIVITY	
751.01-Parks & Rec - Kalamazoo In Bloom	\$ -	\$ -	100.00%
751.03-Parks & Rec - Farmers Market	\$ 16,230.00	\$ 6,049.23	37.27%
751.04-Parks & Rec - Team Sports	\$ 59,450.00	\$ 19,820.00	33.34%
751.06-Parks & Rec - Programs	\$ 17,110.00	\$ 17,336.64	101.32%
751.07-Parks & Rec - Ramona Park	\$ 89,000.00	\$ 45,779.25	51.44%
751.08-Parks & Rec - Special Events	\$ 7,000.00	\$ 25,348.75	362.13%
751.09-Parks & Rec - Millennium Park	\$ 44,300.00	\$ -	0.00%
770.00-Parks Maintenance	\$ 1,000.00	\$ 6,642.64	664.26%
967.00-Emergency Management - Tornado 5/7/2	\$ -	\$ -	100.00%
<b>Revenue Total</b>	<b>\$ 36,356,526.00</b>	<b>\$ 25,949,129.28</b>	<b>71.37%</b>
<b>Expenditure</b>			
101.00-City Council	\$ 137,986.00	\$ 32,694.66	23.69%
101.01-City Council - Human Services	\$ 216,000.00	\$ 20,250.00	9.38%
172.00-City Manager	\$ 989,338.00	\$ 304,127.39	30.74%
191.00-Finance Accounting	\$ 383,152.00	\$ 111,236.14	29.03%
212.00-Finance & Budget	\$ 431,252.00	\$ 158,808.95	36.83%
215.00-City Clerk	\$ 236,563.00	\$ 100,094.69	42.31%
216.00-City Clerk Records Management	\$ 123,582.00	\$ 42,217.82	34.16%
219.00-Public Information	\$ 585,655.00	\$ 258,493.75	44.14%
228.00-Technology Services	\$ 1,213,091.98	\$ 641,710.48	52.90%
233.00-Purchasing	\$ 134,223.00	\$ 29,784.65	22.19%
240.00-Purchasing Risk Management	\$ 28,602.00	\$ 6,979.88	24.40%
247.00-Assessor Board Of Review	\$ 7,430.00	\$ 210.76	2.84%
253.00-Finance Treasury	\$ 240,024.00	\$ 92,920.48	38.71%
257.00-Assessor	\$ 577,598.00	\$ 219,204.86	37.95%
262.00-City Clerk Elections	\$ 279,666.00	\$ 110,697.91	39.58%
265.00-Building Maint - City Hall	\$ 323,285.00	\$ 66,369.37	20.53%
265.06-Police Facility Management	\$ 263,699.00	\$ 66,416.06	25.19%
265.08-Fire Facility Management	\$ 208,552.00	\$ 43,955.40	21.08%
265.09-Building Maint - Community Senior Center	\$ 110,208.00	\$ 27,552.00	25.00%
265.14-Building Maint - Parks & Rec	\$ 130,888.17	\$ 36,938.62	28.22%
265.17-Building Maint - Other City Properties	\$ 10,000.00	\$ 5,845.87	58.46%



## Nov 2025 Budget to Actuals

Percentage of Year Completed **42%**

	25-26 AMENDED		Percent of Amended Collected/Used
	BUDGET	25-2026 ACTIVITY	
265.18-Building Maint - 9303 Portage Road	\$ 17,460.00	\$ 920.00	5.27%
266.00-Attorney	\$ 390,600.00	\$ 120,889.53	30.95%
270.00-Human Resources	\$ 972,056.00	\$ 305,343.90	31.41%
272.00-City-Wide Services	\$ 833,070.00	\$ 312,030.16	37.46%
273.00-Comm Dev Building Services	\$ 683,328.00	\$ 225,781.10	33.04%
305.00-Police Administration	\$ 1,323,037.00	\$ 383,950.66	29.02%
305.03-Police Emergency Sirens	\$ 33,666.00	\$ 12,856.25	38.19%
306.00-Police Youth Services	\$ 787,745.00	\$ 228,081.43	28.95%
310.00-Police Investigation	\$ 1,250,605.00	\$ 448,129.40	35.83%
311.00-Police Patrol	\$ 7,156,797.00	\$ 3,059,433.17	42.75%
312.00-Police Records & PST	\$ 761,606.00	\$ 221,481.94	29.08%
320.00-Police Training	\$ 350,657.00	\$ 118,763.68	33.87%
320.01-Police Training-Grant Funded	\$ 7,000.00	\$ 3,721.46	53.16%
325.00-Police Public Safety Dispatch	\$ 13,425.00	\$ 2,400.00	17.88%
329.00-Police Drug Law Enforcement	\$ 303,883.00	\$ 102,683.79	33.79%
336.00-Fire Operations	\$ 4,673,566.11	\$ 1,688,637.53	36.13%
336.02-Fire - Aerial Truck Replacement	\$ 212,548.00	\$ 212,547.08	100.00%
337.00-Fire Admin	\$ 984,593.00	\$ 228,538.88	23.21%
337.01-Fire On Call Firefighters	\$ 52,868.00	\$ 998.96	1.89%
339.00-Fire Emergency Operations	\$ 5,100.00	\$ 1,460.00	28.63%
341.00-Fire Prevention	\$ 348,141.00	\$ 118,965.42	34.17%
342.00-Fire Training	\$ 290,372.00	\$ 61,398.10	21.14%
567.00-Cemeteries	\$ 85,517.00	\$ 22,377.60	26.17%
672.00-Senior Center	\$ 1,376,312.00	\$ 424,893.75	30.87%
672.01-Senior Center Trips	\$ 354,081.00	\$ 22,451.18	6.34%
701.00-Comm Dev Planning & Development	\$ 1,035,919.75	\$ 268,004.19	25.87%
702.00-Comm Dev Neighborhood Services	\$ 554,192.00	\$ 152,595.72	27.53%
751.00-Parks & Rec - Parks	\$ 1,058,823.00	\$ 340,695.93	32.18%
751.01-Parks & Rec - Kalamazoo In Bloom	\$ 22,000.00	\$ -	0.00%
751.02-Parks & Rec - Admin	\$ 319,863.00	\$ 88,854.42	27.78%
751.03-Parks & Rec - Farmers Market	\$ 98,564.00	\$ 28,122.23	28.53%
751.04-Parks & Rec - Team Sports	\$ 26,850.00	\$ 17,781.71	66.23%
751.06-Parks & Rec - Programs	\$ 45,700.00	\$ 16,433.64	35.96%



### Nov 2025 Budget to Actuals

Percentage of Year Completed **42%**

	25-26 AMENDED		Percent of Amended Collected/Used
	BUDGET	25-2026 ACTIVITY	sed
751.07-Parks & Rec - Ramona Park	\$ 178,186.00	\$ 91,275.92	51.23%
751.08-Parks & Rec - Special Events	\$ 181,274.00	\$ 76,118.47	41.99%
751.09-Parks & Rec - Millennium Park	\$ 119,719.00	\$ 12,405.63	10.36%
770.00-Parks Maintenance	\$ 1,985,849.06	\$ 556,856.32	28.04%
966.00-Transfers Out	\$ 2,798,379.80	\$ 1,897,962.80	67.82%
967.00-Emergency Management - Tornado 5/7/2.	\$ -	\$ 52,415.75	100.00%
967.01-Emergency Management - Storm 6/16/24	\$ -	\$ -	100.00%
<b>Expenditure Total</b>	<b>\$ 38,324,147.87</b>	<b>\$ 14,304,767.44</b>	<b>37.33%</b>



### Nov 2025 Budget to Actuals

Percentage of Year Completed

42%

	2025-26 AMENDED		Percent of
	BUDGET	2025-26 ACTIVITY	Amended Collected/Used
<b>101-General Fund</b>			
Expenditure	\$ 38,324,147.87	\$ 14,304,767.44	37.33%
Revenue	\$ 36,356,526.00	\$ 25,949,129.28	71.37%
<b>151-Cemetery Trust Fund</b>			
Expenditure	\$ 15,000.00	\$ 2,150.00	14.33%
Revenue	\$ 75,000.00	\$ 67,177.52	89.57%
<b>202-Major Street Fund</b>			
Expenditure	\$ 6,774,077.06	\$ 1,300,914.70	19.20%
Revenue	\$ 6,497,667.00	\$ 2,547,875.77	39.21%
<b>203-Local Streets Fund</b>			
Expenditure	\$ 3,429,684.99	\$ 1,122,905.07	32.74%
Revenue	\$ 2,764,225.00	\$ 792,326.92	28.66%
<b>204-Municipal Streets Fund</b>			
Expenditure	\$ 1,861,687.00	\$ -	0.00%
Revenue	\$ 1,861,687.00	\$ 1,810,187.69	97.23%
<b>223-Curbside Recycling Fund</b>			
Expenditure	\$ 1,115,225.00	\$ 304,356.18	27.29%
Revenue	\$ 1,115,225.00	\$ 967,552.87	86.76%
<b>230-CDBG Program Income Fund</b>			
Expenditure	\$ 50,000.00	\$ 22,342.00	44.68%
Revenue	\$ 50,000.00	\$ 51,360.11	102.72%
<b>236-Leaf Pickup / Spring Cleanup Fund</b>			
Expenditure	\$ 1,092,507.00	\$ 224,240.87	20.53%
Revenue	\$ 1,078,164.00	\$ 961,321.60	89.16%
<b>242-Local Brownfield Revolving Fund</b>			
Expenditure	\$ 54,377.00	\$ -	0.00%
Revenue	\$ 54,377.00	\$ 187.20	0.34%
<b>243-Brownfield Redevelopment Authority Fund</b>			
Expenditure	\$ 946,088.00	\$ 181,957.00	19.23%
Revenue	\$ 946,088.00	\$ 689,969.44	72.93%
<b>251-Austin Lake Weed Mgmt</b>			
Expenditure	\$ 91,001.00	\$ 7,331.00	8.06%
Revenue	\$ 91,001.00	\$ 89,286.24	98.12%
<b>252-West Lake Weed Mgmt</b>			
Expenditure	\$ 55,200.00	\$ 34,522.50	62.54%
Revenue	\$ 55,200.00	\$ 1,079.38	1.96%



