

6:00 p.m. City Council Committee of the Whole.

7:30 p.m. Call to Order.

Invocation: Mr. Tim Earl.

Pledge of Allegiance.

Roll Call.

Proclamations.

A. Approval of the Regular Meeting Minutes of June 9, 2015.

\* B. Approval of Consent Agenda Motions.

\* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of June 23, 2015, as presented.

D. Public Hearings:

1. Communication from the City Manager recommending that City Council, subsequent to the public hearing, approve Ordinance Amendment #14/15-B, Site Plan Review.

2. Communication from the City Manager recommending that City Council, subsequent to the public hearing, approve the Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue subject to:

- the four conditions listed in the May 1, 2015 Community Development staff report;
- inclusion of the written narrative and tentative plan dated April 8, 2015, the addendum letter dated April 30, 2015, and the conceptual landscape plan dated April 29, 2015; and
- construction of berms ranging in height from three to six feet tall along the east and south sides of the site.

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

1. Communication from the City Manager recommending that City Council, subject to City Council approval of the Tentative Plan Amendment (Agenda Item D.2) approve the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue.

\* 2. Communication from the City Manager recommending that City Council adopt:

- the Resolution Authorizing Refunding of the City of Portage Capital Improvement Bonds, Series 2008A and
- the Resolution Approving the Undertaking to Provide Continuing Disclosure by the City of Portage for the Capital Improvement Refunding Bonds, Series 2015B.

\* 3. Communication from the City Manager recommending that City Council approve the:

- Fiscal Year 2015-2016 Community Development Block Grant Fund contracts and
- General Fund human/public services contracts

and authorize the City Manager to execute all documents related to the contracts on behalf of the city.

\* 4. Communication from the City Manager recommending that City Council receive the proposal to renew the current legal services contract with Attorney Randall L. Brown & Associates for City Attorney Services, approve an extension to the current contract through August 30, 2015, and / or authorize the City Manager to solicit informal proposals for City Attorney Services.

\* 5. Communication from the City Manager recommending that City Council authorize payment in the amount of \$25,000 to Southwest Michigan First to support economic development activities in the City of Portage and authorize the City Manager to execute all documents related to the matter.

- \* 6. Communication from the City Manager recommending that City Council authorize the purchase of thirteen 800MHz Motorola Radios from Motorola Solutions, Inc., of Schaumburg, Illinois, through the State of Michigan purchasing program (MiDeal) at a cost not to exceed \$43,075 and authorize the City Manager to execute all documents related to the purchase.
- \* 7. Communication from the City Manager recommending that City Council award a sole-source contract for the Garden Lane #5 Pump Replacement and Motor Rehabilitation project to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$27,659 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- \* 8. Communication from the City Manager recommending that City Council approve an exception to the City Council Rules of Order and Procedure by changing the meeting time for the July 7, 2015 City Council Meeting to 5:00 p.m. and authorize the City Manager to appropriately notice the meeting time change.
- \* 9. Communication from the City Manager regarding the May 2015 Environmental Activity Report – Information Only.
- \* 10. Department Monthly Reports.

G. Communications:

H. Unfinished Business:

\* I. Minutes of Boards and Commissions Meetings:

- 1. Portage Youth Advisory Committee of May 11, 2015.
- 2. Portage Zoning Board of Appeals of May 11, 2015.
- 3. Portage Planning Commission of June 4, 2015.

J. Council Committee Reports:

K. New Business:

L. Bid Tabulations:

- \* 1. Communication from the City Manager recommending that City Council award a construction contract for the West Osterhout Avenue Reconstruction Project to Michigan Paving & Materials Company of Kalamazoo, Michigan, in an amount not to exceed \$995,833.55 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- \* 2. Communication from the City Manager recommending that City Council accept the low bid in the amount of \$53,329.47 from A1 Asphalt, Incorporated, to provide repairs to park asphalt trails and authorize the City Manager to execute all documents related to the contract on behalf of the city.

M. Other City Matters:

- 1. Statements of Citizens.
- 2. From City Council and City Manager.
- \* 3. Reminder of Meetings:
  - a. Thursday, June 25, 4:30 p.m., Public Media Network Board of Directors, 3<sup>rd</sup> floor, 359 S. Kalamazoo Mall, Kalamazoo.
  - b. Tuesday, June 30, 6:00 p.m., Local Officers Compensation Commission, City Hall Room No. 2.
  - c. Wednesday, July 1, 8:15 a.m., Historic District Commission, City Hall Room No. 2.
  - d. Wednesday, July 1, 6:30 p.m., Park Board, Ramona Park followed by Lakeview Park at 7:15 p.m.
  - e. Thursday, July 2, 6:30 p.m., Human Services Board, City Hall Room No. 1 – CANCELLED.
  - f. Thursday, July 2, 7:00 p.m., Planning Commission, Council Chambers – CANCELLED.
  - g. Tuesday, July 7, 2:00 p.m., Youth Advisory Committee, City Hall Room No. 1.

N. Materials Transmitted of May 26 and June 9, 2015.

Adjournment.

# CITY COUNCIL MEETING SUMMARY

June 9, 2015

## ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of June 9, 2015, as presented.

## REPORTS FROM THE ADMINISTRATION

- ◆ Accepted the renewal agreement from PCM, Inc., for continued provision of information technology services management on behalf of the City of Portage for a period of five years at a negotiated price of \$2,452,729 and authorized the City Manager to execute all documents related to this action on behalf of the city.
- ◆ Approved emergency expenditures in the estimated amount not to exceed \$110,000 for repairs related to the South 12th Street Block Lift Station, which includes replacement of piping in the lift station and repair of the force main, and authorized the City Manager to execute all documents related to this matter on behalf of the city.
- ◆ Adopted the resolution to sell city property located at 10323 Archwood Drive, placed the resolution on file with the Office of the City Clerk for 28 days with final action on July 7, 2015.
- ◆ Adopted the resolution to sell city property located at 1521 Helen Drive, placed the resolution on file with the Office of the City Clerk for 28 days with action on July 7, 2015.
- ◆ Authorized the Mayor and City Clerk to execute the three-year labor agreement between the City of Portage and the United Auto Workers.
- ◆ Approved a two-year contract renewal with The Hartford for employee basic life, basic accidental death and dismemberment, contributory life, contributory accidental death and dismemberment, dependent life and long-term disability insurance and authorized the City Manager to execute all documents on behalf of the city.
- ◆ Ordered notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2015, will be transferred to the 2015 city tax roll and assessed against the property for which the services were furnished.
- ◆ Set a Committee of the Whole (COW) meeting for Tuesday, June 23, 2015, at 6:00 p.m. in Conference Room No. 1 to discuss the topic of Public Safety.

## COMMUNICATION

- ◆ City Council received a presentation by Historic District Commission Chair Mark Reile.

## BID TABULATIONS

- ◆ Awarded a contract in the amount of \$283,545.05 to Michigan Paving & Materials, Incorporated, for mill and fill asphalt repair of major and local street sections and authorized the City Manager to execute all documents related to this action on behalf of the city.
- ◆ Awarded a contract in the amount of \$67,233.60 to Northern Construction Services Corporation to provide curb repairs and authorized the City Manager to execute all documents related to this action on behalf of the city.
- ◆ Accepted the low bid in the amount of \$49,208.45 from Wyoming Asphalt Paving, Incorporated, to provide repairs to the Lakeview Park and Hayloft Theatre parking lots and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Approved a contract in the amount of \$46,300 with J. Allen & Company, Incorporated, for the upgrade to the Ramona Park tennis/pickleball courts and approve Change Order #1 in the amount of \$19,064 to J. Allen & Company, Incorporated, for an additional tennis/pickleball court at unit pricing within the contract and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Accepted the low bid in the amount of \$41,080 from J. Allen & Company, Incorporated, to provide repairs to the Lovers Lane Bikeway and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Approved the bid in the amount of \$28,000 to Great Lakes Caulking & Waterproofing for the Fire Station #1 apparatus floor coating project and authorized the City Manager to execute all documents related to this matter on behalf of the city.

## STATEMENTS OF CITIZENS

- ◆ A young Boy Scout from Three Rivers came forward and informed City Council that he was present at the meeting in an effort to get information for his Communication Badge and mentioned he received a lot of notes from the meeting to help him earn a Merit Badge.

## STATEMENTS OF CITY COUNCIL

- ◆ Councilmember Ford congratulated Public Media Network for getting live streaming to work for the City Council Meeting, Councilmember Ansari concurred and Mayor Pro Tem Pearson indicated that he was looking forward to live streaming on Apple Computer products.
- ◆ Councilmember Urban indicated that school is now out and asked everyone to be careful of the children in the neighborhoods playing outside and participating in summer activities all day long.

- ◆ City Manager Shaffer reviewed his June 9, 2015 Materials Transmitted Communication regarding Current Construction Updates for South Westnedge Avenue, Oakland Drive and West Osterhout Avenue.
- ◆ Mayor Strazdas indicated that he has attended over 100 Eagle Scout Courts of Honor. He also mentioned the ribbon-cutting ceremony for the new Habitat for Humanity Store on South Westnedge Avenue and noted that the ribbon that had to be cut was a wooden 2 x 4. He then expressed his condolences for Chhay Wong and Calvin Chao, who drowned on Wednesday on Bankson Lake near Lawton, and who often spent Saturday mornings working hard building homes for Habitat for Humanity. He indicated that he attended the rededication of Milham Meadows, which is home to 1,000 Portage citizens, and he thanked the VanderVeen family, who conveyed the property to an entity that has already invested \$1 million in the property and will make sure the property is well-maintained.

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**COMPLETE MINUTES OF EACH CITY COUNCIL MEETING ARE AVAILABLE ON THE CITY WEBSITE AT PORTAGEM.I.GOV, IN CITY HALL AND IN THE DISTRICT LIBRARY. MINUTES OF CITY BOARDS AND COMMISSIONS ARE AVAILABLE ON REQUEST FROM VARIOUS DEPARTMENTS.**

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

At the request of Mayor Strazdas, Pastor Craig Glass of Portage Free Methodist Church gave the invocation and City Council and the audience recited the Pledge of Allegiance.

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

**APPROVAL OF MINUTES:** Motion by Ansari, seconded by Ford, to approve the Regular Meeting Minutes of May 26, 2015, as presented. Upon a voice vote, motion carried 6 to 0.

\* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Urban to read the Consent Agenda. Councilmember Urban asked that Item F.3, Sale of City Property – 10323 Archwood Drive, be removed from the Consent Agenda. Discussion followed.

Motion by Urban, seconded by Ansari, to approve the Consent Agenda motions as amended. Upon a roll call vote, motion carried 6 to 0.

\* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JUNE 9, 2015:** Motion by Urban, seconded by Ansari, to approve the Accounts Payable Register of June 9, 2015. Upon a roll call vote, motion carried 6 to 0.

#### **REPORTS FROM THE ADMINISTRATION:**

\* **PCM CONTRACT RENEWAL FOR INFORMATION TECHNOLOGY SERVICES MANAGEMENT:** Motion by Urban, seconded by Ansari, to accept the renewal agreement from PCM, Inc., for continued provision of information technology services management on behalf of the City of Portage for a period of five years at a negotiated price of \$2,452,729 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.

\* **SOUTH 12TH STREET BLOCK LIFT STATION MAINTENANCE:** Motion by Urban, seconded by Ansari, to approve emergency expenditures in the estimated amount not to exceed \$110,000 for repairs related to the South 12th Street Block Lift Station, which includes replacement of piping in the lift station and repair of the force main, and authorize the City Manager to execute all documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

**SALE OF CITY PROPERTY - 10323 ARCHWOOD DRIVE:** Councilmember Urban indicated that he has no objection to the sale of this property or the price, but wanted to make sure the representation about the water and sewer was made perfectly clear. He expressed the concerns of some of the citizens that the survey was incomplete and/or biased, and indicated that he had presumed that the survey showed that the majority of the homeowners wanted water and sewer installed and there was a desire to have this project moved up in the Capital Improvement Project schedule. He indicated that the information provided in the City Manager Communication dated June 9, 2015, via the Materials Transmitted does not substantiate a desire for installing water and sewer on Cliffwood and Archwood. He pointed out that even though it does not matter at this time, he wanted to make sure there was no representation to the buyer of when water and sewer would be installed by the City. He also indicated that this City Council does not decide this matter because the City Council elected at the November 3, 2015, would make that decision and explained the process required to make the change. Discussion followed regarding whether the builder was given an extra year to earn the \$3,000 bonus based on an

occupancy permit and he emphasized that he wanted to make it clear to everyone that there is no guarantee this is going to happen. He indicated that past City Councils have accepted the will of the majority of the neighborhoods in delaying installation of water and sewer until there was an overriding need such as a deteriorated road condition, etc. He provided the delay requested by the property owners on Lloy Street as an example where the installation of water and sewer was delayed for a number of years upon the request by a majority of the property owners.

Mayor Strazdas noted that the survey indicated a majority of the property owners in this instance do not want installation of water and sewer, that past policy of City Council would have the majority drive the special assessment, and asked Mr. Shaffer for his assurances that there is no plan for a special assessment. Mr. Shaffer emphasized that City Council is the “gatekeeper” of that entire process, notwithstanding any predisposition of the Administration, and noted that the survey was a result of a response to the question of what, if anything, would the City do to enhance the sale ability of the property, but that the two issues are not linked. Councilmember Urban clarified that this is not the policy of City Council, but a past practice, and City Council does have the option of deciding to do the project and impose the special assessment, even in the case of a negative survey or vote of the affected citizens because the best interest of the City controls. Discussion followed.

Peter Brihoda, 207 Cliffwood Avenue, objected to installation of water and sewer for his neighborhood and referred to the survey letter and post card sent to the neighborhood. He also indicated that he received his letter after the February 20, 2015 deadline for the return of the post card. He indicated that his neighbors John and Theresa Ius, 301 Cliffwood Avenue, and Nick and Coleen Brown, 227 Cliffwood Avenue, did not receive the survey letter and post card at all. He scrutinized the votes on the copies of the postcards (without names and signatures) procured by, Ron Warner, 202 Cliffwood Avenue. Discussion followed. He referred to the request of the buyer, Dan Vander Ploeg to have an extension of time of three years instead of only two years to construct a single-family dwelling in order to receive the \$3,000 refund incentive on the purchase price. He read from the June 9, 2015 Communication from the City Manager, Sale of Property – 10323 Archwood Drive, “Based on a recent survey of property owners in the vicinity of the property at 10323 Archwood Drive, the City Administration proposes to install public sewer and water along Archwood Drive and Cliffwood Drive in the spring of 2017.....” He asked whether Mr. Vander Ploeg would have to pay the Special Assessment if he builds in 2018, after the installation of public sewer and water along Archwood Drive and Cliffwood Drive in the spring of 2017.

Mayor Strazdas explained that the survey revealed that the citizens do not want the installation of public sewer and water, and the City Manager does not recommend the installation of public sewer and water tonight; with that, he suspects the City Council will not wish to proceed with the installation of public sewer and water tonight. Councilmember Urban pointed out that that issue is not before the City Council and will not come before Council until the adoption of the FY 2016-2017 Budget. Discussion followed. In answer to Mayor Strazdas, Mr. Shaffer indicated that the Administration will not be getting water and sewer for the Archwood property next year; furthermore, he re-emphasized that City Council is the “gatekeeper” of that process, so water and sewer is not tied to the deal to sell this property; also, special assessments go with the property, not the property owner, so it would be charged to the titleholder, so any successor in title would be responsible for the assessment and explained. Discussion followed.

City Attorney Randy Brown interjected as a reminder that the only action before City Council is the adoption of the resolution to make the final decision on July 7, 2015, on the sale of the property. Discussion followed.

At the request of Mayor Strazdas, Community Development Director Vicki Georgeau clarified that with regard to the purchase agreement as presented, the purchaser understands the process in that there is no water and sewer, and expressed an interest in getting the rebate being offered as an incentive that the Administration put in place to help sell the property. She said he plans to put in a well and septic system, but his plans could change and he is still trying to finalize how he wishes to proceed.

Discussion followed and Councilmember Urban indicated that 301 Cliffwood Avenue is not a part of the Special Assessment District and that is why they did not receive the letter and survey card.

Motion by Urban, seconded by Ansari, to adopt the resolution to sell city property located at 10323 Archwood Drive, place the resolution on file with the Office of the City Clerk for 28 days and take final action on July 7, 2015.

Councilmember Ansari spoke in favor of the sale as a benefit for the schools, the City and the District Library.

Councilmember Randall concurred and reviewed the history of the discussion about the sale of the 10323 Archwood Drive property during her past six years as a City Councilmember. She spoke in favor of the sale and indicated that City Council determined that this is the best use of the property for all of the citizens in Portage, not just the neighborhood, nor the proposed neighborhood garden and explained. She expressed her appreciation to City Council for considering this action.

Mayor Strazdas concurred and thanked Mr. Shaffer for clarifying the water and sewer question as discussed earlier. He asked Mr. Brihoda to come forward and he explained the rationale for the interest in a vegetable garden, and emphasized that the neighbors would rather have a neighbor on the property instead and restated his concern that there was an appearance that the City wanted to “ram” water and sewer down the street and explained.

Mayor Pro Tem Pearson commended City Manager Shaffer and his staff for finding a buyer for the property since it sat empty for years and explained. He then gave credit to Councilmember Randall for finding the real reason why the property would not sell at auction. She found out that it was bundled with dozens of undesirable properties located outside Portage which required the successful bidder to buy all of the distressed properties in undesirable locations in order to get the nice property in a nice Portage neighborhood.

Mayor Strazdas pointed out that this happened in the middle of the recession when few people would buy anything and explained. Upon a roll call vote, motion carried 6 to 0.

\* **SALE OF CITY PROPERTY - 1521 HELEN DRIVE:** Motion by Urban, seconded by Ansari, to adopt the resolution to sell city property located at 1521 Helen Drive, place the resolution on file with the Office of the City Clerk for 28 days and take final action on July 7, 2015. Upon a roll call vote, motion carried 6 to 0.

\* **PROPOSED THREE-YEAR LABOR AGREEMENT WITH THE UNITED AUTO WORKERS:** Motion by Urban, seconded by Ansari, to authorize the Mayor and City Clerk to execute the three-year labor agreement between the City of Portage and the United Auto Workers. Upon a roll call vote, motion carried 6 to 0.

\* **LIFE AND LONG-TERM DISABILITY INSURANCE:** Motion by Urban, seconded by Ansari, to approve a two-year contract renewal with The Hartford for employee basic life, basic accidental death and dismemberment, contributory life, contributory accidental death and dismemberment, dependent life and long-term disability insurance and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

\* **DELINQUENT WATER AND SEWER BILLS:** Motion by Urban, seconded by Ansari, to order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2015, will be transferred to the 2015 city tax roll and assessed against the property for which the services were furnished. Upon a roll call vote, motion carried 6 to 0.

\* **JUNE 23, 2015 COMMITTEE OF THE WHOLE MEETING:** Motion by Urban, seconded by Ansari, to set a Committee of the Whole (COW) meeting for Tuesday, June 23, 2015, at 6:00 p.m. in Conference Room No. 1 to discuss the topic of Public Safety. Upon a roll call vote, motion carried 6 to 0.

## COMMUNICATION:

**HISTORIC DISTRICT COMMISSION CHAIR MARK REILE:** Historic District Commission Chair and Architect Mark Reile described his involvement with historical properties in Portage over the years, described the scattered Portage Historic District and mentioned the three buildings located in Celery Flats, the School House, Stuart Manor and the Grain Elevator. He mentioned that the Historic District Commission was instituted in 1990-1991 and explained the purpose of the Commission and described some of the past and current activities and concerns of the Commission. He welcomed any funding in order to continue preservation of historic Portage properties. Discussion followed. Mayor Strazdas expressed his appreciation to Mr. Reile for his volunteerism.

Councilmember Urban asked that the Administration provide the process for taking a property off of the Historic Register. Discussion followed.

In answer to Councilmember Randall, Mr. Reile indicated that the Historic District does not apply to what happens inside a home except where a remodel results in the relocation of a door or window because it affects the outside integrity or appearance of the building. In response to her question regarding the restoration of barns and out buildings for tens of thousands of dollars, Mr. Reile indicated that it is a delicate balance, and that the Commission is developing a policy to assist the new buyer when one of the Historic homes is purchased.

In answer to Mr. Ford, Mr. Reile indicated that the common reason for owners wanting to sell an Historic home is because there seems to be a whole new level of oversight and that could limit what can be done with the property and explained. Discussion followed.

Motion by Ansari, seconded by Urban, to receive the Presentation by Historic District Commission Chair Mark Reile. Upon a roll call vote, motion carried 6 to 0.

\* **MINUTES OF BOARDS AND COMMISSIONS MEETINGS:** City Council received the minutes of the Portage Planning Commission of May 7, 2015.

## BID TABULATIONS:

\* **MILL AND FILL SUMMER REPAIRS – BID TABULATION:** Motion by Urban, seconded by Ansari, to award a contract in the amount of \$283,545.05 to Michigan Paving & Materials, Incorporated, for mill and fill asphalt repair of major and local street sections 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.

\* **CURB REPAIRS – BID TABULATION:** Motion by Urban, seconded by Ansari, to award a contract in the amount of \$67,233.60 to Northern Construction Services Corporation to provide curb repairs 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.

\* **LAKEVIEW PARK AND HAYLOFT THEATRE PARKING LOT IMPROVEMENTS – BID TABULATION:** Motion by Urban, seconded by Ansari, to accept the low bid in the amount of \$49,208.45 from Wyoming Asphalt Paving, Incorporated, to provide repairs to the Lakeview Park and Hayloft Theatre parking lots and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

\* **RAMONA PARK TENNIS/PICKLEBALL COURT UPGRADES – BID TABULATION:** Motion by Urban, seconded by Ansari, to approve a contract in the amount of \$46,300 with J. Allen & Company, Incorporated, for the upgrade to the Ramona Park tennis/pickleball courts and approve Change Order #1 in the amount of \$19,064 to J. Allen & Company, Incorporated, for an additional

tennis/pickleball court at unit pricing within the contract and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

\* **LOVERS LANE BIKEWAY IMPROVEMENTS – BID TABULATION:** Motion by Urban, seconded by Ansari, to accept the low bid in the amount of \$41,080 from J. Allen & Company, Incorporated, to provide repairs to the Lovers Lane Bikeway and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

\* **APPARATUS FLOOR COATING PROJECT FOR FIRE STATION #1 – BID TABULATION:** Motion by Urban, seconded by Ansari, to approve the bid in the amount of \$28,000 to Great Lakes Caulking & Waterproofing for the Fire Station #1 apparatus floor coating project and authorize the City Manager to execute all documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

## **OTHER CITY MATTERS:**

**STATEMENTS OF CITIZENS:** A young Boy Scout from Three Rivers came forward and informed City Council that he was present at the meeting in an effort to get information for his Communication Merit Badge and mentioned he received a lot of notes from the meeting to help him earn the Badge. Discussion followed.

**STATEMENTS OF CITY COUNCIL:** Councilmember Ford congratulated Public Media Network for getting live streaming to work for the City Council Meeting, Councilmember Ansari concurred and Mayor Pro Tem Pearson indicated that he was looking forward to live streaming on Apple Computer products.

Councilmember Urban indicated that school is now out and asked everyone to be careful of the children in the neighborhoods playing outside and participating in summer activities all day long.

City Manager Shaffer reviewed the details of his June 9, 2015 Materials Transmitted Communication regarding Current Construction Updates for South Westnedge Avenue, Oakland Drive and West Osterhout Avenue. Discussion followed.

Mayor Strazdas indicated that he has attended over 100 Eagle Scout Courts of Honor. He also mentioned the ribbon-cutting ceremony for the new Habitat for Humanity Store on South Westnedge Avenue and noted that the ribbon that had to be cut was a wooden 2 x 4. He then expressed his condolences for Chhay Wong and Calvin Chao, who drowned on Wednesday on Bankson Lake near Lawton, and who often spent Saturday mornings working hard building homes for Habitat for Humanity. He indicated that he attended the rededication of Milham Meadows, which is home to 1,000 Portage citizens, and he thanked the VanderVeen family, who conveyed the property to an entity that has already invested \$1 million in the property and will make sure the property is well-maintained.

**ADJOURNMENT:** Mayor Strazdas adjourned the meeting at 8:27 p.m.

James R. Hudson, City Clerk

\*Indicates items included on the Consent Agenda.

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager

**SUBJECT:** Accounts Payable Register



**SUPPORTING PERSONNEL:** William Furry, Director of Finance

**ACTION RECOMMENDED:** That City Council approve the Accounts Payable Register of June 23, 2015 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period May 24, 2015 through June 7, 2015 and notes \$223,702.94 in automated clearing house payments, \$211,702.11 in paper checks and \$4,291.64 in auto-pay payments for a grand total of \$439,696.69.

**FUNDING:** N/A

**Attachments:** Accounts Payable Register

CITY OF PORTAGE CHECK REGISTER  
 Check Date From: 5/24/2015 to 6/7/2015

Check Date	Ref No.	Vendor Name	Amount
06/05/15	4073(A)	ABONMARCHE CONSULTANTS, INC	11,538.03
06/05/15	4074(A)	APOLLO FIRE EQUIPMENT COMPANY	176.00
06/05/15	4075(A)	BATTERIES PLUS	551.58
06/05/15	4076(A)	BEEBE, RONALD E.	192.00
06/05/15	4077(A)	BELL EQUIPMENT COMPANY	146,207.00
06/05/15	4078(A)	BRENNER OIL CO.	16,064.40
06/05/15	4079(A)	C C I SOUTH, INC.	2,494.50
06/05/15	4080(A)	EMPLOYMENT GROUP, INC.	2,341.33
06/05/15	4081(A)	FURRY, WILLIAM	73.14
06/05/15	4082(A)	GLOBAL TELEMATIC SOLUTIONS LLC	800.00
06/05/15	4083(A)	INDUSCO SUPPLY CO., INC.	1,270.64
06/05/15	4084(A)	IRISH AYRES ENTERPRISES, LLC	17,934.00
06/05/15	4085(A)	JONES & HENRY ENGINEERS, LTD	4,071.89
06/05/15	4086(A)	KEHOE, EDWARD J	240.00
06/05/15	4087(A)	KOPEC, CASEY	138.00
06/05/15	4088(A)	LIBRA INDUSTRIES, INC. OF MICHIGAN	1,120.07
06/05/15	4089(A)	M & M CUSTOM FABRICATING INC.	57.30
06/05/15	4090(A)	MAURER'S TEXTILE RENTAL SERVICES	323.29
06/05/15	4091(A)	MEDEMA, TIMOTHY	208.00
06/05/15	4092(A)	ONE WAY PRODUCTS	679.64
06/05/15	4093(A)	PCM SALES, INC.	41.00
06/05/15	4094(A)	PETERS CONSTRUCTION CO.	3,875.00
06/05/15	4095(A)	PORTAGE FIREFIGHTERS	1,458.88
06/05/15	4096(A)	PORTAGE ON-CALL FIREFIGHTERS	110.00
06/05/15	4097(A)	PORTAGE POLICE OFFICERS ASSOC	686.00
06/05/15	4098(A)	RESIDENTIAL PLUMBING SERVICES, INC	925.21
06/05/15	4099(A)	ROBERTS, CHARLES D	96.00
06/05/15	4100(A)	THOMPSON, HELENE	441.00
06/05/15	4101(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	361.65
06/05/15	4102(A)	VANDERBERG, WARD M	235.00
06/05/15	4103(A)	VERPLANK TRUCKING CO.	3,023.31
06/05/15	4104(A)	WARNER NORCROSS & JUDD LLP	3,766.67
06/05/15	4105(A)	WEST, STEVEN R	57.00
06/05/15	4106(A)	WOLVERINE POWER SYSTEMS	2,145.41
		<b>SUBTOTAL:</b>	<b>34 CHECKS 223,702.94</b>
05/26/15	293583	WRAPS N SIGNS	150.39
06/05/15	293584	3RD DISTRICT COURT	300.00
06/05/15	293585	A NEW LEAF	85.00
06/05/15	293586	A T & T LONG DISTANCE	243.47
06/05/15	293587	A-1 ASPHALT SEALING & REPAIR, INC.	6,001.00

CITY OF PORTAGE CHECK REGISTER  
 Check Date From: 5/24/2015 to 6/7/2015

Check Date	Ref No.	Vendor Name	Amount
06/05/15	293588	ADP, INC.	866.38
06/05/15	293589	ALL-PHASE ELECTRIC SUPPLY CO.	44.82
06/05/15	293590	ALLEGRA PRINT & IMAGING	501.30
06/05/15	293591	ALLSTEEL, INC.	1,376.66
06/05/15	293592	ANA COLON	100.00
06/05/15	293593	APPLIED IMAGING	2,113.24
06/05/15	293594	ARROWHEAD SCIENTIFIC, INC.	639.32
06/05/15	293595	AT&T	122.60
06/05/15	293596	AUTOMATIC MICROFILM CO.	3,527.88
06/05/15	293597	B L HARROUN & SON INC.	344.90
06/05/15	293598	B S & A SOFTWARE	300.00
06/05/15	293599	BALKEMA EXCAVATING, INC.	2,079.00
06/05/15	293600	BRONSON ATHLETIC CLUB	1,650.00
06/05/15	293601	BRYANT, JERMAINE	460.00
06/05/15	293602	BULLSEYE WINDSHIELD REPAIR	60.00
06/05/15	293603	BYHOLT INC.	300.36
06/05/15	293604	C A L E A	4,065.00
06/05/15	293605	CAMPBELL AUTO SUPPLY	11.80
06/05/15	293606	CLASSIC GLASS, INC.	377.46
06/05/15	293607	CLINGENPEEL, DAVID	230.00
06/05/15	293608	COLE KRUM CHEVROLET	49.00
06/05/15	293609	CONSUMERS ENERGY	30,396.87
06/05/15	293610	CONSUMERS ENERGY-BILL PMT CNT	1,000.00
06/05/15	293611	COSTAR REALTY INFORMATION, INC.	294.68
06/05/15	293612	CROSSROADS CAR WASH	120.75
06/05/15	293613	CUSTER OFFICE ENVIRONMENTS	1,219.30
06/05/15	293614	D L GALLIVAN INC.	386.60
06/05/15	293615	DAVID HOJNACHI J	184.00
06/05/15	293616	DECKER, KAY	114.00
06/05/15	293617	DECKER, KAY	97.00
06/05/15	293618	DEER CONTRACTING & LANDSCAPE	8,814.00
06/05/15	293619	DENOYER BROTHERS, INC.	253.10
06/05/15	293620	DMOCH, ADAM	249.89
06/05/15	293621	DORIE EHRIG	100.00
06/05/15	293622	DOROTHY KASUNIC	20.00
06/05/15	293623	EPILEPSY FOUNDATION OF MICHIGAN	100.00
06/05/15	293624	EVANS STREET STATION L.L.C.	520.00
06/05/15	293625	FLIERS UNDERGROUND SPRINKLING	79.00
06/05/15	293626	FORSHEE, MARK	138.00
06/05/15	293627	GOGGIN RENTALS	1,531.53
06/05/15	293628	GORDON WATER SYSTEMS	8.00
06/05/15	293629	GRAHAM FORESTRY SERVICE, INC.	1,610.00

CITY OF PORTAGE CHECK REGISTER  
 Check Date From: 5/24/2015 to 6/7/2015

Check Date	Ref No.	Vendor Name	Amount
06/05/15	293630	GRAND HOTEL	9,775.00
06/05/15	293631	GREAT LAKES SYSTEMS, INC.	7,343.30
06/05/15	293632	GREATER KALAMAZOO FOP LODGE 98	549.20
06/05/15	293633	GREATER KALAMAZOO FOP LODGE 98	2,667.99
06/05/15	293634	GRIFFIN PEST SOLUTIONS, INC.	200.00
06/05/15	293635	HARTMAN, CHARLES	47.00
06/05/15	293636	HENRY LAWS	800.00
06/05/15	293637	HOME DEPOT	2,171.98
06/05/15	293638	HOWARD PRINTING	2,920.00
06/05/15	293639	HUDSON, JAMES	300.00
06/05/15	293640	HUMPHREYS CAMPBELL DUST & HUMPHREYS	700.00
06/05/15	293641	HUNTINGTON NATIONAL BANK	500.00
06/05/15	293642	HUNTINGTON NATIONAL BANK	4,750.00
06/05/15	293643	HYDRO-CHEM SYSTEMS, INC.	345.65
06/05/15	293644	JOHN DEERE LANDSCAPES	272.88
06/05/15	293645	JOYCE STANDISH	150.00
06/05/15	293646	KALAMAZOO COUNTY ROAD COMMISSI	5,354.01
06/05/15	293647	KALAMAZOO COUNTY TREASURER	1,822.50
06/05/15	293648	KANTOLA PRODUCTIONS	196.00
06/05/15	293649	KELLY VERES	100.00
06/05/15	293651	LOUTHAN, WILLIAM F	96.00
06/05/15	293652	LOWE'S HOME CENTER	1,146.58
06/05/15	293653	MARCY CHEMELLI	67.50
06/05/15	293654	MARSHALL & SWIFT	954.15
06/05/15	293655	MARTIN SPRING & DRIVE, INC.	5,151.35
06/05/15	293656	MASTON, BENJAMIN	100.00
06/05/15	293657	MEEKHOF TIRE SALES & SERVICE INC.	591.77
06/05/15	293658	MICH MUNICIPAL POLICE & FIRE REPAIR	1,373.73
06/05/15	293659	MICHAEL MEIER	144.00
06/05/15	293660	MICHIGAN ELECTION RESOURCES, LLC	393.35
06/05/15	293661	MIDWEST CUSTOM EMBROIDERY COMPANY	144.00
06/05/15	293662	MIDWEST ENERGY COOPERATIVE	268.78
06/05/15	293663	MILKO, DAVID & MARILYN	3,228.00
06/05/15	293664	MODERN TILE & CARPET, INC.	483.87
06/05/15	293665	NATIONAL FIRE PROTECTION ASSOC	184.10
06/05/15	293666	NATIONAL KIDNEY FOUNDATION OF MICH	100.00
06/05/15	293667	NELSON'S HARDWARE	22.98
06/05/15	293668	NEW FRESH CLEANING SERVICE	1,380.00
06/05/15	293669	NYE UNIFORMS	293.22
06/05/15	293670	OFFICE DEPOT, INC.	468.44
06/05/15	293671	OFFICETEAM	2,985.02
06/05/15	293672	ONSTAFF USA INC	8,793.14

CITY OF PORTAGE CHECK REGISTER  
 Check Date From: 5/24/2015 to 6/7/2015

Check Date	Ref No.	Vendor Name	Amount
06/05/15	293673	PAPER CENTRAL	839.50
06/05/15	293674	PATESEL, TERRY	359.00
06/05/15	293675	PAUL KRICK	138.00
06/05/15	293676	PETTY CASH-CITY MANAGER	237.35
06/05/15	293677	PETTY CASH-FIRE	267.80
06/05/15	293678	PETTY CASH-PARKS	514.04
06/05/15	293679	PORTAGE GLASS & MIRROR	399.00
06/05/15	293680	PORTAGE PUBLIC SCHOOLS	11,323.35
06/05/15	293681	PRUDENTIAL NURSERY	2,090.00
06/05/15	293682	R C M HEADSETS/R C M & ASSOC.	111.00
06/05/15	293683	RECYCLE AWAY, LLC	3,489.57
06/05/15	293684	RIGHT-WAY RENTAL, INC.	60.00
06/05/15	293685	ROMENCE GARDENS, INC	77.20
06/05/15	293686	SAMES, ROBERT	54.00
06/05/15	293687	SECANT TECHNOLOGIES	1,989.66
06/05/15	293688	SIMPLIFILE LC	41.00
06/05/15	293689	SOCIETY FOR HUMAN RESOURCE MGMT	190.00
06/05/15	293690	SOIL & MATERIALS ENGINEERS,INC	616.71
06/05/15	293691	SPRINT	267.89
06/05/15	293692	STACY FRENCH	2,612.19
06/05/15	293693	STANDISH, GORDON AND JOYCE	1,800.00
06/05/15	293694	STAP BROS LAWN & LANDSCAPE,INC	7,409.33
06/05/15	293695	STATE SYSTEMS RADIO, INC	505.50
06/05/15	293696	STATE TAX COMMISSION	50.00
06/05/15	293697	SWANK MOTION PICTURES, INC.	375.00
06/05/15	293698	THE CANOPEUM, INC.	260.00
06/05/15	293699	TODD ARBANAS ENTERPRISES INC.	10,695.00
06/05/15	293700	TOO CLEAN JANITORIAL	6,350.00
06/05/15	293701	TOY BOX STORAGE	1,518.00
06/05/15	293702	U S POSTAL SERVICE	3,500.00
06/05/15	293703	ULINE, INC.	259.56
06/05/15	293704	UNITED PARCEL SERVICE	32.21
06/05/15	293705	VANDERBILT, JOHN	96.00
06/05/15	293706	VANDERKLOK TRUCKING CO., INC.	1,536.00
06/05/15	293707	VERIZON WIRELESS SERVICES, LLC	1,767.06
06/05/15	293708	WALL STREET JOURNAL	413.40
06/05/15	293709	WANDA BROWN	100.00
06/05/15	293710	WATKINS, GREG	46.00
06/05/15	293711	WINDER POLICE EQUIPMENT, INC.	6,456.43
06/05/15	293712	WITMER PUBLIC SAFETY GROUP	183.57
06/05/15	293713	YADIRA CARRILLO-HERNANDEZ	100.00
		<b>SUBTOTAL:</b>	<b>130 CHECKS 211,702.11</b>

CITY OF PORTAGE CHECK REGISTER  
Check Date From: 5/24/2015 to 6/7/2015

Check Date	Ref No.	Vendor Name		Amount
06/04/15	5/18/1904	Consumers Auto-Pay	1 CHECK	4,291.64
		<b>TOTAL:</b>	<b>165 CHECKS</b>	<b>439,696.69</b>

\*\* (A) DENOTES ACH PAYMENTS

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager

**SUBJECT:** Ordinance Amendment 14/15-B, Site Plan Review

**SUPPORTING PERSONNEL:** Victoria Georgeau, Director of Community Development

**ACTION RECOMMENDED:** That City Council, subsequent to the public hearing, approve Ordinance Amendment #14/15-B, Site Plan Review.

Subsequent to the January 20, 2015 and February 10, 2015 Council Committee of the Whole (COW) meetings, the City Administration and Planning Commission have prepared several amendments to the Zoning Code, Section 42-481, site plans reviewed, in an effort streamline the development review process to enhance the “speed to permitting” concept. The proposed amendments are primarily proposed to expand the administrative review of development projects within industrial zoning districts, thereby reducing the amount of overall plan review time. The amendments are summarized in the ensuing paragraphs.

Section 42-481(A)(3). This section of the code addresses property owned by Pfizer Corporation which due to the size of the company’s land holdings and amount of construction activity within the manufacturing complex is not required to submit site plans. However, the “southwest quarter of the southeast quarter of Section 11” (northeast corner of Portage Road and Romence Road occupied by the large three-story office building) is no longer owned by Pfizer. As a result, this property is proposed to be removed and will then be subject to site plan review.