### Nov 2025 Budget to Actuals

Percentage of Year Completed

42%

	2025-26 AMENDED		Percent of
	BUDGET	2025-26 ACTIVITY	Amended Collected/Used
<b>266-Law Enforcement Fund</b>			
Expenditure	\$ 165,900.00	\$ 83,627.84	50.41%
Revenue	\$ 165,900.00	\$ 60,017.16	36.18%
<b>284-Opioid Settlement Fund</b>			
Expenditure	\$ 80,668.00	\$ -	0.00%
Revenue	\$ 80,668.00	\$ 20,028.89	24.83%
<b>296-CDBG Fund</b>			
Expenditure	\$ 317,726.92	\$ 160,667.77	50.57%
Revenue	\$ 317,726.92	\$ -	0.00%
<b>297-Grants Fund</b>			
Expenditure	\$ 337,121.77	\$ 125,243.47	37.15%
Revenue	\$ 322,500.00	\$ 50,000.00	15.50%
<b>298-Cable Television Fund</b>			
Expenditure	\$ 619,263.93	\$ 80,543.93	13.01%
Revenue	\$ 590,850.00	\$ 248,369.13	42.04%
<b>401-Capital Project Fund</b>			
Expenditure	\$ 46,055,869.17	\$ 10,296,500.90	22.36%
Revenue	\$ 15,065,859.17	\$ 8,753,197.08	58.10%
<b>460-Sewer CIP Fund</b>			
Expenditure	\$ 8,703,109.46	\$ 160,000.00	1.84%
Revenue	\$ 7,145,000.00	\$ -	0.00%
<b>461-Water CIP Fund</b>			
Expenditure	\$ 9,119,199.69	\$ 153,053.18	1.68%
Revenue	\$ 10,874,183.92	\$ 57,444.49	0.53%
<b>590-Sewer Fund</b>			
Expenditure	\$ 12,873,917.29	\$ 3,485,103.88	27.07%
Revenue	\$ 12,677,175.00	\$ 6,350,990.08	50.10%
<b>591-Water Fund</b>			
Expenditure	\$ 7,820,180.86	\$ 2,131,874.38	27.26%
Revenue	\$ 8,662,573.16	\$ 4,859,122.13	56.09%
<b>661-Fleet and Facilities</b>			
Expenditure	\$ 4,644,635.71	\$ 1,452,916.39	31.28%
Revenue	\$ 3,841,051.71	\$ 161,666.20	4.21%



## Dec 2025 Budget to Actuals

Percentage of Year Completed **50%**

	25-26 AMENDED		Percent of Amended Collected/U sed
	BUDGET	25-2026 ACTIVITY	
<b>101-General Fund</b>			
<b>Revenue</b>			
000.00-General Government	\$ 32,975,529.00	\$ 25,770,015.00	78.15%
101.00-City Council	\$ -	\$ -	100.00%
172.00-City Manager	\$ 500.00	\$ -	0.00%
215.00-City Clerk	\$ 102,750.00	\$ 46,204.62	44.97%
219.00-Public Information	\$ 186,924.00	\$ 476.99	0.26%
228.00-Technology Services	\$ 3,000.00	\$ -	0.00%
253.00-Finance Treasury	\$ 245,500.00	\$ 191,143.19	77.86%
257.00-Assessor	\$ -	\$ -	100.00%
262.00-City Clerk Elections	\$ 19,000.00	\$ -	0.00%
265.06-Police Facility Management	\$ -	\$ -	100.00%
265.18-Building Maint - 9303 Portage Road	\$ 27,600.00	\$ 13,800.00	50.00%
270.00-Human Resources	\$ -	\$ 568.00	100.00%
273.00-Comm Dev Building Services	\$ 800,000.00	\$ 495,003.40	61.88%
305.00-Police Administration	\$ 172,033.00	\$ 125,785.40	73.12%
311.00-Police Patrol	\$ 1,250.00	\$ 2,020.04	161.60%
320.00-Police Training	\$ -	\$ -	100.00%
320.01-Police Training-Grant Funded	\$ 20,000.00	\$ 13,204.80	66.02%
325.00-Police Public Safety Dispatch	\$ -	\$ -	100.00%
329.00-Police Drug Law Enforcement	\$ 30,000.00	\$ 30,000.00	100.00%
336.00-Fire Operations	\$ -	\$ -	100.00%
337.00-Fire Admin	\$ 100.00	\$ -	0.00%
341.00-Fire Prevention	\$ 950.00	\$ 255.00	26.84%
342.00-Fire Training	\$ -	\$ -	100.00%
567.00-Cemeteries	\$ 83,500.00	\$ 44,146.80	52.87%
672.00-Senior Center	\$ 608,750.00	\$ 238,612.38	39.20%
672.01-Senior Center Trips	\$ 350,000.00	\$ 261,601.40	74.74%
672.02-Senior Center Activities	\$ 110,000.00	\$ 60,000.00	54.55%
701.00-Comm Dev Planning & Development	\$ 50,050.00	\$ 28,051.40	56.05%
702.00-Comm Dev Neighborhood Services	\$ 231,000.00	\$ 344,539.20	149.15%
751.00-Parks & Rec - Parks	\$ 104,000.00	\$ 42,877.03	41.23%



## Dec 2025 Budget to Actuals

Percentage of Year Completed **50%**

	25-26 AMENDED			Percent of Amended Collected/U sed
	BUDGET	25-2026 ACTIVITY		
751.01-Parks & Rec - Kalamazoo In Bloom	\$ -	\$ -		100.00%
751.03-Parks & Rec - Farmers Market	\$ 16,230.00	\$ 6,249.23		38.50%
751.04-Parks & Rec - Team Sports	\$ 59,450.00	\$ 19,820.00		33.34%
751.06-Parks & Rec - Programs	\$ 17,110.00	\$ 17,336.64		101.32%
751.07-Parks & Rec - Ramona Park	\$ 89,000.00	\$ 45,779.25		51.44%
751.08-Parks & Rec - Special Events	\$ 7,000.00	\$ 27,073.75		386.77%
751.09-Parks & Rec - Millennium Park	\$ 44,300.00	\$ -		0.00%
770.00-Parks Maintenance	\$ 1,000.00	\$ 6,642.64		664.26%
967.00-Emergency Management - Tornado 5/7/2	\$ -	\$ -		100.00%
<b>Revenue Total</b>	<b>\$ 36,356,526.00</b>	<b>\$ 27,831,206.16</b>		<b>76.55%</b>
<b>Expenditure</b>				
101.00-City Council	\$ 137,986.00	\$ 58,204.58		42.18%
101.01-City Council - Human Services	\$ 216,000.00	\$ 20,250.00		9.38%
172.00-City Manager	\$ 989,338.00	\$ 415,181.63		41.97%
191.00-Finance Accounting	\$ 383,152.00	\$ 153,631.14		40.10%
212.00-Finance & Budget	\$ 431,252.00	\$ 213,108.54		49.42%
215.00-City Clerk	\$ 236,563.00	\$ 127,402.23		53.86%
216.00-City Clerk Records Management	\$ 123,582.00	\$ 55,956.59		45.28%
219.00-Public Information	\$ 585,655.00	\$ 312,699.13		53.39%
228.00-Technology Services	\$ 1,213,091.98	\$ 727,493.47		59.97%
233.00-Purchasing	\$ 134,223.00	\$ 43,003.28		32.04%
240.00-Purchasing Risk Management	\$ 28,602.00	\$ 9,753.53		34.10%
247.00-Assessor Board Of Review	\$ 7,430.00	\$ 470.32		6.33%
253.00-Finance Treasury	\$ 240,024.00	\$ 118,593.25		49.41%
257.00-Assessor	\$ 577,598.00	\$ 314,242.05		54.40%
262.00-City Clerk Elections	\$ 279,666.00	\$ 135,246.05		48.36%
265.00-Building Maint - City Hall	\$ 323,285.00	\$ 110,658.83		34.23%
265.06-Police Facility Management	\$ 263,699.00	\$ 94,654.08		35.89%
265.08-Fire Facility Management	\$ 208,552.00	\$ 57,311.36		27.48%
265.09-Building Maint - Community Senior Cente	\$ 110,208.00	\$ 55,104.00		50.00%
265.14-Building Maint - Parks & Rec	\$ 130,888.17	\$ 60,934.92		46.55%
265.17-Building Maint - Other City Properties	\$ 10,000.00	\$ 5,845.87		58.46%



## Dec 2025 Budget to Actuals

Percentage of Year Completed **50%**

	25-26 AMENDED		Percent of Amended Collected/Used
	BUDGET	25-2026 ACTIVITY	
265.18-Building Maint - 9303 Portage Road	\$ 17,460.00	\$ 920.00	5.27%
266.00-Attorney	\$ 390,600.00	\$ 148,118.02	37.92%
270.00-Human Resources	\$ 972,056.00	\$ 392,298.65	40.36%
272.00-City-Wide Services	\$ 833,070.00	\$ 379,380.59	45.54%
273.00-Comm Dev Building Services	\$ 683,328.00	\$ 285,058.91	41.72%
305.00-Police Administration	\$ 1,323,037.00	\$ 607,459.94	45.91%
305.03-Police Emergency Sirens	\$ 33,666.00	\$ 12,856.25	38.19%
306.00-Police Youth Services	\$ 787,745.00	\$ 311,018.92	39.48%
310.00-Police Investigation	\$ 1,250,605.00	\$ 596,487.54	47.70%
311.00-Police Patrol	\$ 7,156,797.00	\$ 3,966,558.13	55.42%
312.00-Police Records & PST	\$ 761,606.00	\$ 305,795.17	40.15%
320.00-Police Training	\$ 350,657.00	\$ 153,187.59	43.69%
320.01-Police Training-Grant Funded	\$ 7,000.00	\$ 4,043.68	57.77%
325.00-Police Public Safety Dispatch	\$ 13,425.00	\$ 2,400.00	17.88%
329.00-Police Drug Law Enforcement	\$ 303,883.00	\$ 139,688.36	45.97%
336.00-Fire Operations	\$ 4,673,566.11	\$ 2,232,889.70	47.78%
336.02-Fire - Aerial Truck Replacement	\$ 212,548.00	\$ 212,547.08	100.00%
337.00-Fire Admin	\$ 984,593.00	\$ 328,563.94	33.37%
337.01-Fire On Call Firefighters	\$ 52,868.00	\$ 1,055.09	2.00%
339.00-Fire Emergency Operations	\$ 5,100.00	\$ 1,460.00	28.63%
341.00-Fire Prevention	\$ 348,141.00	\$ 154,902.62	44.49%
342.00-Fire Training	\$ 290,372.00	\$ 17,729.49	6.11%
567.00-Cemeteries	\$ 85,517.00	\$ 30,870.36	36.10%
672.00-Senior Center	\$ 1,376,312.00	\$ 558,177.24	40.56%
672.01-Senior Center Trips	\$ 354,081.00	\$ 257,870.49	72.83%
701.00-Comm Dev Planning & Development	\$ 1,035,919.75	\$ 336,236.69	32.46%
702.00-Comm Dev Neighborhood Services	\$ 554,192.00	\$ 186,362.30	33.63%
751.00-Parks & Rec - Parks	\$ 1,058,823.00	\$ 417,769.54	39.46%
751.01-Parks & Rec - Kalamazoo In Bloom	\$ 22,000.00	\$ -	0.00%
751.02-Parks & Rec - Admin	\$ 319,863.00	\$ 120,381.69	37.64%
751.03-Parks & Rec - Farmers Market	\$ 98,564.00	\$ 33,404.55	33.89%
751.04-Parks & Rec - Team Sports	\$ 26,850.00	\$ 22,017.55	82.00%
751.06-Parks & Rec - Programs	\$ 45,700.00	\$ 18,845.14	41.24%



### Dec 2025 Budget to Actuals

Percentage of Year Completed **50%**

	25-26 AMENDED		Percent of Amended Collected/Used
	BUDGET	25-2026 ACTIVITY	sed
751.07-Parks & Rec - Ramona Park	\$ 178,186.00	\$ 91,275.92	51.23%
751.08-Parks & Rec - Special Events	\$ 181,274.00	\$ 89,863.84	49.57%
751.09-Parks & Rec - Millennium Park	\$ 119,719.00	\$ 23,649.56	19.75%
770.00-Parks Maintenance	\$ 1,985,849.06	\$ 721,425.60	36.33%
966.00-Transfers Out	\$ 2,798,379.80	\$ 1,897,962.80	67.82%
967.00-Emergency Management - Tornado 5/7/2.	\$ -	\$ 111,490.75	100.00%
967.01-Emergency Management - Storm 6/16/24	\$ -	\$ -	100.00%
<b>Expenditure Total</b>	<b>\$ 38,324,147.87</b>	<b>\$ 18,261,768.54</b>	<b>47.65%</b>



### Dec 2025 Budget to Actuals

Percentage of Year Completed

50%

	2025-26 AMENDED		Percent of
	BUDGET	2025-26 ACTIVITY	Amended Collected/Used
<b>101-General Fund</b>			
Expenditure	\$ 38,324,147.87	\$ 18,261,768.54	47.65%
Revenue	\$ 36,356,526.00	\$ 27,831,206.16	76.55%
<b>151-Cemetery Trust Fund</b>			
Expenditure	\$ 15,000.00	\$ 2,150.00	14.33%
Revenue	\$ 75,000.00	\$ 83,677.52	111.57%
<b>202-Major Street Fund</b>			
Expenditure	\$ 6,774,077.06	\$ 1,515,426.51	22.37%
Revenue	\$ 6,497,667.00	\$ 2,933,592.90	45.15%
<b>203-Local Streets Fund</b>			
Expenditure	\$ 3,429,684.99	\$ 1,256,536.15	36.64%
Revenue	\$ 2,764,225.00	\$ 911,138.88	32.96%
<b>204-Municipal Streets Fund</b>			
Expenditure	\$ 1,861,687.00	\$ -	0.00%
Revenue	\$ 1,861,687.00	\$ 1,827,106.41	98.14%
<b>223-Curbside Recycling Fund</b>			
Expenditure	\$ 1,115,225.00	\$ 379,557.91	34.03%
Revenue	\$ 1,115,225.00	\$ 976,515.49	87.56%
<b>230-CDBG Program Income Fund</b>			
Expenditure	\$ 50,000.00	\$ 22,342.00	44.68%
Revenue	\$ 50,000.00	\$ 51,860.11	103.72%
<b>236-Leaf Pickup / Spring Cleanup Fund</b>			
Expenditure	\$ 1,092,507.00	\$ 461,475.95	42.24%
Revenue	\$ 1,078,164.00	\$ 970,182.46	89.98%
<b>242-Local Brownfield Revolving Fund</b>			
Expenditure	\$ 54,377.00	\$ -	0.00%
Revenue	\$ 54,377.00	\$ 187.20	0.34%
<b>243-Brownfield Redevelopment Authority Fund</b>			
Expenditure	\$ 946,088.00	\$ 590,320.88	62.40%
Revenue	\$ 946,088.00	\$ 689,969.44	72.93%
<b>251-Austin Lake Weed Mgmt</b>			
Expenditure	\$ 91,001.00	\$ 7,331.00	8.06%
Revenue	\$ 91,001.00	\$ 89,286.24	98.12%
<b>252-West Lake Weed Mgmt</b>			
Expenditure	\$ 55,200.00	\$ 34,522.50	62.54%
Revenue	\$ 55,200.00	\$ 1,093.02	1.98%



### Dec 2025 Budget to Actuals

Percentage of Year Completed

50%

	2025-26 AMENDED		Percent of
	BUDGET	2025-26 ACTIVITY	Amended Collected/Used
<b>266-Law Enforcement Fund</b>			
Expenditure	\$ 165,900.00	\$ 104,395.86	62.93%
Revenue	\$ 165,900.00	\$ 123,017.16	74.15%
<b>284-Opioid Settlement Fund</b>			
Expenditure	\$ 81,068.00	\$ -	0.00%
Revenue	\$ 81,068.00	\$ 20,028.89	24.71%
<b>296-CDBG Fund</b>			
Expenditure	\$ 317,726.92	\$ 200,063.68	62.97%
Revenue	\$ 317,726.92	\$ -	0.00%
<b>297-Grants Fund</b>			
Expenditure	\$ 337,121.77	\$ 131,188.47	38.91%
Revenue	\$ 322,500.00	\$ 244,169.79	75.71%
<b>298-Cable Television Fund</b>			
Expenditure	\$ 619,263.93	\$ 104,978.68	16.95%
Revenue	\$ 590,850.00	\$ 248,369.13	42.04%
<b>401-Capital Project Fund</b>			
Expenditure	\$ 46,055,869.17	\$ 13,121,312.16	28.49%
Revenue	\$ 15,065,859.17	\$ 8,812,376.82	58.49%
<b>460-Sewer CIP Fund</b>			
Expenditure	\$ 8,703,109.46	\$ 160,215.00	1.84%
Revenue	\$ 7,145,000.00	\$ -	0.00%
<b>461-Water CIP Fund</b>			
Expenditure	\$ 9,119,199.69	\$ 163,661.18	1.79%
Revenue	\$ 10,874,183.92	\$ 57,444.49	0.53%
<b>590-Sewer Fund</b>			
Expenditure	\$ 12,873,917.29	\$ 4,862,499.31	37.77%
Revenue	\$ 12,677,175.00	\$ 7,408,194.43	58.44%
<b>591-Water Fund</b>			
Expenditure	\$ 7,820,180.86	\$ 2,489,137.08	31.83%
Revenue	\$ 8,662,573.16	\$ 5,444,788.72	62.85%
<b>661-Fleet and Facilities</b>			
Expenditure	\$ 4,644,635.71	\$ 1,654,327.06	35.62%
Revenue	\$ 3,841,051.71	\$ 263,681.20	6.86%

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Form 5572 The Protecting Local Government Retirement and Benefits Act

**SUPPORTING PERSONNEL:** Lauren VanderVeen, Finance Director

Each year, the city is required to submit forms reporting to the Michigan State Treasury information regarding the city's pension and other post-employment benefits (OPEB). There is a requirement that "the local government shall also electronically submit the report to the governing body (e.g. Board or Council) of the local government. Formal vote of approval or governing body resolution is not required for this report."

Form 5572, The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) & Public Act 530 of 2016 Pension Report and Health Care (OPEB) Report is attached as materials transmitted, containing both pension and OPEB information. These required reports were submitted to the state in advance of the deadline of December 31, 2025 (six months after the end of the fiscal year).

**Attachments:** Form 5572 for fiscal year ended June 30, 2025

The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) & Public Act 530 of 2016 Pension Report

Enter Local Government Name	Portage	Instructions: For a list of detailed instructions on how to complete and submit this form, visit <a href="http://michigan.gov/LocalRetirementReporting">michigan.gov/LocalRetirementReporting</a> .
Enter Six-Digit Municode	392040	
Unit Type	City	
Fiscal Year End Month	June	
Fiscal Year (four-digit year only, e.g. 2019)	2025	Questions: For questions, please email <a href="mailto:LocalRetirementReporting@michigan.gov">LocalRetirementReporting@michigan.gov</a> . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	Lauren VanderVeen	
Title if not CAO	Finance Director	
CAO (or designee) Email Address	<a href="mailto:vanderv@portagemi.gov">vanderv@portagemi.gov</a>	
Contact Telephone Number	(269) 329-4452	
Pension System Name (not division) 1	City of Portage Defined Benefit Retirement Plan	If your pension system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
Pension System Name (not division) 2		
Pension System Name (not division) 3		
Pension System Name (not division) 4		
Pension System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement pension system	Calculated from above	City of Portage Defined Benefit Retirement Plan				
<b>3 Financial Information</b>							
4	Enter retirement pension system's assets (system fiduciary net position ending)	Most Recent Audit Report	1,320,360				
5	Enter retirement pension system's liabilities (total pension liability ending)	Most Recent Audit Report	1,531,610				
6	Funded ratio	Calculated	86.2%				
7	Actuarially Determined Contribution (ADC)	Most Recent Audit Report	52,262				
8	Governmental Fund Revenues	Most Recent Audit Report	66,582,923				
9	All systems combined ADC/Governmental fund revenues	Calculated	0.1%				
<b>10 Membership</b>							
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	-				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	-				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	32				
<b>14 Investment Performance</b>							
15	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	4.37%				
16	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	0.44%				
17	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	1.63%				
<b>18 Actuarial Assumptions</b>							
19	Actuarial assumed rate of investment return	Actuarial Funding Valuation used in Most Recent Audit Report	4.00%				
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Percent				
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	5				
22	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	Yes				
<b>23 Uniform Assumptions</b>							
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	1,320,360				
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	1,565,474				
26	Funded ratio using uniform assumptions	Calculated	84.3%				
27	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	55,059				
28	All systems combined ADC/Governmental fund revenues	Calculated	0.1%				
<b>29 Pension Trigger Summary</b>							
30	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	<b>Primary government triggers:</b> Less than 60% funded <b>AND</b> greater than 10% ADC/Governmental fund revenues. <b>Non-Primary government triggers:</b> Less than 60% funded	NO	NO	NO	NO	NO