Section 42-481(B)(2)(a). Modifications to this section include specifying the zoning district (OS-1, B-1, B-2 or B-3) and removing the two-acre maximum size requirement. The two-acre maximum requirement was removed since the intensity of the land use (i.e. impacts) is related to the size of the development project and not the size of the parcel.

Section 42-481(B)(2)(b). This is a new section specific to the industrial zoning districts. This section would allow the City Administration to approve new nonresidential development in the I-1 and I-2 zoning districts involving a building area up to 50,000 square feet.

Section 42-481(B)(2)(c). This section pertains to building additions to previously approved site plans. Similar to Section 42-481(B)(2)(a) above, this section has been modified to apply to the office and commercial zoning districts (OS-1, B-1, B-2 or B-3) and eliminate the two-acre maximum size requirement.

Section 42-481(B)(2)(d). This section has been modified to apply only to the I-1 and I-2 zoning districts; the percent of gross floor area has been increased from 30% to 50% and the not to exceed total square footage increased from 20,000 square feet to 50,000 square feet, consistent with Section 42-481(B)(2)(b).

Section 42-481(B)(3). This section has been modified slightly to include reference to “neighborhoods” and community “overall” in an effort to emphasize the importance of protecting/preserving residential areas and the community in general.

The administrative approvals have streamlined the plan review process and expedited issuance of permits for many smaller, less impactful projects. If there are unique or controversial circumstances involving a site plan regardless of the size of the building, the Director can refer the plan to the Commission for review and approval.

In a report dated May 1, 2015, the Department of Community Development has recommended that Ordinance Amendment #14/15-B be approved.

Following preliminary discussions concerning the proposed ordinance amendments on April 16, 2015, the Planning Commission convened a public hearing May 7, 2015 to consider Ordinance Amendment #14/15-B. No citizens spoke in regard to the proposed Zoning Code text amendment. At the conclusion of the May 7 meeting, the Commission unanimously voted to recommend to City Council that Ordinance Amendment 14/15-B, site plan review, be approved.

**FUNDING:** Not Applicable

**Attachments:** City Council Communication Dated May 26, 2015  
Planning Commission transmittal dated May 8, 2015  
Planning Commission Minutes dated April 16 and May 7, 2015  
Department of Community Development report dated May 1, 2015  
Ordinance Amendment

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Ordinance Amendment 14/15-B, Site Plan Review

**SUPPORTING PERSONNEL:** Victoria Georgeau, Director of Community Development

**ACTION RECOMMENDED:** That City Council:

- a. accept Ordinance Amendment #14/15-B for first reading and set a public hearing for June 23, 2015, and
- b. subsequent to the public hearing, approve Ordinance Amendment #14/15-B, Site Plan Review.

Subsequent to the January 20, 2015 and February 10, 2015 Council Committee of the Whole (COW) meetings, the City Administration and Planning Commission have prepared several amendments to the Zoning Code, Section 42-481, site plans reviewed, in an effort streamline the development review process to enhance the “speed to permitting” concept. The proposed amendments are primarily proposed to expand the administrative review of development projects within industrial zoning districts, thereby reducing the amount of overall plan review time. The amendments are summarized in the ensuing paragraphs.

Section 42-481(A)(3). This section of the code addresses property owned by Pfizer Corporation which due to the size of the company’s land holdings and amount of construction activity within the manufacturing complex is not required to submit site plans. However, the “southwest quarter of the southeast quarter of Section 11” (northeast corner of Portage Road and Romence Road occupied by the large three-story office building) is no longer owned by Pfizer. As a result, this property is proposed to be removed and will then be subject to site plan review.

Section 42-481(B)(2)(a). Modifications to this section include specifying the zoning district (OS-1, B-1, B-2 or B-3) and removing the two-acre maximum size requirement. The two-acre maximum requirement was removed since the intensity of the land use (i.e. impacts) is related to the size of the development project and not the size of the parcel.

Section 42-481(B)(2)(b). This is a new section specific to the industrial zoning districts. This section would allow the City Administration to approve new nonresidential development in the I-1 and I-2 zoning districts involving a building area up to 50,000 square feet.

Section 42-481(B)(2)(c). This section pertains to building additions to previously approved site plans. Similar to Section 42-481(B)(2)(a) above, this section has been modified to apply to the office and

commercial zoning districts (OS-1, B-1, B-2 or B-3) and eliminate the two-acre maximum size requirement.

Section 42-481(B)(2)(d). This section has been modified to apply only to the I-1 and I-2 zoning districts; the percent of gross floor area has been increased from 30% to 50% and the not to exceed total square footage increased from 20,000 square feet to 50,000 square feet, consistent with Section 42-481(B)(2)(b).

Section 42-481(B)(3). This section has been modified slightly to include reference to “neighborhoods” and community “overall” in an effort to emphasize the importance of protecting/preserving residential areas and the community in general.

The administrative approvals have streamlined the plan review process and expedited issuance of permits for many smaller, less impactful projects. If there are unique or controversial circumstances involving a site plan regardless of the size of the building, the Director can refer the plan to the Commission for review and approval.

In a report dated May 1, 2015, the Department of Community Development has recommended that Ordinance Amendment #14/15-B be approved.

Following preliminary discussions concerning the proposed ordinance amendments on April 16, 2015, the Planning Commission convened a public hearing May 7, 2015 to consider Ordinance Amendment #14/15-B. No citizens spoke in regard to the proposed Zoning Code text amendment. At the conclusion of the May 7 meeting, the Commission unanimously voted to recommend to City Council that Ordinance Amendment 14/15-B, site plan review, be approved.

**FUNDING:** Not Applicable

**Attachments:** Planning Commission transmittal dated May 8, 2015  
Planning Commission Minutes dated April 16 and May 7, 2015  
Department of Community Development report dated May 1, 2015  
Ordinance Amendment

**TO:** Honorable Mayor and City Council

**FROM:** Planning Commission

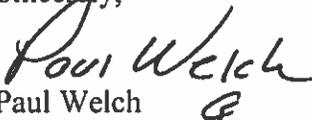
**DATE:** May 8, 2015

**SUBJECT:** Ordinance Amendment #14/15-B, Site Plan Review

During the April 16, 2015 Planning Commission meeting, the Commission discussed several proposed amendments to Section 42-481, site plans reviewed, contained in the Zoning Code. The amendments are being considered as a way to expedite the development review process to aid in "speed to permitting." The amendments primarily expand the administrative review/approval of smaller-scale site plans, especially for projects located in the industrial zoning districts. Following this discussion, the Planning Commission set a public hearing on May 7, 2015 to solicit public input concerning the proposed amendments.

The Planning Commission convened a public hearing during the May 7, 2015 meeting to consider Ordinance Amendment #14/15-B. No citizens spoke during the public hearing. After a brief discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Felicijan, to recommend to City Council that Ordinance Amendment #14/15-B, Site Plan Review, be approved. The motion was unanimously approved 6-0.

Sincerely,

  
Paul Welch  
Chairman



McGillicuddy Lane should also be required. Mr. Gallagher stated that retention of the mature trees on the Van Riper historic homestead site and installation of the landscaped berm and evergreen trees is critical to screen the 3-story senior living facility from the McGillicuddy Lane residents. Mr. Gallagher also expressed concerns about outdoor lighting and noise associated with deliveries along the east side of the facility. Ms. Morren discussed the need for more historic markers across the city. Ms. Bossch stated she lives directly south of the development, at the corner of McGillicuddy Lane and Tullymore Court, and will have a direct view of the senior living facility. Ms. Bossch stated she supports the use, however, believes a significant berm with large evergreen trees needs to be constructed along the southern portion of the property. Mr. Ahmad, Mr. Cherico and Mr. Alleman stated they also support the senior living facility use with the concerns previously voiced by Mr. Gesmundo and the other neighbors. Mr. Sullivan indicated the 3-story structure was inconsistent with the adjacent residential neighborhood.

After a brief discussion, a motion was made by Commissioner Bosch, seconded by Commission Somers, to adjourn the public hearing for Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue, to the May 7, 2015 meeting. The motion was unanimously approved 7-0.

#### **OLD BUSINESS:**

None.

#### **NEW BUSINESS:**

1. Ordinance Amendment 14/15-B, Site Plan Review. Mr. Forth summarized the staff report dated March 27, 2015 regarding proposed changes to Zoning Code regulations pertaining to site plan review that would increase the square footage of industrial site plans that can be administratively reviewed/approved from 20,000 square feet to 50,000 square feet, eliminate the two acre maximum requirement and subject the northeast corner of Portage Road and Romence Road to site plan review. Mr. Forth indicated the proposed changes were intended to streamline the development review process and improve “speed to permitting”. Mr. Forth asked if the Commission had any questions prior to scheduling the public hearing.

Commissioner Bosch asked what the connection is between the 20,000 square feet of building area and the two acre provisions. Mr. Forth stated 20,000 square feet is approximately 25% lot coverage on a two acre parcel. Mr. Forth indicated that since the intensity of the use is driven by the size of the development project and not the size of the overall property, staff is recommending eliminating the two acre zoning lot reference. Commissioner Bosch stated he did not have any issue with the proposed 50,000 square foot limit for administrative review/approval of industrial developments, but asked if the 20,000 square foot limit for administrative review/approval of commercial development was too high. Mr. Forth stated the 20,000 square foot limit has been in place since the 2003 Zoning Code update and there haven’t been any issues with administrative site plan reviews. Mr. Forth indicated the ordinance allows the Director of Community Development to refer site plans to the Planning Commission for review/approval where significant development issues or circumstances may exist. Mr. West indicated the proposed ordinance change involving elimination of the two acre provision was based on staff experiences during the past 12 years of administratively reviewing site plans (e.g., a 15,000 square foot new development on two acres could be administratively approved, while a 2,000 square foot new development on three acres could not).

After additional discussion, a motion was made by Commissioner Dargitz, seconded by Commissioner Schimmel, to set a public hearing for May 7, 2015 to formerly consider Ordinance Amendment 14/15-B, Site Plan Review. The motion was unanimously approved 7-0.

#### **STATEMENT OF CITIZENS:**

None.

additional discussion, a motion was made by Commissioner Felicijan, seconded by Commissioner Patterson, to recommend to City Council that the Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue, be approved subject to the four conditions listed in the May 1, 2015 Community Development staff report; inclusion of the written narrative and tentative plan dated April 8, 2015; addendum letter from the applicant dated April 30, 2015; conceptual landscape plan dated April 29, 2015 submitted by the applicant; and subject further to construction of a berms ranging in height from 3-6 foot tall along the east and south sides of the site. The motion was unanimously approved 6-0.

2. Ordinance Amendment 14/15-B, Site Plan Review. Mr. Forth summarized the staff report dated May 1, 2015 regarding proposed changes to Zoning Code regulations pertaining to site plan review that would increase the square footage of industrial site plans that can be administratively reviewed/approved from 20,000 square feet to 50,000 square feet, eliminate the two acre maximum requirement and subject development proposals near the northeast corner of Portage Road and Romence Road to site plan review. Mr. Forth indicated the proposed changes were initiated by staff based on discussions with the City Council in January/February 2015 and were intended to enhance economic development by expediting the development review process and improving “speed to permitting”. Mr. Forth reviewed the six Zoning Code sections proposed for amendment.

Commissioner Dargitz asked why the amendment included removal of the two acre provision for administrative site plan approvals. Mr. Forth stated the size of the development project determines the intensity of the use, regardless of the acreage of the property. Mr. West provided background information regarding the 2003 Zoning Code Update and indicated the original intent was to regulate the size/square footage of the development project (20,000 square feet). Mr. West stated the 20,000 square foot building size provision was approximately 25% lot coverage on a two acre property. The public hearing was opened by Chairman Welch. No citizens spoke regarding the proposed ordinance amendment. A motion was made by Commissioner Somers, seconded by Commissioner Dargitz, to close the public hearing. The motion was unanimously approved 6-0. A motion was then made by Commissioner Patterson, seconded by Commissioner Felicijan, to recommend to City Council that Ordinance Amendment #14/15-B, Site Plan Review, be approved. The motion was unanimously approved 6-0.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

1. Schoolcraft Township Future Land Map Amendment – Section 13. Mr. West summarized the staff report dated May 1, 2015 regarding a proposed amendment to the Future Land Use Map component of the Schoolcraft Township Master Plan. Mr. West stated the amendment involves an application submitted by Greenstone Farm Credit Services that proposes to amend an approximate 64 acre tract of land located in Section 13 from the Rural Preservation classification to the Industrial classification. Mr. West stated the Future Land Use Map amendment is being requested in support of a related request to rezone the properties from RR, Rural Residential to L1, Local Industrial. Mr. West indicated the three parcels in question are situated along the north side of East W Avenue, immediately west of the Village of Vicksburg, approximately three miles south of the City of Portage corporate boundary. Pursuant to the Michigan Planning Enabling Act, Schoolcraft Township is requesting review and comment from all contiguous municipalities and other required agencies prior to the public hearing which is scheduled for the June 1, 2015 Schoolcraft Township Planning Commission meeting. Mr. West indicated staff has reviewed the proposed Future Land Use Map Amendment and does not have any specific comments.

After a brief discussion, a motion was then made by Commissioner Patterson, seconded by Commissioner Somers, to receive the proposed Schoolcraft Township Future Land Use Map Amendment – Section 13 with no specific comments offered. The motion was unanimously approved 6-0.

TO: Planning Commission

DATE: May 1, 2015

FROM: Vicki Georgeau, <sup>va</sup>Director of Community Development

SUBJECT: Ordinance Amendment 14/15-B, Site Plan Review

## I. INTRODUCTION

During the January 20, 2015 and February 10, 2015 Council Committee of the Whole (COW) meetings, efforts to enhance economic development were discussed, which included “speed to permitting.” After further discussion, Council indicated an interest in the City Administration reviewing ways to expedite the development review process, especially for industrial uses and “primary” job generating businesses.

In an effort to streamline the development review process, several changes to Section 42-481, site plans reviewed, are proposed. This section of the Zoning Code, which was adopted in 2003, allows administrative review and approval of site plans involving certain development projects that are typically small in scale and/or minimal impacts. Administrative approval by a team of professionals (Development Review Team) consisting of planners, engineers, fire protection specialists, and building code officials ensures a thorough, coordinated review, while also reducing plan review/approval time consistent with the “speed to permitting” concept.

The proposed amendments are primarily proposed to expand the administrative review of development projects within industrial zoning districts. Minor revisions to existing provisions of site plan review are also proposed and are shown on the attachment and summarized in the ensuing paragraphs.

## II. PROPOSED AMENDMENTS

Section 42-481(A)(3). This section is intended to address property owned by the Pfizer Corporation. Given the size of the Pfizer land holdings and amount of construction activity that occurs within the interior manufacturing complex, which has no impact on surrounding properties or the adjacent roadways, submission of site plans is not required. Building plans, however, must still be submitted for review and approval. Since the “southwest quarter of the southeast quarter of Section 11” (northeast corner of Portage Road and Romence Road occupied by the large three-story office building) is no longer owned by Pfizer, this property is proposed to be removed and will then be subject to site plan review.

Section 42-481(B)(2)(a). As noted above, this section currently permits the City Administration to approve new nonresidential development on a zoning lot of two acres or less with a building area of 20,000 square feet or less. Modifications to this section include specifying the zoning district (OS-1, B-1, B-2 or B-3) and removing the two acre maximum size requirement. Office and commercial zoning districts were also specified since a new section is proposed for industrial zoning districts (see

below). The two acre maximum requirement was removed since the intensity of the land use (i.e. impacts) is related to the size of the development project and not the size of the parcel. For example, the salon recently constructed at 1106 West Centre involved a building size of 1,200 square feet but since the zoning lot was four acres in size, review by the Planning Commission was required.

Section 42-481(B)(2)(b). This is a new section specific to the industrial zoning districts (I-1, light industrial and I-2, heavy industrial). Similar to Section 42-481(B)(2)(a) above, this section would allow the City Administration to approve new nonresidential development in the I-1 and I-2 zoning districts involving a building area up to 50,000 square feet. Industrial land uses often involve larger buildings and are primarily located along primary industrial corridors: Sprinkle Road, Portage Road and Shaver Road. If development presents potential impacts on adjacent land uses, Section 42-481(B)(3) can be used to trigger review by the Planning Commission.

Section 42-481(B)(2)(c). This section pertains to building additions to previously approved site plans. Similar to Section 42-481(B)(2)(a) above, this section has been modified to apply to the office and commercial zoning districts (OS-1, B-1, B-2 or B-3) and eliminate the two acre maximum size requirement.

Section 42-481(B)(2)(c). This section has been modified to apply only to the I-1 and I-2 zoning districts; the percent of gross floor area has been increased from 30% to 50%; and the not to exceed total square footage increased from 20,000 square feet to 50,000 square feet consistent with Section 42-481(B)(2)(b).

Section 42-481(B)(3). This section has been modified slightly to include reference to “neighborhoods” and community “overall” in an effort to emphasize the importance of protecting/preserving residential areas and the community in general.

During the April 16, 2015 meeting, the Commission briefly discussed administrative site plan approvals involving a building size up to 20,000 square feet and whether or not the building size should be less than 20,000 square feet for an administrative approval. As background information, a 20,000 square foot building on a two acre zoning lot represents approximately 25% lot cover, which is a standard “rule-of-thumb” to quickly determine building size as a proportion to zoning lot size. The section of the Zoning Code that authorized administrative approval under certain conditions was added in 2003 as part of the comprehensive Zoning Code update process and was specifically discussed during the July 18, 2002 Planning Commission workshop meeting. During that discussion, the Commission discussed the building size and zoning lot size in the context of administrative approval and the rationale that supported the change. Attached are the meeting minutes from the July 18, 2002 meeting.

It is the responsibility of staff to ensure all ordinance requirements related to building setbacks, off-street parking, landscaping, screening/buffering (if applicable), among others are fulfilled before the site plan is either approved by the Administration or forwarded to the Planning Commission and/or City Council for approval. During the past three years, 28 site plans have been approved by the Administration. The building sizes ranged between 290 and 37,500 square feet. The largest (37,500

sq. ft.) involved the construction of a building addition to Summit Polymers, 6717 South Sprinkle. Of the remaining site plans, four ranged between 11,000 and 17,000 square feet and 23 were less than 10,000 square feet.

The administrative approvals have streamlined the plan review process and expedited issuance of permits for many smaller, less impactful projects. If there are unique or controversial circumstances involving a site plan regardless of the size of the building, the Director can refer the plan to the Commission for review and approval.

### III. RECOMMENDATION

Consistent with the Planning Commission policy of accepting public comment at the initial meeting and continuing the discussion involving the proposed ordinance amendments at a subsequent meeting, the Commission is advised to receive public comment during the May 7, 2015 meeting and adjourn the public hearing to the May 21, 2015 meeting. However, if there are no additional comments from the Planning Commission and no public comments expressed during the May 7<sup>th</sup> meeting, the Commission can, at its discretion, recommend to City council that Ordinance Amendment 14/15-B, Site Plan Review, be approved

Attachments: Ordinance Amendment (DRAFT)  
July 18, 2002 Planning Commission meeting minutes.

## [HIGHLIGHT & STRIKE VERSION]

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CITY OF PORTAGE, MICHIGAN  
BY AMENDING SEC. 42-481, SITE PLANS REVIEWED, OF ARTICLE 4, ZONING,  
OF CHAPTER 42, LAND DEVELOPMENT REGULATIONS

THE CITY OF PORTAGE ORDAINS:

That Chapter 42 shall be amended as follows:

### ARTICLE 4. ZONING.

Sec. 42-481. – Site plans reviewed.

A. No Change.

1. No Change.
2. No Change.
3. For any use or development in an I-1, light industrial district or I-2, heavy industrial district, where such use or development does not take place within 200 feet of the zoning district boundary, and within 200 feet of any owner other than the property to be used or developed, and where it is proposed that no driveway intersects a public street within 200 feet of an intersection of two or more public streets. This section will only apply in the following quarter sections:
  - a. ~~Southwest quarter of the southeast quarter of Section 11.~~
  - ~~a~~b. West one-half of the northwest quarter of Section 13.
  - ~~b~~c. West one-half of the southwest quarter of Section 13.
  - ~~c~~d. Northeast quarter of Section 14.
  - ~~d~~e. Southeast quarter of Section 14.
  - ~~e~~f. Northeast quarter of the northwest quarter of Section 14.

B. The following shall have the authority to review, approve or deny site plans as provided by this subdivision:

1. No change.
2. City administration: The director shall be authorized to approve, deny or approve with conditions site plans submitted for review that meet at least one of the following criteria.
  - a. New nonresidential development ~~in an OS-1, B-1, B-2 or B-3 district on a zoning lot of two acres or less~~ with developments comprised of 20,000 square feet or less of building area;
  - b. New nonresidential development in an I-1 or I-2 district with developments comprised of 50,000 square feet or less of building area;

- cb. Existing nonresidential development in an OS-1, B-1, B-2 or B-3 district on a zoning lot of two acres or less which involves a building addition to a previously approved site plan when, combined with the existing building, will not exceed 20,000 square feet;
  - de. Nonresidential building additions to previously approved site plans in an I-1 or I-2 district that involve a gross floor area increase of 530 percent or less and will not exceed 520,000 square feet;
  - ed. Multifamily residential developments involving eight or fewer total dwelling units;
3. Should the director determine that a site plan presents issues such as, but not limited to, traffic or environmental conditions which have a greater potential impact on adjacent land uses, neighborhoods and/or the community overall, the director may, with ten-day written notice to the applicant, refer the site plan to the planning commission for review in accordance with the procedures and standards set forth in this subdivision.

# PLANNING COMMISSION WORKSHOP MEETING

July 18, 2002

The City of Portage Planning Commission workshop meeting of July 18, 2002 was called to order by Chairman Frandsen at 7:00 p.m. in Conference Room #1 of Portage City Hall, 7900 South Westnedge Avenue. No citizen was in attendance.

**MEMBERS PRESENT:**

Phyllis Music, Dirk deWerff, Henry Zausner, Dick Yonke, Thomas Fox, James Hoppe and Chairman Bruce Frandsen.

**MEMBERS ABSENT:**

None.

**MEMBERS EXCUSED:**

Vicki Locke and Larry DeShazor

**IN ATTENDANCE:**

Michael K. West, Assistant City Planner; and Steve Langworthy (Langworthy, Strader, LeBlanc & Associates).

**DISCUSSION:**

1. Zoning Code Update. Mr. Langworthy presented a summary of the Zoning Code Update process and referred the Commission to the three preliminary sections provided for review. Commissioner Zausner asked that the proposed Table of Contents for the Zoning Code be provided so the Commissioners could get a sense of the Code organization. Mr. Langworthy stated that the Table of Contents would be provided with the next draft code sections. Mr. Langworthy summarized each of the draft Zoning Code sections and the Commission provided the following comments:

• **Subdivision 2 – Site Plan Review**

Commissioner Zausner asked for clarification on the proposed changes to the site plan review and approval authority schedule outlined in Section 42-521(B). Mr. Langworthy indicated that a shared site plan approval authority, between staff and the Planning Commission, is not uncommon. Mr. West stated that the intent of the change was to free up Planning Commission time to concentrate on more planning related functions and to expedite site plan reviews for the development community by allowing administrative approval on smaller, simpler development projects. Mr. West stated that site plans which do not meet criteria a) through e) would be subject to Planning Commission review/approval, along with all site plans which were associated with special land use permits or screening modification requests. Additionally, Mr. West indicated that all specific plans which were associated with developments in the CPD, PD and OS-2 districts would be subject to Planning Commission review/approval, as well as any element of an administrative site plan review which the applicant wished to appeal. Mr. West also stated that Section 42-521(B)(3) allows the Director to direct site plan reviews to the Planning Commission if special issues are associated with the development project. Mr. West indicated that under the proposed ordinance, approximately 60% of the site/specific plans received during fiscal year 2001-2002 would have been subject to Planning Commission review, while the remaining 40% would have been subject to Administrative review.

Chairman Frandsen asked that Section 42-521(B)(1) be revised to include additional references to other site/specific plans which would be subject to Planning Commission review. The Commission next discussed Section 42-521(B)(2)(e) and whether or not an acreage/square footage criteria should be included which would determine whether the site plan is reviewed by the Administration or Planning Commission. Mr. West indicated that the current ordinance exempts developments which meet this criteria from formal site plan review. Mr. Langworthy suggested that an acreage and square footage criteria be added to Section 42-521(B)(2)(e) similar to Section 42-521(B)(2)(a). The Commission concurred. Commissioner Fox stated that the "per the State of Michigan" reference in Section 42-522(A)(4)(c)(5) should be replaced with something more general, such as "per the adopted code".

- **Subdivision 3 – Landscaping and Screening**

Commissioner Zausner asked by the hedge height requirement has been reduced from 36 inches in the existing ordinance to 30 inches in the proposed ordinance. Mr. West indicated that the proposed ordinance also changes the method in which the hedge is measure. Mr. West stated that the current ordinance measures the height of the hedge from the abutting "street grade", which includes a 6 inch curb: The proposed ordinance would measure the hedge from the "the parking lot" and better address the underlying intent of the provision. Commissioner Zausner indicated that he would prefer that the hedge size remain at 36 inches. Chairman Frandsen asked whether building mounted equipment would also need to be screened in Section 42-42-635. Mr. Langworthy stated that he believes that the issue is addressed in a different section, however, would confirm and make the appropriate changes, if needed.

- **Subdivision 4 – Lighting Standards**

The Commission concurred that Window displays cited in Section 42-647 should be prohibited from having flashing, moving or intermittent lighting. The Commission also suggested that a more detailed description of Soffit lighting be included in the text.

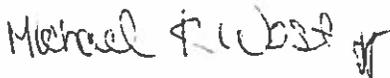
2. Comprehensive Plan Update. The Commission concurred that discussion of the draft Chapter 12 – Implementation Strategies should be tabled to the next Planning Commission meeting on July 25, 2002. Mr. West circulated to the Commission revised chapters 1, 2, 3, 4, 5, 7, 8, 9 and 10 which have incorporated Commission comments received before, during and after the July 1, 2002 Workshop Meeting. Mr. West advised the Commission to discard the previous June 2002 draft chapters and replace the new chapters in their Plan books.

**ADJOURNMENT:**

Commissioner deWerff stated that he would not be present at the July 25<sup>th</sup> meeting.

There being no further business to come before the Commission, the workshop meeting was adjourned at 9:00 p.m.

Respectfully submitted,



Michael K. West, AICP  
 Assistant City Planner

## [ORDINANCE FOR ADOPTION]

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CITY OF PORTAGE, MICHIGAN  
BY AMENDING SEC. 42-481, SITE PLANS REVIEWED, OF ARTICLE 4, ZONING,  
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  - a. West one-half of the northwest quarter of Section 13.
  - b. West one-half of the southwest quarter of Section 13.
  - c. Northeast quarter of Section 14.
  - d. Southeast quarter of Section 14.
  - e. Northeast quarter of the northwest quarter of Section 14.

B. The following shall have the authority to review, approve or deny site plans as provided by this subdivision:

1. No change.
2. City administration: The director shall be authorized to approve, deny or approve with conditions site plans submitted for review that meet at least one of the following criteria:
  - a. New nonresidential development in an OS-1, B-1, B-2 or B-3 district with developments comprised of 20,000 square feet or less of building area;
  - b. New nonresidential development in an I-1 or I-2 district with developments comprised of 50,000 square feet or less of building area;

- c. Existing nonresidential development in an OS-1, B-1, B-2 or B-3 district which involves a building addition to a previously approved site plan when, combined with the existing building, will not exceed 20,000 square feet;
  - d. Nonresidential building additions to previously approved site plans in an I-1 or I-2 district that involve a gross floor area increase of 50 percent or less and will not exceed 50,000 square feet;
  - e. Multifamily residential developments involving eight or fewer total dwelling units;
3. Should the director determine that a site plan presents issues such as, but not limited to, traffic or environmental conditions which have a greater potential impact on adjacent land uses, neighborhoods and/or the community overall, the director may, with ten-day written notice to the applicant, refer the site plan to the planning commission for review in accordance with the procedures and standards set forth in this subdivision.

FIRST READING:  
 SECOND READING:  
 EFFECTIVE DATE:

CERTIFICATION

STATE OF MICHIGAN        )  
   )SS  
 COUNTY OF KALAMAZOO    )

I, James R. Hudson, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

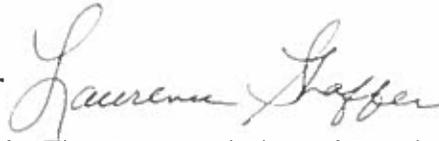
\_\_\_\_\_  
 James R. Hudson, City Clerk

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

Approved as to form  
 Date: 5/18/15  
 \_\_\_\_\_  
 City Attorney

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue

**SUPPORTING PERSONNEL:** Victoria Georgeau, Director of Community Development

**ACTION RECOMMENDED:**

That City Council, subsequent to the public hearing, approve the Tentative Plan Amendment for the Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue subject to:

- a. the four conditions listed in the May 1, 2015 Community Development staff report,
- b. inclusion of the written narrative and tentative plan dated April 8, 2015, the addendum letter dated April 30, 2015 and the conceptual landscape plan dated April 29, 2015; and
- c. construction of berms ranging in height from three to six feet tall along the east and south sides of the site.

An application has been received from Triple M Investments and Patrick Lynch to amend the tentative plan for The Homestead Planned Development (PD). The 2015 tentative plan amendment proposes to replace the cottage office land use designation near the northwest portion of the planned development, adjacent to US-131, with an independent/assisted senior living land use designation (17.31 acres). The amendment also proposes to retain the remaining Van Ripper historic homestead site (3.70 acres) as either an office, dining/banquet facility or as a single family residential use.

The approximate 180,000-square-foot senior living facility will be designed with four “wings” to allow residents to “age in place” with a total of 122 independent living units and 36 assisted living/memory care units. The northern portion of the building (east and west “wings” plus the center area) will be two and three stories, between 35.5 – 40.5 feet in average height, and will include 92 independent living units. Future additions to the northeast and northwest of building are also planned and would provide an additional 36 independent living units. Amenities included in this portion of the facility will include dining venues, indoor and outdoor activity areas, shops, postal services, bank, salon/barber shop, library and computer classroom and multi-purpose rooms for larger gatherings, fitness classes and other group activities. Use of these amenities will be restricted to residents and their guests and will not be open to the public. The southwest “wing” (The Harbors) will be one-story with an average height of 18 feet and will provide 30 additional units offering catered services to seniors requiring moderate assistance, but not the intensity of assisted living or nursing care. The southeast “wing” will also be one-story with an average height of 20 feet and provide 36 assisted living care units for residents with Alzheimer’s Disease or other associated dementias that affect memory and other cognitive skills.

The senior living facility building will be setback at least 50 feet from the east property line (adjacent to the historic homestead site), 80 feet from the southeast property line (adjacent to the three, vacant single family parcels), 80 feet from the west property line (adjacent to US-131), 160 feet from the north property

line (adjacent West Milham Avenue) and in excess of 400 feet from the southern property line (adjacent to the Consumers Energy Company parcel). The three story portion of the building located on the north side of the site is approximately 430 feet from the nearest home located on McGillicuddy Lane (the future three story "wing" would be located approximately 330 feet from the nearest home). Parking and drives associated with the development will be situated at least 10 feet from the east property line, 35 feet from the southeast property line, 40 feet from the west property line and in excess of 330 feet from the southern property line.

The applicant indicates the senior living facility building and related impervious areas (parking areas, drives, sidewalks) will occupy approximately six acres of the 17.31 acre site. The remainder of the property will be maintained in green space/open space. A substantial portion of the land area (approximately five acres) situated south and southeast of the senior living facility, adjacent to McGillicuddy Lane and the Consumers Energy Company parcel, will remain in green space/open space to provide separation and buffering between the senior living facility and the adjacent single family residential portion of the planned development. According to the applicant, the first floor elevation of the senior living facility building will be approximately 893 feet, which is between 8-10 feet below the adjacent historic homestead site to the east giving the appearance of a two-story structure. In addition to the grade differences and setbacks referenced above, the applicant has designed the senior living facility so the one-story portion of the building (southeast and southwest "wings") is situated along the southern portion of the development site, adjacent to the single family residential portion of the planned development: The two-three story portion of the building (northeast and northwest "wings") will be situated along the northern portion of the development site, adjacent to West Milham Avenue and US-131.

The applicant has indicated no specific plans to develop the Van Riper historic homestead site (3.70 acres) and has agreed to place a deed restriction on the property that prohibits the use of the property and buildings as a commercial restaurant for public enjoyment, so long as the senior living facility is in operation. The applicant has stated the property and buildings may be used as an office, single-family residential dwelling, future dining facility for the senior living residents and guests, and may also be leased for special events such as banquets, private parties, community events or other similar uses. The applicant is aware that any other future use will require further Planning Commission/City Council review and approval. Finally, the applicant and future owner, Triple M investments, is also aware of the deteriorating condition of the existing buildings as a result of deferred maintenance and the need to address this issue.

In a report dated May 1, 2015, the Department of Community Development recommends approval of the tentative plan amendment subject to four conditions regarding: 1) construction of earth berms and supplemental evergreen tree plantings along the east and south side of the development site and east side of the Van Riper historic homestead site; 2) retention of green space/open space areas as detailed in the application materials and no building construction along the south approximate five acres; 3) construction of the senior living facility building consistent with the architectural character and materials identified in the building elevations provided by the applicant; and 4) no vehicular access, including construction traffic, be allowed to/from McGillicuddy Lane.

The Planning Commission convened a public hearing during the April 16 and May 7, 2015 meetings to consider the tentative plan amendment request. The applicant, Mr. Mark Murphy (Triple M Investments), and Mr. Patrick Lynch (property owner/co-applicant) were present and spoke in support of the project during the April 16 and May 7 meetings. Ten citizens spoke during the April 16 meeting and 10 citizens also spoke during the May 7 meeting. The citizens generally spoke in support of the senior living facility use, however, requested considerations to minimize impacts on the adjacent residential neighborhood to the south and east. At the conclusion of the May 7 meeting, the Commission voted 6-0 to also recommend to City Council that the tentative plan amendment be

approved subject to four conditions listed in the May 1, 2015 Community Development staff report, inclusion of the written narrative and tentative plan dated April 8, 2015, the addendum letter dated April 30, 2015 and the conceptual landscape plan dated April 29, 2015 and subject to construction of a berms ranging in height from three to six feet tall along the east and south sides of the site.

Attached find the Planning Commission transmittal, Department of Community Development report and related materials for review.

**FUNDING:** Not Applicable

**Attachments:** Council Communication Dated May 26, 2015  
Planning Commission transmittal dated May 15, 2015  
Planning Commission Minutes dated April 16 and May 7, 2015  
Department of Community Development report dated May 1, 2015  
Citizen Correspondence Received

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager  (In L.S.)

**SUBJECT:** Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue

**SUPPORTING PERSONNEL:** Victoria Georgeau, Director of Community Development

**ACTION RECOMMENDED:** That City Council:

- a. accept the Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue, and set a public hearing for June 23, 2015; and
- b. subsequent to the public hearing, consider approving the Tentative Plan subject to:
  - i. the four conditions listed in the May 1, 2015 Community Development staff report,
  - ii. inclusion of the written narrative and tentative plan dated April 8, 2015, the addendum letter dated April 30, 2015 and the conceptual landscape plan dated April 29, 2015; and
  - iii. construction of berms ranging in height from three to six feet tall along the east and south sides of the site.

An application has been received from Triple M Investments and Patrick Lynch to amend the tentative plan for The Homestead Planned Development (PD). The 2015 tentative plan amendment proposes to replace the cottage office land use designation near the northwest portion of the planned development, adjacent to US-131, with an independent/assisted senior living land use designation (17.31 acres). The amendment also proposes to retain the remaining Van Riper historic homestead site (3.70 acres) as either an office, dining/banquet facility or as a single family residential use.

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Attached find the Planning Commission transmittal, Department of Community Development report and related materials for review.

**FUNDING:** Not applicable.

**Attachments:** Planning Commission transmittal dated May 15, 2015  
Planning Commission Minutes dated April 16 and May 7, 2015  
Department of Community Development report dated May 1, 2015  
Citizen Correspondence Received

**TO:** Honorable Mayor and City Council

**FROM:** Planning Commission

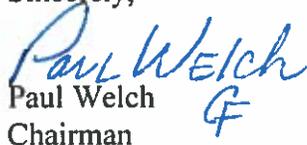
**DATE:** May 15, 2015

**SUBJECT:** Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue

The Planning Commission convened a public hearing during the April 16<sup>th</sup> and May 7<sup>th</sup>, 2015 meetings to consider the tentative plan amendment submitted by Triple M Investments and Mr. Patrick Lynch that proposes to replace the cottage office land use designation near the northwest portion of the planned development, adjacent to US-131, with an approximate 180,000 square foot independent/assisted senior living land use designation (17.31 acres). The amendment also proposes to retain the remaining Van Riper historic homestead site (3.70 acres) as either an office, dining/banquet facility or as a single family residential use. Mr. Mark Murphy (Triple M Investments, applicant) was present and spoke in support of the project during the April 16<sup>th</sup> meeting. Mr. Murphy and Mr. Patrick Lynch (property owner, co-applicant) were both present and spoke in support of the project during the April 16<sup>th</sup> meeting. Ten citizens spoke during the April 16<sup>th</sup> meeting and 10 citizens also spoke during the May 7<sup>th</sup> meeting. The citizens generally spoke in support of the senior living facility use, however, requested considerations to minimize impacts on the adjacent residential neighborhood to the south and east including installation of larger berms and evergreen trees; building construction materials and architecture consistent with the building elevation drawings submitted by the applicant; a more natural design and configuration to the storm water basin along the southwest portion of the site; provisions to ensure the southern portion of the property be retained as open space; long term maintenance responsibilities for landscaping; proper soil erosion controls to protect existing trees; no access/traffic be permitted from McGillicuddy Lane; relocation of the West Milham Avenue entry drive further west; a trail connection to McGillicuddy Lane; and relocation of the loading/unloading area and refuse dumpsters to the west side of the facility. Several written communications from area residents were also received.

After discussion and careful consideration, a motion was made by Commissioner Felicijan, seconded by Commissioner Patterson, to recommend to City Council that the Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue, be approved subject to the four conditions listed in the May 1, 2015 Community Development staff report; inclusion of the written narrative and tentative plan dated April 8, 2015; addendum letter from the applicant dated April 30, 2015; conceptual landscape plan dated April 29, 2015 submitted by the applicant; and subject further to construction of berms ranging in height from 3-6 foot tall along the east and south sides of the site. The motion was unanimously approved 6-0.

Sincerely,

  
Paul Welch  
Chairman

2. Preliminary Report: Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue. Mr. Forth summarized the staff report dated April 10, 2015 regarding an application submitted by Mr. Patrick Lynch and Triple M Investment to amend the previously approved tentative plan for The Homestead Planned Development. Mr. Forth indicated the amendment proposes to replace the cottage office land use designation located along the northwest portion of the site (17.31 acres), adjacent US-131, with an independent/assisted senior living facility. Mr. Forth stated the amendment also proposes to retain the Van Riper historic homestead site (3.70 acres) as either a themed restaurant, office or as a single family residential use. Mr. Forth then summarized the history of The Homestead Planned Development since the original 1999 PD rezoning, along with previously approved amendments involving the project. Mr. Forth reviewed various aspects of the proposed 180,000 square foot Story Point Senior Living facility including the height and number of stories of various sections of the building, setback distances and elevation differences between the site and existing single family residences located to the east and south. Mr. Forth also referred the Commission to letters received from area residents that were included in the final agenda packet

Mr. Mark Murphy of Triple M Investments was present to support the application and explain the senior living facility development project. Mr. Murphy discussed the changing demographics in the United States and Portage/Kalamazoo marketplace with a growing senior citizen population and increasing demand to provide housing options for this segment of the population. Mr. Murphy summarized the concept of the Story Point Senior Living facility that will offer four levels of senior living/care (assisted living, enhanced living, assisted living, memory care living) along with related amenities that will allow senior citizens to "age in place" without having to be relocate to different off-site facilities. Mr. Murphy discussed previous meetings and discussions with residents of The Homestead and American Village Builders (AVB) and modifications that were made to the facility layout plan to help address concerns and comments received. Mr. Murphy reviewed the proposed height of the building with the three story portion of the building being located along the northern portion of the site, adjacent West Milham Avenue and US-131, and also discussed noise and traffic generation associated with the project. Mr. Murphy then presented an elevation perspective that showed the height of the facility compared to the height of existing single family homes located to the east, along McGillicuddy Lane (approximately 450-foot separation). Mr. Murphy indicated there were no immediate plans for development of the Van Riper historic homestead site (3.70 acres) and this portion of the property would be maintained. The Commission and Mr. Murphy next briefly discussed the proposed development project.

The public hearing was opened by Chairman Welch. Ten citizens spoke in regards to the proposed amendment: 1) Jack Gesmundo, representing AVB (4200 West Centre); 2) Daniel Scheid (6151 McGillicuddy Lane); 3) Dennis Groom (6070 McGillicuddy Lane); 4) Brian Gallagher (6090 McGillicuddy Lane); 5) Brenda Morren (1622 Bacon); 6) Julie Bossch (6286 McGillicuddy Lane); 7) Shabnam Ahmad (6110 McGillicuddy Lane); 8) Louis Cherico (6130 McGillicuddy Lane); 9) Shawn Sullivan (6441 Cully's Trail); and 10) Kent Alleman (6061 McGillicuddy Lane). Mr. Gesmundo stated that AVB and Mr. Lynch were the original applicants of The Homestead Planned Development in 2001 and that AVB has built and sold more than 60 single family homes so far with an average value in excess of \$500,000. Mr. Gesmundo indicated the senior living facility was a good use for the property and that AVB and the homeowners supported the project subject to three considerations: 1) A significant landscaped berm with large evergreen trees being installed along the south side of the property (adjacent the Consumers Energy Company electrical transmission lines) and along the east side of the Van Riper historic homestead site, as previously proposed with the 2006 Villas at Secret Garden condominiums and themed restaurant project (Mr. Gesmundo presented copies of previously approved plans for the landscaped berm along the east side of the Van Riper historic homestead site); 2) The senior living facility building being constructed consistent with the architectural character and materials identified on the building elevation drawing included in the Planning Commission agenda; and 3) A more natural design and configuration to the storm water basin proposed along the southwest portion of the site and provisions to ensure the southern portion of the property be retained as open spaces with no future buildings or structures allowed. Mr. Scheid stated he concurs with the statements of Mr. Gesmundo and also asked that any approval include long term maintenance responsibilities for landscaping, proper soil erosion controls to protect existing trees and no access/traffic be permitted from McGillicuddy Lane. Mr. Groom expressed concerns with the entry drive location from West Milham Avenue (shift further west to be centered in building) and stated a trail connection to

McGillicuddy Lane should also be required. Mr. Gallagher stated that retention of the mature trees on the Van Riper historic homestead site and installation of the landscaped berm and evergreen trees is critical to screen the 3-story senior living facility from the McGillicuddy Lane residents. Mr. Gallagher also expressed concerns about outdoor lighting and noise associated with deliveries along the east side of the facility. Ms. Morren discussed the need for more historic markers across the city. Ms. Bossch stated she lives directly south of the development, at the corner of McGillicuddy Lane and Tullymore Court, and will have a direct view of the senior living facility. Ms. Bossch stated she supports the use, however, believes a significant berm with large evergreen trees needs to be constructed along the southern portion of the property. Mr. Ahmad, Mr. Cherico and Mr. Alleman stated they also support the senior living facility use with the concerns previously voiced by Mr. Gesmundo and the other neighbors. Mr. Sullivan indicated the 3-story structure was inconsistent with the adjacent residential neighborhood.

After a brief discussion, a motion was made by Commissioner Bosch, seconded by Commission Somers, to adjourn the public hearing for Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue, to the May 7, 2015 meeting. The motion was unanimously approved 7-0.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

1. Ordinance Amendment 14/15-B, Site Plan Review. Mr. Forth summarized the staff report dated March 27, 2015 regarding proposed changes to Zoning Code regulations pertaining to site plan review that would increase the square footage of industrial site plans that can be administratively reviewed/approved from 20,000 square feet to 50,000 square feet, eliminate the two acre maximum requirement and subject the northeast corner of Portage Road and Romence Road to site plan review. Mr. Forth indicated the proposed changes were intended to streamline the development review process and improve "speed to permitting". Mr. Forth asked if the Commission had any questions prior to scheduling the public hearing.

Commissioner Bosch asked what the connection is between the 20,000 square feet of building area and the two acre provisions. Mr. Forth stated 20,000 square feet is approximately 25% lot coverage on a two acre parcel. Mr. Forth indicated that since the intensity of the use is driven by the size of the development project and not the size of the overall property, staff is recommending eliminating the two acre zoning lot reference. Commissioner Bosch stated he did not have any issue with the proposed 50,000 square foot limit for administrative review/approval of industrial developments, but asked if the 20,000 square foot limit for administrative review/approval of commercial development was too high. Mr. Forth stated the 20,000 square foot limit has been in place since the 2003 Zoning Code update and there haven't been any issues with administrative site plan reviews. Mr. Forth indicated the ordinance allows the Director of Community Development to refer site plans to the Planning Commission for review/approval where significant development issues or circumstances may exist. Mr. West indicated the proposed ordinance change involving elimination of the two acre provision was based on staff experiences during the past 12 years of administratively reviewing site plans (e.g., a 15,000 square foot new development on two acres could be administratively approved, while a 2,000 square foot new development on three acres could not).

After additional discussion, a motion was made by Commissioner Dargitz, seconded by Commissioner Schimmel, to set a public hearing for May 7, 2015 to formerly consider Ordinance Amendment 14/15-B, Site Plan Review. The motion was unanimously approved 7-0.

**STATEMENT OF CITIZENS:**

None.

the Commission to a May 1, 2015 communication from Dale and Ellen Wasson that was included in the final agenda packet.

Mr. Brian Davis (applicant/owner) was present to support the proposed detached accessory building. No citizens spoke in regard to the proposed detached accessory building. After a brief discussion, a motion was made by Commissioner Felicijan, seconded by Commissioner Dargitz, to approve the proposed 2,400 square foot Accessory Building for Mr. Brian Davis at 10749 Andrews Street. The motion was unanimously approved 6-0.

### PUBLIC HEARINGS:

1. Final Report: Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue. Mr. Forth summarized the staff report dated May 1, 2015 regarding an application submitted by Mr. Patrick Lynch and Triple M Investment to amend the previously approved tentative plan for The Homestead Planned Development. Mr. Forth discussed changes made to the tentative plan by the applicant based on citizen comments received during the April 16, 2015 meeting including a berm and evergreen tree plantings along the east and south sides of the property. Mr. Forth presented an aerial photograph map with the development project superimposed and discussed significant elevation differences and setback distances between the proposed senior living facility and adjacent single family residence located to the east and south. Mr. Forth indicated the applicant has made an addendum to the original tentative plan application and is now stating the remaining Van Riper historic homestead site (3.70 acres) will not be developed as a commercial restaurant, as long as the senior living facility is in operation. Mr. Forth stated the applicant does not have any immediate plans for the historic homestead site, however, indicated future uses may include a dining facility for residents of the senior living center, an office, a single family residence or a facility for special events including banquets, private parties or community events. Mr. Forth indicated staff was recommending approval of the tentative plan amendment subject to the four conditions listed in the May 1, 2015 staff report. Mr. Forth also referred the Commission to letters received from area residents that were included in the final agenda packet

The Commission and staff discussed various details of the proposed tentative plan amendment including a berm and tree plantings proposed along the east and south sides of the site, the previously approved 2006 tentative plan amendment that included residential condominiums and a themed restaurant/banquet facility, location and configuration of the storm water basin, tree removal along the western portion of the historic homestead site, and grade and setback distance between the senior living facility and single family residences located to the east and south.

Mr. Mark Murphy, Triple M Investments, was present to support the application and explain the senior living facility development project. Mr. Murphy discussed changes he made to the tentative plan amendment since receiving citizen comments and concerns during the April 16, 2015 meeting. Mr. Murphy indicated use of the historic homestead site for a themed restaurant has been planned for the site since the original 2001 PD rezoning. Mr. Murphy stated there were no immediate plans for use of this property and a deed restriction preventing establishment of a commercial restaurant would be placed on this remaining parcel for as long as the senior living facility was in operation. Mr. Murphy asked the Planning Commission to balance the issues and concerns of both the residents and the developer and consider the following factors regarding the senior living facility proposal: 1) Construction will occur in one phase, approximately 15 months; 2) The senior living facility will generate far less traffic than the previously approved cottage offices or residential condos; 3) The proposed building will be situated over 400-feet from residences to the east and approximately 800-feet from residences to the south; 4) The loading/unloading area cannot simply be flipped from the east to the west side of the building due to internal design issues. Mr. Murphy noted there are significant grade changes and landscaping will be installed along the east side of the site that will screen/buffer this area; 5) Commercial food deliveries to the loading/unloading area on the east side of the facility will be approximately two per week. Smaller truck deliveries such as UPS, FedEx, etc. will come through the front door of the facility; and 6) Residents of the facility are far more sensitive to noise, odors, outdoor lighting, etc. than residences located hundreds of feet from the facility.

Commissioner Patterson asked about the proposed grading line along the west side of the Van Riper historic homestead parcel and whether a retaining wall would be constructed. Mr. Murphy stated there will be an

approximate 14-foot grade difference between the finish floor of the senior living facility building and the historic farmhouse and the grade difference would be contoured as a natural slope with grass and landscaping. Commissioner Dargitz asked what will be done with the barn buildings on the Van Riper historic homestead parcel and also asked if the applicant would reconsider a gravel/dirt foot path to McGillicuddy Lane to facilitate pedestrian movements. Mr. Murphy indicated there were no immediate plans for the historic house and barns other than to maintain and improve the appearance of these structures. Mr. Murphy also indicated there is no desire or need for a trail connection to McGillicuddy Lane and discussed the need to ensure the safety of residents and discourage unwanted visitors. Mr. Murphy stated the average age of residents within the independent living portion of the facility would be approximately 83-84 years old and there will be an outdoor courtyard and other interior physical fitness activities available. Attorney Brown asked Mr. Murphy if it was his intent to amend the original tentative plan amendment application with the submittal of the April 30, 2015 addendum letter and conceptual landscape plan. Mr. Murphy responded affirmatively.

The public hearing was reconvened by Chairman Welch. Ten citizens spoke in regards to the proposed amendment: 1) Joe Gesmundo, representing AVB (4200 West Centre); 2) Brian Gallagher (6090 McGillicuddy Lane); 3) Louis Cherico (6130 McGillicuddy Lane); 4) Dennis Groom (6070 McGillicuddy Lane); 5) Dan Kujawaki (6070 McGillicuddy Lane); 6) Julie Bossch (6286 McGillicuddy Lane); 7) James Heintskill (4001 Tullymoore Pointe); 8) Kelly Crowell (6199 McGillicuddy Lane); 9) Richard Chase (4091 Tullymoore Pointe); and 10) Mick Lynch (applicant/property owner). Mr. Gesmundo stated that his company was the primary developer of The Homestead PD beginning in 2001 and also the developer of the Woodbridge Hills PD. Mr. Gesmundo stated a PD was a partnership between the city, developer and residents of the PD with "implied promises". Mr. Gesmundo indicated the original 2001 approval and subsequent amendments proposed either small scale cottage office buildings (3,000-10,000 square feet each) or single family attached residential condominiums (approximately 1,500 square feet each). Mr. Gesmundo stated the proposed 180,000 square foot senior living facility is significantly different in size and scale from the previously approved uses. Mr. Gesmundo indicated AVB and the residents of The Homestead generally support the senior living facility, however, significantly more berming and larger evergreen tree plantings are needed to adequately buffer the existing residences. Mr. Gesmundo requested that, between now and the City Council meeting, the applicant work with AVB and the residents to develop a more significant screening/buffering proposal. Mr. Gallagher referenced the May 6, 2015 letter from The Families of the Homestead and stated they support the staff recommendation and four conditions of approval; however, also believe that additional berming and screening was needed to adequately protect the neighboring single family residential neighborhood. Mr. Gallagher stated the berming/screening proposal for the Story Point Senior Living Facility is significantly less than was previously approved in 2006 and the residents request that a 6-foot tall berm (with a 4-foot flat top) and 8-foot tall evergreen tree (planted 7-10 feet on-center) be installed along the east and south sides of the property. Mr. Gallagher indicated the residents were also requesting that earth tones colors be utilized for the senior living care facility building, the loading/unloading area be relocated to the west side of the facility and that commercial vehicle deliveries and trash pick-up be restricted to the hours of 8:00am-5:00pm (Monday thru Friday). Mr. Cherico, Mr. Groom, Mr. Kujawaki, Ms. Bossch, Mr. Heintskill, Mr. Crowell, and Mr. Chase supported previous comments made by Mr. Gesmundo and Mr. Gallagher. Mr. Lynch indicated he is the property owner and was co-applicant with AVB for the original 2001 PD rezoning. Mr. Lynch stated there is a partial earth berm approximately 3-feet in height along the east side of the former Van Riper historic homestead site that was constructed in 2006. Mr. Lynch stated an additional 3-feet of berming with tree planting, as proposed by the applicant, will provide significant screening to the adjacent residents. No additional citizen spoke regarding the proposed tentative plan amendment. A motion was then made by Commissioner Felicijan, seconded by Commissioner Patterson, to close the public hearing. The motion was unanimously approved 6-0.

The Commission and staff next discussed various aspects of the proposed tentative plan amendment including the original 2001 PD rezoning and tentative plan approval, the 2006 tentative plan amendment and previously approved and partially constructed berm along the eastern portion of the site. The Commission also discussed the height and appearance of the berm. Mr. Forth suggested an undulating appearance and in those areas that would be less than six feet in height, additional evergreen plantings could be installed in the lower areas. After

additional discussion, a motion was made by Commissioner Felicijan, seconded by Commissioner Patterson, to recommend to City Council that the Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue, be approved subject to the four conditions listed in the May 1, 2015 Community Development staff report; inclusion of the written narrative and tentative plan dated April 8, 2015; addendum letter from the applicant dated April 30, 2015; conceptual landscape plan dated April 29, 2015 submitted by the applicant; and subject further to construction of a berms ranging in height from 3-6 foot tall along the east and south sides of the site. The motion was unanimously approved 6-0.

2. Ordinance Amendment 14/15-B, Site Plan Review. Mr. Forth summarized the staff report dated May 1, 2015 regarding proposed changes to Zoning Code regulations pertaining to site plan review that would increase the square footage of industrial site plans that can be administratively reviewed/approved from 20,000 square feet to 50,000 square feet, eliminate the two acre maximum requirement and subject development proposals near the northeast corner of Portage Road and Romence Road to site plan review. Mr. Forth indicated the proposed changes were initiated by staff based on discussions with the City Council in January/February 2015 and were intended to enhance economic development by expediting the development review process and improving "speed to permitting". Mr. Forth reviewed the six Zoning Code sections proposed for amendment.

Commissioner Dargitz asked why the amendment included removal of the two acre provision for administrative site plan approvals. Mr. Forth stated the size of the development project determines the intensity of the use, regardless of the acreage of the property. Mr. West provided background information regarding the 2003 Zoning Code Update and indicated the original intent was to regulate the size/square footage of the development project (20,000 square feet). Mr. West stated the 20,000 square foot building size provision was approximately 25% lot coverage on a two acre property. The public hearing was opened by Chairman Welch. No citizens spoke regarding the proposed ordinance amendment. A motion was made by Commissioner Somers, seconded by Commissioner Dargitz, to close the public hearing. The motion was unanimously approved 6-0. A motion was then made by Commissioner Patterson, seconded by Commissioner Felicijan, to recommend to City Council that Ordinance Amendment #14/15-B, Site Plan Review, be approved. The motion was unanimously approved 6-0.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

1. Schoolcraft Township Future Land Map Amendment – Section 13. Mr. West summarized the staff report dated May 1, 2015 regarding a proposed amendment to the Future Land Use Map component of the Schoolcraft Township Master Plan. Mr. West stated the amendment involves an application submitted by Greenstone Farm Credit Services that proposes to amend an approximate 64 acre tract of land located in Section 13 from the Rural Preservation classification to the Industrial classification. Mr. West stated the Future Land Use Map amendment is being requested in support of a related request to rezone the properties from RR, Rural Residential to LI, Local Industrial. Mr. West indicated the three parcels in question are situated along the north side of East W Avenue, immediately west of the Village of Vicksburg, approximately three miles south of the City of Portage corporate boundary. Pursuant to the Michigan Planning Enabling Act, Schoolcraft Township is requesting review and comment from all contiguous municipalities and other required agencies prior to the public hearing which is scheduled for the June 1, 2015 Schoolcraft Township Planning Commission meeting. Mr. West indicated staff has reviewed the proposed Future Land Use Map Amendment and does not have any specific comments.

After a brief discussion, a motion was then made by Commissioner Patterson, seconded by Commissioner Somers, to receive the proposed Schoolcraft Township Future Land Use Map Amendment – Section 13 with no specific comments offered. The motion was unanimously approved 6-0.

**TO:** Planning Commission

**DATE:** May 1, 2015

**FROM:** Vicki Georgeau, <sup>la</sup> Director of Community Development

**SUBJECT:** Final Report: Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue

**I. APPLICATION INFORMATION:**

A tentative plan application to amend The Homestead Planned Development (PD) has been received. The 2015 tentative plan amendment proposes to replace the cottage office land use designation near the northwest portion of the planned development, adjacent to US-131, with an independent/assisted senior living land use designation (17.31 acres). The amendment also proposes to retain the remaining Van Riper historic homestead site (3.70 acres) as either an office, dining/banquet facility or as a single family residential use as referenced in the attached narrative dated April 8, 2015, addendum letter dated April 27, 2015, tentative plan dated April 15, 2015 and supplemental landscape plan dated April 29, 2015.

The following background information is provided regarding the Homestead Planned Development.

Applicants	Property Address	Description	Zoning
Mr. Patrick Lynch Triple M Investments	3821 West Milham Avenue	21 acre tract (Planned development area: 88 acres)	PD, planned development (2001)

Triple M Investments has a sales agreement to purchase the 21 acre tract of land from Mr. Lynch.

The overall Homestead PD involves an 88-acre tract of land located south of West Milham Avenue and east of US-131. The original Homestead PD rezoning/tentative plan application received City Council approval in 2001. The original 2001 plan included the construction of 94 single family residential lots in three phases on 45.1 acres, an approximate 5,000 square foot theme restaurant/conference center on 3 acres, 95,000 to 160,000 square feet of cottage offices on 14.6 acres and 25.2 acres of green/open space. Attached is a copy of the 2001 approved tentative plan for The Homestead PD. Since the initial 2001 approval, the following projects/amendments have occurred:

- **2001:** Approved the final plan/preliminary plat for The Homestead of Portage No. 1, which included 24 single-family residential lots on 13 acres. Construction activities within this phase are complete.
- **2003:** Approved the final plan for Cully's Gage Restaurant and Homestead Banquet Facility, which included conversion of the historic homestead site for a 9,725 square foot theme restaurant and banquet facility on seven acres. Construction of this development did not occur and the final plan expired.
- **2004:** Approved the final plan/preliminary plat for The Homestead of Portage No. 2 and The Homestead of Portage North, which included a total of 36 single-family residential lots on 19 acres. Individual home construction within this phase is nearing completion.
- **2006:** Approved a tentative plan amendment and final plan that eliminated the cottage offices and replaced this portion of the development with 22, four-unit attached residential condominium buildings

(88 units total) and a clubhouse building on 19.5 acres. The historic homestead site was again proposed to be preserved and restored to either a theme restaurant or office. Construction of this development did not occur and the final plan expired.

- **2006:** Approved the final plan/preliminary plat for The Homestead No. 3, which included a total of 23 single-family residential lots on 19 acres. Construction of this phase of development did not occur and the plan expired.
- **2010:** Re-approved the final plan/preliminary plat for The Homestead No. 3, which included a total of 23 single-family residential lots on 19 acres. Construction of the public infrastructure was completed and home construction is ongoing.
- **2012:** Approved a tentative plan amendment that eliminated the attached residential condominium buildings/clubhouse, added three single family residential parcels (1.5 acres) located south of the historic homestead site, and reestablished the cottage offices and retained the themed restaurant/office use along the northwest portion of the development, as previously shown on the 2001 tentative plan.

Construction of the public improvements associated with the single-family residential portion of the development project is complete and has resulted in 83 new single-family lots (11 less than previously planned). Construction involving the three additional home sites situated south of the Van Riper historic homestead site has not yet occurred. Development of the remaining 21 acres is pending and is included with the tentative plan amendment.

## **II. TENTATIVE PLAN AMENDMENT PROCEDURES/REQUIREMENTS:**

The PD, planned development chapter establishes a two-part review and approval process: Tentative plan review of the overall development concept and final plan review for each phase of the development. Under the terms of the ordinance, any change to the tentative plan, such as modifying an approved land use class or adding a land use class, requires formal review and approval, with public hearings, in a manner similar to a rezoning procedure.

Section 42-374 of the Land Development Regulations stipulates the development standards in the PD zoning district. This section provides flexibility in the types of land uses of which up to 20% of the total land area available can be utilized for nonresidential uses. Public water and public sanitary sewer is required. Overall density of the project may not exceed seven units per acre and density in any one phase may not exceed 12 units per acre. Building setbacks, building height, open space and screening are also regulated under the ordinance.

## **III. HISTORIC DISTRICT COMMISSION REVIEW**

The property is located within the City of Portage Van Riper Historic District. The applicants are proposing to modify the district by removing 17.31 acres of land to accommodate the proposed senior living facility. The proposed modification does not affect any existing historic structure or building. Before the land division necessary to create this new parcel can be approved and removed from the historic district, the City Council must approve the proposed modification after receipt of the Historic District Commission recommendation.

During the March 5, 2015 meeting, the Planning Commission reviewed and recommended approval of the historic district modification. The Historic District Committee met on March 11<sup>th</sup> and April 1<sup>st</sup>, 2015 to review and discuss the proposed district modification. Following the public hearing on April 1<sup>st</sup>, the Historic District Committee recommended City Council approve the requested modification to the Van Riper Historic District. City Council received the item on April 28<sup>th</sup> without discussion and will take final action on May 26<sup>th</sup>.

#### **IV. PUBLIC HEARING/COMMENTS RECEIVED:**

The Planning Commission convened a public hearing during the April 16, 2015 meeting. Mr. Mark Murphy of Triple M Investments was present to support the application and explain the senior living facility development project. Ten citizens spoke in regards to the proposed amendment. The citizens generally spoke in support of the senior living facility use, but requested considerations to minimize impacts on the adjacent single family dwellings to the south and east including construction of a landscaped berm with evergreen trees along the south side of the property (adjacent the Consumers Energy parcel) and along the east side of the Van Riper historic homestead site; the senior living facility building be constructed consistent with the architectural character and materials identified on the building elevation drawings; a more natural design and configuration to the storm water basin along the southwest portion of the site; provisions to ensure the southern portion of the property be retained as open space with no future buildings or structures allowed; long term maintenance responsibilities for landscaping; proper soil erosion controls to protect existing trees; no access/traffic be permitted from McGillicuddy Lane; relocate the West Milham Avenue entry drive from further west; a trail connection to McGillicuddy Lane; and noise associated with deliveries along the east side of the facility. Additionally, written communications from area residents have also been received (see attached).

In response to citizen comments, the applicant has provided additional correspondence dated April 27, 2015 and landscape plan dated April 29, 2015 to supplement the original written narrative and tentative plan.

#### **V. PROPOSED TENTATIVE PLAN AMENDMENT – FINAL ANALYSIS:**

The 2015 tentative plan amendment proposes to replace the cottage office land use designation near the northwest portion of the planned development, adjacent to US-131, with an independent/assisted senior living land use designation (17.31 acres). The amendment also proposes potential future use of the remaining Van Riper historic homestead site (3.70 acres), although no definitive plans are known at this time. As identified in the application materials, the entire 21 acre property is proposed to be purchased by Triple M Investments.

As submitted, specific aspects of the proposed plan amendment include the following.

- Senior Living Facility – An approximate 180,000 square foot senior living facility and related improvements is proposed on 17.31 acres of the 21 acre site. The facility will be designed with four “wings” to allow residents to “age in place” with a total of 122 independent living units and 36 assisted living/memory care units. The northern portion (east and west “wings” plus the center area) will include 92 independent living apartments available in studio, one-bedroom and two-bedroom options. This portion of the development project will consist of two and three stories. The two story portion will have

an average height of 35.5 feet and the three story portion will have an average height of 40.5 feet. As shown on the tentative plan, future additions to the northeast and northwest of building are also planned and would provide an additional 36 independent living units. Amenities included in this portion of the facility will include dining venues, indoor and outdoor activity areas, shops, postal services, bank, salon/barber shop, library and computer classroom and multi-purpose rooms for larger gatherings, fitness classes and other group activities. Use of these amenities will be restricted to residents and their guests and will not be open to the public.

The southwest “wing” (The Harbors) will be one-story in height (average height of 18 feet) and provide 30 additional apartments offering catered services to seniors requiring moderate assistance, but not the intensity of assisted living or nursing care. The applicant also considers the Harbors area of the project as independent living. Finally, the southeast “wing” will also be one-story in height (average height of 20 feet) and provide 36 assisted living care units for residents with Alzheimer’s or other associated dementias that affect memory and other cognitive skills.

As identified on the tentative plan, the senior living facility building will be setback at least 50-feet from the east property line (adjacent the historic homestead site), 80-feet from the southeast property line (adjacent to the three, vacant single family parcels), 80-feet from the west property line (adjacent to US-131), 160-feet from the north property line (adjacent West Milham Avenue) and in excess of 400-feet from the southern property line (adjacent to the Consumers Energy Company parcel). The three story portion of the building located on the north side of the site proposed with the initial phase of development is approximately 430 feet from the nearest home located on McGillicuddy Lane (the future three story “wing” would be located approximately 330 feet from the nearest home). Parking and drives associated with the development will be situated at least 10-feet from the east property line (adjacent to the historic homestead parcel), 35-feet from the southeast property line (adjacent to the three, vacant single family parcels), 40-feet from the west property line (adjacent US-131) and in excess of 330-feet from the southern property line (adjacent the Consumers Energy Company parcel).

The applicant indicates the senior living facility building and related impervious areas (parking areas, drives, sidewalks) will occupy approximately six acres of the 17.31 acre site. The remainder of the property will be maintained in green space/open space. Comparatively, the previously approved 86-unit attached condominium development (buildings, parking, drives) would have occupied approximately 10 acres. A substantial portion of the land area (approximate five acres) situated south and southeast of the senior living facility, adjacent McGillicuddy Lane and the Consumers Energy Company parcel, will remain in green space/open space to provide separation and buffering between the senior living facility and the adjacent single family residential portion of the planned development.

Similar to the previously approved cottage offices and attached condominiums, the proposed senior living facility is an appropriate transitional land use between US-131/West Milham Avenue and the interior single family residential neighborhood to the south/southeast. According to the applicant, the first floor elevation of the senior living facility building will be approximately 893 feet, which is between 8-10 feet below the adjacent historic homestead site to the east giving the appearance of a two-story structure. In addition to the grade differences and setbacks referenced above, the applicant has designed the senior living facility so the one-story portion of the building (southeast and southwest “wings”) is situated along the southern portion of the development site, adjacent the single family residential portion of the planned

development: The two-three story portion of the building (northeast and northwest “wings”) will be situated along the northern portion of the development site, adjacent West Milham Avenue and US-131.

In response to comments received from adjacent residents, the applicant will construct a 3-4 foot tall earth berm with evergreen tree plantings (6-foot tall minimum) along the eastern portion of the historic homestead site and along the south side of the development site, south of the parking lot. Evergreen tree plantings (6-foot tall minimum) will also be installed along the southeast portion of the site, adjacent the curve in McGillicuddy Lane, and across from the service drive. Supplemental evergreen and ornamental flowering deciduous trees will be installed along the west side of the Van Riper historic homestead site, including the area designated for grading and tree removal activities necessary to accommodate the proposed development. The remaining mature trees located on the majority of the Van Riper historical homestead site will not be removed with the construction of the senior living facility, which will provide additional natural screening.

- Van Riper Historic Homestead Site – At this time, the applicant has indicated no specific plans to develop the Van Riper historic homestead site and has agreed to place a deed restriction on the property that prohibits the use of the property and buildings as a commercial restaurant for public enjoyment, so long as the senior living facility is in operation. The applicant has stated the property and buildings may be used as an office, single-family residential dwelling, future dining facility for the senior living residents and guests, and may also be leased for special events such as banquets, private parties, community events or other similar uses. The applicant is aware that any other future use will require further Planning Commission/City Council review and approval. Finally, the applicant and future owner, Triple M investments, is also aware of the deteriorating condition of the existing buildings as a result of deferred maintenance and the need to address this issue.
- Public Street Access – As shown on the tentative plan, access to the senior living facility will be provided through a new driveway from West Milham Avenue. No access to McGillicuddy Lane will be provided. This new access from West Milham Avenue will be properly aligned with the new public street to the north currently under construction (Copperleaf Boulevard) so as to eliminate left-hand turning movement conflicts. Relocation of the proposed West Milham Avenue driveway further west is not feasible due to the increasing elevation difference between the West Milham and the subject property. The Van Riper historic homestead site will retain the existing residential driveway from West Milham Avenue. Access to the 3.7 acre historic homestead site will be reevaluated with any future plans to change the use from residential to nonresidential.
- Percentage of Nonresidential Uses – The PD, planned development ordinance states that a maximum of 20% of the total land area may be used for nonresidential land purposes. The applicant has indicated there are no immediate plans to redevelop the remaining 3.7 acres currently occupied by the former Van Riper estate but will continue to explore market opportunities including a dining/banquet, office or single family residential use. The proposed tentative plan amendment will maintain the nonresidential portion of the planned development at or below 20% of the total land area.
- Traffic Impacts – West Milham Avenue is classified as minor arterial roadway with a 2012 average daily traffic volume of 11,672 vehicles. The capacity of this roadway segment is 21,500 vehicles per day. According to the ITE Trip Generation Manual (8<sup>th</sup> Edition), the proposed 194 unit (158 initial units plus the 36 future units) facility will generate approximately 412 vehicle trip ends (206 entering vehicles and 206 exiting vehicles) on an average weekday, with an AM peak hour of 25 vehicle trip ends and 60 vehicle

trip ends during the PM peak hour. The traffic generated by this facility can be accommodated by West Milham Avenue. In comparison, the average daily traffic generated by several administrative office buildings totaling 95,000 to 160,000 square feet is approximately 1,300 to 1,916 vehicle trip ends.

## **VI. RECOMMENDATION:**

Subject to any additional comments received during the public hearing, staff advises the Planning Commission recommend to City Council approval of the Tentative Plan Amendment for The Homestead Planned Development (Story Point Senior Living Facility), 3821 West Milham Avenue, subject to the following conditions:

1. Construction of the earth berms and supplemental evergreen tree plantings along the south side of the development site and along the east side of the Van Riper historic homestead site, as shown on the supplemental landscape plan dated April 29, 2015.
2. Retention of the green space/open space areas as detailed in the application materials. Construction of storage, utility, or similar type buildings be prohibited from the approximate five acres located south of the senior living facility.
3. Construction of the senior living facility building consistent with the architectural character and materials identified on the building elevation drawing provided with the application materials.
4. No vehicular access, including construction related traffic, be permitted to/from McGillicuddy Lane.

Attachments: Zoning/Vicinity Map  
Aerial Photograph Map  
April 30, 2015 Communication from Mark Murphy and Mick Lynch (addendum to application)  
April 29, 2015 Landscape Plan  
Proposed Tentative Plan Amendment (narrative, tentative plan and building elevation)  
Previously Approved 2012 Tentative Plan Amendment for The Homestead PD (narrative/plan)  
Previously Approved 2001 Tentative Plan for The Homestead PD (narrative/plan)  
Citizen communications received

Proposed Tentative Plan Amendment Area

R-1B

W Milham Av

4401 4317 4315

4425

Anna's Ln

Applegrove Ln

6095

131 NB

131 SB

Sitka Spruce St

4201

6411

6501

6540

6543

4050

4020

3990

3960

3930

3900

3872

3840

3792

3762

3732

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3668

3650

R-1B

Arbutus Tr

PD

R-1B

Tullymore Pte

Cully's Tr

Talisker Ct

Redfern Cr

Hollow Wood Dr

Westcove Dr

Baywood Dr

5913 4314

3822 3910

3800

5710

3600

3738 3734 3730

3628 3620

3500

6020

6021

6044

6041

6070

6081

6090

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6110

3710

6130

3680

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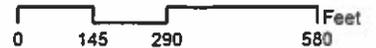
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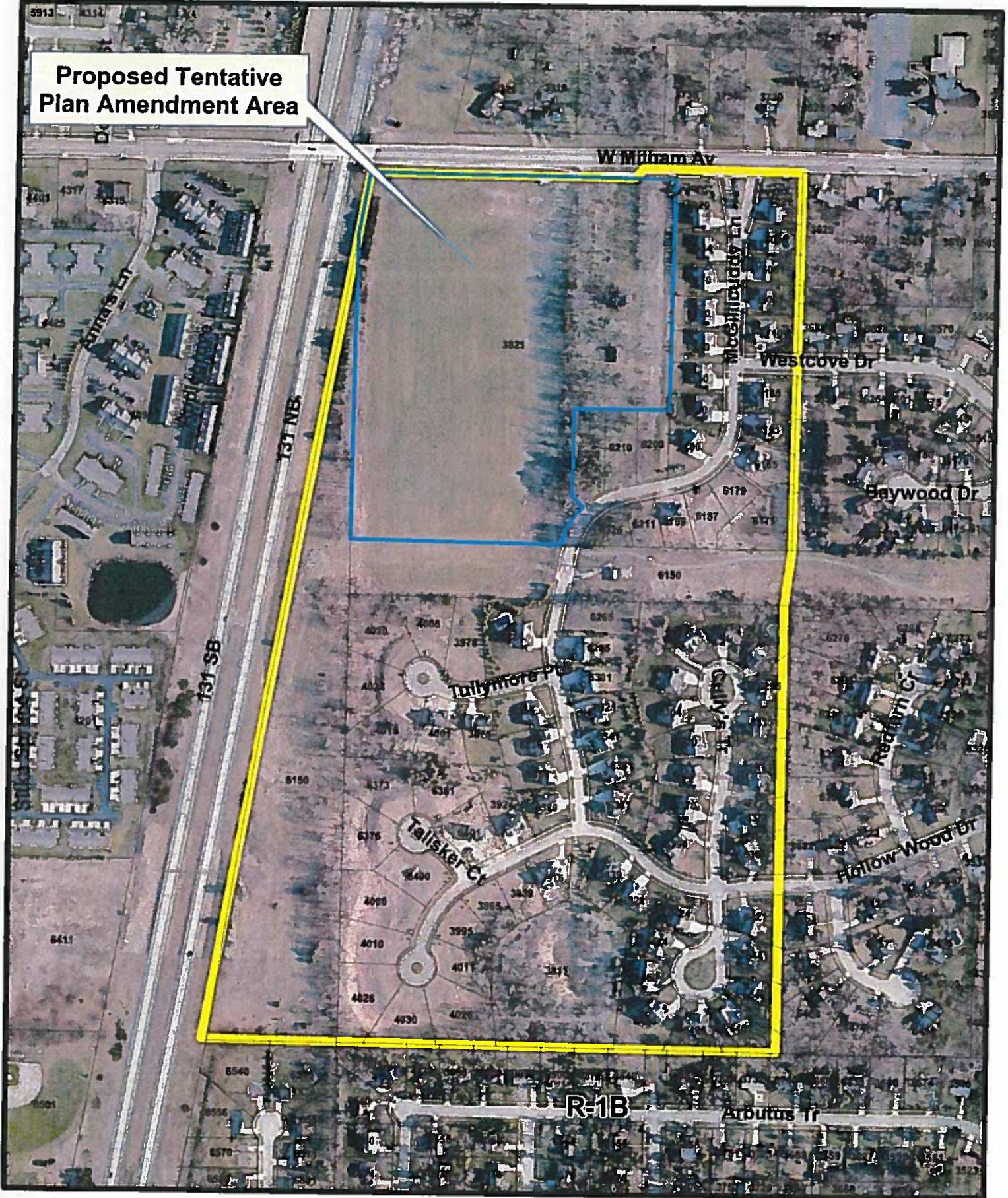
# Tentative Plan (amendment) 3821 West Milham Avenue



 Proposed Tentative Plan Amendment Area  
 Planned Development Area



Proposed Tentative  
Plan Amendment Area



 Planned Development Area

# Aerial Photography 3821 West Milham Avenue



0 120 240 480 Feet

April 30, 2015

City of Portage Planning Commission  
C/O Mr. Christopher Forth, AICP  
7900 South Westnedge Avenue  
Portage MI, 49002

RECEIVED  
APR 01 2015  
COMMUNITY DEVELOPMENT

**Re: Submission of Tentative Plan Amendment for The Homestead Planned Development  
(StoryPoint Senior Living Facility)**

Dear Members of the Planning Commission,

Please accept this letter as an addendum to the April 8, 2015 narrative we last submitted for the April 16, 2015 planning commission meeting. After listening to the comments by some of the residents as well questions from the Planning Commission, we are willing to provide the following in an effort to address the concerns of all those involved and ideally move ahead towards a timely site plan approval submission.