**Requirements (For your information, the following are requirements of P.A. 202 of 2017)**  
 Local governments must post the current year report on their website or in a public place.  
 The local government must electronically submit the form to its governing body.  
 Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years.  
 Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB) Report

Enter Local Government Name	Portage	Instructions: For a list of detailed instructions on how to complete and submit this form, visit <a href="http://michigan.gov/LocalRetirementReporting">michigan.gov/LocalRetirementReporting</a> .
Enter Six-Digit Municode	392040	
Unit Type	City	
Fiscal Year End Month	June	
Fiscal Year (four-digit year only, e.g. 2019)	2025	Questions: For questions, please email <a href="mailto:LocalRetirementReporting@michigan.gov">LocalRetirementReporting@michigan.gov</a> . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	Lauren VanderVeen	
Title if not CAO	Finance Director	
CAO (or designee) Email Address	vandervl@portagemi.gov	
Contact Telephone Number	(269) 329-4452	
OPEB System Name (not division) 1	City of Portage Post-Retirement Medical Plan	If your OPEB system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
OPEB System Name (not division) 2		
OPEB System Name (not division) 3		
OPEB System Name (not division) 4		
OPEB System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement health care system	Calculated from above	City of Portage Post-Retirement Medical				
<b>3 Financial Information</b>							
4	Enter retirement health care system's assets (system fiduciary net position ending)	Most Recent Audit Report	9,565,436				
5	Enter retirement health care system's liabilities (total OPEB liability)	Most Recent Audit Report	10,768,375				
6	Funded ratio	Calculated	88.8%				
7	Actuarially determined contribution (ADC)	Most Recent Audit Report	209,565				
7a	Do the financial statements include an ADC calculated in compliance with <a href="#">Numbered Letter 2018-3?</a>	Most Recent Audit Report	YES				
8	Governmental Fund Revenues	Most Recent Audit Report	66,582,923				
9	All systems combined ADC/Governmental fund revenues	Calculated	0.3%				
<b>10 Membership</b>							
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	124				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	-				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	62				
14	Provide the amount of premiums paid on behalf of the retirants	Most Recent Audit Report or Accounting Records	675,686				
<b>15 Investment Performance</b>							
16	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	9.75%				
17	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	8.86%				
18	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	7.07%				
<b>19 Actuarial Assumptions</b>							
20	Assumed Rate of Investment Return	Actuarial Funding Valuation used in Most Recent Audit Report	6.93%				
21	Enter discount rate	Actuarial Funding Valuation used in Most Recent Audit Report	6.93%				
22	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Percent				
23	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	11				
24	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	No				
25	Health care inflation assumption for the next year	Actuarial Funding Valuation used in Most Recent Audit Report	7.50%				
26	Health care inflation assumption - Long-Term Trend Rate	Actuarial Funding Valuation used in Most Recent Audit Report	4.50%				
<b>27 Uniform Assumptions</b>							
28	Enter retirement health care system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	9,565,436				
29	Enter retirement health care system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	10,670,991				
30	Funded ratio using uniform assumptions	Calculated	89.6%				
31	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	207,950				
32	All systems combined ADC/Governmental fund revenues	Calculated	0.3%				
<b>33 Summary Report</b>							
34	Did the local government pay the retiree insurance premiums for the year?	Accounting Records	YES				
35	Did the local government pay the normal cost for employees hired after June 30, 2018?	Accounting Records	YES				
36	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	Primary government triggers: Less than 40% funded AND greater than 12% ARC/Governmental fund revenues. Non-Primary government triggers: Less than 40% funded	NO	NO	NO	NO	NO

<b>Requirements (For your information, the following are requirements of P.A. 202 of 2017)</b>
Local governments must post the current year report on their website or in a public place
The local government must electronically submit the form to its governing body.
Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years
Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

**BAUCKHAM, THALL, SEEBER, KAUFMAN & KOCHES P.C.**  
**ATTORNEYS AT LAW**

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PORTAGE, MI 49024-5362

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ERIN J. GESCHWENDT  
NICOLE E. ESSAD  
MATTHEW A. BUCK

JOHN H. BAUCKHAM  
1923 - 2015

HARRY F. SMITH  
1906 - 1972

To: Portage City Council

From: Catherine Kaufman, City Attorney



Re: Comstock Public Schools Report – proposed BESS project

Date: March 19, 2026

Attached please find a copy of a report prepared by a consultant for the Comstock Public Schools, as requested by the Council at the February 24, 2026 meeting.

cc: Pat McGinnis  
Erica Eklov

## Erica Eklov

---

**Subject:** FW: transmittal cover for Comstock Schools BESS report

-----Original Message-----

From: Catherine Kaufman <kaufman@michigantownshiplaw.com>  
Sent: Thursday, March 19, 2026 5:19 PM  
To: Erica Eklov <eklove@portagemi.gov>  
Subject: RE: transmittal cover for Comstock Schools BESS report

Municipalities are taking all different approaches. Some are defaulting to the Michigan Public Service Commission - they are not authorizing BESS projects through local zoning at all. In that case, all projects (50 MW or larger) can go directly to the MPSC. The city would get intervenor funds.

Almost no communities are adopting a Compatible Renewable Energy Ordinance (CREO), because these ordinances cannot be more restrictive than state law, although they do require local zoning approval. In our experience, a community that has a CREO often does not understand - until they have a project in front of them - that if they deny the project for anything other than the five requirements in state law, they will lose their intervenor funds and the applicant can do directly to the MPSC.

The most municipalities are choosing to adopt a workable ordinance - which is more restrictive than state law, but still allows a project to the extent that most developers will agree to go through the local municipality for zoning review. Under PA 233, if a municipality has a workable ordinance, the developer does not need to go through the local municipality - they can go directly to the MPSC. However, it is our experience that most developers prefer to go through local zoning review (in part because it is less time and less money). Some communities, however, do not want to do a workable ordinance because they feel it encourages a large renewable energy project to come to their municipality.

There is a lot more to this, but the above is a basic starting point.

Catherine P. Kaufman  
Bauckham, Thall, Seeber, Kaufman & Koches PC  
470 W Centre Ave, Ste A  
Portage, MI 49024  
269-382-4500  
kaufman@michigantownshiplaw.com



**COMSTOCK PUBLIC SCHOOL DISTRICT  
3010 GULL LAKE ROAD  
KALAMAZOO, MICHIGAN 49048**

**PROPOSED 400MW BATTERY STORAGE PLANT REVIEW  
7600 EAST MAIN STREET  
KALAMAZOO, MICHIGAN 49048**

**COMSTOCK STEM ACADEMY BUILDING SITE  
7641 EAST MAIN STREET  
KALAMAZOO, MICHIGAN 49048**

**CTC ENGINEERING, LLC  
PROJECT NO. 28094.00**

August 2025

Disclosure:

In the preparation of this study and of the recommendations contained therein, CTC Engineering, LLC reports no financial/personal competing or conflicts of interest.

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### APPENDIX

Appendix A: Proposed Battery Energy Storage System Site Review/Site Plan

## **EXECUTIVE SUMMARY**

## EXECUTIVE SUMMARY

CTC Engineering, LLC, was engaged by Comstock Public School District to offer a professional opinion as to the safety aspects of the proposed construction and operation of a 400MW Battery Energy Storage System (BESS) plant adjacent to the Comstock Elementary School and the proposed site of the Comstock STEM Academy. The purpose of this plant would be to absorb power during non-peak times and release it during peak electrical usage through the *JAGUAR* Substation.

The makeup of the energy storage system being proposed is by a series of lithium iron phosphate cells. It is the concentration of these cells and their possible failure that has been evaluated in this study. It should be noted that the BESS developers, in the design of this plant, have taken extensive measures to make it safe and reliable, using the best engineering practices available at this time.

However, it is the opinion of CTC Engineering, LLC, that the proximity of the two educational facilities is within a zone that contains a substantial amount of stored energy and, in the event of a failure of one or more of the battery containers, due to a natural force of nature (lightning, flood, tornado, etc.) or nefarious activity, could result in a significant event that would result in the immediate evacuation of the area.

Disclosure: In the preparation of this study and of the recommendations contained therein, CTC Engineering, LLC reports no conflict of interest.

## PURPOSE AND INTRODUCTION

## PURPOSE AND INTRODUCTION

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CTC Engineering, LLC, was engaged by Comstock Public Schools to offer a professional opinion of the construction of a proposed 400MW battery storage facility, or as it is commonly referred to, a Battery Energy Storage System (BESS) plant in the vicinity of the proposed Comstock STEM (Science, Technology, Engineering, and Math) Academy Building site located at 7641 East Main Street, Kalamazoo, Michigan 49048. This investigation was requested in a preemptive effort with respect to the safety of the building's occupants, which can be characterized as elementary/middle school students and faculty. The area in question is currently owned by Swan Battery Energy Storage, LLC, and is located at 7600 East Main Street, Kalamazoo, Michigan 49048. The capacity of the proposed plant is scheduled to be 200MW (Swan) with a future 200MW addition (Cygnet) to a total of a 400MW capacity.

As an introduction to this study, this plant is being proposed by Copenhagen Infrastructure Partners, (CIP), a Danish firm whose American operation is based at 200 South Wacker Drive, Suite 1600, Chicago, Illinois 60606. This study will examine the type of technology being proposed in this plant, its safety and, more importantly, its failure modes. What is also critical to determine here is if such a plant can be safely built next to a school without danger to the facility or its occupants. The criteria that has been applied to this review is if we could confidently have our families living next to such a facility.