Per the attached plan we will plan to submit site plan documents following the next meeting with the intent of the doing the following:

1. A revised the Detention Basin as shown.
2. Provide an approximately 3'-4' landscape berm south of the south parking spaces to screen parking spaces with evergreens with a minimum of 6' tall. Note given the substantial grade change to the residents to the south it will not be effective to move the berm south of the Detention Basin.
3. At the southeast corner of the senior living property and McGillicuddy Lane will plant evergreens a minimum 6' high installed at the edge of the right of way.
4. Between the senior living and historic house we will plant evergreens with a concentration near the service entrance. The evergreens will be a minimum of 6' tall plus ornamental trees and shade trees as detailed on the legend.
5. At the east property line of the historic district property there will be a 3'-4' high berm with minimum 6' evergreens. If we have excess soil we will continue the berm to south although these last properties are not effected.
6. All other landscaping shown conceptually illustrates what we expect to have on site.
7. Please note all of the items above are estimates but we will have more exact dimensions at site plan approval.

The Historic Property Deed Restriction

Deed Restriction—So long as the senior living is in operation, the historic property and buildings shall not be used as a commercial restaurant for public enjoyment. However, this restriction shall not preclude the property to be used as a dining facility for the senior living residents and their guests. Furthermore, the applicant, subject to city approval, reserves the right to lease the property for special events including but not limited to banquets, private parties, community events, and similar type uses and to use the property for any other lawful use. Finally, except for the restriction of prohibiting a restaurant for the general public, the historic property shall retain its previous approval as cottages offices or as a single-family residence.

Historic Property Maintenance

Applicant intends to do clean up of the site and buildings as well as ongoing maintenance to make the historic property and buildings presentable to its residents and the adjoining community. However, until such time that the applicant occupies the historic buildings, it intends to do the minimal amount of ongoing care.



Mark Murphy, Triple M Investments



Mick Lynch



April 8, 2015

City of Portage Planning Commission  
C/O Mr. Christopher Forth, AICP  
7900 South Westnedge Avenue  
Portage MI, 49002

**Re: Submission of Tentative Plan Amendment for The Homestead Planned Development  
(StoryPoint Senior Living Facility)**

Dear Members of the Planning Commission,

Enclosed please find our submission for an amendment to the Homestead planned development, which involves 21.01 acres located at the southeast corner of US-131 and West Milham Avenue.

The following is a brief overview of The Homestead Planned Development. In June 2001 the Planning Commission of Portage approved the rezoning of approximately 88 acres (including property owned by Consumers Energy) from R-1B one-family residential to Planned Development (PD). American Village Development II, LLC ("American Village Development") purchased approximately 55 acres for single family development and Patrick and Lisa Lynch retained the remaining acreage for cottage offices and a themed office/restaurant (the "Lynch Property").

In 2006, the Planned Development was amended to include the Villas of Secret Gardens condominium development which included 22 attached residential buildings totaling 86 units on 19.56 acres. The amendment replaced the initially planned cottage offices, which was approved in 2001 for approximately 95,000 to 160,000 square feet. The Villas of Secret Gardens project did not proceed at the last minute due to changes in the real estate and financing markets.

In late 2011/early 2012, the Planned Development was further amended. First, the Planned Development split three single family parcels totaling 1.51 acres from the remaining Lynch Property. American Village Development purchased these three parcels from the Lynchs with a view toward building three new home sites in the mid-priced range, leaving the Lynchs with 21.01 acres. Second, the 2011/2012 amendment as it pertains to the land approved for the Villas of Secret Gardens Condominium Project approved in 2006 and 18.05 acres (19.56 acres minus the aforementioned 1.51 acres purchased for single family homes) was returned for use as Cottage Offices, as approved in 2001. Although approved for Cottage Offices, the project was never constructed. This proposed amendment contemplates purchasing 21.01 acres which includes the historic home. The applicant intends to split the property into two parcels as shown on the site plan dated March 25, 2015 from Prein&Newhof. The smaller 3.7 acre parcel, where the historic home is located, will maintain the historic designation and the larger 17.31 acre parcel will be the site for the new senior living facility.

The Homestead Planned Development began with phase 1 housing area on the southeast quadrant of the property. The first phase was followed by three additional phases of single family housing. The final phase contemplated was the three home sites divided from the Lynch Property. These three home sites remain undeveloped.

This proposed plan amendment will provide a senior living facility providing 122 independent living units, and 36 assisted living and memory care units in an approximate 180,000 square foot building that will include one, two and three story sections.

The building is designed to allow a resident to age in place, moving from one wing of the building to another, as the residents' level of care increases. The building will be aesthetically similar to the surrounding single family residences. Additionally, the site is expected to generate approximately 90 to 100 jobs (approximately 75 full time equivalents) ranging from unskilled labor to professional healthcare provider. We believe this use would be attractive to the City of Portage because it addresses a much-needed demand in the community for senior residences, has a low traffic and noise impact (building may actually reduce noise from US-131 traffic for nearby homes) and will generate a good number of jobs.

The building design not only enables residents to age in place but by providing a three story building that is 2'-12' below West Milham Avenue and approximately 8'-10' below the adjoining historic property, the residents are located closer to the amenities. It also enables the applicant to provide substantially more green space than what was previously approved. The senior living building, roadways and sidewalks (impervious areas) represent approximately 6 acres as compared to the 86 condominium unit plan previously approved which covered 10 acres of impervious area.

*1. A statement of purpose and objectives;*

The general purpose of this planned development is for the creation of senior housing and special care housing for those requiring more supervised living conditions. The independent senior housing portion of the development will be delivered through a three-story building which is approximately 40'-6" tall calculated per City of Portage code. The 92 apartments will be made up of seventy-two (72) 685 SF one-bedroom units, twelve (12) 965 SF two-bedroom units and eight (8) 1085 SF 2-bedroom deluxe units. Future plans contemplate 36 additional independent living units depending on market conditions. Amenities will include a variety of dining venues, indoor and outdoor activity areas, shops, postal services, bank, salon/barber, library and computer classroom and multi-purpose rooms for larger gatherings, fitness or other group activities. The use of these amenities are limited to the residents and their guests and are not open to the public.

The housing programs for those requiring more services/assistance include The Harbors – an independent living program with 30 additional apartments offering “catered” services providing moderate assistance to those with slightly higher needs, but not the intensity required of an assisted or nursing care resident. The Harbors, located in the southwest quadrant, is a 1-story wing at approximately 18' tall calculated per the City of Portage code. This wing is made up of four (4) 480 SF Studios, twenty-four (24) 640 SF 1-Bedroom units and two (2) 950 SF 2-bedroom units.

Finally, a specialized 1-story environment for seniors to accommodate assisted living and/or residents with Alzheimer's or other associated dementias affecting memory and other cognitive skills is planned as a connected, yet stand-alone 36 unit, housing option for those unique seniors.

The A.L. & Memory Care, located in the southeast quadrant, is 1-story wing at 20' in height (plus or minus one foot) calculated per the City of Portage code. This portion of the building is made up of thirty-two(32) 295 SF 1-bed units and four(4) 450 SF 2-bed units.

2. *A general plan of development, including a designation of proposed land uses by relative intensity and proportion of land area intended for each land use;*

Applicant contemplates constructing an approximately 180,000 square foot, multi-story building with private roads. The anticipated first floor elevation of the three story is expected to be about approximately 893'. The grade changes along the east side of the historic property are between 904' to 906' thereby providing a 8'-10' increase in elevation from the senior living finished floor to the east part of the historic property. This creates a natural berm from the residential homes along McGillicuddy Lane and historic/senior living property. Furthermore the closest distance between the McGillicuddy residential houses and the three story portion of the senior living building is approximately 430'. And within this 430' distance there is existing natural vegetation which we will supplement with additional landscaping.

Please note that in light of the changes of elevation from the senior living to the residential properties, the three story is really going to appear to be a two story building from the perspective of the residential homes.

The proposed senior living development will begin approximately 75 feet south of West Milham Avenue ROW, leaving approximately 1.1 acres of green space between West Milham Avenue and the development on the north side. On the south side of the property, there will be approximately 5.0 acres of green space between the development and the adjacent Consumers Energy Parcel to the south with additional landscaping being proposed..

In 2006, a landscape berm was partially constructed to establish a buffer between the single family homes and the proposed restaurant and off-street parking lot planned for the historic home site. The restaurant and associated site improvements were not constructed and so the property has remained as a residential use, albeit vacant.

Although some trees were planted on the berm as the single-family homes were completed, gaps exist adjacent to other homes. Where these gaps exist, additional trees will be planted including adding evergreens 6-8' high on this east side of the historic district property consistent with the surrounding properties. Actual landscaping will be provided once the final grades are established. Finally the applicant will also plant some trees along the south edge of the parking lot on the south end of the site. All together the senior living project has 40% less areas covered by buildings roadways and sidewalks than the approved Villas of Secret Gardens.

3. *A program of development outlining the proposed stages of development;*

The phasing on the PD in the 2011/2012 amendment was contemplated as follows:

- Phase 1: 2002-24 single family upscale homes
- Phase 2a: 2005-15 single family upscale homes

Phase 2b: 2005-21 single family medium homes  
Phase 3: 2011-23 single family upscale homes  
Phase 4: historic home-office/restaurant –timing to be determined  
Phase 5: cottage offices timing to be determined

This senior living 158 unit project (plus potentially 36 future units) as described herein will replace the Cottage Offices in Phase 5 and is planned to be developed in one stage thereby leaving only the themed restaurant and offices (Phase 4) for future development by the senior owner/applicant. Applicant at this time has no plans to develop this but will explore market opportunities including but not limited to a themed restaurant/office or single-family residential use. However, any future plans for the historic site will require city approval from the applicant.

In the interim the existing historic home and surrounding property will be maintained as a single-family use in a presentable condition. Applicant acknowledges the deferred maintenance and will plan to address the deteriorating nature of it with improvements to assure it is properly maintained.

4. *The time schedule;*

Upon site plan approval we will break ground right after we receive the building permit and will complete the project 15 months thereafter. Our intent is to commence construction by August 1, 2015.

5. *A statement demonstrating the independence of each stage and the integration of the proposed development into the proposed or existing development pattern;*

The senior living building will be built in its entirety at once over the 15 month construction schedule thereby eliminating any phasing as typically done with residential developments.

6. *The general location and size of the area involved and the nature of the landowner's interest in the land proposed to be developed;*

The location of the property is 21.01 acres commonly known as 3821 West Milham Avenue, Portage, Michigan 49024, part of PPN: 00007-025-G. The property is south of West Milham Avenue and east of US 131.

The landowner will operate the building/property through Unified Property Group, a seasoned senior living operator who has been in the senior living business for over 30 years. See attached information.

7. *The density of land use to be allocated to parts of the area to be developed;*

The senior living facility will consist of 158 units (194 with future addition) comprised of one bedroom and two bedroom units on 17.31 acres. Based on the City of Portage parking requirements for housing for the elderly it assumes ½ space per unit plus one space per employee:  $194/2 + 75(\text{employees max shift}) = 172$  parking spaces. This proposed amendment plans to have 178 parking spaces, which meets the operator's standard for this size facility.

The anticipated parking demand based on other similar facilities constructed by the applicant across the country: largest working shift, 75 employees, family visits at 40 per day(non-simultaneous), outside contractors at 20 per day(non-simultaneous) and resident vehicle parking which averages 30-35 vehicles = 170 parking spaces required.

8. *The location, function, ownership and manner of maintenance of common open space;*

Common open space in the planned development with this request includes significant green/open spaces areas north, south and west of the facility, which will be properly maintained. The 21.01 acre parcel associated with this request will be maintained by Unified Properties Group, the operator of the facility, in a first class manner similar to its other buildings in Michigan.

The 9.3 acre parcel and the 5.0 acre parcel owned in fee by Consumers Energy will be maintained by Consumer Energy.

9. *The use, approximate height, bulk and location of buildings and other structures;*

The building will have dining areas, a pub, a bistro and a small auditorium as well as a kitchen to provide meals to its residents. The use of these amenities are limited to the residents and their guests and are not open to the public. The building will have one story for its memory care and harbors wings; common areas will be two stories and the independent living wings will be three stories (See site plan for building heights by area). Our three story plan enables us to preserve green space and provide closer access to the common amenities for the senior residents.

The senior housing generates low traffic (approximately only 1 car every 7.6 minutes at peak hours) as compared to the previously approved office or apartment use thereby becoming the ideal neighbor to the adjoining residential community. Furthermore, the applicant will not connect to McGillicuddy Lane which was approved with the Villas at Secret Garden project thereby appeasing those who were opposed to this connection point.

The proposed building and parking lot setbacks from the property lines are as follows:

75'-0" setback from West Milham Avenue

40'-0" setback (excluding drive lanes) from west, east and south property lines

10. *The feasibility of proposals for the disposition of sanitary waste and storm water;*

The sanitary sewer will be discharged to the public sanitary sewer system constructed in 2004, which has capacity allocated in sufficient amount to serve this development. The municipal water and all private utilities have been installed underground. The storm sewer will be retained on site and disposed of via infiltration into the ground.

11. *The substance of covenants, grants of easements or other restrictions to be imposed upon the use of the land, buildings and structures, including proposed easements for public utilities;*

We will issue any easements required for public utilities. There will be no other restrictions necessary for the site as it will be used in its entirety for senior living.

12. *The provisions for parking vehicles, the location and width of proposed streets and public ways, and the relationship of proposed streets and other public facilities in proximity to the proposed planned development; see site plan*

This proposed amendment plans on having 178 parking spaces. The senior living facility will have a shuttle bus to transport residents to and from locations offsite, further obviating the need for residents to have a car. A bus parking area has been designated on the west side of the property away from the residential lot (see site plan). There will be a 24 foot road that encircles the building, providing access for emergency vehicles to all areas of the building.

13. *The required modifications in the regulations otherwise applicable to the subject property;*

We foresee no modifications in regulations.

14. *In the case of plans which call for development over a period of years, a schedule showing the time within which application for final approval of all parts of the planned development are intended to be filed; and*

The project is planned to be developed in one stage. See item #4 for schedule.

15. *The proposed conditions and form of performance bonds or irrevocable bank letters of credit to ensure the proper implementation of the plan.*

In light of the size and cost of the project no additional security is necessary. The construction lender will require 100% of the funding to be in place prior to commencing construction. Additionally, this is not a staged/phased development. It will be completed in its entirety by the time we receive the Certificate of Occupancy, thereby protecting the community from any risk.



Mark Murphy, Triple M Investments



Mick Lynch



**[HI.]**

At StoryPoint™, we cherish the relationships we build with our local community. We strive to become an integral part of the area's economic growth, cultural innovation, and most importantly, so we are able to deliver premium care while catering to individual needs and preferences.

At StoryPoint™, we value beautiful surroundings and serene settings, but more importantly, we value people. Our heart and soul is in relationships. When it comes to our employees, they aren't just experts in their chosen field, they're advocates, dearest friends, kindred spirits, collaborators, rock stars and caring, thoughtful individuals. As for our residents, authenticity is key; we want them to feel so welcome, so comfortable, that they're hopelessly, mightily, unapologetically themselves. It all times no matter what.



At StoryPoint, we strive to become an integral part of our community's fabric. We believe that it is our duty to not just serve our residents but the community in which we are a part of as well.

- Provide a level of mediating environment for our residents
- Partner with and sponsor local charities and events
- Develop strategic relationships
- Create visible, positive, campaigns to positively contribute to the local community
- Partner with and support local small businesses
- Utilize local architecture to our advantage to add to the experience

**Over 35 years of senior living experience**

StoryPoint isn't just an innovation in care; it's a pioneer – offering the best in Independent Living, Enhanced Living, Assisted Living, and Memory Care.

<b>AUSTIN</b> 5740 S. State Street Suite 101, 78746 817-485-1000 storypoint.com	<b>AUTORA</b> 535 S. Chalkline Road Aurora, OH 44207 888-816-9200 / 330-562-1750	<b>AVONIAN</b> 345 Lear Road Avon Lake, OH 44017 888-867-8078 / 440-930-7100
<b>BRIGHTON VILLAGE</b> 7700 Finesse Way Brighton, OH 48116 888-224-2661 / 910-277-6666	<b>FRANKLIN PLACE</b> 255 Plover Road Franklin, OH 43024 800-526-1900 / 989-657-4100	<b>GRAND LEGACY</b> 4775 Village Drive Grand Legacy, OH 48837 888-826-7116 / 517-627-7585
<b>LAUREL</b> 1315 Rockwell Drive Salland, OH 43082 977-899-2114 / 982-899-2111	<b>LETOURNAU</b> 9651 Upper Case Parkway, OH 43140 888-777-0321 / 311-348-8496	<b>LETOURNAU</b> 11779 Jett 17707 Kardonale Road Pharsalia, OH 48176 909-893-2811 / 731-953-2600
<b>LAUREL</b> 7895 Hilda Road Knox, OH 45424 953-405-1000 storypoint.com	<b>WATERLOO</b> 701 Flaxton Street Waterloo, OH 43082 800-526-0922 / 248-236-8100	<b>WHITE LAKE</b> 925 Union Lake Road White Lake, OH 48386 888-892-8900 / 248-660-7235

# EXPLORING FREEDOM [LIVING OPTIONS]

Living at StoryPoint means enjoying the greatest independence for our residents. Whether our residents are active, appreciate a little extra help around the house, require specialized care and assistance, or all of the above, we'll do whatever it takes to elevate their joy and sense of freedom. We offer the following living options:

#### INDEPENDENT LIVING

Independent Living is designed for seniors who want the privacy and convenience of an apartment home with the added benefit of amenities and services.

#### ASSISTED LIVING

Assisted Living provides assistance with everyday activities. Trained professionals provide medication administration and coordinate healthcare as needed.

#### ENHANCED LIVING

Enhanced Living is designed for seniors who need a little extra support. It includes all the amenities and services, plus custom healthcare packages.

#### MEMORY CARE

Memory Care is designed for seniors living with dementia. Assurances provided in a licensed and uniquely designed environment. Professionals are specially trained.

## WE'RE HERE FOR YOU

We admire your commitment to preserving your community's rich culture. We look to partner with like-minded communities to serve those who are the foundation of your community.

# STORYPOINT

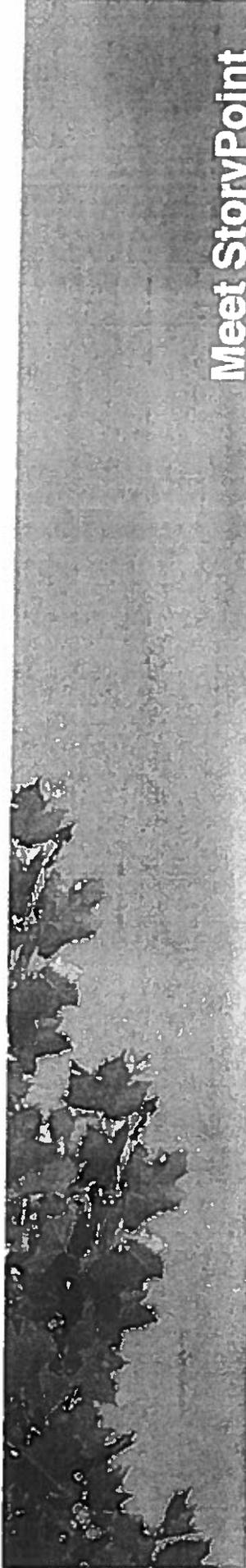
STORYPOINT.COM



# STORYPOINT

*An Innovation in Senior Living*

STORYPOINT.COM



## Meet StoryPoint

At StoryPoint™, we cherish the relationships we build with our local community. We strive to become an integral part of economic growth, cultural innovation, and most importantly serve as a resource for the senior population and their families. Through our expertise and collaboration with residents and their families, we are able to deliver premium care while catering to individual needs and preferences.

At StoryPoint™, we value beautiful surroundings and supreme service, but more importantly, we value people. Our heart and soul is in relationships. When it comes to our employees, they aren't just experts in their chosen field, they're advocates; demonstrating kindness, collaboration, dedication and caring with every interaction. As for our residents, authenticity is key; we want them to feel so welcome, so comfortable, that they are hopelessly, magnificently, unapologetically themselves at all times, no matter what.



# STORYPOINT™



## Enhancing Communities

At StoryPoint, we strive to become an integral part of our communities pulse. We believe that it is our duty to not only serve our residents but the community in which we are a part of as well.

- Provide active and stimulating environments for our residents
- Play an integral role in local culture
- Partner with and sponsor local chambers and events
- Create visually aesthetic campuses to positively contribute to the face of the community
- Partner with and support local small businesses
- Utilize local agriculture to incorporate in our culinary experience





## On Going Impact:

- **Payroll**
  - \$2,900,000+ annually in payroll once stabilized
  - Over 100 jobs with over 40 being full-time, benefit eligible positions
- **Property Taxes**
  - \$250,000+ annually in property taxes
    - \$30,000+ going to the county
    - \$220,000+ going to the city
- **Utilities**
  - \$300,000+ annually in utilities once stabilized
- **Marketing and Events**
  - \$150,000+ annually in marketing which is almost exclusively spend on high touch, local events and community publications
- **Events and Charities**
  - Community specific fundraising events are held at our properties to raise awareness and money for local charities



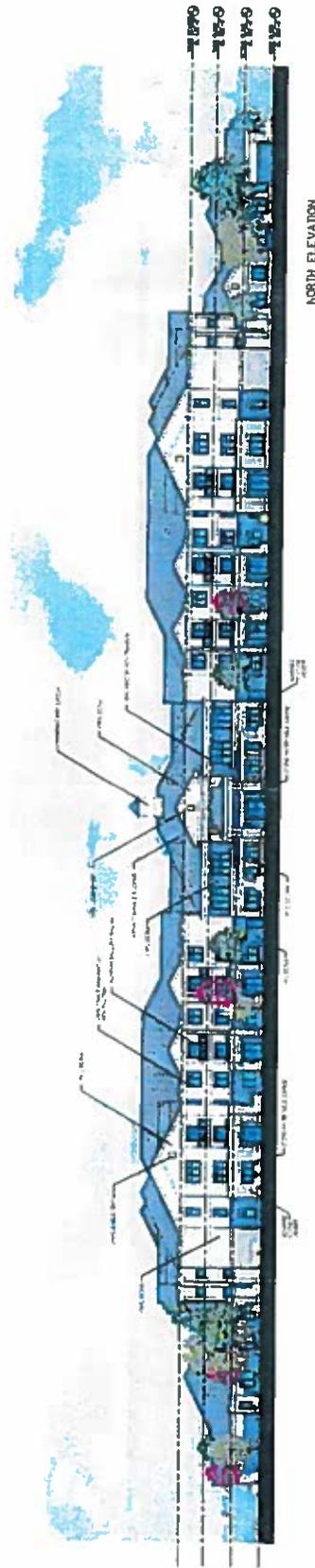


## Up Front Impact

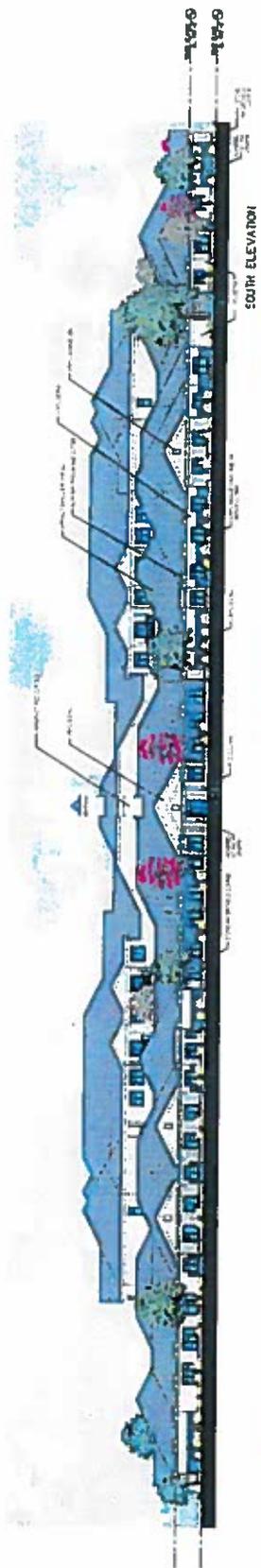
- **Project Cost**
  - \$18,500,000+ in hard construction cost
    - Over \$17,000,000 going to sub-contractors that are typically local
    - Over \$1,000,000 going to a general contractor which will be bid including local companies
  - \$250,000 in marketing before we open which is almost exclusively spend on high touch, local events and community publications







NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

Note: Alternate masonry option - Brick in lieu of stone



**The Homestead of Portage Planned Development**  
**2012 Approved Narrative/Tentative Plan Amendment**

RECEIVED

## AMERICAN VILLAGE DEVELOPMENT, II

December 30, 2011

City of Portage Planning Commission  
C/O Mr. Christopher Forth, AICP  
7900 South Westnedge Avenue  
Portage, MI 49002

**RE: Submission of Tentative Plan Amendment for planned development of The Homestead.**

Dear Members of the Planning Commission:

Enclosed please find our submission for amending the planned development of The Homestead. We have worked in concert with city staff to revise the previously submitted plans.

The following is a brief overview of The Homestead Planned Development: In June, 2001 the planning commission approved the rezoning of approximately 88 acres from R-1B one-family residential Planned Development (PD). American Village Development II, L.L.C. purchased approximately 55 acres for single family development and Patrick and Lisa Lynch retained the remaining 22.5 acres for cottage offices and a restaurant.

In 2006, the Planned Development was amended to include the Villas of Secret Gardens condominium development which included 22 attached residential buildings totaling 86 units on 19.56 acres. The Villas of Secret Gardens project did not proceed at the last minute due to changes in the real estate and financing markets. Additionally, the project replaced cottage offices; however, the original 2001 approval included cottage offices of approximately 95,000- 160,000 square feet.

This revised plan will enhance The Homestead neighborhood by visually and physically connecting the single family portions of the developments along McGillicuddy Lane. This will also help buffer the single family neighborhood from the other future uses in the planned development.

1a. Our general purpose is two-fold, first is to split three single family parcels, a total of 1.51 acres from the remaining Lynch property. If the splits are approved, American Village Development II, L.L.C. will purchase the three parcels from Mr. & Mrs. Lynch and they will have a remaining parcel of approximately 21.02 acres. These three new home sites will provide mid-priced housing. The architecture will complement the existing new homes on McGillicuddy Lane.

1b. The second purpose is regarding the land previously approved for the Villas of Secret Gardens Condominium Development which was approximately 19.56 acres and includes the portion of land we are requesting to be split into three single family home sites as noted above. In addition, we would like the remaining 18.0 acres return to the originally approved "Cottage Office" use.

It is still the intention that the historic farm home will be lovingly restored with the cooperation and craftsmanship of current owner and historic home restoration specialist Patrick Lynch, and into a beautiful office or theme restaurant.

2. The Homestead Planned Development began with phase 1 housing area on the southeast quadrant of the property. The first phase was followed by three additional phases of single family housing. The final phase of the single family housing is the three home sites we are requesting for land division; please refer to the attached plan.

The historical home phase of the development is anticipated to be the development of an office or theme restaurant. This portion of the development comprises of approximately 3.4. The final phase of the development is anticipated to be the cottage office area. The cottage office area comprises 17.6 acres. The combination of the historical home parcel and the cottage office parcel equals 21.0 acres, of that acreage; 3.4 acres will be designated as green space. The green space is defined as a strip of land approximately 40'+/- deep surrounding the perimeter of the cottage office area except that area that adjoins McGillicuddy Lane equaling 3.4 acres.

The proposed three single family home sites are located in a densely wooded area of the project. It is the intention of American Village Development to maintain a substantial portion of the wooded areas outside of the building zone to create a natural buffer from the themed office and restaurant sites.

A landscape berm was constructed in 2006 to establish a buffer between the single family homes and the themed restaurant/office site. This berm has had some trees installed along with the single family homes as they were completed. So long as the existing trees are maintained between the single family homes and the proposed themed restaurant/office site, the property owner is not intending to add any additional landscaping. Should the site plan for the themed office / restaurant require the removal of the natural buffer, the land owner will plant trees along the existing berm to provide appropriate screening.

3. The two remaining stages (\*), the first will be the renovation of the historic home and concluding with the cottage office. The work on renovation of the historic home and building of the cottage offices will begin when the market demand increases which will be directly influenced by improvements in the commercial lending environment. Our hope would be that these projects could move forward in the next five years. The single family homes will be built as the new homes are absorbed. The three parcels will be added into the rotation of the existing lots. It is our intention to keep two new homes available in the community. The phasing of the entire planned development is as follows.

- Single Family Phase 1, 2002, 24 upscale home sites, complete.
- Single Family Phase 2-a, 2005, 15 upscale home sites, one site available
- Single Family Phase 2-b, 2005, 21 medium home sites, six sites available
- Single Family Phase 3, 2011, 23 upscale home sites, twenty two sites available
- \*Historic Home – office / restaurant, timing to be determined
- \*Cottage offices, timing to be determined

4. The construction of homes will begin after we receive of all the necessary approvals for the land division. All the infrastructure improvements are completed except for the utility extensions. The utilities extensions will be installed with the construction of each individual home. As mentioned in item #3 above, when we sell a speculative new home we will start a replacement home for sale. Over the last two years, we have averaged six new home sales a year. Including the three proposed parcels, we will have 32 available home sites, which should be absorbed over the next 5.5 years.

The historical home renovation and cottage office/restaurant will start when market conditions improve. It is anticipated that both projects would commence in the next five years.

5. Each stage of this planned development will be constructed independently of the other stage. Each stage will be integrated with the adjoining community by using sidewalks.

The Homestead meshes well with the existing development pattern in this area of Portage. To the east and south are single family homes which have been complemented by our single family homes.

In the northwest quadrant of the property, the portion of The Homestead that is closest to US 131, we are requesting being reserved for cottage office to buffer the historical home and single family housing to the east and the housing to the south. The historic home office/ restaurant provides a smooth transition from cottage office to single family housing on the northern half of The Homestead.

6. The amended area is located on the southeast corner of US-131 and West Milham Road. The total area involved is 22.5 acres and owned by Patrick and Lisa Lynch, with 1.5 acres proposed for three single family home sites, 17.6 acres for cottage office or themed restaurant and 3.4 acres of green space. The three proposed home sites are currently under contract by American Village Development II, L.L.C., should the land division be approved. The remaining acres will be retained by Patrick and Lisa Lynch.

7. Land Use Density:

Single Family Residential	46.6+/- Acres	53%	1.8 homes per acre
Common Open Space and Green Space	23.8+/- Acres	27%	
Cottage Office & Themed Restaurant	17.6+/- Acres	20%	

The Homestead is a low density high-end development. The three single family phases include 83 home sites plus the 3 proposed sites for a total of 86 home sites. Non-residential land uses are planned for 17.6 acres or 20% of the 88 acre planned development.

Prior to the planned development, this property was original zoned as RI-B which will allow for 3.4-units per acre or 195 homes on the 57.5 acres dedicated in the planned development tentative plan to residential and open space.

In The Homestead Planned Development, building set-backs planned for front yards at 30 feet, side yards at 10 feet and rear yards at 40 feet; comply with the previous R-1B zoning criteria.

8. There is no new common space in the planned development with this request. All the common areas have been fully developed in the single family area of the development including the entry statement, five landscaped cul-de-sacs and the two storm water retention areas. These areas are owned and currently maintained by The Homestead Homeowners Association. These areas will be maintained as required by fees paid to The Homestead Homeowners Association at the direction of the board of directors. The 9.3 acre parcel and the 5.0 acre parcel owned in fee by Consumers Energy will be maintained by Consumer Energy. The remaining 21.02 acres owned and maintained by Patrick and Lisa Lynch.

9. The only known buildings in the planned development will be single family homes, a historic home, and future office buildings. The single family homes will be a combination of ranch and two-story and will not exceed the required height limitations. The historic home will be restored and its height will not change from its current height. It may be necessary to enlarge the footprint of the historic home in order for it to accommodate its anticipated use. However, any addition would be consistent with the current architecture and would not exceed the current height of the home. The final structure may be in the 5,000+/- square foot range depending on the owner's needs.

The cottage office area will contain building architecture that will be residential in nature and compliment the residential phases of the development similar to Woodbridge Hills. Most office buildings are anticipated to be one or two-stories in height. We are anticipating that they will range from 3,000 to 10,000+/- square feet in size. We are anticipating a total of 80,000 to 145,000 square feet of total office space. The site will be served by a separate curb cut from the themed restaurant/office site that was constructed with the recent widening of Milham Avenue. The entry to both sites will be landscaped and signed to give a sense of arrival. It is intended that the office building will meet the current requirements under the OS-1 zoning district.

10. The sanitary sewer will be discharged to the public sanitary sewer system constructed in 2004, which has capacity allocated in sufficient amount to serve this development. The municipal water and all private utilities have been installed underground. The storm sewer will be retained on site and disposed of via infiltration into the ground.

11. Covenants have been recorded on all phases of the single family home sites, a copy of which is attached hereto for reference. Similar covenants will be recorded on the three additional sites should the land division be approved. These covenants control land use, architecture, exterior colors, home-site planning, landscaping and other issues essential to a successful planned development. Certain architectural issues will have to be approved by The Homestead Architectural Review Committee. This committee will ensure that the architectural development of The Homestead is consistent with the wishes of the developers. All easements required by the City of Portage for utilities and roadways are in place.

12. All the streets for the single family area have been built to the required specification of and accepted by the City of Portage. Each home unit will have a minimum of a two-car garage and space in front of the garage for two additional cars to park, a minimum of four spaces per home total. A majority of the homes constructed have three car garages.

13. We have directed all construction traffic through the Milham Road entrance to minimize construction traffic through Hollow Wood.

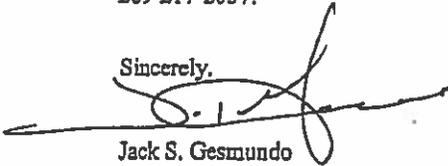
14. This is the last phase of the single family portion of the development. The office and restaurant phases will move forward when the market demand and financing for such improves. Based upon current forecasts, we believe this to be several years out.

15. American Village Development II, L.L.C. has an excellent credit rating and a number of different credit facilities. Performance bonds or bank letters of credit can be supplied as required by the City of Portage.

The Northwest Portage Bikeway was recently constructed along the Consumers Energy Company property and interconnects with the internal sidewalks of The Homestead along McGillicuddy Lane. All streets include sidewalks on both sides of the roadway.

We appreciate your review and consideration for this request. We look forward to continuing this successful project in the City of Portage. Please contact Jack Gesmundo if you have any questions or concerns relative to our tentative plan, I can be reached at [jack@avbinc.com](mailto:jack@avbinc.com) or 269-217-2057.

Sincerely,



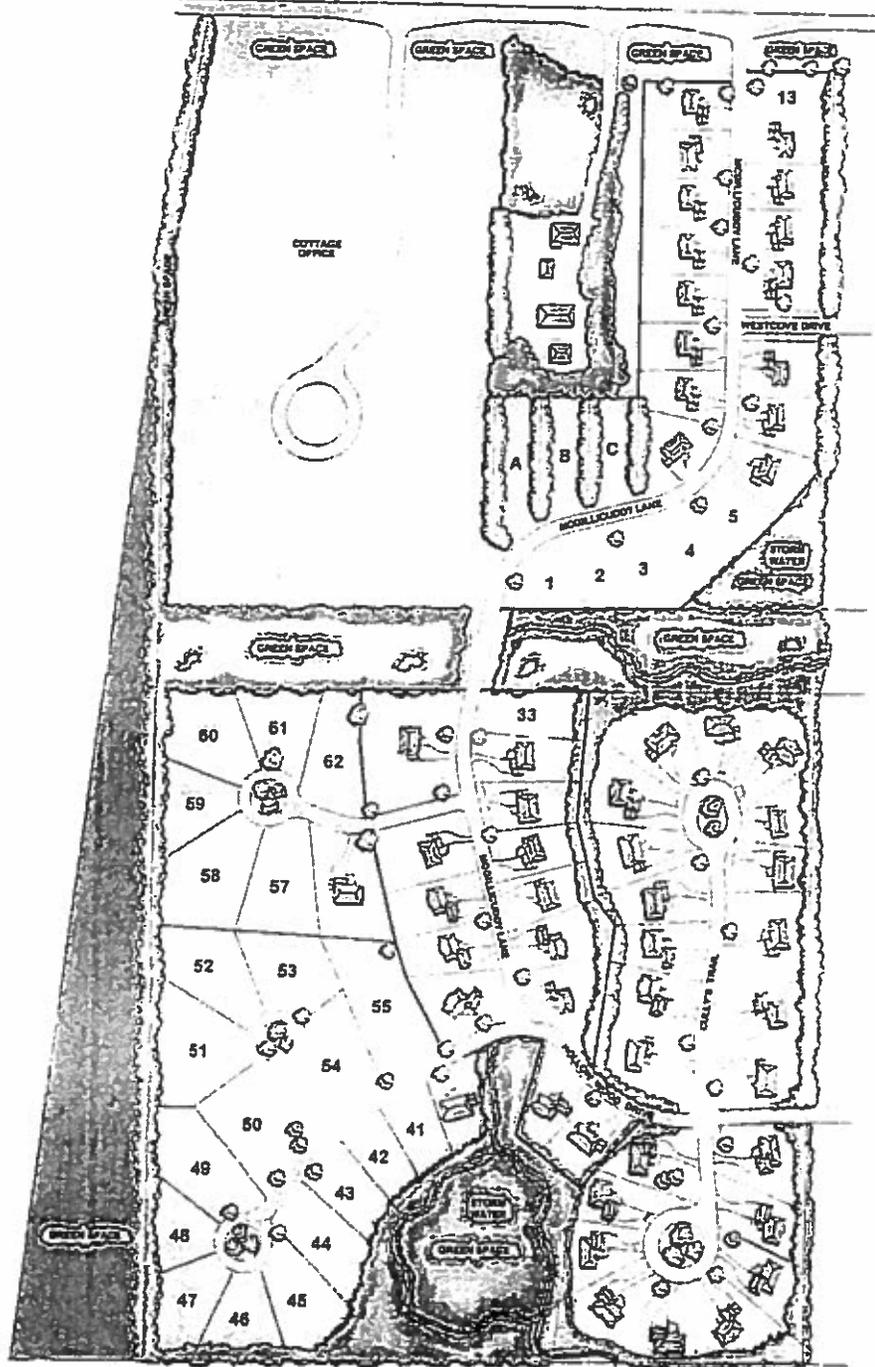
Jack S. Gesmundo



Patrick M. Lynch

enclosure: Tentative Plan for The Homestead Planned Development

MILHAM ROAD



THE ARLTUS TRAIL  
NEIGHBORHOOD



**The Homestead of Portage Planned Development**

**2001 Approved Narrative/Tentative Plan**

American Village  
Development Company, Inc.

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May 8, 2001

City of Portage Planning Commission  
c/o Mr. Jeffrey M. Erickson, AICP  
7900 South Westnedge Avenue  
Portage, Michigan 490002

**RE: Submission of The Homestead Planned Development Tentative Plan**

Dear Members of the Planning Commission:

Enclosed please find our submission for re-zoning and approval of a tentative plan for a planned development. The property referenced is 88 acres plus or minus, and is situated at the southeast corner of US 131 and Milham Avenue in Portage.

As you may know, we were involved in the development and construction of Woodbridge Hills, another Portage planned development. We feel this positive experience with another planned development will ensure the City of Portage and its residents that this will be another project of which we will all be proud.

What follows are answers to the fifteen (15) required questions that must be submitted with a tentative plan for a planned development.

1. Our general purpose is to create a new community which provides medium to upscale new housing opportunities, a theme restaurant and conference center and a cottage office area. We are requesting a re-zoning from residential (R-1B) to planned development in order to accommodate the several different uses contemplated in this development; single family residential, restaurant and cottage office. We want to preserve the overall feeling of the historic farm home in the architecture and site planning of The Homestead. The historic farm home will be lovingly restored with the cooperation and craftsmanship of current owner and historic home restoration specialist Mick Lynch, and American Village Builders, into a beautiful upscale theme restaurant. The new housing alternatives in The Homestead will provide mid-priced and upscale housing in a comfortable planned development setting. The architecture will focus around a farm home theme and will compliment the existing historic farm home. As with Woodbridge Hills, this community will feature a linear trail system for the enjoyment of the homeowners of this community and the residents of Portage. We have had discussions with the City of Portage in regards to tying this trail system into the Northwest Portage Bikeway System which is anticipated to be located in the green space property owned by Consumers Energy. In addition, generous common open space has been provided for the enjoyment of the community residents.

2 & 3. The Homestead Planned Development will begin with the Stage 1 housing area on the southeast quadrant of the property. The first stage will be followed by an additional three stages of single family housing. The density of these four single family stages is 1.68 units per acre (94 units on 56.0 acres (including common open space)), comprises 45.1 acres and is 51.3 percent of the total planned development.

A second phase of the development is anticipated to be the development of the theme restaurant. The restaurant comprises 3.0 acres and 3.4 percent of the total planned development.

A third phase of the development is anticipated to be the cottage office area. The cottage office area comprises 14.6 acres and 16.6 percent of the total planned development.

The remaining land will be dedicated to common open space and green space. Common open space and green space, which includes 14.3 acres owned by Consumers Energy, comprises 25.2 acres and 28.7 percent of the total planned development. The land owned by our development group in fee, dedicated to common open space, is 10.9 acres and is 12.4% of the 88 acres or 14.8% of the total land owned in fee by our development group.

4.	Time Schedule:	
	Single Family Stage 1	October 2001 to November 2002
	Single Family Stage 2	March 2002 to May 2003
	Single Family Stage 3	October 2002 to November 2003
	Single Family Stage 4	May 2003 to June 2004
	Historic Home/Restaurant	June 2002 to December 2002
	Cottage Office	June 2002 to June 2005

5. Each stage of this planned development may be constructed independently of the other stages. In fact, this is the purpose of this phased development process.

The Homestead meshes well with the existing development pattern in this area of Portage. To the east are finely constructed single family homes which will be complemented by our single family homes that cover the entire east portion of the development. The portion of The Homestead that is closest to US 131 has been reserved for cottage office to buffer the restaurant and single family housing to the east and the housing to the south. And, the historic theme restaurant provides a smooth transition from cottage office to single family housing on the northern half of The Homestead.

6. The Homestead will be located at the southeast corner of US 131 and Milham Avenue. The area to be re-zoned planned development is 88 acres. Of the 88 acres, 73.7 acres are currently owned by Mr. Mick Lynch, and the residential portion of this land as shown in our tentative plan is under contract to be purchased by American Village Development Company should our re-zoning request be approved. The remaining land, including the restaurant and cottage office areas, which are owned by Lynch, is expected to be developed in partnership between Lynch and American Village Development Company. The 14.3 acres owned in fee by Consumers Energy shall remain unchanged in ownership. The Consumers Energy property is

comprised of the two green space parcels which are 9.3 acres and 5.0 acres respectively. The 9.3 acre parcel runs along the west edge of the property and the 5.0 acre parcel bisects the property from east to west.

7. Land Use Density:

Single Family Residential 45.1 Acres +/- 51.3%

<u>STAGE</u>	<u>HOMES</u>	<u>AVERAGE LOT</u>	<u>HOMES/ACRE</u>
Stage 1	24 homes	21,780 sq. ft. lots	1.8 homes/acre*
Stage 2	17 homes	21,780 sq. ft. lots	1.8 homes/acre*
Stage 3	30 homes	19,311 sq. ft. lots	2.2 homes/acre*
Stage 4	23 homes	18,181 sq. ft. lots	2.4 homes/acre*
Total	94 homes		2.1 homes/acre*

\*density totals do not include open space, including open space (56.0 acres) reduces average density to 1.68 homes/acre

Common Open Space and Green Space	25.3 Acres +/-	28.7%
Restaurant & Cottage Office	17.6 Acres +/-	20.0%

Current R1-B zoning of 3.4 units/acre would allow 190 homes on the 56.0 acres dedicated in the planned development tentative plan to residential and open space. A plan showing how this land could be developed for single family development under its current zoning has been included for your reference. In The Homestead Planned Development, building set-backs planned for front yard at 30 feet, side yard at 10 feet and rear yard at 40 feet, comply with the current R-1B zoning criteria.

8. The 4.4 acre parcel, the 2.8 acre parcel and the 3.7 acre parcel labeled "common open space" will be owned and maintained by the Homestead Homeowners Association. These common open space areas will contain entry statements, landscaping, signage, linear walking trails, and natural preserve areas. These areas will be maintained as required by fees paid to the Homestead Homeowners Association at the direction of the board of directors. The 9.3 acre parcel and the 5.0 acre parcel labeled green space will continue to be owned in fee and maintained by Consumers Energy.

9. The only known buildings in the planned development will be single family homes, a historic home and restaurant, and future office buildings. The historic home will be restored and its height will not change from its current height. It may be necessary to enlarge the footprint of the historic home in order for it to accommodate its anticipated use. However, any addition would be consistent with the current architecture and would not exceed the current height of the home.

The cottage office area will contain buildings similar in architectural theme to the historic home. Most buildings are anticipated to be two (2) stories in height, and our present thinking is that these buildings will not exceed two (2) stories in height.

10. Disposition of sanitary and storm water has been discussed at length with City of Portage staff. Through these discussions, tentative agreements have been reached which will allow all areas of The Homestead to be served with sanitary service by the City of Portage sanitary collection system. These discussions have included the installation of a lift station on the west boundary of the cottage office area by the City of Portage. The Homestead will be responsible for its pro-rata share of the cost of this lift station when the Homestead connects to this lift station. Storm water for The Homestead will be collected and maintained on site. In addition, we have agreed to cooperate with the City of Portage by allowing for additional land area to be held in anticipation of storm water needs when the City widens Milham Avenue. This storm water collection area, fronting Milham Avenue may serve The Homestead as a decorative water feature at its northwest entrance.

11. Once this property is re-zoned, The Homestead residential property will be purchased by American Village Development Company. At this time, a set of covenants will be placed on the land restricting the use of this land. These covenants will control land use, home-site planning, landscaping and other issues essential to a successful planned development. Certain architectural issues will have to be approved by The Homestead Architectural Control Committee. This committee will ensure that the architectural development of The Homestead is consistent with the wishes of the developers. In addition, we plan to provide various easements as necessary to the City of Portage for sanitary sewer and linear trail system purposes.

12. The streets will be built to City of Portage specifications: 30 feet back of curb to back of curb with a 60 foot right-of-way. The streets will be dedicated to the City of Portage upon completion.

The Homestead Planned Development tentative plan also contemplates a possible future vehicular linkage to Westcove. The vehicular linkage to the historic theme restaurant will be via the Milham Road entry into the cottage office area.

The linear trail system for The Homestead will be maintained by the Homestead Homeowners Association on property owned by the Association. It is expected that this trail system will link to the Northwest Portage Bikeway, which is anticipated to be located in the property owned by Consumers Energy. However, this linkage is dependent on the success of the City of Portage in extending the current Northwest Portage Bikeway System.

13. Stage 1 of the single family housing will be accessed by the public from Hollow Wood. Stage one will also be served by a "construction/emergency ingress/egress drive" that will connect to Stage 1 from Milham. In this manner we will eliminate any construction traffic from Hollow Wood. Additionally, this drive will allow for emergency vehicle ingress and egress in the case of an emergency.

We are requesting that The Homestead be allowed an exemption to allow us to build the first 24 homes from the Hollow Wood access. This request is supported by the fact that development costs associated with extending the road all the way to Milham at the beginning of a development is prohibitively expensive. Additionally, an emergency/construction drive will be

available in case of an emergency. Prior to constructing beyond Stage 1, a second public road connection will be made from the North either via Westcove, or Milham or both.

We are also requesting that 4' sidewalks be required only on one side of each street as was successfully implemented at Woodbridge Hills. The 8' wide multi-purpose pathways throughout The Homestead will complement the sidewalks.

14. We expect to submit the last stage of our planned development for final approval by June, 2004.

15. American Village Development Company has an excellent credit rating and a number of different credit facilities. Performance bonds or bank letters of credit can be supplied as required by the City of Portage.

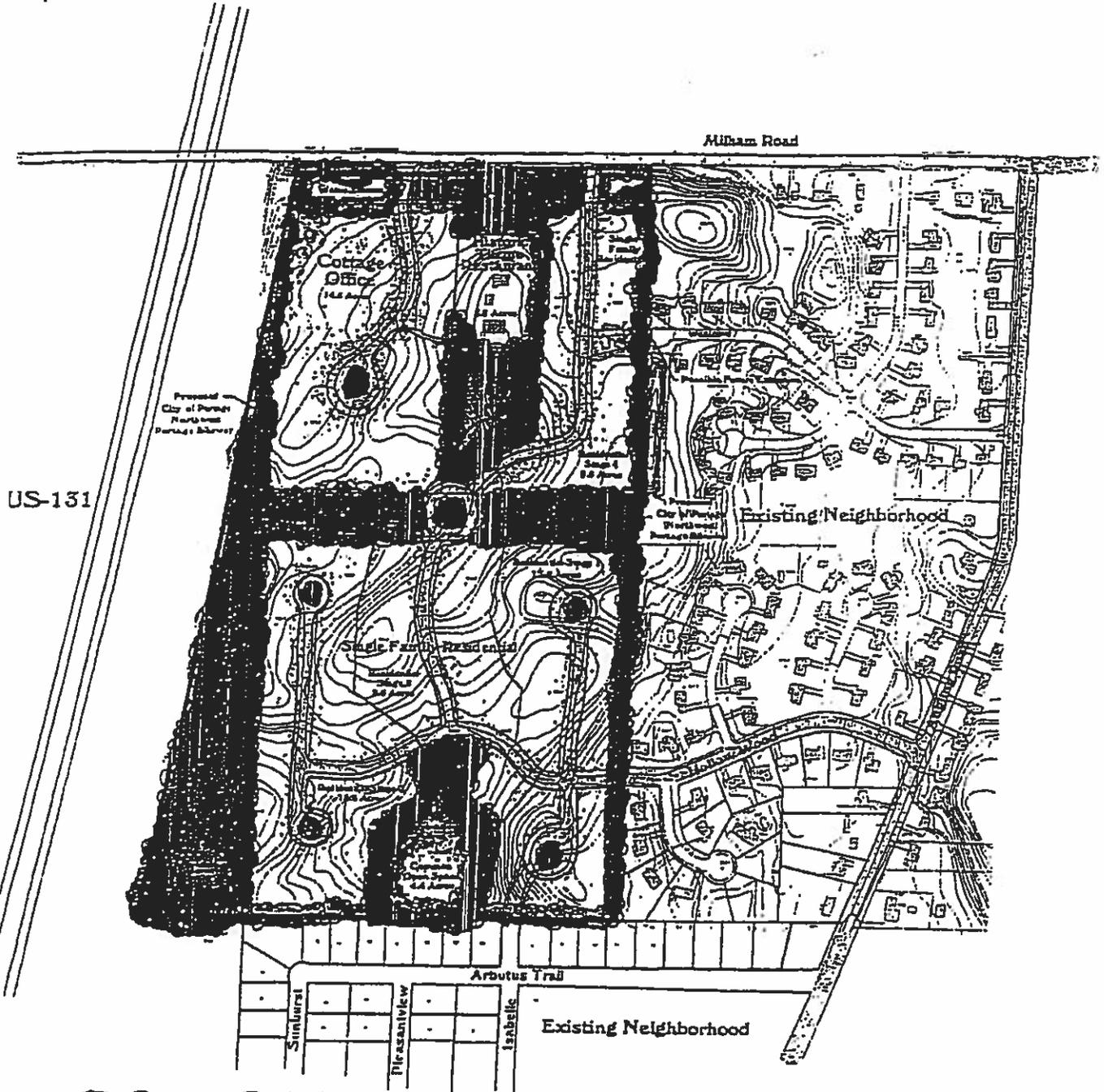
We appreciate your review of our tentative plan for The Homestead Planned Development. We look forward to the opportunity to work on another successful project within the City of Portage. Please contact me directly should you have any questions or concerns relative to our tentative plan at 329-4800.

Sincerely,  
American Village Development Company



Greg Dobson

enclosure: Tentative Plan for The Homestead Planned Development



# The Homestead of Portage

Scale: 1" = 500'-0"

Date: May 8, 2001

North



Presented by: American Village Builders

**RECEIVED**

APR 14 2015

April 11, 2015

COMMUNITY DEVELOPMENT

**To:** Vicki Georgeau, Director of the Department of Community Development  
City of Portage Planning Commission

**From:** The Families of Homestead

**RE:** Tentative Plan Amendment, 3821 West Milham Avenue – StoryPoint Senior Living Facility

We are writing to ensure you are aware of our concerns related to the proposed development of the property located West of McGillicuddy Lane, including the historic Van Riper property and the adjacent field. It is our understanding the developer wishes to re-zone the property and establish StoryPoint, a large senior living facility.

As you are aware, in late 2011, a plan amendment was proposed to add three parcels of land to provide for additional lots on McGillicuddy Lane. This amendment was approved. At that time, we voiced concerns at the City of Portage Planning Commission meeting to ensure adequate screening and sound buffering would be put in place between Homestead properties and the Van Riper property with its eventual development. We also submitted a letter, dated January 19, 2012, to the commission outlining these concerns.

We reviewed the concept plan for StoryPoint dated March 26, 2015. Our primary concern with the proposed plan is the lack of proper barriers and screening for sight, safety and sound between the StoryPoint development and all homes lining both sides of McGillicuddy Lane. At present, the minimal plantings located on some homeowners' properties do not afford sufficient protection for the homes that directly line the historic property and adjacent field, regardless of how they are developed. Additional concerns include:

- The placement of 3-story construction directly adjacent to a residential neighborhood. These structures will be prominently visible from street and our homes, in many cases eye-level to our family rooms and/or children's bedrooms.
- The proposed location of the dumpster enclosure and ambulance parking, which are currently located on the east side of the development, closest to Homestead residents. The noise and traffic generated poses a nuisance to the use and enjoyment of our properties.
- Location of loading zones / delivery areas and times for commercial vehicles and deliveries, including trash removal.
- Regulation during construction with regard to traffic, noise and associated deliveries.
- Maintenance of the landscaping currently on the VanRiper historic property.

- Future preservation of the aesthetics of the StoryPoint facility in keeping with the natural beauty of the VanRiper historic property and the spirit of Homestead.

It is our strong desire to have the Planning Commission address these concerns to benefit the general welfare of the current and future residents of Homestead and surrounding communities. It is of the utmost importance that Homestead property values be maintained as a result of this plan amendment and development. A decrease in property values would not only directly impact Homestead but ultimately affect the general tax base for the Portage community, causing the public to suffer economically.

Proposed solutions include:

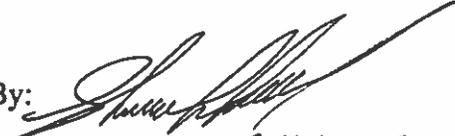
- The installation of a high landscape berm with natural, evergreen screening between the east side of Van Riper property and all along the west side of McGillicuddy Lane.
- The installation of a high landscape berm with natural, evergreen screening along the south / southeast portion of the development.
- Relocating the dumpster enclosure, ambulance parking and all loading zones / delivery areas to the west side of the complex, along US-131, to mitigate the nuisance resulting from the sight, smell and sound of trucks, traffic and refuse.
- Limited times and usage regulations for bus routes, commercial deliveries and trash removal to reduce the nuisance posed to Homestead residents.

We welcome the developer and the Planning Commission to personally visit and view the landscape as it appears from our properties. The current landscape does not afford sufficient protection (sight, safety, sound, etc.) between our homes and this development.

Thank you for your consideration and review of these concerns. We look forward to discussing these issues in greater depth with the developer and the Planning Commission.

Sincerely,

The Families of Homestead

By: 

Printed Name(s): SHATTER AHMAD

Address: 6110 McGillicuddy Ln, POTTAGE, MT 49024

E-mail: SHATTERAHMAD@GMAIL.COM

By: 

Printed Name(s): LOU CHERICO

Address: 6130 McGillicuddy Lane

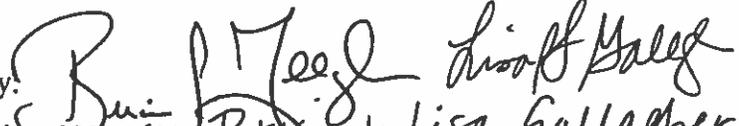
E-mail: 100.CHERICO@PERRIGO.COM

By: 

Printed Name(s): DANIEL KUJAWSKI

Address: 6150 McGillicuddy Ln

E-mail: daniel.kujawski@umich.edu

By: 

Printed Name(s): Brian + Lisa Gallagher

Address: 6090 McGillicuddy Lane

E-mail: lisa10pgal@gmail.com

By:

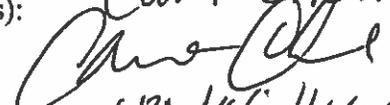
Printed Name(s): Scott + Jessica Lakey

Address: 6165 McGillicuddy Ln

E-mail: slakey@jaquarea.com

By:

Printed Name(s): Carol Chenoweth

Address: 

E-mail: 6130 McGillicuddy Ln  
POTTAGE MT 49024  
CCC\_Oh@yahoo.com

By: Kelly A. Crowell

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## Victoria Georgeau

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**From:** Shaher Ahmad <shaherahmad@gmail.com>  
**Sent:** Saturday, April 11, 2015 5:00 PM  
**To:** Victoria Georgeau  
**Cc:** Shabnam Ghazi  
**Subject:** proposed development of the property located West of McGillicuddy Lane.

Dear Ms. Georgeau,

On behalf of my wife Shabnam Ghazi and I, we are writing to express the concerns of our family related to the proposed development of the property located West of McGillicuddy Lane.

The concept plan for StoryPoint present a concern related to the lack of proper barriers and screening for sight, safety and sound between the StoryPoint development and our home and those of our neighbors living on McGillicuddy Lane. The current minimal plantings located on some homeowners' properties do not afford sufficient protection for the homes that directly line the historic property and adjacent field, regardless of how they are developed. Additional concerns include:

- The 3-story construction directly adjacent to a residential neighborhood. These structures will be prominently visible from street and our homes, in many cases eye-level to our family rooms and/or children's bedrooms.
- The proposed location of the dumpster enclosure and ambulance parking, which are currently located on the east side of the development, closest to Homestead residents. The noise and traffic generated poses a nuisance to the use and enjoyment of our properties. We do not see why those cannot be facing the highway instead of the residential side.
- Location of loading zones / delivery areas and times for commercial vehicles and deliveries, including trash removal. We do not see why those cannot be facing the highway instead of the residential side.
- Regulation during construction with regard to traffic, noise and associated deliveries.
- Maintenance of the landscaping currently on the VanRiper historic property.
- Future preservation of the aesthetics of the StoryPoint facility in keeping with the natural beauty of the VanRiper historic property and the spirit of Homestead.

It is our strong desire to have the Planning Commission address these concerns to benefit the general welfare of the current and future residents of Homestead and surrounding communities.

Thank you for your consideration and review of these concerns.

Sincerely,

Shaher Ahmad & Shabnam Ghazi

April 30, 2015

City of Portage Planning Commission  
C/O Mr. Christopher Forth, AICP  
7900 South Westnedge Avenue  
Portage MI, 49002

**RECEIVED**  
MAY 01 2015  
COMMUNITY DEVELOPMENT

**Re: Submission of Tentative Plan Amendment for The Homestead Planned Development  
(StoryPoint Senior Living Facility)**

Dear Members of the Planning Commission,

Please accept this letter as an addendum to the April 8, 2015 narrative we last submitted for the April 16, 2015 planning commission meeting. After listening to the comments by some of the residents as well questions from the Planning Commission, we are willing to provide the following in an effort to address the concerns of all those involved and ideally move ahead towards a timely site plan approval submission.

Per the attached plan we will plan to submit site plan documents following the next meeting with the intent of the doing the following:

1. A revised the Detention Basin as shown.
2. Provide an approximately 3'-4' landscape berm south of the south parking spaces to screen parking spaces with evergreens with a minimum of 6' tall. Note given the substantial grade change to the residents to the south it will not be effective to move the berm south of the Detention Basin.
3. At the southeast corner of the senior living property and McGillicuddy Lane will plant evergreens a minimum 6' high installed at the edge of the right of way.
4. Between the senior living and historic house we will plant evergreens with a concentration near the service entrance. The evergreens will be a minimum of 6' tall plus ornamental trees and shade trees as detailed on the legend.
5. At the east property line of the historic district property there will be a 3'-4' high berm with minimum 6' evergreens. If we have excess soil we will continue the berm to south although these last properties are not effected.
6. All other landscaping shown conceptually illustrates what we expect to have on site.
7. Please note all of the items above are estimates but we will have more exact dimensions at site plan approval.

**The Historic Property Deed Restriction**

Deed Restriction—So long as the senior living is in operation, the historic property and buildings shall not be used as a commercial restaurant for public enjoyment. However, this restriction shall not preclude the property to be used as a dining facility for the senior living residents and their guests. Furthermore, the applicant, subject to city approval, reserves the right to lease the property for special events including but not limited to banquets, private parties, community events, and similar type uses and to use the property for any other lawful use. Finally, except for the restriction of prohibiting a restaurant for the general public, the historic property shall retain its previous approval as cottages offices or as a single-family residence.

**Historic Property Maintenance**

Applicant intends to do clean up of the site and buildings as well as ongoing maintenance to make the historic property and buildings presentable to its residents and the adjoining community. However, until such time that the applicant occupies the historic buildings, it intends to do the minimal amount of ongoing care.



Mark Murphy, Triple M Investments



Mick Lynch

May 6, 2015

**RECEIVED**  
MAY 06 2015  
COMMUNITY DEVELOPMENT

To: Victoria Georgeau, Director of the Department of Community Development  
City of Portage Planning Commission  
7900 S. Westnedge Ave.  
Portage, MI 49002

From: The Families of Homestead

RE: Tentative Plan Amendment, 3821 West Milham Avenue – StoryPoint Senior Living Facility

We are writing to express our thoughts regarding the proposed StoryPoint Senior Living development adjacent to our property in the Homestead subdivision. As expressed in our prior letter dated April 11, 2015, we remain concerned about the impact of this development on our privacy and property values.

We agree with the city staff Final Report (May 1, 2015) that the project should maintain the architectural character and be in substantial conformity to the proposed drawings (i.e. include brick or stone, hip roof) so it is residential in nature as opposed to having a commercial, sterile appearance. To keep the development in harmony with the Homestead, we also request that earth tone colors be used for all exterior materials.

We also agree with the recommendation that the area south of the loop drive be dedicated as greenspace. We do not want to see storage / maintenance sheds, maintenance or staff vehicles, etc. from our homes.

We respectfully ask the Planning Commission to continue to explore the following with the developer prior to site plan approval:

1. *Higher*, continuous natural shaped berms with *more substantial* plantings on the east and southern lot lines, in addition to plantings along the southern line following the power lines. The berm located close to the perimeter will provide more screening to the residential portion of the planned development. The developer can generate dirt for these berms by lowering the project, as well as from the retention area.

While the updated plans make reference to the installation of a 3' high berm along a portion of the east edge of the Van Riper property, the proposed berm is significantly smaller (half the height) and includes smaller plantings than what was previously approved with the single-story Villas of Secret Garden in 2006. The spacing of the trees proposed, for instance, appears 15' to 20' on center which would be 1/2 to 2/3 less trees in quantity. The proposed height of these trees (6 ft.) is 25%

less than previously approved. Given the three-story units proposed with this project, which will be most visible to residents at the north end of McGillicuddy Lane, the overall size of the berm and the plantings should be at least equivalent in height, breadth and design to what was previously approved if they are going to provide adequate buffering (6' tall berm with 4' flat on top for planting of 8' trees on 7' centers). While the southern berm was not part of the Villas of Secret Garden, that project did not have three story buildings. The visibility of the project to residents along the south is also substantial and a higher berm is needed.

No berming is shown where trees are now planned along McGillicuddy near the southeastern corner of the greenspace. If this area is not raised up, the trees planned for this will have minimal impact. Everyone who drives along McGillicuddy will see the buildings and this will impact the perception of our community.

2. A naturalized shape and landscaped storm retention pond consistent with the other two in the community. This eliminates the need for fencing and the excavation costs would not be any different. It is important this area be landscaped and maintained so it provides a pleasant, natural view and it not an eyesore at the back of the property.
3. With regard to exterior lighting, down lighting should be installed. No exposed bulbs should be used anywhere on the exterior facing east or south, with minimal height on post lights.
4. Relocating the dumpster enclosure, ambulance parking and all loading zones / delivery areas to the west side of the complex, along US-131, to mitigate the nuisance resulting from the sound, sight and/or smell of trucks, traffic, vermin and refuse. This solution affords the greatest privacy for Homestead residents.
5. Restricting commercial deliveries and trash removal to weekdays during regular business hours (M – F, 8:00 a.m.– 5:00 p.m.) to reduce the nuisance posed to Homestead residents as a result of this traffic.
6. Maintaining, to the extent possible, the mature trees and landscaping on the Van Riper property to help with buffering and screening.

Adding these items to the site plan prior to approval would keep this project in harmony with the rest of the planned development.

As residents of Homestead, we also want to express our strong desire to be engaged in future conversations as they relate to the development of the historic Van Riper property. The developer outlines a deed restriction that so long as the property is a senior living facility, there will not be plans to use the home as a commercial restaurant. However, the narrative also indicates they may use the property as a dining

facility for seniors and their guests, potentially lease it for banquets / special events or for any other lawful use. The restriction in and of itself does little to protect homeowners' privacy, thus creating an even greater need for a high berm with dense, natural evergreen screening along the east property line.

We respectfully request the Planning Commission continue to work with the developer to add (and make it contingent upon adding) these aspects to the site plan prior to sending it to City Council for final approval. Your continued consideration and review of our concerns is appreciated.

Sincerely,

The Families of Homestead

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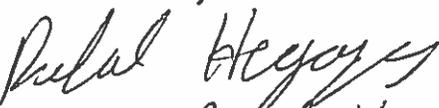
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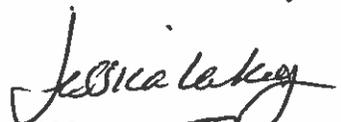
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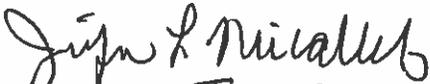
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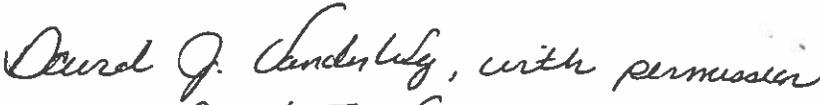
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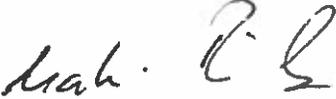
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Sincerely,

The Families of Homestead

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May 4, 2015

Victoria Georgeau  
Director of the Department of Community Development  
7900 S. Westnedge Ave  
Portage, MI 49002

RECEIVED  
MAY 06 2015  
COMMUNITY DEVELOPMENT

Re: Planned Amendment for Homestead Development, StoryPoint Senior Living

Dear Ms. Georgeau,

Thank you for the opportunity to continue to address our concerns regarding the proposed StoryPoint Senior Living development adjacent to our property in the Homestead subdivision.

As expressed in previous communications with our neighbors, we remain concerned about the development of a *multi-story* facility and its impact upon our privacy and property values. We continue to believe this multi-story facility will impact the values to homes and in turn the amount of revenue generated to the city from a reduction in our property taxes. We hope you will still consider reducing the number of stories to this site.

While we have seen the proposed plan amendment which addresses some of our original concerns, aside from the multi-story aspect, we hope the Planning Commission will continue to probe the following issues of concern:

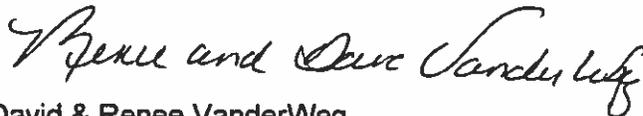
- The location of the ambulance parking/dumpster enclosures/commercial delivery area is a great concern. We question why these cannot be relocated to the western most edge of the property, nearest to US 131. This seems to be appropriate for safety, sanitation and comfort.
  - Regarding the dumpsters, this would avoid odors from the volume of waste generated from a facility of this size and prevent exposure to our families from possible sightings and/or disease of rodents and other vermin that are attracted to waste.
  - In reference to the ambulance parking, while there has been a commitment that the ambulance would not have sirens on when entering the facility grounds, we are unsure how this would be enforced with the public safety division. Relocating this to the furthest location from public view seems both appropriate for us and respectful to the residents in need of the service.
  - Relocation of the commercial delivery to the western edge, along with limiting the delivery times from 9am-5pm, would reduce disruption to families and traffic irritants.
- The architectural design of the facility is an important factor, along with the privacy issues.
  - We hope the buildings conform to the proposed drawings in both materials, design (hip roof etc) and color to mimic the residential nature of our neighborhood. A commercial sterile appearance would again be disruptive to the landscape and impact the value of our property even further.
  - The updated plan references a berm on the east edge of the VanRiper property; however, the scope and size of this and its plantings we hope will be increased. Information reveals that another approved single-story condominium project

(Villas of Secret Garden) included more substantial barriers. Our desire is to maintain the privacy and solitude that we currently enjoy.

- We were unaware from our first review about the developer's plans for the VanRiper historic home. While this may require review from the historic home commission/planning commission at a future date, we feel it is best to address this in a timely manner as well. We have concerns about what Triple M eludes to as possible current and future use on land that is adjacent to our subdivision.
  - The developer outlines that as long as the property is a senior living facility, there will not be plans to use the home as a commercial restaurant. By allowing senior living residents and their families to dine there, he is in fact doing so. Again, this seems to be an encroachment upon privacy, along with the other concerns sighted above.
  - He continues to reference that the property could be used for any other lawful use. With this location on the eastern most edge of the subdivision the noise and lack of privacy would be especially disruptive if the property was rented to others as a location for banquets, private parties etc. It seems difficult to enforce both privacy and respect for our property by renters of the facility.
  - As you are aware, past plans for commercial dining to this property resulted in rezoning of the land. To allow both residential dining and possible plans to rent the site seems in conflict with the goal of preserving this land and avoiding commercialization.

We were prior residents of Portage and relocated again to the city and this subdivision purposely for the privacy and solitude it represented. We respectfully ask you to continue to work with the developer on further updates prior to sending this plan to the City Council for a vote on the concerns we and our neighbors continue to have with this proposal.

Sincerely,



David & Renee VanderWeg  
6311 Cullys Trl  
Portage, MI 49024

RECEIVED

MAY 07 2015

COMMUNITY DEVELOPMENT

May 7, 2015

To: Vicki Georgeau, Director of the Department of Community Development  
City of Portage Planning Commission  
7900 S. Westnedge Ave.  
Portage, MI 49002

From: Dennis and Susan Groom  
6070 McGillicuddy Lane  
Portage, MI 49024

RE: Tentative Plan Amendment, 3821 West Milham Avenue – StoryPoint Senior Living Facility

My wife and I have several concerns with the proposed senior living development directly adjacent to our property. Our home is the third house in and will see the majority of the traffic from this development. Outlined below are our major concerns with this project.

**Entry:** While at ground level this seems to be an almost non-issue, from inside our home at the first floor elevation and second floor elevations this is a very big concern for us. Based on the proposed entry/exit point for the senior housing, we will get to watch every delivery vehicle, resident, potential buyer, maintenance vehicle drive in and out of that property. The developer and planning council both have stated that they do not want to move that drive, and if that is the case, how is this not going to significantly affect our property value? Who wants to sit in their backyard while endless vehicles parade by? It doesn't make sense. Even if you want to preserve the entrance as-is to align with the new subdivision across the street, you could at the very least require a drive that turns away from the property line and flows more to the west of the property. This would eliminate a lot of the vehicles we would see and should be easily accomplished with simple grading techniques.

**Refuse:** We also see no reason why the buildings trash facilities cant be relocated to the west side of the building. Just because a building has been drafted a certain way does not mean residents of a community should have to live with horrible design choices for the next 30 plus years. Even if the developer 'has' to keep that exit on the east side of the building for trash disposal, there's zero reason why workers couldn't take that trash to a different location on the west of the site where the residents of The Homestead neighborhood wouldn't have to have a very large refuse hauler pick trash up multiple times a week. I will be the first to donate money towards the purchase of a flat bed cart, dolly, or simple wheels for their refuse containers if that's what it takes to be reasonable about a very minor design change.

**Landscaping:** The proposed landscape plans for the development are very sad and minimal. The volume, spacing, density and overall design of the landscaping for the senior center are not nearly enough to blend in with the existing character of the site or its neighbors. They need to reasonable triple what they have shown on the plans. Keep in mind that to build the site entry road as shown, they will be removing a great number of the existing buffer foliage materials and making a very sterile environment. To have any hope of blending in at all a very significant amount of replacement vegetation is required. Further, the idea of a 3 foot berm providing any screening to anyone whatsoever is laughable. Said berms need to be much higher and therefore much wider to contain the necessary density of vegetation so as to be a viable screen for anyone.

At the last planning meeting the developers mentioned their site in Brighton several times and how proud they were of it and how well maintained it was. I respectfully disagree in at least where it comes to overall landscaping and fitting in with a community. If you look at the building on Google Street View, the landscaping after 15 years is so minimal as to be funny. The trees are spaced horribly far apart and are still quite small, it looks like no development has occurred to improve the landscaping since they built the site out. A landscape needs new additions to develop fully over time. The mentality of the one and done landscape plan just doesn't work. Careful consideration and evaluation needs to occur periodically to notice deficiencies in a landscape and take steps to remedy them.

**Connection:** We also do not understand the rational for not connection some sort of walkway/path from the senior center to McGillicuddy and ultimately the multi-use trail system in Portage. If 2/3rds of the residents in these buildings are still driving and are aging in place, one of the most important requirements is access to recreation. There is literally no better long term activity for ones wellness than walking. To require residents to get in their cars and drive to find someplace to walk seems ludicrous. I am amazed that one of the benefits to this community is that they will have access to a bar in the facility but cannot be trusted to have access to a walking path! In what world is this considered good? Would you want your parents to have access to alcohol over a nature trail? If the developer is concerned with privacy and trespassers, a simple sign will suffice. Nobody is coming to rob and pillage the senior center...

**Garages:** Finally, the developer again pointed to the Brighton building design and construction as being a super nice and quality facility, but if you look at Google street view, it mainly looks like a cheap apartment building. The developer also had an issue with changing the carports to single car garages, saying that it just wouldn't be possible. I'm here to point out that it is possible, as other developments throughout the area have the single car garage concept. The garages are typically eight bays long with single residential style garage doors. This is not an expensive concept and would add greatly to the screening between developments if designed with brick and high quality earth tone siding materials. It really makes sense in our climate, especially considering the age of the users of this facility.

**Historic Home:** The developers wish to open the home up for rental use poses a serious privacy concern for us. We are located directly across from the home and sit 8-10 feet below its elevation. If this home is available to rent this would create a situation in which we are literally in a fish bowl for the visitors of

this property to gawk at. I have no interest in living directly next to a banquet hall or wedding reception venue... I highly doubt that a potential buyer of my property would find that a convenient selling point as well. It is simply not compatible. The parking requirements have not been discussed for this use of the home either. Would even more parking be built? Would we get to watch as large receptions of people try to find parking along the east side of the development? How is this in keeping with the intents of a residential aging-in-place community? We just don't get it.

**Threat:** My family and myself respectfully request that the planning commission does not approve this building too readily, but requires that the developer take the time to fit in with our neighborhood and community. At the last meeting the first thing that I heard the developer say was that if they do not get approval in May, they would most likely walk away from the deal. Is this sort of threat something the members of this community should put up with? Designing a building and having a model is one thing, working with a community to become partners in the communities development is an entirely different and longer task. Please take the time to insure that everyones interests are investments are protected.

Thank you,

A handwritten signature in black ink, appearing to read "Dennis Groom", written in a cursive style.

Dennis and Susan Groom

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue

**SUPPORTING PERSONNEL:** Victoria Georgeau, Director of Community Development

**ACTION RECOMMENDED:** That City Council, subject to City Council approval of the Tentative Plan Amendment (Agenda Item D.2), approve the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue.

In conjunction with the Tentative Plan Amendment for The Homestead Planned Development (PD), a Final/Site Plan has been received to construct the Story Point Senior Living Facility at 3821 West Milham Avenue. The City Council public hearing to consider approval of the tentative plan amendment is set for June 23, 2015 and the applicant requested concurrent consideration of the tentative plan amendment and final/site plan at this meeting.

The proposed senior living facility will have an approximate footprint of 126,500 square feet (186,500 square feet total) and will be designed with four “wings” that allow residents to “age in place” with a total of 122 independent living units and 36 assisted living/memory care units (36 future units are also planned). The northern portion of the facility will be two and three stories with an average height between 36.5 and 40.5 feet, while the southern portion of the facility will be one-story with an average height between 18 and 20 feet. The building will be setback approximately 160 feet from the north property line, 80 feet from the west property line and 55 feet from the proposed east property line adjacent to the historic homestead parcel, which will be split from the Story Point parcel. The building will also be setback between 290 and 370 feet from east property line of the historic homestead parcel and approximately 430 feet from the southern property line (adjacent to the Consumers Energy Company parcel, which is 165 feet wide). The first floor elevation of the building will be approximately 893 feet, which is approximately 13 to 14 feet below the elevation of the adjacent historic homestead site to the east (906 and 907 feet). Existing single family homes located further to the east, along the west side of McGillicuddy Lane, are situated at an elevation of approximately 896 to 897 feet.