In this evaluation, the plans and specifications for the plant have been reviewed and then a independent, in-depth analysis of the technology that has been proposed has been completed. The use of lithium-metal battery technology has a history of failures, not only with automobiles, as many have been witnessed (for which this study does not address), but in battery storage and reclaiming facilities as well (i.e. 300MW Moss Landing Power Plant/California, 2.16MWh/Surprise, Arizona, France/Rouen, Bollore Logistics, to name a few)<sup>1</sup>. What is of interest is that lithium-metal fires are typically left to burn themselves out due to the high heat and lack of means of fire-fighting extinguishment methods.

Note that as part of this study, no attempt was made to discuss the plant's need, potential siting, zoning, cost, relative charging efficiency, esthetic features or other such factors, only the safety to the surrounding environment and its occupants. As noted above, the area in question can be defined as the property limits of the building site as shown in Appendix A. For reference, the plant's vicinity to the school is also shown on this site. For the purposes of this review, this facility would be considered a Large Off-Site BESS ( $\geq 50\text{MW}$ )<sup>2</sup>.

---

<sup>1</sup>*BESS Battery Storage System Failure Incident Database*, Electric Power Research Institute, Inc., 3420 Hillview Avenue, Palo Alto, California 94304.

<sup>2</sup>*Planning & Zoning for Battery Energy Storage Systems-A Guide for Michigan Local Governments*, Center for Empowering Communities/University of Michigan, December, 2024.

## APPROACH SUMMARY

## APPROACH SUMMARY

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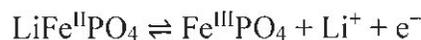
As noted above, the purpose of this study is to determine the relative safety of building the BESS plant review in the vicinity of the schools. The amount of energy contained within a 400MW plant such as this can be compared to the nearby Palisades Power Plant (800MW) in Covert Township and the Donald C. Cook Nuclear Plant (2,213MW) in Lake Township, so it has a formidable capacity.

Knowing this, it is imperative that the plant be kept if not intrinsically safe, but in segregated sections so that one segment should fail, any adjacent section would be physically and electrically isolated from that section. What is also critical to know is that such a plant will at some time have an event that results in a failure of its equipment. To that evitability is the determinate purpose of this study.

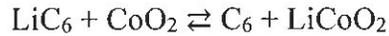
### Definitions

It is useful to understand certain terms that will be used in this study. These include the following for information only in reading this report:

- **Battery:** A battery is made up of cells and can be arranged in series (to get a higher voltage), in parallel (to increase its ampacity) or in a series/parallel combination to get the benefit of a higher capacity battery.
- **Cell:** A cell is a single unit consisting of an anode, cathode and electrolyte. The electrolyte can be a paste or liquid.
- **Fault Tree Analysis (FTA)** is a deductive, top-down approach used to determine the cause and probability of a specific undesired event within a complex system such as this. It involves breaking down the root cause of a failure into its contributing factors and representing it through a graphical model called a fault tree. This method helps in identifying potential failure modes and the probability of each failure mode, which is critical for safety analyses.
- **Lithium Iron Phosphate Cell:** This type of cell, commonly referred to as a “lithium-iron phosphate” cell, has a chemical formula of  $\text{LiFePO}_4$ , composed of the four elements, lithium, iron, phosphorus and then combined with oxygen (forming the “oxide”), which constitutes the cathode. The anode is typically made of graphite. The electrolyte is a lithium salt in an organic solvent. It’s chemical reaction is as follows



- **Lithium-Metal Oxide Cell:** This type of cell, commonly referred to as a “lithium-ion oxide” cell, has a chemical formula of  $\text{LiCoO}_2$ , composed of the three elements, lithium, cobalt and then combined with oxygen (again, forming the “oxide”), which creates the cathode. The anode is typically made of graphite. Its chemical reaction is as follows:



- **Thermal Runaway:** This phenomenon is common to all chemically based cells and is the process where the heat within the cell continues to build until it becomes a self-sustaining, chain reaction which typically results in a conflagration. It is this chemical reaction within the cell which is of special interest in this study.

With these terms being defined, the methodology of how the approach summary was developed can now be described as noted below.

## **Methodology**

With the understanding that the safety of the plant to the surrounding area is the primary area of interest, the steps in this risk assessment are as follows:

1. Assume, for this exercise, that the construction of the plant has been completed and the inherent risks with such activities have ended, there are two significant hazards that have been identified with the plant's operation and they are:
  - a) The **Electrical Substation**, given that it is scheduled to be a 400MW system, in the conductors, transformers, switching and protection, there are significant and inherent hazards, and:
  - b) The **Storage Medium** itself, being of a "battery" type nature, and the number and volume of those cells, there are also significant and inherent hazards. When this level of energy storage is to be maintained, there is a considerable combination of factors that must be considered and are described below.
2. An in-depth evaluation of these identified risks must then be completed. Using quantitative and qualitative reasoning, values need to be assigned, where they can be assigned, to assess the likelihood of a catastrophic failure, resulting in the loss of the plant and impact to the surrounding area.
3. From this evaluation, a report with an engineering opinion and conclusion can be developed for presentation and discussion. It is from this report that it can be determined as to whether the plant can be considered safe.

As pointed out above, a 400MW plant is a not an insignificant plant and is a major financial investment. Therefore, it behooves its operators to keep its reliability index as high as possible and to limit any occurrence that could impair its safety.

## **Electrical Risks**

A 138kV:13.8kV substation is associated with this plant in order to allow the plant to absorb power at night, during the non-peaks hours, and discharge it during the peak times during the day. With such a substation, there will be high voltage (>100kV) overhead conductors, switches

and transformers presumably connected to the adjacent ITC *JAGUAR* Switching Station. This facility would have lightning protection, integral to the building's structure to mitigate this natural anomaly.

Addressing the substation's equipment, it is projected that there will be two transformers of a capacity to accept the 400MW output of the battery storage that would feed into the adjacent *JAGUAR* Substation. Although the total capacity of this substation has not been established, they are of a "station" transformer type construction, with its inherent protection. As this asset is critical to the success of the plant, it is scheduled to contain protection such as differential, over-current, over/under-frequency, under/over-voltage, integral fire suppression and sudden-pressure relief elements. Many of these elements operate in an instantaneous fashion, not only preventing damage to these assets but preventing a conflagration that would extend outside the substation confines.

In addition to the electrical protection and that the substation is required to be physically secure against intrusion, the expectation that there would be a catastrophic failure that would affect the two schools and surrounding area can be evaluated as one with a similar risk associated with utility substation and in our opinion, does not constitute a major concern for the surrounding environment.

### **Battery Risks**

Clearly, the storage battery issue is the one of major concern. With such a plant, there would be 168,480 cells in 540 separate enclosures scheduled to make up this initial 200MW facility. One important point to make with this plant is that the "lithium-ion" cells is not being utilized in this plant but "lithium iron phosphate" technology. These cells have different characteristics that of the lithium-ion units in that their tendency to go into a thermal runaway is reduced, noting that the word is "reduced", not eliminated. Factors, such as short-circuited cells, over-charging, ambient temperature changes, internal degradation, etc., can and do result in their failure, which will be discussed below.

### **Lithium-Ion Technology**

However, it is useful to discuss the difference between the two technologies and what can lead to a thermal runaway. Such an event is typically caused by a high ambient temperature or failure within the cell, where its internal temperature develops its own heat in combination with the ambient heat, causes the temperature of the cell to cross its critical temperature or what is called the "temperature of no return" or "TNR". This results in a self-cascading, uncontrolled, exothermic reaction.

The critical temperature at which this occurs in a lithium-ion cell (~80°C (176°F)), is lower than that of a lithium iron phosphate cell (~120°C (248°F)), hence making the lithium-ion cell more prone to a thermal runaway. Coupled with that, if a fire were to be detected with a lithium-ion

battery, nitrogen gas is the general method of extinguishment as water, which would be used in the typical fire attack, would increase the hazard. The temperature of such a fire can also reach 1,100°F, which is the primary reason firefighters tend to let these situations burn themselves out instead of attacking them. Added to that are the toxic emissions such as hydrogen fluoride (HF), hydrogen chloride (HCl), hydrogen cyanide (HCN), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>), and methane (CH<sub>4</sub>) that can be released during such an event.<sup>3</sup> To demonstrate these failures, reference is made to Figure #1 above as what can occur in a lithium metal battery system.

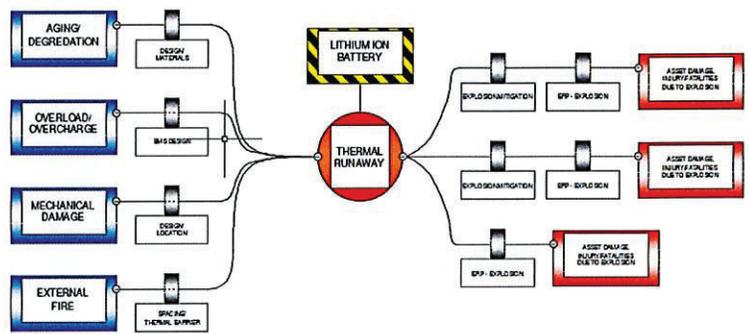


Figure 1 - Lithium Metal Failures

Clearly, if this was a “lithium-ion” based plant, given the history of these plants, their failure rates, their method of failures, and extinguishment method, the decision as to whether this plant should be in close proximity to the school’s property can be logically rejected.

### Lithium-Iron Phosphate Technology

That being said, it should be noted that the proposed plant has taken a very different approach to the storage battery issue and one that deserves discussion. In examining the layout of this plant, it is interesting to note that they are built up of modules versus a single structure. Each module is physically separated from its adjacent module in the event there is a failure in that module. A review of the modules indicate multiple layers of fire protection. Each module is built to 2-hour fire-rated steel construction that meets the NFPA standard design. There are thermal barriers separating each battery rack. The materials used in the battery enclosures have been UL 9540A<sup>4</sup> tested and are designed to keep the container structurally sound during a thermal runaway, so that any heat and flames will not spread to other modules or the rest of the plant.