Consistent with the Planning Commission recommendation regarding the tentative plan amendment and in response to comments received from area residents, a series of undulating earth berms will be constructed along the east side of the historic homestead parcel (ranging between 4 and 8 feet in height) and along the south side of the development site (ranging between 6 and 10 feet in height). Supplemental evergreen trees (minimum 6 feet tall) and deciduous tree and shrub plantings will also be installed along the top and sides of these berms. Fill material will be installed along the southeast portion of the site, adjacent to the curve in McGillicuddy Lane, so this area will be level with the

adjacent roadway. Within this area, 11 evergreen trees (minimum 6 feet tall) will be installed to provide additional screening from McGillicuddy Lane. Finally, eight evergreen trees are proposed to screen the service drive on the east side of the building and additional supplemental evergreen, deciduous and ornamental trees will also be planted along the west side of the historic homestead site, including the area designated for grading and tree removal. The remaining mature trees located on the historic homestead parcel will not be removed with the construction of the senior living facility, which will provide additional natural screening.

Storm water from the project will be collected and conveyed to a treatment cell and infiltration basin located along the southwest portion of the property. Access to the development will be provided through a new full-service driveway from West Milham Avenue that will be properly aligned with the new public street to the north currently under construction (Copperleaf Boulevard) to eliminate left-hand turning movement conflicts. Outdoor lighting units (light poles and building mounted units) will contain shielded, sharp cut-off style fixtures to prevent glare and light pollution/trespass, with resulting light levels not exceeding 0.3 footcandles at the property lines where abutting single family residential land use exists.

In the attached Department of Community Development report to the Planning Commission dated June 4, 2015, staff recommended approval of the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue, subject to City Council approval of the Tentative Plan Amendment for The Homestead Planned Development. At the June 4, 2015 meeting, the Planning Commission reviewed and recommends to City Council approval of the Final/Site Plan subject to the same condition.

**FUNDING:** Not applicable.

**Attachments:** Planning Commission transmittal dated June 11, 2015  
Planning Commission minutes dated June 4, 2015 (draft)  
Department of Community Development staff report dated June 4, 2015 with attachments

**TO:** Honorable Mayor and City Council

**FROM:** Planning Commission

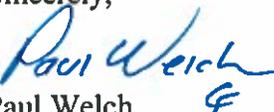
**DATE:** June 11, 2015

**SUBJECT:** Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue

During the June 4, 2015 meeting, the Planning Commission reviewed and discussed the Final/Site Plan for the above captioned development project. The applicant, Mr. Mark Murphy of Triple M Investments, was present to support the final/site plan and explain the development project. No citizens spoke regarding the proposed senior living facility.

The final/site plan for Story Point Senior Living Facility has been designed in substantial conformance with the tentative plan amendment for The Homestead Planned Development that was recommended for approval by the Planning Commission on May 7, 2015 meeting. After a brief conversation, a motion was made by Commissioner Bosch, seconded by Commissioner Patterson, to recommend to City Council that the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue, be approved subject to City Council approval of the Tentative Plan Amendment for The Homestead Planned Development. The motion was approved 9-0.

Sincerely,

  
Paul Welch  
Chairman

 DRAFT

## PLANNING COMMISSION

June 4, 2015

The City of Portage Planning Commission meeting of June 4, 2015 was called to order by Chairman Welch at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. Three citizens were in attendance.

### PLEDGE OF ALLEGIANCE:

Chairman Welch led the Commission in the Pledge of Allegiance.

### IN ATTENDANCE:

Christopher Forth, Deputy Director of Planning, Development & Neighborhood Services; Michael West, Senior City Planner; and Charlie Bear, Assistant City Attorney.

### ROLL CALL:

Mr. Forth called the roll and the following Commissioners were present: Patterson (yes), Bosch (yes), Stoffer (yes), Welch (yes), Felicijan (yes), Dargitz (yes), Somers (yes), Schimmel (yes) and Richmond (yes).

### APPROVAL OF MINUTES:

Chairman Welch referred the Commission to the May 7, 2015 meeting minutes contained in the agenda packet. A motion was made by Commissioner Patterson, seconded by Commissioner Somers, to approve the minutes as submitted. The motion was unanimously approved 9-0.

### SITE/FINAL PLANS:

1. Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue. Mr. Forth summarized the staff report dated June 4, 2015 regarding an application to construct the Story Point Senior Living Facility on 17.31 acres addressed as 3821 West Milham Avenue. Mr. Forth indicated the final/site plan is being proposed in conjunction with the application to amend the tentative plan for The Homestead Planned Development which the Planning Commission reviewed and recommended for approval on May 7, 2015. Mr. Forth summarized the various project details including the size and height of the proposed facility, setback and elevation differences between the facility and adjacent residential areas, berming and screening along the east and south sides of the property, storm water management, access and outdoor lighting. Mr. Forth stated the final/site plan has been designed consistent with the proposed tentative plan amendment and the conditions of approval recommended by the Planning Commission. Mr. Forth referred the Commission to a June 4, 2015 email communication from Ms. Lisa Gallagher (6090 McGillicuddy Lane) that was included with the final agenda materials.

Mr. Mark Murphy, Triple M Investments, was present to support the application and explain the senior living facility development project. Mr. Murphy stated he hired a local landscape architect to assist in developing the berming and screening proposal and that the height of the berms shown on the final/site plan far exceed the berms proposed with the tentative plan amendment. Mr. Murphy also indicated that he had been in communication with American Village Builders (AVB) and Ms. Lisa Gallagher (neighborhood representative) and had provided them copies of the final/site plan. Mr. Murphy indicated that he was aware of the neighborhood concerns and believes the final/site plan provides significant separation, elevation changes, berming and screening between the proposed senior living facility and the single family residence located to the east and south.

The Commission, staff and the applicant next discussed various aspects of the proposed development project including the location of the loading area along the east side of the facility and the possibility of "flipping" the building. No citizens were present to speak in regards to the proposed final/site plan. After additional discussion,

 **DRAFT**

a motion was made by Commissioner Bosch, seconded by Commissioner Patterson, to recommend to City Council that the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue, be approved subject to City Council approval of the Tentative Plan Amendment for The Homestead Planned Development. The motion was unanimously approved 9-0.

**PUBLIC HEARINGS:**

None.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

None.

**STATEMENT OF CITIZENS:**

None.

**ADJOURNMENT:**

There being no further business to come before the Commission, the meeting was adjourned at 7:25 p.m.

Respectfully submitted,

Christopher T. Forth, AICP  
Deputy Director of Planning, Development and Neighborhood Services

**TO:** Planning Commission

**DATE:** June 4, 2015

**FROM:** Vicki Georgeau, <sup>WJ</sup> Director of Community Development

**SUBJECT:** Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue

## **I. INTRODUCTION:**

In conjunction with the tentative plan application to amend The Homestead Planned Development (PD), a final/site plan has also been received to construct the Story Point Senior Living Facility on 17.31 acres of land addressed as 3821 West Milham Avenue. On May 7, 2015, the Planning Commission concluded the public hearing and review of the tentative plan amendment and voted unanimously to recommend to City Council approval subject to several conditions. The City Council public hearing to consider approval of the tentative plan amendment for The Homestead PD has been scheduled for June 23, 2015.

The applicant is requesting Planning Commission review and recommendation of the final/site plan during the June 4, 2015 meeting so City Council can concurrently consider the tentative plan amendment and final/site plan during the June 23, 2015 meeting.

## **II. PROJECT DETAILS:**

The final/site plan for the Story Point Senior Living Facility has been designed in substantial compliance with the proposed tentative plan amendment for The Homestead PD, as recommended by the Planning Commission.

Senior Living Facility: The proposed senior living facility will have an approximate footprint of 126,500 square feet (186,500 square feet total) and will be designed with four “wings” that allow residents to “age in place” with a total of 122 independent living units and 36 assisted living/memory care units (36 future units are also planned). The northern portion of the facility (northeast and northwest “wings” plus the center area) will be two and three stories with an average height of 36.5 feet and 40.5 feet, respectively. This portion of the facility will consist of 92 independent living apartments and amenities including dining venues, indoor and outdoor activity areas, shops, postal services, bank, salon/barber shop and library for use by the residents and their guests. The southwest “wing” (The Harbors, 30 additional apartment units with moderate assisted living services) will be one-story with an average height of 18 feet. Finally, the southeast “wing” will also be one-story with an average height of 20 feet providing 36 assisted living care units for residents with Alzheimer’s or other associated dementias.

Setbacks/Elevation Differences: The senior living facility building will be setback approximately 160-feet from the north property line (adjacent West Milham Avenue) and 80-feet from the west property line (adjacent US-131). The building will be setback approximately 55 feet from the proposed east property line adjacent to the historic homestead parcel, which will be split from the Story Point parcel. The building will also be setback between 290-370 feet from east property line of the historic homestead parcel (west property line of the single family residences located along McGillicuddy Lane) and approximately 430-feet from the southern property line (adjacent to the Consumers Energy Company parcel, which is 165 feet wide). Parking and drives associated with the development will be located approximately 230-feet

from the east property line of the historic homestead parcel, 35-feet from the southeast property line (adjacent the three, vacant single family parcels), 35-feet from the west property line (adjacent US-131) and in excess of 330-feet from the southern property line (adjacent the Consumers Energy Company parcel).

As detailed on the final/site plan sheets, the first floor elevation of the senior living facility building will be approximately 893 feet, which is approximately 13-14 feet below the elevation of the adjacent historic homestead site to the east (906-907 feet). Existing single family homes located further to the east, along the west side of McGillicuddy Lane, are situated at an elevation of approximately 896-897 feet. In addition to the elevation differences and setbacks referenced above, the applicant has designed the senior living facility so the two-three story portions of the building will be located along the northern portion of the development (adjacent West Milham Avenue), while the one-story portion of the building will be located along the southern portion of the development (adjacent the single family residential portion of the planned development).

Berming/Screening Proposal: The Planning Commission recommendation regarding the tentative plan amendment included a condition that earth berms (minimum 3-6 feet in height) be constructed along the east and south sides of the site. As detailed on the final/site plan sheets, the applicant is proposing to construct a series of undulating earth berms ranging between 4-8 feet in height along the east side of the historic homestead parcel and between 6-10 feet in height along the south side of the development site. Supplemental evergreen trees (minimum 6-foot tall) and deciduous tree and shrub plantings are also proposed along the top and sides of these berms. Additionally, the applicant is proposing to install fill material along the southeast portion of the site, adjacent to the curve in McGillicuddy Lane, so this area will be level with the adjacent roadway. A total of eleven evergreen trees (minimum 6-foot tall) are also proposed to be installed in this area to provide additional screening from McGillicuddy Lane. Finally, eight evergreen trees are proposed to screen the service drive on the east side of the building and additional supplemental evergreen, deciduous and ornamental trees will be planted along the west side of the historic homestead site, including the area designated for grading and tree removal. The remaining mature trees located on the historic homestead parcel will not be removed with the construction of the senior living facility, which will provide additional natural screening.

The senior living facility building and related parking areas and drives will occupy approximately six acres of the 17.31 acre parcel. The remainder of the property will be maintained in green space/open space including approximately five acres along the south side of the parcel, adjacent McGillicuddy Lane and the Consumers Energy Company parcel. Construction of storage, utility or similar type buildings within this five acre area is prohibited. Additionally and as indicated in the tentative plan amendment materials, the applicant does not currently have any specific development plans for the adjacent 3.70 acre historic homestead parcel. These two areas, combined with proposed building setback distances, elevation differences and berming/screening/landscaping proposals will provide significant separation and buffering between the senior living facility and the single family residential portions of the planned development located to the south and east. In the event the historic homestead site is redeveloped as an office and/or banquet/dining use, screening of the adjacent residences located along McGillicuddy Lane can be reevaluated and modified as may be determined appropriate with submission of the final/site plan.

**Storm Water Management:** Storm water from the development site will be collected and conveyed to a treatment cell and infiltration basin located along the southwest portion of the property. While the treatment cell will be a lined basin (holding water), the infiltration basin will be designed as a dry basin allowing storm water to infiltrate into the ground, after passing through the treatment cell. Both the treatment cell and infiltration basin will be designed with a 1:4 slope.

**Access/Pedestrian Linkage to West Milham:** Access to the senior living facility will be provided through a new full-service driveway from West Milham Avenue. No access to McGillicuddy Lane is proposed. This new West Milham Avenue driveway will be properly aligned with the new public street to the north currently under construction (Copperleaf Boulevard) to eliminate left-hand turning movement conflicts. Relocation of the proposed West Milham Avenue driveway further west is not feasible due to the increasing elevation difference between the West Milham and the subject property. The historic homestead parcel will retain the existing residential driveway from West Milham Avenue; however, should this 3.70 acre property change from a residential to nonresidential use at some point in the future, the existing West Milham Avenue driveway will be eliminated and access will be shared with the Story Point driveway. While no direct pedestrian path is proposed from the senior living facility to McGillicuddy Lane, an existing sidewalk is present along West Milham Avenue which provide residents of the facility access to McGillicuddy Lane and the Northwest Portage Bikeway, if desired.

**Outdoor Lighting:** Outdoor lighting proposed with the senior living facility consists of light poles (maximum 20-foot tall) and building mounted units. All outdoor lighting units will contain shielded (sharp cut-off style) fixtures to prevent glare and light pollution/trespass, with resulting light levels not exceeding 0.3 footcandles at the property lines where abutting single family residential land use.

### III. RECOMMENDATION:

The final/site plan has been reviewed by the City Administrative departments. Subject to any additional information that may be provided, staff advises that the Planning Commission recommend to City Council approval of the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue, subject to City Council approval of the Tentative Plan Amendment for The Homestead Planned Development.

Attachments: Final/Site Plan Sheets

I:\COMS\MD\2014-2015\Department Files\Board Files\Planning Commission\PC reports\Planned Development\2015.06.04 Story Point Senior Living Facility, 3821 West Milham - final plan.docx

## Christopher Forth

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**From:** Lisa Gallagher <lisalopgal@gmail.com>  
**Sent:** Thursday, June 04, 2015 9:49 AM  
**To:** Christopher Forth  
**Cc:** Victoria Georgeau  
**Subject:** Fwd: Re: Portage Submittal

Chris -

Please see below my response to Mark Murphy about the site plan and berm drawings for StoryPoint. Your review and consideration of this feedback is greatly appreciated.

Lisa Gallagher  
269.599.6210  
[Lisalopgal@gmail.com](mailto:Lisalopgal@gmail.com)

----- Forwarded message -----

**From:** "Lisa Gallagher" <[lisalopgal@gmail.com](mailto:lisalopgal@gmail.com)>  
**Date:** Jun 4, 2015 9:28 AM  
**Subject:** Re: Portage Submittal  
**To:** "Mark Murphy" <[mark@tripleminvestments.com](mailto:mark@tripleminvestments.com)>  
**Cc:**

Thanks Mark. My apologies for not getting back with you. I have been traveling for business and things have been just a bit crazy around here! I did share the plans from this email as well as the other two drawings you sent under separate cover with the neighborhood.

Brian and I were pleased to see a landscape architect has been involved. We are also pleased to see the natural shape and undulations of the berming. Given the proposed width of the berm at 40 feet, we hope none of the mature trees that exist will be removed and that the berm's natural shape can make way (as needed) for the existing trees. As I recall we shared the same perspective about preserving the mature trees. We also appreciate some of the other suggested shrubs that will add density.

Feedback from the neighbors indicates only a couple of items about the site plan overall:

1. The proposed Colorado spruce suffered from significant disease a couple years ago. It is not native to Michigan. Some of the neighbors mentioned AVB ended up replacing several trees that died on many of the spec home properties. This might be a good question for your landscape architect to ensure he is suggesting trees that will mature and flourish.
2. There are still inquiries about the color of the siding for the complex. Again, earth tone siding color that would blend well with the neighborhood would be much appreciated. (Brian and I would like to see this as well.)
3. Some concern lingers about the density and height of the trees along the southeast corner of the complex nearest to McGillicuddy and along the power lines.

Unfortunately Brian and I both have conflicts this evening and cannot attend the meeting. However we are sharing this feedback with Christopher Forth.

Thank you for continuing to stay in communication with us and for your efforts to date. It is greatly appreciated. We ask that you please continue to reach out to us as your project progresses.

Please don't hesitate to call if there are additional questions.

Brian and Lisa Gallagher  
269.599.6210

On May 27, 2015 8:04 PM, "Mark Murphy" <[mark@tripleminvestments.com](mailto:mark@tripleminvestments.com)> wrote:

Hi Lisa

Please find attached the updated plans. We ended up hiring a local landscape architect to assist with the berms. Unfortunately it took longer but as such we have gone ahead and provided more extensive landscaping and substantially more berms. It is my hope that everyone appreciates and supports all of our efforts with the hope of moving this along.

If I am able to get any more drawings I will forward them over to you but this is a complete set.

Talk to you soon.

Mark

## Christopher Forth

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**From:** Larry Harris <lharris@lharrisassociates.com>  
**Sent:** Thursday, June 04, 2015 1:06 PM  
**To:** Christopher Forth  
**Cc:** Michael West  
**Subject:** Re: Portage Submittal

Chris; She is referring to needle cast and the Blue Spruce around here have been harshly treated by this disease. I believe that the disease is aided by the fact that we have not had normal rainfall in the last couple of years, which can weaken the tree, adding stress. The Blue Spruce is not a native of Michigan, but has done quite well in the past here. The reason it is used here so much, aside from its ornamental value is that it is a moderate grower and stays relatively close to the ground as it matures. Unfortunately there is only a couple of others that will stay close to the ground. They are the Concolor Fir and White Spruce. The Concolor fir is somewhat temperamental after transplanting however. If those folks prefer other plants, they will need to contend with the branches raising off the ground.

When we did the conifer buffer for the city along Angling road (US 131) a year and one half ago, we decided to mix trees as a protection from disease. In that case we mixed Norway Spruce, Concolor Fir, and White Spruce together. I think that would be my suggestion here as well, plus some shrubs.

Hope this answers your questions. For sure those three trees do pretty well with any type of soil, with Concolor Fir being the most touchy.

Larry

**From:** Christopher Forth  
**Sent:** Thursday, June 04, 2015 9:57 AM  
**To:** lharris@lharrisassociates.com  
**Cc:** Michael West  
**Subject:** FW: Re: Portage Submittal

Larry:

See message below from Lisa Gallagher. Is she correct regarding the Colorado Blue Spruce? If so, what other evergreen tree would the great and powerful Larry Harris recommend?

Christopher Forth, AICP  
Deputy Director of Planning, Development and Neighborhood Services  
City of Portage Department of Community Development  
7900 South Westnedge Avenue  
Portage, Michigan 49002  
(269) 329-4474 – Phone  
(269) 329-4506 – Fax

**From:** Lisa Gallagher [mailto:lisalopgal@gmail.com]  
**Sent:** Thursday, June 04, 2015 9:49 AM  
**To:** Christopher Forth  
**Cc:** Victoria Georgeau  
**Subject:** Fwd: Re: Portage Submittal









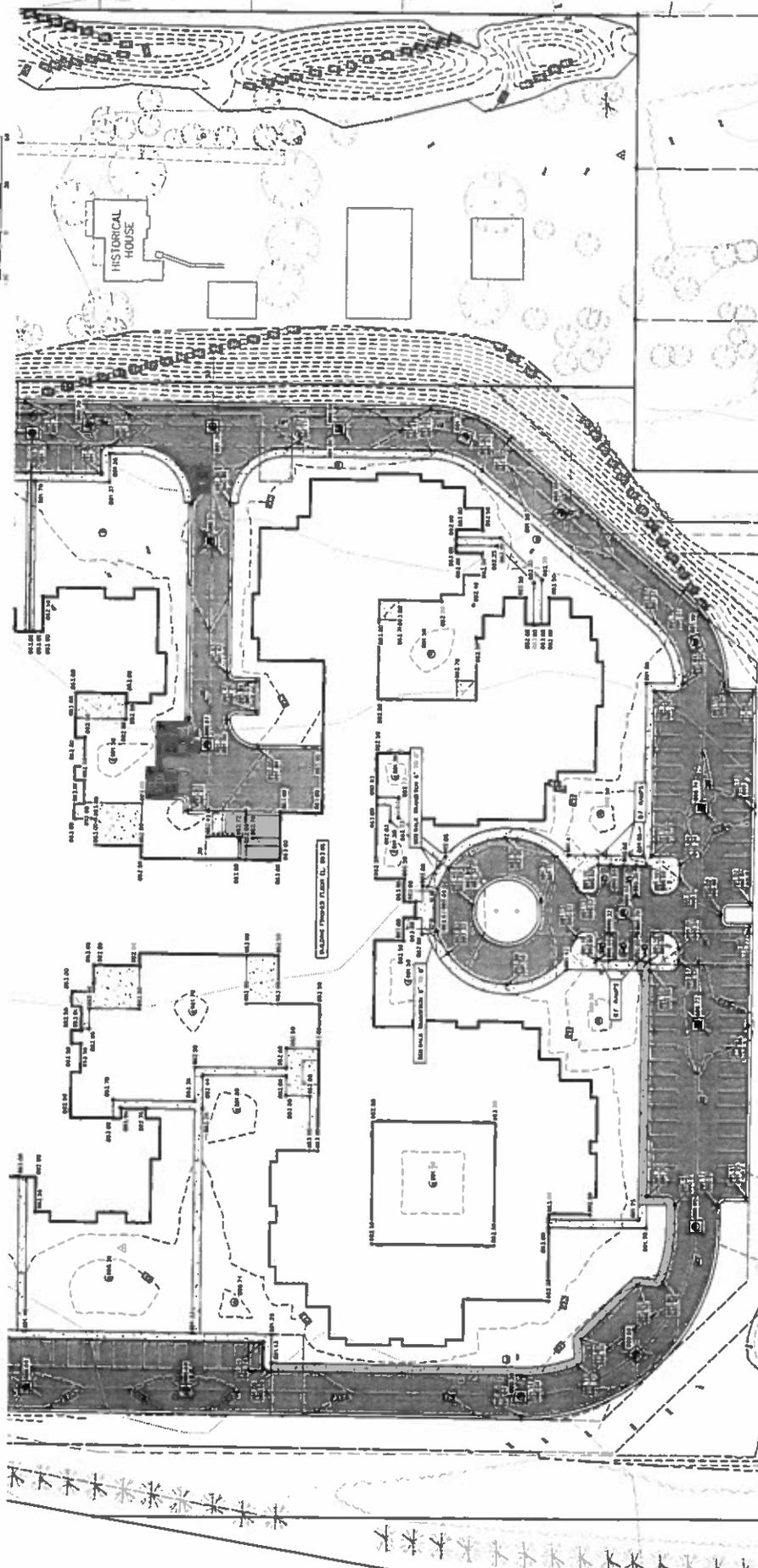








SHEET NO. 2140651  
 PROJECT NO. 2140651  
 CITY OF WASHINGTON, DISTRICT OF COLUMBIA  
 CONGRESSIONAL CENTER  
 CONSTRUCTION OF THE  
 CONGRESSIONAL CENTER  
 CONSTRUCTION OF THE  
 CONGRESSIONAL CENTER



PROJECT NO. 2140651  
 SHEET NO. 8 OF 16  
 CSDC DEVELOPMENT GROUP  
 STONEY POINT SENIOR LIVING FACILITY  
 GRADING PLAN - MIDDLE SECTION

**Prein&Newhof**  
 Engineers Surveyors & Environmental & Laboratory

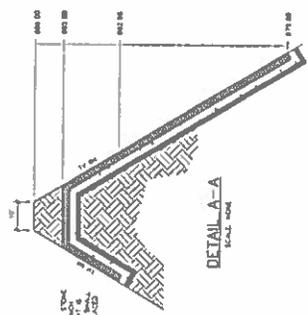
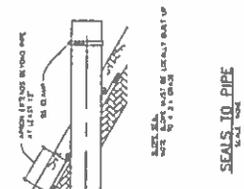
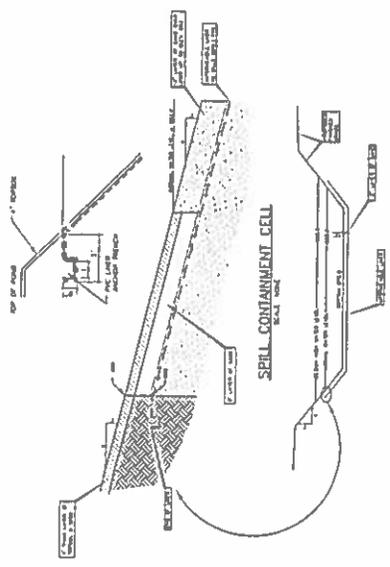
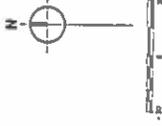
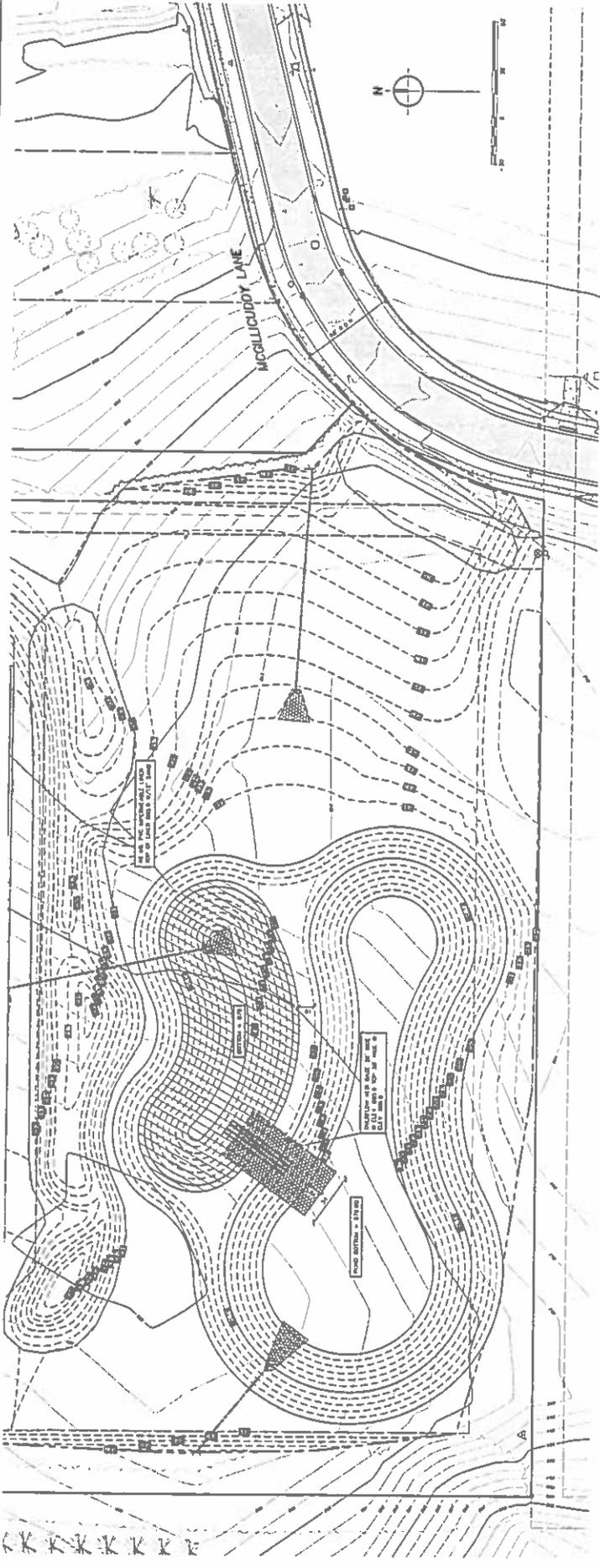
NO.	DATE	BY	CHKD.	DESCRIPTION
1	JUN 19 2013			ISSUED FOR PERMITS (SUBMIT)
2	JUN 19 2013			ISSUED FOR PERMITS (SUBMIT)
3	JUN 19 2013			ISSUED FOR PERMITS (SUBMIT)



THIS PLAN, SPECIFICATIONS, AND OTHER INFORMATION ARE BASED ON AVAILABLE RECORDS AND NOT SURVEYED BY FIELD SURVEY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION THROUGH THE USUAL SURVEYING METHODS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CONTRACT NO. 2140653  
 PROJECT NO. 2140653  
 SHEET NO. 9 OF 16

DESIGNED BY: PREIN & NEWHOF  
 27 E. WASHINGTON AVE., ST. LOUIS, MO.  
 63102  
 ENGINEER: JOHN W. NEWHOF  
 112 S. LEXINGTON  
 ST. LOUIS, MO. 63102



CONTRACT NO. 2140653  
 PROJECT NO. 2140653  
 SHEET NO. 9 OF 16

PREIN & NEWHOF  
 Engineers - Architects - Planners - Environmental Scientists

CONTRACT NO. 2140653  
 PROJECT NO. 2140653  
 SHEET NO. 9 OF 16

DESIGNED BY: PREIN & NEWHOF  
 27 E. WASHINGTON AVE., ST. LOUIS, MO.  
 63102  
 ENGINEER: JOHN W. NEWHOF  
 112 S. LEXINGTON  
 ST. LOUIS, MO. 63102

DATE: JUNE 73

SCALE: AS SHOWN

OVERFLOW WEIR SPILLWAY  
 SCALE: 1/4" = 1'-0"

SPILL CONTAINMENT CELL  
 SCALE: 1/4" = 1'-0"

SEALS TO PIPE  
 SCALE: 1/4" = 1'-0"

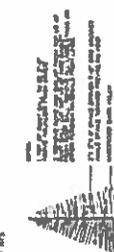
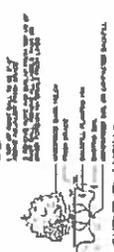
DETAIL A-A  
 SCALE: 1/4" = 1'-0"

**GENERAL NOTES**

1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) MANUAL OF BEST PRACTICES FOR PLANTING AND MAINTENANCE OF LANDSCAPE PLANTS.
2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) MANUAL OF BEST PRACTICES FOR PLANTING AND MAINTENANCE OF LANDSCAPE PLANTS.
3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) MANUAL OF BEST PRACTICES FOR PLANTING AND MAINTENANCE OF LANDSCAPE PLANTS.
4. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) MANUAL OF BEST PRACTICES FOR PLANTING AND MAINTENANCE OF LANDSCAPE PLANTS.
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**CONSTRUCTION NOTES**

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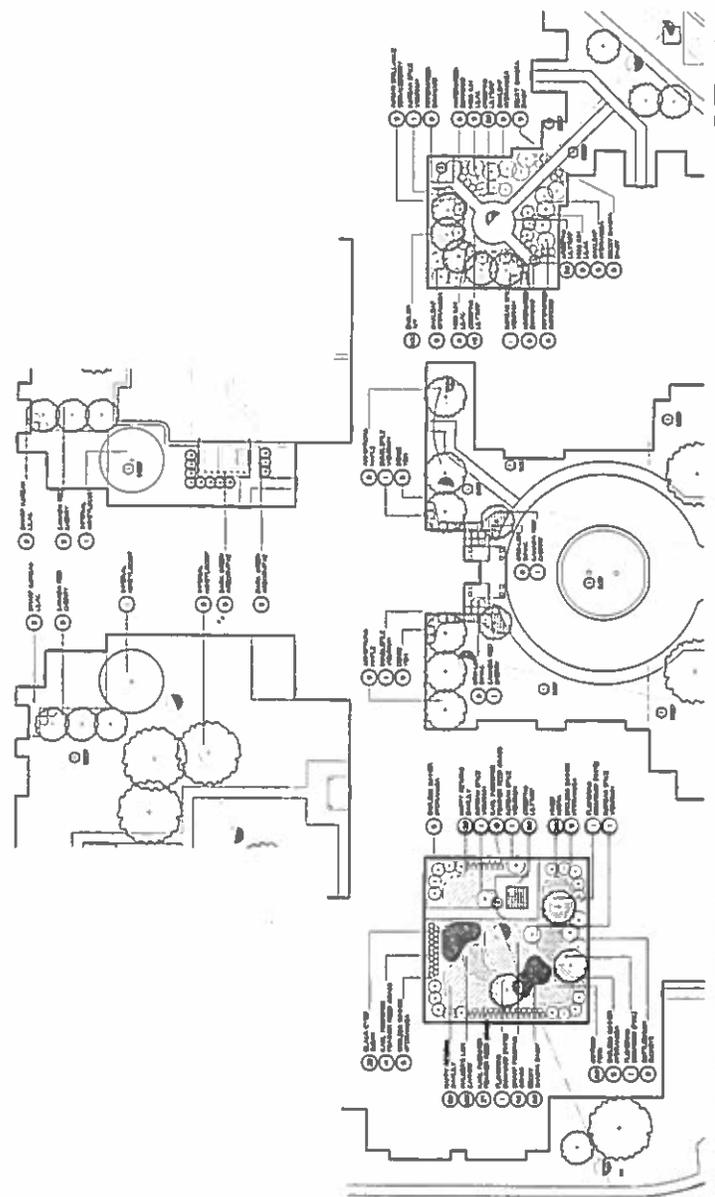
**EDGE**  
 ARCHITECTURE  
 200 West 10th Street  
 Suite 200  
 Portland, OR 97201  
 Phone: 503.228.8888  
 www.edgearchitect.com

**PLANT MATERIALS LIST - CONT.**

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**4 COURTYARDS - PLANTING PLAN**  
 SCALE: 1" = 20'



**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Adoption of Resolutions regarding the refunding of 2008A Capital Improvement Bonds

**SUPPORTING PERSONNEL:** William Furry, Director of Finance

**ACTION RECOMMENDED:** That City Council adopt:

- a. the Resolution Authorizing Refunding of the City of Portage Capital Improvement Bonds, Series 2008A and
- b. the Resolution Approving the Undertaking to Provide Continuing Disclosure by the City of Portage for the Capital Improvement Refunding Bonds, Series 2015B.

In June of 2008, the city sold Capital Improvement Bonds to finance multiple projects totaling \$6,000,000 and to refinance older bonds totaling \$5,850,000. The balances of these bond series after July 1, 2015 can be refinanced with estimated present value savings of \$411,628 for the period of 2016 to 2028.

The attached bond resolutions were prepared by the city's Bond Counsel, John Axe. The resolutions will initiate the legal process required to refinance existing Capital Improvement Bonds Series 2008A. Bids will be taken on or about July 9, 2015. Bid results will be reported to the City Council soon thereafter.

**FUNDING:** N/A

**Attachments:** Bond Resolution  
Continuing Disclosure Resolution  
Preliminary Refunding Analysis

CITY OF PORTAGE

At a \_\_\_\_\_ meeting of the City Council of the City of Portage, Kalamazoo County, Michigan, held in Portage, Michigan on \_\_\_\_\_, 2015 at \_\_:\_\_.m., Eastern Daylight Savings Time there were:

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

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

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**REFUNDING BOND RESOLUTION  
REFUNDING BONDS NOT TO EXCEED \$7,300,000**

**City of Portage Capital Improvement Refunding Bonds, Series 2015B**

WHEREAS, on June 17, 2008, the City, pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), issued the City of Portage Capital Improvement Bonds, Series 2008A (New Improvements and Refunding Project), dated June 1, 2008 in the original principal amount of \$11,850,000 of which \$7,425,000 in principal amount of bonds maturing in the years 2015 through 2028 remains outstanding (the "Prior Bonds"); and

WHEREAS, the Prior Bonds may be called for redemption on September 1, 2015; and

WHEREAS, the Prior Bonds were issued at a time when interest rates were higher than is currently the case; and

WHEREAS, the City has determined that it is necessary and appropriate at this time to issue a series of refunding bonds pursuant to Act 34 to refund part of the Prior Bonds on September 1, 2015 (the "Refunded Bonds") to obtain a lower rate of interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTAGE as follows:

- 1. Issuance of Refunding Bonds.** Refunding bonds of the City aggregating in the principal estimated sum of not to exceed Seven Million Three Hundred Thousand Dollars (\$7,300,000) (the "Refunding Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding the Refunded Bonds, subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS", Section 7. The maximum amount of Bonds to be issued shall not exceed \$7,300,000.

2. Refunding Bond Details. The Refunding Bonds shall be known as "City of Portage Capital Improvement Refunding Bonds, Series 2015B" and shall be dated July 1, 2015 or such later date not more than twelve calendar months thereafter as the Finance Director of the City shall provide in the Request for Proposal. The Refunding Bonds shall be fully registered Refunding Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the Finance Director of the City, regardless of rate and maturity date. If \$6,855,000 in Refunding Bonds are issued and subject to the provisions of Section 6, the Refunding Bonds may mature on September 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2016	\$775,000	2021	\$435,000	2025	\$415,000
2017	785,000	2022	430,000	2026	410,000
2018	755,000	2023	425,000	2027	405,000
2019	755,000	2024	420,000	2028	400,000
2020	445,000				

The Refunding Bonds shall be in substantially the form attached hereto as *EXHIBIT A* with such changes, additions or deletions as are not inconsistent with this resolution.

3. Discount. The Refunding Bonds may be offered for sale at a price of not less than 99% of the face amount thereof, and the Finance Director of the City is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Request for Proposal of the Refunding Bonds.

4. Payment of Interest and Date of Record. The Refunding Bonds shall bear interest payable March 1, 2016, and semi-annually thereafter on each September 1 and March 1 until maturity, with the average interest rate on the Refunding Bonds being not in excess of 6%. Interest shall be mailed by first class mail to the registered owner of each Refunding Bond as of the applicable date of record.

The date of record shall be February 15 with respect to payments to be made on March 1 and August 15 with respect to payments to be made on September 1.

5. Prior Redemption. The Refunding Bonds maturing prior to September 1, 2024 shall not be subject to redemption prior to maturity. Refunding Bonds on or after September 1, 2024 shall be subject to redemption prior to maturity at the option of the City, in any order, in whole or in part on any date on or after September 1, 2023. Refunding Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a refunding bond outstanding in a denomination larger than the

minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Refunding Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Refunding Bond a new refunding bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each refunding bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the refunding bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Refunding Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

6. Adjustment of Refunding Bond Maturities. The Finance Director or City Manager of the City is authorized by order in the form attached as *EXHIBIT B* to adjust the amounts of the maturities of the Refunding Bonds, as set forth in Section 6.

7. Increase or Decrease in Aggregate Amount of Refunding Bonds. In the event the amount necessary to refund the Refunded Bonds shall be more or less than currently estimated or it shall be necessary to adjust any maturity or maturities, the Finance Director or City Manager of the City shall increase or decrease the estimated principal amount of the Refunding Bonds by any amount to the extent required to avoid the issuance of more or less Refunding Bonds than will be required in light of the amount of Refunding Bonds to be issued and proposals received, which increase or decrease may be applied to any one or more of the maturities and the Request for Proposal attached as *Exhibit B* shall so provide or be changed accordingly. In the event the City determines to contribute additional amounts toward the refunding of the bonds, the Refunding Bonds shall further be reduced by the amount of such contribution.

8. Bond Registrar and Paying Agent/Book Entry Depository Trust. The Finance Director of the City shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds (sometimes referred to as the "Bond Registrar") which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Finance Director of the City from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Finance Director of the City who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to

owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Finance Director and City Clerk of the City after consultation with the depository trustee. The depository trustee may be the same as the Bond Registrar otherwise named by the Finance Director, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Finance Director may determine.

9. Mutilated, Lost, Stolen or Destroyed Refunding Bonds. In the event any Refunding Bond is mutilated, lost, stolen, or destroyed, the Mayor and City Clerk of the City may, on behalf of the City, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Refunding Bond having a number not then outstanding, of like date, maturity and denomination as mutilated, lost, stolen, or destroyed.

In the case of a mutilated Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until such mutilated Refunding Bond is surrendered to the Bond Registrar. In the case of a lost, stolen, or destroyed Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until the City and the Bond Registrar have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Refunding Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Refunding Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Refunding Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Refunding Bond (or his or her attorney) to fully indemnify the City and the Bond Registrar against loss due to the lost, stolen or destroyed Refunding Bond and the issuance of any replacement Refunding Bond in connection therewith; and (iv) the agreement of the owner of the Refunding Bond (or his or her attorney) to pay all expenses of the City and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the City.

10. Execution and Delivery. The Mayor and Clerk of the City are hereby authorized and directed to execute the Refunding Bonds for and on behalf of the City by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Refunding Bonds shall be authenticated by the Bond Registrar before delivery. The Refunding Bonds shall be sealed with the City's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Refunding Bonds shall be delivered to the Finance Director of the City, or his agent, who is hereby authorized and directed to deliver the Refunding Bonds to the purchaser upon receipt in full of the purchase price for the Refunding Bonds.

11. Security. The full faith and credit of the City are hereby irrevocably pledged to the prompt payment of the principal of and interest on the Refunding Bonds when due. The City agrees to pledge for the repayment of the Refunding Bonds sufficient amounts of City taxes levied each year provided that the amount of taxes necessary to pay the principal and interest on the Refunding Bonds, together with the other taxes levied for the same year, shall not exceed the limit authorized by law and which taxes will be subject to applicable statutory and constitutional limitations on the taxing power of the City.

12. Bond Payment Fund. The City shall establish and maintain a bond payment fund (the "Bond Payment Fund") to be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Refunding Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Refunding Bonds; (ii) the annual fees and expenses of the escrow agent under an escrow agreement; and (iii) the fees and expenses of the paying agent or paying agents for the Refunding Bonds.

13. Use of Proceeds. The proceeds of the sale of the Refunding Bonds shall be used as follows:

- a. Accrued interest shall be transferred to the Bond Payment Fund created pursuant to Section 12 above;
- b. There shall next be transferred to an escrow fund (the "Escrow Fund") an amount which will be sufficient to pay when due the principal of, premium, if any, and interest on the Refunded Bonds when due upon redemption; and
- c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

14. Escrow Agreement; Redemption of Refunded Bonds. In order that the Refunded Bonds may be properly defeased in accordance with Act 34, the City shall enter into an escrow agreement (the "Escrow Agreement"), with a bank or trust company designated by the Finance Director of the City. The Escrow Agreement shall be in substantially the form attached as *EXHIBIT C* to this Resolution (with such changes, modifications and additions as may be approved by the Finance Director of the City). The Escrow Agreement shall be completed with appropriate figures prior to execution on behalf of the City by the Finance Director.

Upon execution of the Escrow Agreement and delivery of the Refunding Bonds, the City and/or the escrow agent shall take all necessary steps to cause the Refunded Bonds to be redeemed at the earliest possible redemption date or dates.

15. Investments. Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Finance Director of the City which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Refunding Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

16. Depositories. All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Refunding Bonds are payable. The Finance Director of the City shall select the depository or depositories to be used from those banks authorized in this Section.

17. Arbitrage and Tax Covenants. Notwithstanding any other provision of this Resolution, the City covenants that it will not at any time or times:

(a) Permit any proceeds of the Refunding Bonds or any other funds of the City or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Refunding Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Refunding Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Refunding Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Refunding

Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Refunding Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Refunding Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Refunding Bonds and the interest thereon from the State of Michigan income taxation.

18. Qualified Tax-Exempt Obligations. The Refunding Bonds are not designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless at the time the Refunding Bonds are issued, it is determined that the Refunding Bonds are eligible to be so designated, in which case the Request for Proposal shall thereby reflect such change in designation.

19. Defeasance or Redemption of Refunding Bonds. If at any time,

- (a) the whole amount of the principal of, premium, if any, and interest on all outstanding Refunding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Refunding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Refunding Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Refunding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Refunding Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the City shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Refunding Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the City and considered excess proceeds of the Refunding

Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Refunding Bonds, a description of the moneys or Government Obligations so held by it and that the City has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Refunding Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the City, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, the United States of America.

20. Filing with Municipal Finance Division: If necessary the City Manager, or if there is no City Manager, the Mayor is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Refunding Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

21. Negotiated Sale - Request for Proposal: The City hereby determines that in order to save the cost of publication of an official Request for Proposal that it will sell the Refunding Bonds at a negotiated sale after solicitation of proposals from prospective purchasers by its Financial Consultant. The City's Financial Consultant is authorized to solicit proposals from at least twenty-five prospective purchasers and to circulate a Request for Proposal at least seven days prior to the date fixed for receipt of proposals for the

purchase of the Refunding Bonds. The Request for Proposal shall be in substantially the form attached to this resolution as Exhibit D with such changes therein as are not inconsistent with this resolution and as are approved by the City Finance Director after conferring with Bond Counsel. Once all proposals are received, the City Finance Director shall determine the lowest true interest cost proposed and thereafter award the Refunding Bonds to the proposer meeting that criteria so long as such award will generate present value savings to the City. The Financial Consultant is hereby designated to act for and on behalf of the City to receive proposals for the purchase of the Refunding Bonds and to take all other steps necessary in connection with the sale and delivery thereof.

22. Retention of Bond Counsel. The firm of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance, sale and delivery of the Refunding Bonds.

23. Retention of Financial Consultants. Municipal Financial Consultants Incorporated, Grosse Pointe Farms, Michigan, is hereby retained to act as financial consultant and advisor to the City in connection with the sale and delivery of the Refunding Bonds.

24. Conflicting Resolutions. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

25. Effective Date. This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the City as soon as practicable after adoption.

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Discussion followed. The results of a roll-call vote on the foregoing resolution were as follows:

YES: \_\_\_\_\_  
\_\_\_\_\_  
NO: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CITY CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the City of Portage, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2015, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the City Council in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
James R. Hudson, City Clerk

[SEAL]

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Escrow Agent will use such proceeds to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including \_\_\_\_\_, \_\_\_\_\_, the interest on the City's outstanding \_\_\_\_\_, dated \_\_\_\_\_, maturing in the years \_\_\_\_\_ through \_\_\_\_\_ (the "Refunded Bonds") and (ii) on \_\_\_\_\_, to redeem the Refunded Bonds maturing in the years \_\_\_\_\_ through \_\_\_\_\_.

This Refunding Bond and the Refunding Bonds of this series are issued in anticipation of the collection of taxes to be levied by the City. In addition, if the foregoing collection of taxes is insufficient for any reason to make prompt payment of the principal of and interest on this Refunding Bond when due, the City shall make such payments from its general funds. The limited tax full faith and credit of the City is pledged for the payment of the principal of and interest on this Refunding Bond and the series of which this Bond is one. The City, however, does not have the power to levy any tax unlimited as to rate or amount for the payment of principal of and interest on this Refunding Bond or the Refunding Bonds of this series in excess of its constitutional, statutory or charter limitations.

The date of record for the payment of principal of, premium (if any) or interest on this Refunding Bond shall be the fifteenth (15) day of the month preceding the date such payment is due.

This Refunding Bond and the other refunding bonds of this series have \_\_\_\_\_ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Refunding Bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_\_ shall not be subject to redemption prior to maturity. Refunding Bonds on or after \_\_\_\_\_ 1, \_\_\_\_\_ shall be subject to redemption prior to maturity at the option of the City, in any order, in whole or in part on any date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Refunding Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a refunding bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Refunding Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Refunding Bond a new refunding bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each refunding bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the refunding bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Refunding Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

This Refunding Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar, as authenticating agent.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FRONT SIDE HEREOF.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this Refunding Bond and the other bonds of this series, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Portage, Kalamazoo County, Michigan, by its City Council has caused this Refunding Bond to be executed in its name with the facsimile signatures of its Finance Director and its Mayor, has caused a facsimile of its seal to be affixed hereto, and has caused this Refunding Bond to be authenticated by the Bond Registrar, as the City's authenticating agent, all as of the Date of Issuance set forth above.

CITY OF PORTAGE

By:  
Mayor

[SEAL]

By:  
Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This is Refunding Bond is one of a series of bonds designated "City of Portage Capital Improvement Refunding Bonds, Series 2015B".

By: \_\_\_\_\_, Michigan  
as Bond Registrar and Authenticating Agent  
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ this Refunding Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer this Refunding Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature:

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Refunding Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Refunding Bond unless the information concerning the transferee requested below is provided:

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

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ORDER ADJUSTING MATURITIES

\$ \_\_\_\_\_

CITY OF PORTAGE  
CAPITAL IMPROVEMENT REFUNDING BOND, SERIES 2015B

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The undersigned, \_\_\_\_\_ of the City of Portage, as authorized in the Award Order for the above referenced refunding bonds signed by the Finance Director of the City of Portage on \_\_\_\_\_ 1, \_\_\_\_\_, hereby establishes the final maturities for said refunding bonds with interest rates thereon, as follows:

<u>Due</u>	<u>Amount</u>	<u>Rate</u>
_____ 1		

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Portage' \_\_\_\_\_

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ESCROW AGREEMENT

CITY OF PORTAGE  
County of Kalamazoo, State of Michigan

This escrow agreement (the "Agreement"), dated as of \_\_\_\_\_, \_\_\_\_\_, is between the CITY OF PORTAGE, State of Michigan (the "City") and \_\_\_\_\_, as escrow agent (the "Escrow Agent").

WHEREAS, the City has previously issued the following bonds of which the principal amounts listed below remain outstanding:

<u>Prior Bonds</u> City of Portage  _____ Bonds, Series _____ dated _____ (the "Prior Bonds")	Outstanding <u>Principal</u> \$ _____ maturing in the years _____ thru _____
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(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in APPENDIX I to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on \_\_\_\_\_ 1, \_\_\_\_\_ and on that date of redeeming the Prior Bonds maturing in the years \_\_\_\_\_ through \_\_\_\_\_ in the total aggregate principal amount of \$ \_\_\_\_\_ (the "Refunded Bonds"), the City has, pursuant to a refunding bond resolution adopted on \_\_\_\_\_ (the "Resolution") authorized the issuance of a series of refunding bonds dated \_\_\_\_\_ 1, \_\_\_\_\_, as designated and described in the Resolution and hereafter (the "Refunding Bonds"); and

WHEREAS, pursuant to the Refunding Bond Resolution, the Escrow Agent has been appointed by the City for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Finance Director of the City has been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the City and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

**Section 1. Appointment of Escrow Agent.** The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be custodian of the escrow fund (the "Escrow Fund"), to perform its

duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Refunding Bonds or for the validity of the execution by the City of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Authority, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Refunding Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the City signed by (i) the City Clerk or Finance Director of the City, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed

necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the City Clerk or Finance Director of the City to the effect that a resolution in the form attached to such certificate has been adopted by the City as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the City pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the City from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by

the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, at its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such

writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

**Section 2. Escrow Fund.** On \_\_\_\_\_, \_\_\_\_\_ the City will irrevocably deposit moneys with the Escrow Agent for the account of the City from the proceeds of the Refunding Bonds (\$ \_\_\_\_\_) to establish the Escrow Fund for the Refunded Bonds in an amount which together with the income from the escrow assets, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) principal and the interest on the Refunded Bonds that become due on \_\_\_\_\_ 1, \_\_\_\_\_ and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

**Section 3. Redemption of Refunded Bonds.** The City will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

<u>Prior Bonds</u> <u>City of Portage</u>  <hr/> <u>          Bonds, Series</u> <u>dated</u> _____	Principal to be Refunded \$ _____ maturing in the years _____ thru _____
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The City by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the City not more than sixty (60) nor less than forty-five (45) days before \_\_\_\_\_ 1, \_\_\_\_\_, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as APPENDIX II. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in APPENDIX II, to the registered owner or owners at the addresses listed on the registration books of the City maintained by the paying agent for the Refunded Bonds.

**Section 4. Investments.** As directed by the City, moneys deposited in the Escrow Fund shall be immediately invested in direct obligations of the United States of America and/or obligations the principal of, premium (if any) and interest on which are fully guaranteed by the United States of America described on APPENDIX III ("Investment Securities"), except for \_\_\_\_\_ (\$ \_\_\_\_\_) which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds. The Escrow Agent agrees to cause to be purchased United States Government Obligations known as "SLGS" (State and Local Government Series) from the United States Department of Treasury on the date shown in APPENDIX III.

The investment income from the Investment Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

**Section 5. Use of Moneys.** Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the City agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

**Section 6. Deficiency in Escrow Fund.** At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the City of such deficiency, as provided for under Section 12 below.

**Section 7. Reports to City.** The Escrow Agent shall deliver to the Finance Director of the City a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of February of each year shall deliver to the City a list of assets of the Escrow Fund as of December 31 of said year ended and a transaction statement for the Escrow Fund for the year then ended.

**Section 8. Fees of Escrow Agent.** The Escrow Agent agrees with the City that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be the total sum of \_\_\_\_\_ Dollars (\$\_\_\_) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

**Section 9. Payments from Escrow Fund.** The Escrow Agent shall without further authorization or direction from the City, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in APPENDIX IV and APPENDIX V. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The City represents and warrants that the Escrow Fund will be sufficient to make the

foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in APPENDIX I.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the City, and this Agreement shall cease.

**Section 10. Interest of Bondholders Not Affected.** The Escrow Agent and the City recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

**Section 11. Escrow Agent Not Obligated.** None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

**Section 12. Payment of Other Amounts.** The City agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

**Section 13. Segregation of Funds.** The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the Investment Securities, and all moneys received from the City under this Agreement, in a separate escrow account.

**Section 14. Resignation of Escrow Agent.** The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the City. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the City. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the City.

If the City shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the City.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

**Section 15. Benefit.** This Agreement shall be for the sole and exclusive benefit of the City, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

**Section 16. Severability.** If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 17. Notices.** Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

If to the City:

If to the Escrow Agent:

The City and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

**Section 18. Costs of Issuance.** Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the Finance Director of the City, under the "Closing Memorandum", and shall be paid on \_\_\_\_\_, \_\_\_\_.

**Section 19. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

**CITY OF PORTAGE**

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

Its: Finance Director of the City

\_\_\_\_\_  
**as Escrow Agent**

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

Its: \_\_\_\_\_

APPENDIX I

\$ \_\_\_\_\_

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REMAINING ORIGINAL DEBT SERVICE SCHEDULE

Bond Registrar and Paying Agent:

Las.r1-por218

APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

NOTICE OF REDEMPTION

\$ \_\_\_\_\_

Dated as of \_\_\_\_\_

DUE \_\_\_\_\_ 1, \_\_\_\_\_ THROUGH \_\_\_\_\_ 1, \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the City of Portage, County of Kalamazoo, Michigan has called for redemption, on \_\_\_\_\_ 1, \_\_\_\_\_ (the "Redemption Date"), all of the callable outstanding \_\_\_\_\_ pursuant to the redemption provisions contained in the Bonds, bearing the original issue date of \_\_\_\_\_ 1, \_\_\_\_\_ maturing in the principal amounts, on the dates, bearing interest at the rates, with the "CUSIP" numbers, as follows:

<u>Principal</u>	<u>Rate</u>	<u>CUSIPS*</u>	<u>Due</u>
------------------	-------------	----------------	------------

Said Bonds will be redeemed at \_\_\_\_\_% of the par value thereof.

Said Bonds should be surrendered for redemption to \_\_\_\_\_, as paying agent, for payment as of the Redemption Date, after which date all interest on said Bonds shall cease to accrue, whether said Bonds are presented for payment or not.

Bonds may be surrendered for payment as indicated below. The method of delivery is at the option of the holder, but if by mail, registered mail is suggested.

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 2002, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

\* No representation is made as to the correctness of the CUSIP numbers either as printed on the Bonds or as contained herein.

CITY OF PORTAGE, COUNTY OF KALAMAZOO, MICHIGAN

APPENDIX III

\$ \_\_\_\_\_

\_\_\_\_\_  
Dated as of \_\_\_\_\_

Investment Securities to be Acquired Pursuant  
to the Escrow Agreement

<u>Purchase Date</u>	<u>Investment Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Investment Type</u>
	_____			Uninvested Cash
	\$ _____			Total Escrow Requirement

Las.r1-por218

APPENDIX IV

\$ \_\_\_\_\_

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Dated as of \_\_\_\_\_

Redemption Schedule

Redemption Premium: \_\_\_\_\_%

Date	Principal	Interest	Redeemed Principal	Redemption Premium	Total Debt Service	Annual Total
<hr/>						
<hr/>						

Las.r1-por218



[FORM OF REQUEST FOR PROPOSAL]  
OFFICIAL REQUEST FOR PROPOSAL

\$

KALAMAZOO COUNTY  
State of Michigan  
CITY OF PORTAGE

CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015B

SEALED OR ELECTRONIC PROPOSALS: Sealed written proposals for the purchase of the bonds described herein (the "Refunding Bonds") will be received by the undersigned on behalf of the City of Portage (the "City"), at the office of the City Finance Director, 7900 South Westnedge Ave., Portage, Michigan, 49002 on \_\_\_\_\_, \_\_\_\_\_, until \_\_\_\_:\_\_\_\_.m., Eastern \_\_\_\_\_ Time, at which time and place the proposals will be publicly opened and read.

In the alternative, sealed written proposals will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where they will be publicly opened simultaneously. Proposals received at Portage, Michigan will be read first followed by proposals received at the alternate location. Proposers may choose either location to present proposals and good faith checks, but not both locations.

Any proposer may submit a proposal in person to either proposing location. However, no proposer is authorized to submit a FAX proposal to Portage, Michigan.

Also in the alternative, electronic proposals will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2<sup>nd</sup> floor, New York, New York, 10018, (212) 849-5021.

If any provision of this Request for Proposal shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Request for Proposal shall control.

The Refunding Bonds will be awarded or all proposals will be rejected by the City Finance Director at a proceeding to be held within twenty-four hours of the sale.

BOND DETAILS: The Refunding Bonds will be dated \_\_\_\_\_ 1, \_\_\_\_\_ and will be known as "City of Portage Capital Improvement Refunding Bonds, Series 2015B". The Refunding Bonds will be fully registered Refunding Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and

will bear interest from their date payable \_\_\_\_\_ 1, \_\_\_\_ and semi-annually thereafter until maturity. The Refunding Bonds will mature on the 1st day of \_\_\_\_\_ in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
-------------	---------------	-------------	---------------

**PRIOR REDEMPTION:** The Refunding Bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_ shall not be subject to redemption prior to maturity. Refunding Bonds on or after \_\_\_\_\_ 1, \_\_\_\_ shall be subject to redemption prior to maturity at the option of the City, in any order, in whole or in part on any date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Refunding Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a refunding bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Refunding Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Refunding Bond a new refunding bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each refunding bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the refunding bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Refunding Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

**INTEREST RATE AND PROPOSING DETAILS:** The Refunding Bonds shall bear interest at a rate or rates not exceeding \_\_\_% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Refunding Bonds, at a price less than \_\_\_% of their par value or at an interest rate or rates that will result in a net interest cost exceeding \_\_\_%, will be considered.

**TERM BOND OPTION:** Refunding Bonds maturing in the years \_\_\_\_\_ - \_\_\_\_\_, inclusive, are eligible for designation by the original purchaser at the time of sale as serial refunding bonds or term

refunding bonds, or both. There may be more than one term bond maturity. However, principal maturities designated as term refunding bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on \_\_\_\_\_ 1st of the year in which the Refunding Bonds are presently scheduled to mature. Each maturity of term refunding bonds and serial refunding bonds must carry the same interest rate. Any such designation must be made at the time the proposals are submitted.

**BOOK-ENTRY-ONLY:** The Refunding Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Refunding Bonds. Purchase of the Refunding Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Refunding Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Refunding Bonds.

**BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:** \_\_\_\_\_, \_\_\_\_\_, Michigan has been selected as paying agent and bond registrar (the "Bond Registrar") for the Refunding Bonds. The Bond Registrar will keep records of the registered holders of the Refunding Bonds, serve as transfer agent for the Refunding Bonds, authenticate the original and any re-issued refunding bonds and pay interest by check or draft mailed to the registered holders of the Refunding Bonds as shown on the registration books of the City kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Refunding Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Refunding Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Refunding Bonds is the responsibility of DTC participants and indirect participants as described in the nearly final official statement for the Refunding Bonds. The City may from time to time as required designate a successor bond registrar and paying agent.

**PURPOSE AND SECURITY:** The Refunding Bonds are to be issued pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), for the purpose of refunding the City of Portage \_\_\_\_\_ Bonds, Series \_\_\_\_\_, dated \_\_\_\_\_ maturing in the years \_\_\_\_\_ through \_\_\_\_\_ (the "Refunded Bonds"), of which \$\_\_\_\_\_ remains outstanding and is being refunded. The Refunding Bonds are issued in anticipation of, and payable primarily from, the collection of taxes to be levied by the City. In addition, if the foregoing collection of taxes is insufficient for any reason to make prompt payment of

the principal of and interest on this Refunding Bond when due, the City shall make such payments from its general funds. The limited tax full faith and credit of the City is pledged for the payment of the principal of and interest on the Refunding Bonds. The City, however, does not have the power to levy any tax unlimited as to rate or amount for the payment of principal of and interest on the Refunding Bonds in excess of its constitutional, statutory or charter limitations.

**ESCROW AGENT:** Proceeds from the Refunding Bonds will be transferred to \_\_\_\_\_, \_\_\_\_\_, Michigan as escrow agent (the "Escrow Agent") under an escrow agreement dated \_\_\_\_\_ 1, \_\_\_\_\_ (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

**ADJUSTMENT IN PRINCIPAL AMOUNT:** The aggregate principal amount of this issue has been determined as the amount necessary to defease the Refunded Bonds and pay a portion or all of the costs of issuance of the Refunding Bonds, assuming certain conditions and events exist on the date of sale. The City reserves the right to increase or decrease the total par amount of the Refunding Bonds by any amount prior to the sale or following the opening of proposals. The increase or decrease may be made in any one or more maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful proposer for all maturities will not change. The successful proposer may not withdraw the proposal as a result of any changes made within these limits.

**ADJUSTMENT IN DISCOUNT:** In the event the principal amount of this issue is increased or decreased, the premium or discount proposed, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally proposed.

**BOND INSURANCE AT PURCHASER'S OPTION:** If the Refunding Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the proposer/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Refunding Bonds. Any increased costs of issuance of the Refunding Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any additional rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE REFUNDING BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE REFUNDING BONDS FROM THE CITY.

**GOOD FAITH:** A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$\_\_\_\_\_) of the face amount of the Refunding Bonds, and payable to the order of the City will be required of the successful proposer as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Refunding Bonds. If a check is used, it must accompany each proposal. If a wire transfer is used, the successful proposer is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by Municipal Financial Consultants Incorporated. The good faith deposit will be applied to the purchase price of the Refunding Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful proposer will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be cashed immediately, in which event, payment of the balance of the purchase price of the Refunding Bonds shall be made at the closing.

**AWARD OF THE REFUNDING BONDS - TRUE INTEREST COST:** The Refunding Bonds will be awarded to the proposer whose proposal produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on \_\_\_\_\_ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to \_\_\_\_\_ in an amount equal to the price proposed, excluding accrued interest. \_\_\_\_\_ is the anticipated date of delivery of the Refunding Bonds.

**LEGAL OPINION:** Proposals shall be conditioned upon the approving opinion of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan (the "Bond Counsel") a copy of which opinion will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Refunding Bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Refunding Bonds, and therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials.

**TAX MATTERS:** In the opinion of Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Refunding Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax

preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Refunding Bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

**"QUALIFIED TAX EXEMPT OBLIGATIONS":** The Refunding Bonds have        been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

**CERTIFICATE REGARDING "ISSUE PRICE":** The Purchaser will be required, as a condition of delivery of the Refunding Bonds, to certify the "issue price" of the Refunding Bonds within the meaning of Section 1273 of the Code, which will include a representation that at least 10 percent of each maturity of the Refunding Bonds has been sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at a price not exceeding the stated initial offering price. In addition, if the successful proposer will obtain a municipal bond insurance policy or other credit enhancement for the Refunding Bonds in connection with their original issuance, the successful proposer will be required, as a condition of delivery of the Refunding Bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**DELIVERY OF REFUNDING BONDS:** The City will furnish Refunding Bonds ready for execution at its expense. Refunding Bonds will be delivered without expense to the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Refunding Bonds, will be delivered at the time of delivery of the Refunding Bonds. If the Refunding Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45<sup>th</sup> day following the date of receipt of proposals or the first business day thereafter if said 45<sup>th</sup> day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Refunding Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the City shall promptly return the good faith deposit. Payment for the Refunding Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Refunding Bonds shall be paid by the Purchaser at the time of delivery. Notwithstanding the foregoing, the successful proposer will be required to pay for and accept delivery of the Refunding Bonds on \_\_\_\_\_.

**UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE:** In order to assist proposers in complying with SEC Rule 15c2-12, as amended, the City will covenant to undertake (pursuant to a resolution adopted or to be adopted by their governing body), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Refunding Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the City, a form of which is included in the nearly final official statement and in the final official statement.

**OFFICIAL STATEMENT:**

**Hard Copy**

A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Municipal Financial Consultants Incorporated at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the City for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful proposer shall supply to the City within twenty-four hours (24) after the award of the Refunding Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

**Internet**

In addition, the City has authorized the preparation and distribution of a Nearly Final Official Statement containing information relating to the Refunding Bonds via the Internet. The Nearly Final Official Statement can be viewed and downloaded at [www.i-dealprospectus.com/PDF.asp?doc=\\_\\_\\_\\_\\_](http://www.i-dealprospectus.com/PDF.asp?doc=_____) or at [www.tm3.com](http://www.tm3.com).

The City will furnish to the successful proposer, at no cost, \_\_\_ copies of the Final Official Statement within seven (7) business days after the award of the Refunding Bonds. Additional copies will be supplied upon the proposer's agreement to pay the cost incurred by the City for those additional copies.

The City shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the City and the Refunding Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make statements therein, in light of the circumstances under which they were made, not misleading.

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Refunding Bonds, but neither the failure to print



CITY OF PORTAGE

At a \_\_\_\_\_ meeting of the City Council of the City of Portage held at 7900 South Westnedge Ave., Portage, Michigan, 49002 on \_\_\_\_\_, 2015 at \_\_:\_\_.m. Eastern Daylight Savings Time, there were:

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

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

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

RESOLUTION APPROVING THE UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE BY THE CITY OF PORTAGE FOR THE CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015B

WHEREAS, the City of Portage (the "City") by resolution of its Council has approved the issuance of the City of Portage Capital Improvement Refunding Bonds, Series 2015B in the principal amount of not to exceed \$7,300,000 (the "Refunding Bonds"); and

WHEREAS, Bond Counsel, in order to comply with federal securities regulations, has prepared this resolution.

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF PORTAGE as follows:

1. This Council, for and on behalf of the City of Portage, hereby covenants and agrees, for the benefit of the beneficial owners of the Refunding Bonds to be issued by the City of Portage for the Project, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form attached to the official statement for the Refunding Bonds. The Undertaking shall be enforceable by the beneficial owners of the Refunding Bonds or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the City's obligations hereunder and under the Undertaking), and any failure by the City to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Refunding Bonds.

The Mayor, City Finance Director, City Clerk and/or other officer of the City charged with the responsibility for issuing the Refunding Bonds shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the City's Undertaking.

2. The Disclosure Certificate as attached to the official statement for the Refunding Bonds is hereby approved as is the execution thereof by the designated officials.

3. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: \_\_\_\_\_

\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the City of Portage, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Council of the City of Portage at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2015, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Clerk, City of Portage

SEAL

las.rc-por218



Preliminary

**\$6,855,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015B**  
**(Refunds Series 2008A Bonds)**

**NET SOURCES AND USES**

Dated Date: 07/01/15  
Closing Date: 07/23/15

Sources:

Bond Proceeds	\$6,855,000.00
Underwriter's Premium	0.00
Accrued Interest	9,899.69
	<hr/>
	<u>\$6,864,899.69</u>

Uses:

Escrow Fund	\$6,715,000.00
Costs of Issuance	68,000.00
Underwriter's Discount (1.0%)	68,550.00
Interest Account	9,899.69
Available Amount	3,450.00
	<hr/>
	<u>\$6,864,899.69</u>

Net Savings: \$488,508.02  
Present Value Savings: \$411,627.55  
Percent of refunded par: 6.130%



**\$6,855,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015B**

**NEW DEBT SERVICE**

<b>Date</b>	<b>Principal</b>	<b>Price</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total Debt Service</b>	<b>Fiscal Total</b>
03/01/16				\$107,996.67	\$107,996.67	\$107,996.67
09/01/16	\$775,000.00	100.000%	2.000%	80,997.50	855,997.50	
03/01/17				73,247.50	73,247.50	929,245.00
09/01/17	785,000.00	100.000%	2.000%	73,247.50	858,247.50	
03/01/18				65,397.50	65,397.50	923,645.00
09/01/18	755,000.00	100.000%	2.000%	65,397.50	820,397.50	
03/01/19				57,847.50	57,847.50	878,245.00
09/01/19	755,000.00	100.000%	2.000%	57,847.50	812,847.50	
03/01/20				50,297.50	50,297.50	863,145.00
09/01/20	445,000.00	100.000%	2.200%	50,297.50	495,297.50	
03/01/21				45,402.50	45,402.50	540,700.00
09/01/21	435,000.00	100.000%	2.300%	45,402.50	480,402.50	
03/01/22				40,400.00	40,400.00	520,802.50
09/01/22	430,000.00	100.000%	2.500%	40,400.00	470,400.00	
03/01/23				35,025.00	35,025.00	505,425.00
09/01/23	425,000.00	100.000%	2.600%	35,025.00	460,025.00	
03/01/24				29,500.00	29,500.00	489,525.00
09/01/24	420,000.00	100.000%	2.700%	29,500.00	449,500.00	
03/01/25				23,830.00	23,830.00	473,330.00
09/01/25	415,000.00	100.000%	2.800%	23,830.00	438,830.00	
03/01/26				18,020.00	18,020.00	456,850.00
09/01/26	410,000.00	100.000%	2.900%	18,020.00	428,020.00	
03/01/27				12,075.00	12,075.00	440,095.00
09/01/27	405,000.00	100.000%	3.000%	12,075.00	417,075.00	
03/01/28				6,000.00	6,000.00	423,075.00
09/01/28	400,000.00	100.000%	3.000%	6,000.00	406,000.00	406,000.00
	<u>\$6,855,000.00</u>			<u>\$1,103,079.17</u>	<u>\$7,958,079.17</u>	<u>\$7,958,079.17</u>

Dated Date:	07/01/15	Principal:	\$6,855,000.00
Closing Date:	07/23/15	Accrued Interest:	9,899.69
Arbitrage Yield:	2.580162%	Credit Enhancement:	0.00
		Orig Issue Prem/(Disc):	0.00
			<u>\$6,864,899.69</u>



**\$6,855,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015B**

**ARBITRAGE YIELD WORKSHEET**

Date	Principal	Coupon	Interest	Total Debt Service	Fiscal Total	2.58016%
						Present Value Debt Service
03/01/16			\$107,996.67	\$107,996.67	\$107,996.67	\$106,333.03
09/01/16	\$775,000.00	2.000%	80,997.50	855,997.50		832,076.82
03/01/17			73,247.50	73,247.50	929,245.00	70,293.77
09/01/17	785,000.00	2.000%	73,247.50	858,247.50		813,148.07
03/01/18			65,397.50	65,397.50	923,645.00	61,171.81
09/01/18	755,000.00	2.000%	65,397.50	820,397.50		757,613.28
03/01/19			57,847.50	57,847.50	878,245.00	52,740.10
09/01/19	755,000.00	2.000%	57,847.50	812,847.50		731,641.77
03/01/20			50,297.50	50,297.50	863,145.00	44,696.02
09/01/20	445,000.00	2.200%	50,297.50	495,297.50		434,531.95
03/01/21			45,402.50	45,402.50	540,700.00	39,324.97
09/01/21	435,000.00	2.300%	45,402.50	480,402.50		410,796.75
03/01/22			40,400.00	40,400.00	520,802.50	34,106.42
09/01/22	430,000.00	2.500%	40,400.00	470,400.00		392,062.42
03/01/23			35,025.00	35,025.00	505,425.00	28,820.34
09/01/23	425,000.00	2.600%	35,025.00	460,025.00		373,710.68
03/01/24			29,500.00	29,500.00	489,525.00	23,659.70
09/01/24	420,000.00	2.700%	29,500.00	449,500.00		355,917.98
03/01/25			23,830.00	23,830.00	473,330.00	18,628.48
09/01/25	415,000.00	2.800%	23,830.00	438,830.00		338,674.67
03/01/26			18,020.00	18,020.00	456,850.00	13,730.12
09/01/26	410,000.00	2.900%	18,020.00	428,020.00		321,970.90
03/01/27			12,075.00	12,075.00	440,095.00	8,967.53
09/01/27	405,000.00	3.000%	12,075.00	417,075.00		305,796.76
03/01/28			6,000.00	6,000.00	423,075.00	4,343.13
09/01/28	400,000.00	3.000%	6,000.00	406,000.00	406,000.00	290,142.22
<b><u>\$6,855,000.00</u></b>			<b><u>\$1,103,079.17</u></b>	<b><u>\$7,958,079.17</u></b>	<b><u>\$7,958,079.17</u></b>	<b><u>\$6,864,899.69</u></b>

Dated Date: 07/01/15  
 Closing Date: 07/23/15  
 Arbitrage Yield: 2.580162%

Principal: \$6,855,000.00  
 Accrued Interest: 9,899.69  
 Credit Enhancement: 0.00  
 Orig Issue Prem/(Disc): 0.00

**\$6,864,899.69**



**\$6,855,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015B**

**NET PRESENT VALUE SAVINGS ANALYSIS**

Net Present Value Savings/(Loss):      \$411,627.55

Date	Outstanding Debt Service	Remaining Non-Refunded Debt-Service	New Debt Service	Net Savings/(Loss)	Fiscal Net Savings/(Loss)	2.58016% Present Value Savings/(Loss)
09/01/15	\$857,993.75	\$857,993.75	\$0.00	\$0.00		\$0.00
03/01/16	135,568.75		98,096.98 *	37,471.77	\$37,471.77	37,047.04
09/01/16	840,568.75		855,997.50	(15,428.75)		(14,997.60)
03/01/17	122,350.00		73,247.50	49,102.50	33,673.75	47,122.42
09/01/17	852,350.00		858,247.50	(5,897.50)		(5,587.60)
03/01/18	107,750.00		65,397.50	42,352.50	36,455.00	39,615.87
09/01/18	817,750.00		820,397.50	(2,647.50)		(2,444.89)
03/01/19	93,550.00		57,847.50	35,702.50	33,055.00	32,550.30
09/01/19	818,550.00		812,847.50	5,702.50		5,132.80
03/01/20	79,050.00		50,297.50	28,752.50	34,455.00	25,550.42
09/01/20	504,050.00		495,297.50	8,752.50		7,678.70
03/01/21	70,550.00		45,402.50	25,147.50	33,900.00	21,781.28
09/01/21	495,550.00		480,402.50	15,147.50		12,952.77
03/01/22	62,050.00		40,400.00	21,650.00	36,797.50	18,277.33
09/01/22	487,050.00		470,400.00	16,650.00		13,877.21
03/01/23	53,550.00		35,025.00	18,525.00	35,175.00	15,243.31
09/01/23	478,550.00		460,025.00	18,525.00		15,049.16
03/01/24	45,050.00		29,500.00	15,550.00	34,075.00	12,471.47
09/01/24	470,050.00		449,500.00	20,550.00		16,271.67
03/01/25	36,550.00		23,830.00	12,720.00	33,270.00	9,943.53
09/01/25	466,550.00		438,830.00	27,720.00		21,393.39
03/01/26	27,412.50		18,020.00	9,392.50	37,112.50	7,156.50
09/01/26	457,412.50		428,020.00	29,392.50		22,110.02
03/01/27	18,275.00		12,075.00	6,200.00	35,592.50	4,604.45
09/01/27	448,275.00		417,075.00	31,200.00		22,875.64
03/01/28	9,137.50		6,000.00	3,137.50	34,337.50	2,271.10
09/01/28	439,137.50		406,000.00	33,137.50	33,137.50	23,681.25
	<u>\$9,294,681.25</u>	<u>\$857,993.75</u>	<u>\$7,948,179.48</u>	<u>\$488,508.02</u>	<u>\$488,508.02</u>	<u>\$411,627.55</u>

\* Less accrued interest.