Each module has a fire suppression system utilizing perfluorohexane (C<sub>6</sub>F<sub>14</sub>) as the extinguishment method of choice and is commonly sourced under its trade name *Novec 649/1230*. A review of this gas will show it is biologically inert (it is breathable), is chemically

<sup>3</sup>*Lithium-Ion Battery Fires and Emissions Characterization Report*, Texas A&M University, Engineering Extension Service, College Station, Texas, November 2024.

<sup>4</sup>UL 9540A, *Standard for Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems*, Underwriters Laboratories, LLC, 155 North Wacker Drive, Suite 950, Chicago, Illinois.

stable, does not deplete ozone (ODP = 0) and has a global warming potential of 1 (over 100 years), making it environmentally safe.

With respect to the electrical aspects of the storage system, each battery has its own fuse which opens, removing power to the cell if it shorts out. One of the points with lithium iron phosphate cells is that once the power is removed, the cell will self-extinguish, which is not the tendency of the lithium metal technology. However, if a rack of batteries were to be involved, there are individual breakers that will isolate the rack from the remainder of the module. Should the module become involved, then there are manual main disconnects to separate the module from the plant's electrical system. There is also a plant-wide emergency shutdown that electrically shuts down the entire site.

With the apparent safety of the lithium iron phosphate technology, then the obvious question is why doesn't everyone use them? The major difference is that lithium-ion battery has a higher energy density than that of the iron phosphate technology, making for a smaller physical footprint for a plant. Lithium iron phosphate cells were developed circa 1996, whereas lithium-ion technology have been iron phosphate cells became available since the 1980's, making them the more prevalent installations.

### **Probability of Failure**

Given the chemical makeup of the two battery systems, it is useful to investigate the difference in the two technologies, probability of their individual failures and their modes of failure. Statistically, the lithium metal battery has a much higher probability of failure and, in our opinion, could develop in a major conflagration that could involve the schools and the surrounding area.

The lithium iron phosphate battery however, is a safer battery in that they have built-in protection that prevents overcharging, over-discharging and short circuiting. They have a more stable chemistry than their lithium metal counterparts. They also have a lower operating temperature which reduces their risk of thermal runaway. With the research conducted on this unit and with the best engineering practices that are to be utilized in the construction of this facility, the lithium iron phosphate battery system is, in our opinion, the best technology for this application.

### **School Proximity**

Under normal operation, the plant does not produce particulate matter or gases and is an excellent industrial "neighbor", noting that the exhaust fan noise component has not been considered in this review. As noted above, what has been proven by our research and proven by CIP in their design is that the proposed facility is much safer than that of the typical lithium metal battery storage plant.

However, there does exist the possibility of a failure that could release hydrogen (H<sub>2</sub>), carbon monoxide (CO) and methane (CH<sub>4</sub>) as well as other particulate and gaseous substances in the atmosphere. What is of greater concern is that this site will contain 400MW of potential power, which is a considerable amount energy.

From the information and research gathered in this report, the question remains, should this plant be built within zone shown for the two schools and the reader is directed to the Conclusion section below for that discussion.

## CONCLUSION

## CONCLUSION

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With this study completed, we would like to acknowledge the cooperation of the Copenhagen Infrastructure Partners, the developers for the BESS. They have assisted us with the siting, makeup of the system and the safety parameters they are employing in its design and for that we thank them.

Getting to the question at hand, what has been demonstrated in this study is that the plant, under normal operation, poses little or no danger to the two schools or the surrounding community. It produces no gases, no runoff, has relatively low noise levels, and has no processes that would indicate any adverse effects to the ecosystem and in fact, is an environmentally clean operation.

However, in the event of a natural or man-made anomaly, the amount of potential energy stored on this site could result in a major event. So, what is the difference between that and the adjacent *JAGUAR* Substation? The difference here is that there is no “stored energy” in the *JAGUAR* Substation in that it is a switching station that can be separated quickly from the grid. The BESS, on the other hand, contains a potential of 400MW of “stored energy”. If a portion of this energy is released in a conflagration it would be, in our opinion, given the proximity of the schools, an event that would result in their immediate sheltering and/or evacuation.

Should this plant ultimately be constructed and given that this type of plant is unique for Comstock, it is important to train the Comstock Township Department of Fire and Rescue personnel on how to handle an incident that involves the plant and, more importantly, on what not to do. This training would need to be an integral part of Copenhagen Infrastructure Partners deliverables.

Please do not hesitate to contact CTC Engineering, LLC, by calling 734/222-9951 should you have any questions relating to the information contained within this document.

## REFERENCES

## REFERENCES

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*BESS Incidents - Recent failures and risk management considerations*, Baker Engineering and Risk Consultants, Inc.,

Fink, D.G., et. al. *Standard Handbook for Electrical Engineers*, 12 ed, McGraw-Hill Book company, New York, New York, 1987.

Hutton, G, et al., *Battery Energy Storage Systems (BESS)/Research Briefing*, House of Commons Library, June, 2025.

*IEEE Recommended Practice for Industrial and Commercial Power Systems Analysis*, Institute of Electrical and Electronic Engineers, Inc., New York, New York, IEEE Std. 399-1997, first ed.

*Insights from EPRI's Battery Energy Storage Systems (BESS) Failure Incident Database/Analysis of Failure Root Cause* EPRI 3240 Hillview Avenue, Palo Alto, CA 94304-1338 May 2024.

Mylenbusch IS, Claffey K, Chu BN. *Hazards of lithium-ion battery energy storage systems (BESS), mitigation strategies, minimum requirements, and best practices*. *Process Saf Prog.* 2023;1-10. doi:10.1002/prs.12491.

*NFPA 855-2023, Standard for the Installation of Stationary Energy Storage Systems*, National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts 02169.

*Planning & Zoning for Battery Energy Storage Systems-A Guide for Michigan Local Governments*, Center for Empowering Communities/University of Michigan, December, 2024.

*School Siting Guidelines*, United States Environmental Protection Agency, office of Children's Health Protection, 1200 Pennsylvania Avenue, NW, Washington, DC 20460, October, 2011.

*Thermal runaway and fire behaviors of lithium iron phosphate battery induced by overheating*, Liu, Pengjie; et.al. *Journal of Energy Systems*, Volume 31, October 2020, 101714.

UL 9540A:2025, *Standard for Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems, Storage Systems*, Underwriters Laboratories, LLC, 155 North Wacker Drive, Suite 950, Chicago, Illinois, March, 2025.

## APPENDIX

**APPENDIX A**  
**Proposed Battery Energy Storage System Site Review/Site Plan**



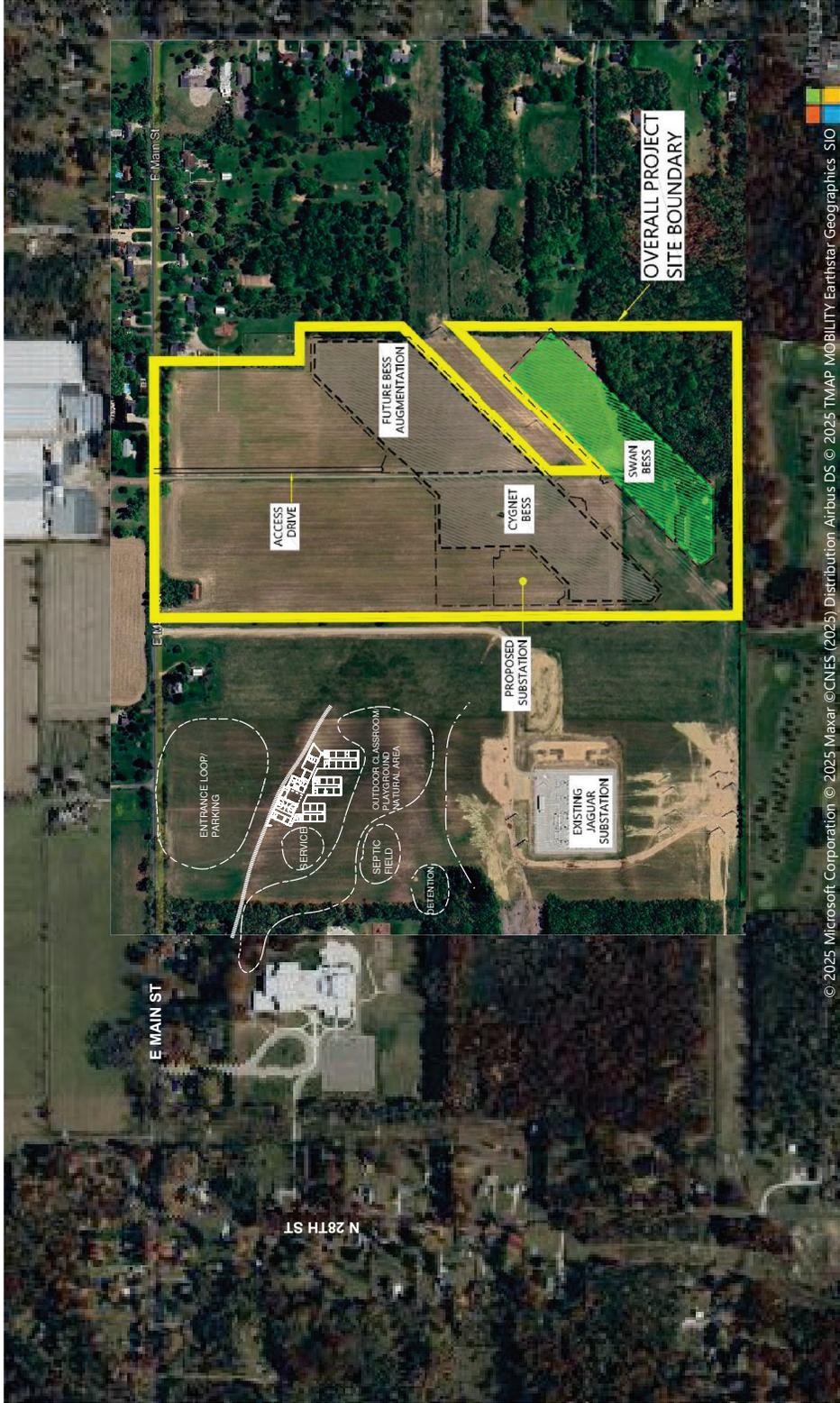
COMSTOCK STEM  
ACADEMY  
7641 EAST MAIN ST  
KALAMAZOO, MI 49048

**PROPOSED  
BATTERY ENERGY  
STORAGE SYSTEM  
SITE REVIEW**

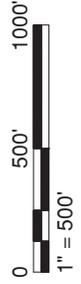
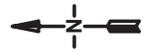


**SITE PLAN**

DESIGNER	GRS
CHECKED	.....
APPROVED	.....
SCALE	1" = 400'
PLOT SIZE	ANNEB - 11' X 11'
PROJECT NUMBER	280094
REV.	0
DATE	7/10/2025
DRAWING NO.	E-1



**SITE PLAN**



NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

**Minutes  
of  
Boards &  
Commissions**

**CITY OF PORTAGE HUMAN SERVICES BOARD**

Minutes of the Meeting –February 5, 2026

Conference Room 1

**CALL TO ORDER:** The City of Portage Human Services Board meeting of February 5, 2026, was called to order by Brooke Kolodzieczyk at 5:33 p.m. in Conference Room 1, Portage City Hall, 7900 S. Westnedge Avenue, Portage MI.

**MEMBERS PRESENT:** Chairperson Brooke Kolodzieczyk, Candace Wise, Julie Pryor, Martha Perry, Pamela Kanouse, Dominic DiCesare, Chelsea Huber, Dan Damaska, and Nicole Najjar

**MEMBERS ABSENT:** None, Chelsea Huber delayed arrival

**STAFF PRESENT:** Tina Perry

**APPROVAL OF MINUTES:** The Minutes of January 8, 2026, were passed by a motion made by Pamela Kanouse and supported by Dominic DiCesare. The motion passed 8-0.

**NEW BUSINESS:**

- Public Hearing FY26 – 2030 Consolidated Plan and FY 2026 – 2027 Annual Action Plan

Motion to open Public Hearing by Dan Damaska, seconded by Julie Pryor. No public comment. Dan Damaska made a motion to close the hearing, seconded by Julie Pryor. Approved 8-0. Motion by Julie Pryor to approve the plan and transmit to city council for review and approval, seconded by Candace Wise. Approved 8-0.

**UNFINISHED BUSINESS:**

- **FY2026-2027 General Fund Applications**

The Board members reviewed the applications and discussed the proposals in order of average ranking by Board members. The board assigned tentative dollar amounts for final approval at the next meeting.

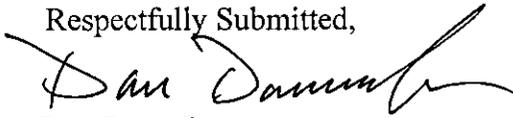
- **FY2026-2027 Opioid Awareness/Prevention Funding Applications**

**OTHER BUSINESS:** None

**STATEMENT OF CITIZENS & ANNOUNCEMENTS:** None

**ADJOURNMENT:** Motion to adjourn was made at 6:55 pm by Candace Wise, supported by Nicole Najjar. It passed, 9-0.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Dan Damaska". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dan Damaska  
Secretary, Human Services Board

T:\COMMDEV\2025-2026 Department Files\Board Files\Human Services Board\Minutes\2026 02 05 HSB Minutes.docx

**TO:** Honorable Mayor and City Council

**FROM:** Pat McGinnis, City Manager

**SUBJECT:** Temporary Moratorium for Data Centers and Battery Energy Storage Systems

**SUPPORTING PERSONNEL:** Peter Dame, Chief Development Officer

**ACTION RECOMMENDED:** Subsequent to the public hearing, consider adopting the amendment to Ch 42, Art. 4, Div. 3 to establish a temporary moratorium for Data Centers and Battery Energy Storage Systems.

The City Administration has proposed an ordinance amendment to the city's zoning code to create Temporary Moratorium section 42-140 within Chapter 42 Article 4 Division 3 General Provisions to allow the City of Portage to more efficiently implement future moratoriums to best address future land use issues for the betterment of the community. The amendment would also not allow Data Centers and Battery Energy Storage Systems as a use within the City of Portage on a temporary basis. This amendment would provide the city time to explore and adopt provisions within the city zoning code that specifically address these issues.

The amendment is being filed in conjunction with a similar ordinance amendment to establish a year-long moratorium on future Data Centers and Battery Energy Storage Systems (BESS) under Chapter 42, Article 13 Moratorium. Council adopted the general moratorium ordinance at the February 24, 2026 City Council meeting. Although Articles 4 and 13 are under the same chapter, Article 4 pertains to zoning regulations while Article 13 pertains to the general municipal powers ordinance of the city. Both ordinances have been crafted by the City Attorney to effectively implement this and potentially other land use-related moratoriums.

The city is pursuing this specific moratorium at this time to better understand Data Centers and BESS and their complexities, gain community input, and learn how to best regulate them for Portage. Many Michigan communities are passing similar moratoriums to be better prepared, including Saline, Northville, Howell Township, Sterling Heights, Saginaw, and others.

The following provides only a brief summary of information about Data Centers and BESS. A detailed zoning analysis of these uses will be developed in a future zoning amendment recommendation and report.

#### Data Centers

A Data Center is a place that houses computer systems and associated parts to provide an overall service and function, and provide IT support infrastructure such as data storage drives and network equipment, among others. They generally require significant power needs and, in turn, significant cooling needs. Many modern Data Centers proposed in Michigan have shown a need for large acreage for overall operational needs. Generally, they do not rely on manual labor for operations, so they typically have low staffing needs. In the past several years, major technology companies such as Apple, Amazon, Meta,

Google, and a variety of AI companies have begun heavily investing in Data Centers to support their companies' overall needs. Demand for the centers has accelerated in Michigan with the recent passage of new state development incentives (sales and use tax exemptions).

### Battery Energy Storage Systems (BESS)

A BESS is a facility that stores and provides electricity to a building or grid network through the use of a variety of equipment and infrastructure such as battery cells, overall electrical system components, towers and poles, wires and cables, circuit breakers and transformers, and more. Similar to Data Centers, BESS is growing nationally but is accelerating in Michigan in response to the 2023 State Clean Energy and Jobs Act, which established a variety of renewable energy goals, streamlined renewable energy projects, and mandated greater renewable energy sources by utility companies, among others. To achieve these goals, the State of Michigan shifted to streamline permitting approvals of large wind and solar energy facilities, and BESS to the Michigan Public Service Commission (MPSC) if local communities do not have an ordinance in place. Since BESS is new and fast-growing, most communities do not yet have an ordinance to effectively regulate BESS developments (nor large wind and solar energy facilities). Similar to Data Centers, BESS do not rely on manual operations and generally have low staffing needs.

As communities react to Data Centers and BESS, many are trying to quickly understand their large operations, external impacts, and other project complexities. Communities and their local leaders are also receiving vocal opposition due to alleged negative public impacts and questioning whether to allow these new uses. Despite these concerns, local laws cannot entirely prohibit them within the community (called exclusionary zoning). Therefore, many communities are quickly passing moratoriums to temporarily block new Data Centers and BESS while gaining local input and establishing new local regulations to best regulate and permit these new developments in the future.

### Planning Commission Public Hearing

The zoning ordinance amendment process requires a public hearing during Planning Commission and City Council meetings (Section 42-651). At the February 19, 2026, meeting, the Planning Commission considered the proposed amendment, evaluated it for consistency with adopted city plans and neighborhood conditions, and voted unanimously to recommend to the City Council that Zoning Ordinance Amendment #25/26-2 to establish a Temporary Moratorium Section 423-140 within Chapter 42, Article 4, Division 3. General Provisions be approved.

Therefore, it is recommended that the City Council, subsequent to the public hearing, consider adopting the amendment to Ch. 42, Art. 4, Div. 3 to establish a temporary moratorium for Data Centers and Battery Energy Storage Systems.

**FUNDING:** N/A

**Attachments:**

1. Draft Moratorium Ord
2. Approved PCMin 2.19.2026

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING ARTICLE 4 ZONING,  
DIVISION 3, BY AMENDING SECTION 42-140 TO ADD  
REGULATIONS REGARDING TEMPORARY MORATORIUM**

**THE CITY OF PORTAGE ORDAINS:**

**Section 1.**

**That Chapter 42 shall be amended by amending Article 4 Zoning, Division 3 General Provisions by amending Section 42-140 Temporary Moratorium to read as follows:**

**CHAPTER 42 LAND DEVELOPMENT REGULATIONS. ARTICLE 4. ZONING,  
DIVISION 3, GENERAL PROVISIONS, Section 42-140**

**Sec. 42-140 Temporary Moratorium**

**A. Temporary Moratorium.**

1. The Planning Commission has the authority to recommend the establishment of a temporary moratorium as to the application of provisions of the Zoning Ordinance to the City Council, by majority vote of the Planning Commission.
2. The City Council may impose a temporary moratorium as to the application of the provisions of the Zoning Ordinance by adoption of an ordinance or resolution.
3. A temporary moratorium may be extended by resolution of the City Council to allow additional time for County review and consideration of any application, revision, review or repeal/replacement of zoning ordinance provisions.

**B. Data Center Moratorium**

1. Findings. In accordance with Public Act 110 of 2006, as amended, the City of Portage has determined the following:
  - a. The City Council determines that the approval of data centers may result in or produce negative impacts on permitted land uses and development and may harm the public health, safety and general welfare of property owners and residents of the City of Portage.
  - b. The City Council is aware of significant public health, safety, and welfare concerns being raised by the public about the impacts of data centers.
  - c. The City Council has a legitimate public purpose in assessing the regulation of the establishment and use of data centers within the City to ensure that data centers do not interfere with other land uses, or have substantial negative impacts on the environment, public health, and safety.

- d. The City Council finds that adopting a limited moratorium is reasonable and necessary for, among other reasons, the following reasons:
  - 1) Michigan courts have recognized that a moratorium is a common and legitimate tool to preserve the status quo while formulating a development strategy.
  - 2) The City Council desires to review and study the public health, safety, and welfare concerns regarding data centers and any City regulations that may impact and/or regulate such projects.
  - 3) The adoption of a moratorium will allow the City Council adequate time to study and possibly implement revisions to the City's ordinances and regulations, including attention to and consideration of citizen input and involvement, public debate, and full consideration of all issues and points of view.
- e. The City Council accordingly determines that it is desirable and in the public interest for the reasons set forth above that the City Council adopt a limited moratorium on the acceptance and/or processing of any applications for data centers.

2. Moratorium/Term of Moratorium. The City Council adopts a limited moratorium on the acceptance and/or processing of any applications for a data center. The limited moratorium shall terminate on December 31, 2026 or the effective date of any amended or new City ordinances or regulations addressing data centers, whichever date occurs first.
3. Extension of Moratorium. Before this moratorium expires, the City Council may extend the moratorium by resolution as appropriate to allow sufficient time to complete amendments or additions to its ordinances and regulations.

#### C. Battery Energy Storage Systems (BESS) Moratorium

1. Findings. In accordance with Public Act 110 of 2006, as amended, the City of Portage has determined the following:
  - a. The City Council determines that the approval of Battery Energy Storage Systems (BESS) may result in or produce negative impacts on permitted land uses and development and may harm the public health, safety and general welfare of property owners and residents of the City of Portage.
  - b. The City Council is aware of significant public health, safety, and welfare concerns being raised by the public about the impacts of BESS.
  - c. The City Council has a legitimate public purpose in assessing the regulation of the establishment and use of BESS within the City to ensure that BESS do not interfere with other land uses, or have substantial negative impacts on the environment, public health, and safety.

- d. The City Council finds that adopting a limited moratorium is reasonable and necessary for, among other reasons, the following reasons:
  - 1) Michigan courts have recognized that a moratorium is a common and legitimate tool to preserve the status quo while formulating a development strategy.
  - 2) The City Council desires to review and study the public health, safety, and welfare concerns regarding BESS and any City regulations that may impact and/or regulate such projects.
  - 3) The adoption of a moratorium will allow the City Council adequate time to study and possibly implement revisions to the City's ordinances and regulations, including attention to and consideration of citizen input and involvement, public debate, and full consideration of all issues and points of view.
- e. The City Council accordingly determines that it is desirable and in the public interest for the reasons set forth above that the City Council adopt a limited moratorium on the acceptance and/or processing of any applications for BESS.

- 2. **Moratorium/Term of Moratorium.** The City Council adopts a limited moratorium on the acceptance and/or processing of any applications for a BESS. The limited moratorium shall terminate on December 31, 2026 or the effective date of any amended or new City ordinances or regulations addressing BESS, whichever date occurs first.
- 3. **Extension of Moratorium.** Before this moratorium expires, the City Council may extend the moratorium by resolution as appropriate to allow sufficient time to complete amendments or additions to its ordinances and regulations.

**Section 2 Severability.** The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

**Section 3 Repeal and Savings Clause.** All ordinance or parts of ordinances in conflict herewith are hereby repealed. Existing prosecutions under any ordinance provision that is hereby repealed may be pursued to its natural conclusion.

**Section 4 Effective Date.** This ordinance shall be effective 15 days after publication after adoption.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patricia M. Randall, Mayor

FIRST READING:  
SECOND READING:  
ORDINANCE #:  
EFFECTIVE DATE:

CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Erica Eklov, City Clerk

PREPARED BY:  
Catherine Kaufman (P65412)  
Portage City Attorney  
Bauckham Thall  
470 W. Centre, Suite A  
Portage, MI 49024

Approved as to Form:  
Date: 2/12/2026  
Catherine Kaufman  
City Attorney

# CITY OF PORTAGE PLANNING COMMISSION

Thursday, February 19, 2026

7:00 PM

Portage City Hall Council Chambers

The City of Portage Planning Commission meeting of February 19, 2026, was called to order by Chair Corradini at 7:00 p.m.

## **IN ATTENDANCE**

- Biqi Zhao, Deputy Director of Planning and Zoning
- Eric Feldt, Senior City Planner
- Peter Dame, Chief Development Officer
- Alex Johnson, City Planner/ Project Manager
- Catherine Kaufman, City Attorney

## **ROLL CALL**

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Baldwin (yes); Secretary Freiman (yes), Adams (yes); Copp (yes); Orwig (yes); Fries (yes); Ladd (no); and Crowell (yes).  
8-Present; 1-Absent.

Motion by Vice Chair Baldwin, seconded by Commissioner Fries, to approve the excused Commissioner Ladd. Motion carried 8-0.

## **APPROVAL OF MINUTES**

1. Minutes dated January 22, 2026

Motion by Vice Chair Baldwin seconded by Commissioner Copp to approve January 22, 2026, minutes as submitted. Upon a voice vote, motion carried 8-0.

## **PUBLIC HEARINGS**

None.

## **SITE/FINAL PLANS**

1. A request for a taller and larger residential accessory building containing a basketball, volleyball courts at 300 Marylynn Court.

Mr. Feldt provided a presentation outlining both proposals for increasing the height and for increasing the size of a residential accessory building, with site information, maps of the area, site pictures, review standards, analysis, public notice and comments of opposition expressed by neighbors about views and noises, drainage, and impacts to property value. He concluded the presentation by informing the Planning Commission to accept public testimony and recommend they approve the request for a taller and larger residential accessory building containing a basketball/volleyball court at 300 Marylynn Court.

Homeowner, Russell Mahoney, 300 Marylynn Court, stated reasons for project, described his property, and stated that the project would be compatible with the surrounding neighborhood.

Chair Corradini opened the public hearing.  
The following statements were received:

1. Dale Davis, 2313 Byrd Drive, spoke in support of this project and the owners' right to their property.
2. Bruce Ettwein, 10713 S Westnedge Ave, spoke in support of this project.
3. Sarah Shockey, 10700 Marylynn Ct, spoke in support of the project; stated concerns about excavation runoff and disturbance during project construction, increase of people to the site, and garbage trucks and additional traffic use on adjacent roads.
4. Donna Vokeman, future buyer of 10700 Marylynn Ct., stated concerns about increased traffic and road maintenance; supported the project.

Applicant and builder, Chad Scott, indicated that six trees will be removed.

Mr. Mahoney, spoke again to address concerns about traffic.

Motion by Commissioner Fries, seconded by Commissioner Copp to close the public hearing. Upon a voice vote, motion carried 8-0.

Commissioner Orwig expressed concerns about future nonpermitted sports tournaments held at the proposed building.

Mr. Feldt clarified that would be prohibited and addressed through zoning compliance.

Motion by Commission Fries, supported by Commissioner Orwig, to approve the additional 789 square feet of space and the additional 3.5 feet of height for a pole barn at 300 Marylynn Court. Upon vote, motion carried 8-0.

2. Ordinance Amendment No. 25/26-2 to amend Ch 42, Art 4. Div 3. to establish a temporary moratorium for Data Centers and Battery Energy Storage Systems.

Mr. Feldt provided an outline of the proposal, timeline of the moratorium, and background information of Data Centers and Battery Energy Storage Systems. Both of these are growing rapidly across Michigan due to new technology demand and state energy policies. He indicated that the moratorium is to allow the city sufficient time to study these land uses, understand infrastructure needs, potential impacts, gather community input, and develop appropriate zoning regulations. Further, Mr. Feldt indicated that the moratorium does not prohibit these uses, it provides the city time to adopt standards that protect the community while allowing for responsible future development. He concluded his presentation by informing the Planning Commission to accept public testimony and recommended they support the ordinance for City Council adoption.

Chair Corradini opened the public hearing.

The following statements were received:

1. John Paver, Comstock Township, spoke in support of the moratorium, expressed concerns about impacts to the environment, groundwater, public safety, and infrastructure; and supported proper battery disposal and safety, and planning and community protection.
2. Paige Fraga, 5124 Midfield Dr., spoke in support of the moratorium, indicated concerns about impacts to water, wildlife, environment, and public safety.
3. Sharolyn Davis, 2313 Byrd Dr., spoke in support of the moratorium, indicated concerns about impacts to water.
4. Mark Martin, 10519 Dandale St., spoke in support of the moratorium, indicated concerns of environmental impacts from abandoned buildings, impacts to aquifers and groundwater, lack of efficiency, and recouping costs in case of demolition.

5. Dale Davis, 2313 Byrd Dr., spoke in support of the moratorium to wait a year and see if political landscape changes.
6. Paige Fraga, 5124 Midfield Dr., spoke in support of the moratorium, indicating support to protect nature in Portage, taxes, resources, and infrastructure management.
7. Mark Mowery, 7402 Quail St., spoke in support of the moratorium, indicating concerns about battery safety, pollution from batteries, overtaking of cities by large companies, impacts to ground water and land, and environmental impacts from abandoned buildings.
8. Sarah Shockey, 10700 Marylynn Ct, spoke in support of the moratorium, expressing concerns about battery and chemical disposal and related long-term impacts.

Motion by Vice Chair Baldwin, seconded by Commissioner Adams to close the public hearing. Upon a voice vote, motion carried 8-0.

Commissioners discussed the purpose of the moratorium as a planning tool to allow time for analysis and ordinance development.

City Attorney, Catherine Kaufman, clarified regulatory considerations and limitations, including state-level authority.

Motion by Commission Adams, supported by Vice Chair Baldwin, to approve the Ordinance Amendment No. 25/26-2 to amend Ch 42, Art 4. Div 3. to establish a temporary moratorium for Data Centers and Battery Energy Storage Systems. Upon vote, motion carried 8-0.

### **OLD BUSINESS**

None.

### **NEW BUSINESS**

None.

### **STATEMENT OF CITIZENS**

1. John Paver, Comstock Township, restated earlier comments about possible impacts from Data Centers and Battery Energy Storage Systems.
2. Dale Davis, 2313 Byrd Dr., restated earlier comments about possible impacts from Data Centers and Battery Energy Storage Systems.

### **STATEMENT OF COMMISSIONERS/ STAFF**

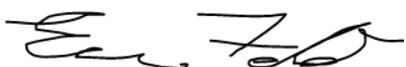
Mr. Feldt stated that the next Planning Commission meeting is scheduled for March 5.

Chair Corradini, and Commissioners Orwig and Copp thanked everyone for their attendance, knowledge, and comments.

### **ADJOURNMENT**

Chair Corradini adjourned the meeting at 8:28p.m.

Respectfully submitted,



Senior City Planner