**\$11,850,000**  
**City of Portage**  
**Capital Improvement Bonds, Series 2008A**  
**(New Improvements and Refunding Project)**

**REMAINING ORIGINAL DEBT SERVICE SCHEDULE**

						2.58016%
<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Fiscal Total</u>	<u>Present Value Debt Service</u>
09/01/15	\$710,000.00	3.500%	\$147,993.75	\$857,993.75		\$855,675.08
03/01/16			135,568.75	135,568.75	\$993,562.50	133,480.38
09/01/16	705,000.00	3.750%	135,568.75	840,568.75		817,079.22
03/01/17			122,350.00	122,350.00	962,918.75	117,416.19
09/01/17	730,000.00	4.000%	122,350.00	852,350.00		807,560.48
03/01/18			107,750.00	107,750.00	960,100.00	100,787.68
09/01/18	710,000.00	4.000%	107,750.00	817,750.00		755,168.40
03/01/19			93,550.00	93,550.00	911,300.00	85,290.40
09/01/19	725,000.00	4.000%	93,550.00	818,550.00		736,774.57
03/01/20			79,050.00	79,050.00	897,600.00	70,246.45
09/01/20	425,000.00	4.000%	79,050.00	504,050.00		442,210.65
03/01/21			70,550.00	70,550.00	574,600.00	61,106.26
09/01/21	425,000.00	4.000%	70,550.00	495,550.00		423,749.53
03/01/22			62,050.00	62,050.00	557,600.00	52,383.75
09/01/22	425,000.00	4.000%	62,050.00	487,050.00		405,939.63
03/01/23			53,550.00	53,550.00	540,600.00	44,063.65
09/01/23	425,000.00	4.000%	53,550.00	478,550.00		388,759.84
03/01/24			45,050.00	45,050.00	523,600.00	36,131.16
09/01/24	425,000.00	4.000%	45,050.00	470,050.00		372,189.65
03/01/25			36,550.00	36,550.00	506,600.00	28,572.00
09/01/25	430,000.00	4.250%	36,550.00	466,550.00		360,068.06
03/01/26			27,412.50	27,412.50	493,962.50	20,886.62
09/01/26	430,000.00	4.250%	27,412.50	457,412.50		344,080.92
03/01/27			18,275.00	18,275.00	475,687.50	13,571.97
09/01/27	430,000.00	4.250%	18,275.00	448,275.00		328,672.41
03/01/28			9,137.50	9,137.50	457,412.50	6,614.23
09/01/28	430,000.00	4.250%	9,137.50	439,137.50	439,137.50	313,823.47
	<b><u>\$7,425,000.00</u></b>		<b><u>\$1,869,681.25</u></b>	<b><u>\$9,294,681.25</u></b>	<b><u>\$9,294,681.25</u></b>	<b><u>\$8,122,302.65</u></b>



**\$11,850,000**  
**City of Portage**  
**Capital Improvement Bonds, Series 2008A**  
**(New Improvements and Refunding Project)**

**REMAINING NON-REFUNDED ORIGINAL DEBT SERVICE SCHEDULE**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total Debt Service</b>	<b>Fiscal Total</b>	<b>2.58016% Present Value Debt Service</b>
09/01/15	\$710,000.00	3.500%	\$147,993.75	\$857,993.75	\$857,993.75	\$855,675.08
	<u>\$710,000.00</u>		<u>\$147,993.75</u>	<u>\$857,993.75</u>	<u>\$857,993.75</u>	<u>\$855,675.08</u>



**\$11,850,000**  
**City of Portage**  
**Capital Improvement Bonds, Series 2008A**  
**(New Improvements and Refunding Project)**

**REDEMPTION SCHEDULE**

Redemption Premium:            0.00%

<b>Date</b>	<b>Principal</b>	<b>Interest</b>	<b>Redeemed Principal</b>	<b>Redemption Premium</b>	<b>Total Debt Service</b>	<b>Fiscal Total</b>	<b>2.58016% Present Value</b>
09/01/15	\$0.00	\$0.00	\$6,715,000.00	\$0.00	\$6,715,000.00	\$6,715,000.00	\$6,696,853.20
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,715,000.00</u>	<u>\$0.00</u>	<u>\$6,715,000.00</u>	<u>\$6,715,000.00</u>	<u>\$6,696,853.20</u>



**\$11,850,000**  
**City of Portage**  
**Capital Improvements Bonds, Series 2008A**  
**(New Improvements and Refunding Project)**

**ESCROW CASH FLOW ANALYSIS**

July 23, 2015 Beginning Cash Balance: \$6,715,000.00 \*

Date	Beginning Cash Balance	SLGS Principal	SLGS Rate	SLGS Interest	SLGS Total	Debt Service Defeasance	Ending Cash Balance	0.00000% Present Value
07/23/15	\$6,715,000.00						\$6,715,000.00	
09/01/15	6,715,000.00	\$0.00	0.0000%	\$0.00	\$0.00	\$6,715,000.00	0.00	\$0.00
		<u>\$0.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,715,000.00</u>		<u>\$0.00</u>

Total Cost of Escrow Requirements: \$6,715,000.00

\* Non-Interest bearing cash deposit held with the Escrow Agent.

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** FY 2015-2016 Community Development Block Grant and General Fund Contracts

**SUPPORTING PERSONNEL:** Victoria Georgeau, Director of Community Development

**ACTION RECOMMENDED:** That City Council approve the:

- a. Fiscal Year 2015-2016 Community Development Block Grant Fund contracts and
- b. General Fund human/public services contracts

and authorize the City Manager to execute all documents related to the contracts on behalf of the city.

Fiscal Year 2015-2016 contract documents for the provision of Community Development Block Grant (CDBG) Fund program activities and General Fund human/public services have been finalized. The contracts for Fiscal Year 2015-2016 contain conditions for use of federal CDBG and city funds, including performance criteria, reporting and related administrative activities. Consistent with the adopted Fiscal Year 2015-2016 Budget, these eight contracts, include:

<b>Fund</b>	<b>Agency</b>	<b>Amount</b>
General	Catholic Charities	\$11,100
General	Gryphon Place	\$2,340
General	Housing Resources, Incorporated	\$19,780
General	Kalamazoo Anti-Human Trafficking Coalition	\$800
General	YWCA	\$11,130
General	Portage Community Center	\$80,475
CDBG	Portage Community Center	\$42,510
CDBG	Fair Housing Center of Southwest Michigan	\$2,000

The contracts have been prepared by the Department of Community Development and reviewed and approved as to form by the City Attorney. It is recommended that City Council approve the eight contracts and authorize the City Manager to execute the documents on behalf of the city.

**Attachments:** Human/Public Service and Fair Housing Service contracts (without OMB Circular Exhibits)

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
CATHOLIC CHARITIES - THE ARK  
FY 2015-16**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Catholic Charities - the ARK, herein referred to as the "ARK", of Kalamazoo County, State of Michigan.

WITNESSETH: That the ARK and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, HEREBY AGREE AS FOLLOWS:

- I. Term of Contract: The term of this contract shall commence on **July 1, 2015** and shall terminate on **June 30, 2016** as to funds to be provided. All services to be provided by the ARK and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Services to be Provided: The ARK agrees to provide the following services to those residents in the city who meet established eligibility requirements:
  - Emergency shelter for youth;
  - Twenty-four (24) hour crisis phone line;
  - Youth Drop-In Services;
  - Counseling;
  - Case management and after care service;
  - Outreach and prevention education.

Nothing herein shall be construed as limiting the ability of the ARK to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Records: The ARK shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The ARK will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State of Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, the ARK shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit the ARK books to determine whether there has been compliance with this Agreement.

IV. Reports: The ARK agrees to provide the city with Status Reports for the term of this Agreement. The ARK agrees to furnish the city with the following on a biannual basis:

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
  - (1) Balance Sheet
  - (2) Statement of revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 8, 2016 and July 8, 2016.

V. Payments by the city: If the ARK has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the ARK twice annually (subsequent to reviewing reports due January 8 and July 8) equal to one-half of the General Fund appropriation of **Eleven Thousand One Hundred Dollars (\$11,100.00)**. Payments shall be made directly to the ARK. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the ARK has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the ARK in default for breach of the Agreement and hold the ARK liable.

Any funds remaining in the possession of the ARK which are traceable to the payments made by the city to the ARK under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if the ARK is not again funded in the immediately succeeding program year.

VI. City not Liable: The ARK, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. The ARK shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to the ARK under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall the ARK, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.

VII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury,

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

- VIII. **Insurance:** The ARK shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
  4. Failure or refusal to furnish evidence of insurance, in the form satisfactory to the city, may subject the ARK to the loss of the contract in accordance with the provision of default.
- IX. **Successors and Assigns:** The obligations of the parties shall bind all their successors and assigns. The ARK shall not assign its right to receive any sums herein provided. While the ARK shall not delegate its responsibility to provide the services listed in Paragraph II above, the ARK may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be the ARK's alone and nothing in the Agreement shall prohibit or restrict the ARK in making that decision.
- X. **Non-Discrimination:** The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as

amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

**XI. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: CATHOLIC CHARITIES - THE ARK**  
1819 Gull Road, Kalamazoo, MI 49048

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Frances H. Denny, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
John Jones, President, Board of Directors

**GRANTOR: CITY OF PORTAGE**  
7900 South Westnedge Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Laurence Shaffer, City Manager

APPROVED AS TO FORM  
DATE: 6/9/15  
*RES*

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
GRYPHON PLACE  
FY 2015-16**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Gryphon Place of Kalamazoo County, State of Michigan.

WITNESSETH: That Gryphon Place and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, HEREBY AGREE AS FOLLOWS:

- I. Term of Contract: The term of this contract shall commence on **July 1, 2015** and shall terminate on **June 30, 2016** as to funds to be provided. All services to be provided by Gryphon Place and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: Gryphon Place agrees to provide the following services to those residents in the city who meet established eligibility requirements:

2-1-1 Service, which includes:

- information and referral;
- crisis intervention; and
- referral for volunteer services throughout Kalamazoo County.

Nothing herein shall be construed as limiting the ability of the Gryphon Place to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Gryphon Place certifies that there is no use of vehicles under this agreement.
- IV. Records: Gryphon Place shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. Gryphon Place will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, Gryphon Place shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit Gryphon Place books to determine whether there has been compliance with this Agreement.

- V. Reports: Gryphon Place agrees to provide the city with Status Reports for the term of this Agreement. Gryphon Place agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
  - b. Financial Statements, including:
    - (1) Balance Sheet
    - (2) Statement of Revenues, expenditures, and changes in fund balance.
  - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
  - d. Reports are due by January 8, 2016 and July 8, 2016.
- VI. Payments by the city: If Gryphon Place has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Gryphon Place twice annually (subsequent to reviewing reports due January 8 and July 8) equal to one-half of the General Fund appropriation of **Two Thousand Three Hundred Forty Dollars (\$2,340.00)**. Payments shall be made directly to Gryphon Place. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Gryphon Place has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Gryphon Place in default for breach of the Agreement and hold Gryphon Place liable.

Any funds remaining in the possession of Gryphon Place which are traceable to the payments made by the city to Gryphon Place under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if Gryphon Place is not again funded in the immediately succeeding program year.

- VII. City not Liable: Gryphon Place, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. Gryphon Place shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to Gryphon Place under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall Gryphon Place, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.
- VIII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute

resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

- IX. Insurance: Gryphon Place shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject Gryphon Place to the loss of the contract in accordance with the provision of default.
- X. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. Gryphon Place shall not assign its right to receive any sums herein provided. While Gryphon Place shall not delegate its responsibility to provide the services listed in Paragraph II above, Gryphon Place may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be Gryphon Place's alone and nothing in the Agreement shall prohibit or restrict Gryphon Place in making that decision.

XI. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

XII. Other Terms:

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: GRYPHON PLACE**

3245 South 8<sup>th</sup> Street, Kalamazoo, MI 49009

**BY:**

Maricela Alcala, Executive Director

**DATE:**

**BY:**

Tom Danielson, Chair, Board of Directors

**DATE:**

**GRANTOR: CITY OF PORTAGE**

7900 South Westnedge Avenue, Portage, MI 49002

**BY:**

Laurence Shaffer, City Manager

**DATE:**

APPROVED AS TO FORM  
DATE: RES 6/9/15

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
HOUSING RESOURCES, INC.  
FY 2015-16**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Housing Resources, Incorporated - HRI, herein referred to as "HRI", of Kalamazoo County, State of Michigan.

WITNESSETH: That HRI and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, **HEREBY AGREE AS FOLLOWS:**

- I. Term of Contract: The term of this contract shall commence on **July 1, 2015** and shall terminate on **June 30, 2016** as to funds to be provided. All services to be provided by HRI and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: HRI agrees to provide the following services to those residents in the city who meet established eligibility requirements:
- Housing related Coordinated Assessment and Referral services;
  - Homelessness Prevention and Rapid Re-Housing;
  - Community Housing Hour services; and
  - Permanent Supportive Housing assistance.

Nothing herein shall be construed as limiting the ability of HRI to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Records: HRI shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. HRI will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, HRI shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit HRI books to determine whether there has been compliance with this Agreement.

- IV. Reports: HRI agrees to provide the city with Status Reports for the term of this Agreement. HRI agrees to furnish the city with the following on a biannual basis:

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
  - (1) Balance Sheet
  - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 8, 2016 and July 8, 2016.

V. Payments by the city: If HRI has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to HRI twice annually (subsequent to reviewing reports due January 8 and July 8) equal to one-half of the General Fund appropriation of **Nineteen Thousand Seven Hundred Eighty Dollars (\$19,780.00)**. Payments shall be made directly to HRI. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that HRI has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat HRI in default for breach of the Agreement and hold HRI liable.

Any funds remaining in the possession of HRI which are traceable to the payments made by the city to HRI under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if HRI is not again funded in the immediately succeeding program year.

VI. City not Liable: HRI, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. HRI shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to HRI under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall HRI, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.

VII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any

Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

- VIII. Insurance: HRI shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
  4. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject HRI to the loss of the contract in accordance with the provision of default.
- IX. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. HRI shall not assign its right to receive any sums herein provided. While HRI shall not delegate its responsibility to provide the services listed in Paragraph II above, HRI may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be HRI's alone and nothing in the Agreement shall prohibit or restrict HRI in making that decision.
- X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against

any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

**XI. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: Housing Resources, Incorporated - HRI**  
420 East Alcott Street, Suite 200, Kalamazoo, MI 49001

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Michelle A. Davis, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Claudia Wink-Basing, President, Board of Directors

**GRANTOR: CITY OF PORTAGE**  
7900 South Westnedge Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Laurence Shaffer, City Manager

APPROVED AS TO FORM  
DATE LS 6/9/15

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
KALAMAZOO ANTI-HUMAN TRAFFICKING COALITION  
FY 2015-16**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and the "Kalamazoo Anti-Human Trafficking Coalition", commonly referred to herein as the "KAHTC" of Kalamazoo County, State of Michigan.

WITNESSETH: That the KAHTC and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, **HEREBY AGREE AS FOLLOWS:**

- I. Term of Contract: The term of this contract shall commence on **July 1, 2015** and shall terminate on **June 30, 2016** as to funds to be provided. All services to be provided by the KAHTC and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Services to be Provided: The KAHTC agrees to provide the following services to those residents in the city who meet established eligibility requirements:
  - Host information activities within the community providing educational materials;
  - Provide professional training dates for first contact professionals;
  - Create and launch a School Education Program to prevent future victims;
  - Establish a local Kalamazoo County office.

Nothing herein shall be construed as limiting the ability of the KAHTC to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Records: The KAHTC shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The KAHTC will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.
  
- IV. Reports: The KAHTC agrees to provide the city with Status Reports for the term of this Agreement. The KAHTC agrees to furnish the city with the following on a biannual basis:
  - a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
  - b. Financial Statements, including:
    - (1) Balance Sheet
    - (2) Statement of revenues, expenditures, and changes in fund balance.

- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 8, 2016 and July 8, 2016.

V. Payments by the city: If the KAHTC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the KAHTC twice annually (subsequent to reviewing reports due January 8 and July 8) equal to one-half of the General Fund appropriation of **Eight Hundred Dollars (\$800.00)**. Payments shall be made directly to the KAHTC. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the KAHTC has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the KAHTC in default for breach of the Agreement and hold the KAHTC liable.

Any funds remaining in the possession of the KAHTC which are traceable to the payments made by the city to the KAHTC under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if the KAHTC is not again funded in the immediately succeeding program year.

VI. City not Liable: The KAHTC, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. The KAHTC shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to the KAHTC under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall the KAHTC, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.

VII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of

such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

VIII. Insurance: The KAHTC shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.

1. Directors and Officers Insurance: \$250,000
2. Failure or refusal to furnish evidence of insurance, in the form satisfactory to the city, may subject the KAHTC to the loss of the contract in accordance with the provision of default.

IX. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. The KAHTC shall not assign its right to receive any sums herein provided. While the KAHTC shall not delegate its responsibility to provide the services listed in Paragraph II above, the KAHTC may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be the KAHTC's alone and nothing in the Agreement shall prohibit or restrict the KAHTC in making that decision.

X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

XI. Other Terms:

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.

3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: KALAMAZOO ANTI-HUMAN TRAFFICKING  
COALITION**

1819 Gull Road, Suite 114, Kalamazoo, MI 49048

**BY:**

**DATE:**

Sara Morley LaCroix, Board President

**GRANTOR: CITY OF PORTAGE**

7900 South Westnedge Avenue, Portage, MI 49002

**BY:**

**DATE:**

Laurence Shaffer, City Manager

APPROVED AS TO FORM  
DATE 10/6/15

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
YWCA OF KALAMAZOO, MICHIGAN  
FY 2015-16**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city", and the YWCA, herein referred to as the "YWCA", of Kalamazoo County, State of Michigan.

WITNESSETH: That the YWCA and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, HEREBY AGREE AS FOLLOWS:

- I. Term of Contract: The term of this contract shall commence on **July 1, 2015** and shall terminate on **June 30, 2016** as to funds to be provided. All services to be provided by the YWCA and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Services to be Provided: The YWCA agrees to provide the following services to those residents in the city who meet established eligibility requirements:
  1. Domestic Assault Program - \$7,235: shelter, emergency 24-hour crisis phone line, counseling and related crisis intervention services to victims of domestic violation and their children, information and referral and community education.
  2. Sexual Assault Program - \$3,895: emergency support to victims of sexual assault at hospitals, 24-hour crisis phone line, individual and group counseling and related crisis intervention services, information and referral and community education.

Nothing herein shall be construed as limiting the ability of the YWCA to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Records: The YWCA shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The YWCA will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, the YWCA shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit the YWCA books to determine whether there has been compliance with this Agreement.

- IV. Reports: The YWCA agrees to provide the city with Status Reports for the term of this Agreement. The YWCA agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
  - b. Financial Statements, including:
    - (1) Balance Sheet
    - (2) Statement of Revenues, expenditures, and changes in fund balance.
  - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
  - d. Reports are due by January 8, 2016 and July 8, 2016.
- V. Payments by the city: If the YWCA has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the YWCA twice annually (subsequent to reviewing reports due January 8 and July 8) equal to one-half of the General Fund appropriation of **Eleven Thousand One Hundred Thirty Dollars (\$11,130.00)**. Payments shall be made directly to the YWCA. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the YWCA has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the YWCA in default for breach of the Agreement and hold the YWCA liable.

Any funds remaining in the possession of the YWCA which are traceable to the payments made by the city to the YWCA under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if the YWCA is not again funded in the immediately succeeding program year.

- VI. City not Liable: The YWCA, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. The YWCA shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to the YWCA under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall the YWCA, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.
- VII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

- VIII. Insurance: The YWCA shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
  4. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject the YWCA to the loss of the contract in accordance with the provision of default.
- IX. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. The YWCA shall not assign its right to receive any sums herein provided. While the YWCA shall not delegate its responsibility to provide the services listed in Paragraph II above, the YWCA may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be the YWCA's alone and nothing in the Agreement shall prohibit or restrict the YWCA in making that decision.
- X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against

any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

**XI. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR:**      **YWCA, Inc.**  
353 East Michigan Avenue, Kalamazoo, MI 49007

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Grace Lubwama, Chief Executive Officer

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Namita Sharma, Chair, Board of Directors

**GRANTOR: CITY OF PORTAGE**  
7900 South Westnedge Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Laurence Shaffer, City Manager

APPROVED AS TO FORM  
DATE Feb 16/9/16

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2015-2016**

This Agreement is made by and between the City of Portage, Michigan, commonly referred to herein as "city" and the Portage Community Center, commonly referred to as "PCC", of Portage, County of Kalamazoo, State of Michigan.

**WITNESSETH:** That PCC and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, hereby agree as follows:

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2015** and shall terminate on **JUNE 30, 2016**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Services to be Provided (\$80,475): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:
  1. Youth Development: \$33,800
    - Tutoring
    - Shop Lifting Prevention for 5<sup>th</sup> Graders
    - Middle and High School Programming- After School and Summer
    - Community Service & Volunteerism
    - Substance Abuse Programming
    - Children's Holiday Program
    - Information & Referral
  2. Community Collaboration: \$28,970
    - Information and Referral/Resource Link
    - Host Agency Services
      - Kalamazoo County Health and Community Services Department
      - American Red Cross and Michigan Blood
      - Kalamazoo County Bar Association
      - Self Help Groups
      - Retail Fraud Diversion
      - Misc. others
  3. Emergency Assistance: \$17,705

Nothing herein shall be construed as limiting the ability of PCC to perform additional services within its capabilities and budget or to discontinue the services so listed. In the event PCC chooses to discontinue or add additional services, it shall provide written notice to the city thirty (30) days before such services are discontinued or added and provide the city with reasons for such action. In the event the service is discontinued without replacement of another service acceptable to the city, the city may, at its option, take any action provided for under paragraph VI of this agreement.

- III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. PCC will maintain records in such manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at

reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until four (4) years after the termination date of the Agreement. Annually, PCC shall retain an independent Certified Public Accountant (CPA) to audit its books. If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit PCC's books to determine whether there has been compliance with this Agreement. Records of expenditures and services provided by PCC pursuant to this contract shall be kept separate from the records kept pursuant to the Community Development Block Grant Contract as described in Section VIII of this Agreement.

IV. Reports: PCC agrees to provide the city with the following quarterly status reports:

For the period covering the term of this Agreement, reports are due on October 15, 2015, January 8, 2016, April 15, 2016 and July 8, 2016. Additionally, PCC agrees to furnish the city with the following:

- a. Cover letter listing official project title, time period of reports, total units of services delivered for all programs and sub-programs identified in the "service to be provided" section of this Agreement, and units of service delivered to City of Portage residents and businesses.
- b. Financial Statements including:
  - i. Balance sheet
  - ii. Statement of revenues, expenditures and changes in fund balance
- c. A listing of any new projects and programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. All reports are due quarterly with the exception of the financial statements, which are due annually.

VI. Payments by City: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the General Fund appropriation of **Eighty Thousand Four Hundred Seventy Five (\$80,475.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

Any funds remaining in the possession of PCC which are traceable to the payments made by the city to PCC under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Contract term only if PCC is not again funded in the immediately succeeding program year.

VII. City not Liable: PCC, its officers, agents and employees, and all subcontractors that are officers, agents or employees, at all times, shall be considered as independent contractors and not as city employees. PCC shall exercise all supervisory control and general control over all workers duties, payment of all wages to employees and the right to hire, fire and discipline all its employees. As an independent contractor, PCC's payment under this

Contract shall not be subject to any withholding for tax, social security or other purposes; nor shall PCC, its officers, agents or employees or any subcontractors or its officers, agents or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance or unemployment compensation or the like from the city.

- VIII. **Indemnification:** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

- IX. **Block Grant:** The parties acknowledge that they have entered into a separate contract providing for payment of funds by the city to PCC pursuant to 24 CFR 570 et seq., which are received by the city, as grantee, under Federal Assistance under the Community Development Block Grant Program of the United States Department of Housing and Urban Development. If conflicts arise between this contract and the Community Development Block Grant Contract, the terms of the Community Development Block Grant Contract will prevail. Funds provided under the Community Development Block Grant Contract and under this Contract shall, as far as practicable, be kept independently identifiable by PCC. Further, PCC shall keep separate records for the funds provided by each Contract.
- X. **Successors and Assigns:** The obligations of the parties shall bind all their successors and assigns. PCC shall not assign its right to receive any sums herein provided. While PCC shall not delegate its responsibility to provide the services listed in Paragraph II above, PCC may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of

hosting other agencies shall be PCC's alone and nothing in the Agreement shall prohibit or restrict PCC in making that decision.

XI. Insurance: The contractor shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.

1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
4. Failure or refusal to furnish evidence of insurance, in the form satisfactory to the city, may subject PCC to the loss of the contract in accordance with the provision of default.

XII. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

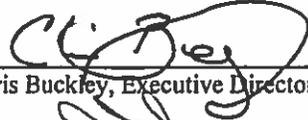
XIII. Other Terms:

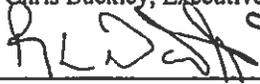
1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER**

325 East Centre Avenue, Portage, MI 49002

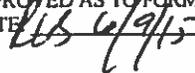
BY:  DATE: 6/3/15  
Chris Buckley, Executive Director

BY:  DATE: 6.3.15  
Roy Dangel, President, Board of Directors

**GRANTOR: CITY OF PORTAGE**

7900 South Westnedge Avenue, Portage, MI 49002

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Laurence Shaffer, City Manager

APPROVED AS TO FORM  
DATE  6/9/15

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2015-16**

The CITY OF PORTAGE, a Michigan municipal corporation, 7900 South Westnedge Avenue, Portage, Michigan (hereinafter referred to as "city"), in consideration of the provision of services as specified herein, hereby agrees to provide certain public funds pursuant to 24 CFR 570 et seq., received by city as a grantee of federal assistance under the Community Development Block Grant Program of the United States Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 as amended, to the Portage Community Center (hereinafter referred to as "PCC"), 325 East Centre Avenue, Portage, Michigan County of Kalamazoo, State of Michigan, upon the following terms and conditions:

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2015** and shall terminate on **JUNE 30, 2016**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: PCC shall provide the following services to those residents in the City of Portage who meet established lower income eligibility requirements as outlined in Exhibit 1:
1. Emergency Assistance - \$38,010
    - Food and Financial Assistance
    - Clothing Bar
    - Holiday Food Baskets
  2. Transportation Assistance Program - \$3,000
  3. Youth Recreation Scholarship Program - \$1,500

Nothing herein shall be interpreted as generally limiting the functions of PCC according to its by-laws, but limitations are imposed for those persons employed and those services provided with Community Development Block Grant (CDBG) funds or acting in fulfillment of this Agreement.

PCC agrees to provide office space and personal property necessary to the management of this project.

- III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of *persons* served by each activity funded under the "services to be provided" section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained for a period not less than four (4) years after the date of the submission of the annual performance and evaluation report in which the activity is reported (i.e. September 30, 2018). The city is subject to the provisions of OMB-A-128 "Audits of State and Local Governments". PCC, as a subrecipient of federal

funds, agrees to provide the city access to any documents necessary to insure that PCC has complied with any regulation applicable to a subrecipient of federal funds.

Within 60 days from the termination of this Agreement, or annually, whichever is less, PCC shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with this agreement. The independent CPA shall convey to the city the findings in sufficient detail to assure compliance with OMB Circulars No. A-122 (Exhibit 4) and No. A-110 (Exhibit 5). If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit PCC's books to determine whether there has been compliance with this Agreement. Records of expenditures and services provided by PCC pursuant to this contract shall be kept separate from the records kept pursuant to the General Fund Agreement.

IV. Reports: PCC agrees to provide the city with the following status reports:

1. Quarterly status reports for the period covering the term of this Agreement in accordance with the following time schedule:

<u>For the Period</u>	<u>Due Date</u>
7/1/15 through 9/30/15	10/15/15
10/1/15 through 12/31/15	1/8/16
1/1/16 through 3/31/16	4/15/16
4/1/16 through 6/30/16	7/8/16

Each report shall include the following:

- a. Cover letter listing official project title, time period of reports, over view of the services provided and authorized signature.
- b. An accounting of all revenues and expenditures under this Agreement during the reporting period on the Activity Summary Form, with categorized revenues and expenditures and year-to-date revenues and expenditure totals for each quarter. See Exhibit 2.
- c. A Direct Benefit Table, if applicable, which includes the number of persons which participated in or benefited from this project and each activity, categorized by racial, ethnic, gender and income data. The Summary of Activities Having Direct Benefit form shall be used for this purpose unless superseded by a federal document. See Exhibit 3.

V. Compliance with HUD Requirements. PCC agrees to comply with requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" and OMB Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations". (Exhibits 4 and 5)

VI. Certifications. PCC further gives assurances and certifies that the project will be conducted and administered in compliance with all applicable laws, ordinances, and regulations of the United States, the State of Michigan and the City of Portage, as they exist now or may later be enacted or amended, including but not limited to the regulations in Subpart K of Part 570 of the General Provisions for Community Development Block Grants, as described in Exhibit 5, except that:

1. The subrecipient does not assume the recipients environmental responsibilities described in 570.604; and

2. Only a subrecipient that is a "State agency" is required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as described in 570.606.

PCC gives assurances and certifies that all records, representations and documents will be made available to the city to enable the city to fulfill its oversight responsibilities under OMB-A-128, "Audits of States and Local Governments".

- VII. Payments by city: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the CDBG Fund appropriation of **Forty Two Thousand Five Hundred Ten Dollars (\$42,510.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

**PROVIDED:** That, if for any reason, PCC shall be in default or breach of this Agreement or be unable to comply with same and shall as a consequence be liable to the city, PCC must satisfy the liability in a manner acceptable to the city, including, but not limited to, cash payment or surrender of materials at city's sole option and discretion.

**PROVIDED:** That, if the city, in its reasonable judgment, after reviewing documentation provided for by this Agreement or any other reliable evidence, or any combination thereof, determines that PCC has not provided the services as required under this Agreement, or is making any expenditures of funds contrary to law or this Agreement, or is otherwise in breach of this Agreement, then all payments may be immediately suspended.

- VIII. Project Income. Any revenue generated as a result of the use of funds provided in this Agreement shall be returned to the city.

When the project ends, if not funded in the immediately succeeding program year, any remaining funds will become the property of and be turned over to, the city. No increment for profit, or other increment above cost, is allowed.

Upon termination of this agreement, if PCC ceases to use any asset acquired with CDBG funds for the purpose described in the Agreement, PCC shall either pay to the city the fair market value of the asset or transfer control of the asset to the city.

- IX. Relationship of the Parties. Neither of the respective parties hereto, nor any of their respective employees, officers, or agents is the agent, officer, or employee of the other party.

PCC and its officers, agents and employees and all subcontractors, and their officers, agents, and employees at all times shall be considered as independent contractors and not as city employees. PCC shall exercise all supervisory control and general control over all workers' duties, payment of all wages to PCC employees, and the right to hire, fire and discipline all employees. As an independent contractor, PCC's payment under this Agreement shall not be subject to any withholding for tax, social security, or other purposes, nor shall PCC, or its officers, agents or employees or any subcontractor or its officers, agents and employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, worker's or unemployment compensation, or the like from the city.

- X. **Indemnification:** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

- XI. **Tax Exempt:** PCC shall notify the city in writing, within thirty (30) days, of any change in its status as a tax-exempt organization pursuant to IRS 501 (c)(3).
- XII. **Insurance:** The contractor shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.

1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
4. Failure or refusal to furnish evidence of insurance, in the form satisfactory to the city, may subject PCC to the loss of the contract in accordance with the provision of default.

PCC shall provide the city ten (10) days advance notice of any change or cancellation in any insurance required by this Agreement. PCC shall provide the city with a copy of all such policies prior to the city providing PCC with the first payment under the terms of this Agreement.

- XIII. Binding: The obligation of the parties hereto shall bind all their successors and assigns and PCC shall not assign its right to receive any sums herein provided, without prior written approval of the city.
- XIV. Meetings: All meetings shall be open to the public. Persons may be excluded only if their behavior is so unruly as to interfere with orderly, open proceedings and discussions.
- XV. Exhibits: Exhibits 1, 2, 3, 4 and 5 are hereby incorporated as part of this Agreement.
- XVI. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.



**EXHIBIT 1****Income limits for CDBG Funded Program, effective March 6, 2015****Kalamazoo County – Median Income \$60,200 (family of four)**

<b>Household Size</b>	<b>Extremely Low Income - 30% of Median HH</b>	<b>Very Low Income - 50% of Median HH</b>	<b>Low Income - 80% of Median HH</b>
1 Person	\$12,650	\$21,100	\$33,750
2 Person	\$15,930	\$24,100	\$38,550
3 Person	\$20,090	\$27,100	\$43,350
4 Person	\$24,250	\$30,100	\$48,150
5 Person	\$28,410	\$32,550	\$52,050
6 Person	\$32,570	\$34,950	\$55,900
7 Person	\$36,730	\$37,350	\$59,750
8 Person	\$39,750	\$39,750	\$63,600

The above income limits, which are set by the U.S. Department of Housing & Urban Development, are based on median family income for the Kalamazoo-Portage MSA, and change on an annual basis.

**SUMMARY OF BENEFITS**

**EXHIBIT 2**

**City of Portage Community Development Block Grant Program - Quarterly Subrecipient Report  
Fiscal Year: 2015-16**

NAME OF SUBRECIPIENT:		PERIOD COVERED:	FROM:	TO:
ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	BUDGETED	EXPENDED THIS REPORTING PERIOD	

**SUMMARY OF ACTIVITIES HAVING DIRECT BENEFITS**

**City of Portage Community Development Block Grant Program - Quarterly Subrecipient Report  
Fiscal Year: 2015-16**

ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	EXPENDED THIS REPORTING PERIOD	ACCOMPLISHMENTS/STATUS

**SOCIO-ECONOMIC DATA FOR NUMBER OF PERSONS OR HOUSEHOLDS SERVED BY ACTIVITY**

INCOME DATA	Number of Persons or Households Served
Extremely Low Income/30% of Median H.H. Income:	
Very Low Income/50% of Median H.H. Income:	
Low Income/80% of Median HUH. Income:	

**HEAD OF HOUSEHOLD DATA**

Female-Headed Households	Number of Persons or Households Served
Male-Headed Households	

**RACE & ETHNICITY DATA**

RACE & ETHNICITY DATA	Number of Persons or Households Served	Number of Persons or Households Served
White		White & Hispanic
Black/African American		Black/African American & Hispanic
Asian		Asian & Hispanic
American Indian/Alaskan Native		American Indian/Alaskan Native & Hispanic
Native Hawaiian/Other Pacific Islander		Native Hawaiian/Other Pacific Islander & Hispanic
American Indian/Alaskan Native & White		American Indian/Alaskan Native & White & Hispanic
Asian & White		Asian & White & Hispanic
Black/African American & White		Black/African American & White & Hispanic
American Indian/Alaskan Native & Black/African American		American Indian/Alaskan Native & Black/African American & Hispanic
Balance/Other		Balance/Other & Hispanic

**OMB Circular No. A-122**

**EXHIBIT 4**

**OMB Circular No. A-110**

**EXHIBIT 5**

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN  
FAIR HOUSING SERVICES: CDBG FUND FY 2015-16**

The CITY OF PORTAGE, a Michigan municipal corporation, 7900 South Westnedge Avenue, Portage, Michigan (hereinafter referred to as "city"), in consideration of the provision of services as specified herein, hereby agrees to provide certain public funds pursuant to 24 CFR 570 et seq., received by city as a grantee of federal assistance under the Community Development Block Grant Program of the United States Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 as amended, to the Fair Housing Center of Southwest Michigan ("the Center") upon the following terms and conditions:

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2015** and shall terminate on **JUNE 30, 2016**. All services performed by the Center and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Contractor's Address:     The Center's address is:  
  405 West Michigan Avenue, Suite 6  
  Kalamazoo, Michigan 49007
  
- III. Services to be Provided: The Center shall provide the following services as identified in the City of Portage FY 2015-16 Annual Action Plan for the Community Development Block Grant Program.
  1. Host a minimum of two fair housing presentations targeted toward Portage property owners/managers, realtors and/or financial institutions, and preferably within the City of Portage. Target Deadline: June 2016.
  2. Host a fair housing education event targeted toward Portage residents and/or business during Fair Housing Month. This event will be conducted primarily by the Center, but may be in participation with other partners. Target Deadline: April 2016. Estimated Budget: \$500.
  3. Present an overview of fair housing activities to the Human Services Board and accept a resolution at a meeting of City Council in recognition of National Fair Housing Month. Target Deadline: April 2016.
  4. Provide fair housing activities targeted toward Portage residents and/or businesses including information and referral, education and outreach, and fair housing enforcement services. Target Deadline: June 2016. Estimated Budget: \$1,500.

Nothing herein shall be interpreted as generally limiting the Center's functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with Community Development Block Grant (CDBG) funds or acting in fulfillment of this Agreement.

The Center agrees to provide office space and personal property necessary to the management of this project.

IV. Records: The Center shall maintain its records in a manner which enables the city to verify the work carried out under the “services to be provided” section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of expenditures. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained for a period not less than four (4) years after the date of the submission of the annual performance and evaluation report in which the activity is reported (i.e. September 30, 2018). The city is subject to the provisions of OMB-A-128 “Audits of State and Local Governments”. The Center, as a subrecipient of federal funds, agrees to provide the city access to any documents necessary to insure that it has complied with any regulation applicable to a subrecipient of federal funds.

Within 60 days from the termination of this Agreement, or annually, whichever is less, the Center shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with this agreement. The independent CPA shall convey to the city the findings in sufficient detail to assure compliance with OMB Circulars No. A-122 (Exhibit 1) and No. A-110 (Exhibit 2). If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit the Center’s books to determine whether there has been compliance with this Agreement.

V. Reports: The Center agrees to provide the city with status reports for the period covering the term of this Agreement with the following time schedule:

<u>For the Period</u>	<u>Due Date</u>
7/1/15 through 12/31/15	1/8/16
1/1/16 through 6/30/16	6/30/16

Each report shall include the following:

- a. Cover letter listing services provided and the time period of report.
- b. Financial Statements, including:
  - (1) Balance Sheet
  - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the “services to be provided” section of this Agreement.

VI. Compliance with HUD Requirements. The Center agrees to comply with requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations” and OMB Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations” (Exhibits 1 and 2).

VII. Certifications. The Center further gives assurances and certifies that the project will be conducted and administered in compliance with all applicable laws, ordinances, and regulations of the United States, the State of Michigan and the City of Portage, as they exist now or may later be enacted or amended, including but not limited to the regulations in Subpart K of Part 570 of the General Provisions for Community Development Block Grants, as described in Exhibit 1, except that:

1. The subrecipient does not assume the recipients environmental responsibilities described in 570.604; and
2. Only a subrecipient that is a "State agency" is required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as described in 570.606.

The Center gives assurances and certifies that all records, representations and documents will be made available to the city to enable the city to fulfill its oversight responsibilities under OMB-A-128, "Audits of States and Local Governments".

VIII. Payments by city: If the Center has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to The Center. Such payment shall be made biannually and will be equal to one-half of the CDBG Fund appropriation of **Two Thousand Dollars (\$2,000.00)**. Payments shall be made directly to the Center at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that the Center has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat the Center in default for breach of Contract and hold the Center liable.

**PROVIDED:** That, if for any reason, the Center shall be in default or breach of this Agreement or be unable to comply with same and shall as a consequence be liable to the city, the Center must satisfy the liability in a manner acceptable to the city, including, but not limited to, cash payment or surrender of materials at city's sole option and discretion.

**PROVIDED:** That, if the city, in its reasonable judgment, after reviewing documentation provided for by this Agreement or any other reliable evidence, or any combination thereof, determines that the Center has not provided the services as required under this Agreement, or is making any expenditures of funds contrary to law or this Agreement, or is otherwise in breach of this Agreement, then all payments may be immediately suspended.

IX. Project Income. Any revenue generated as a result of the use of funds provided in this Agreement shall be returned to the city.

When the project ends, if not funded in the immediately succeeding program year, any remaining funds will become the property of and be turned over to, the city. No increment for profit, or other increment above cost, is allowed.

Upon termination of this agreement, if the Center ceases to use any asset acquired with CDBG funds for the purpose described in the Agreement, the Center shall either pay to the city the fair market value of the asset or transfer control of the asset to the city.

- X. Relationship of the Parties. Neither of the respective parties hereto, nor any of their respective employees, officers, or agents is the agent, officer, or employee of the other party.

The Center and its officers, agents and employees and all subcontractors, and their officers, agents, and employees at all times shall be considered as independent contractors and not as city employees. The Center shall exercise all supervisory control and general control over all workers' duties, payment of all wages to The Center employees, and the right to hire, fire and discipline all employees. As an independent contractor, the Center's payment under this Agreement shall not be subject to any withholding for tax, social security, or other purposes, nor the Center, or its officers, agents or employees or any subcontractor or its officers, agents and employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, worker's or unemployment compensation, or the like from the city.

- XI. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the

indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

- XII. Tax Exempt: The Center shall notify the city in writing, within thirty (30) days, of any change in its status as a tax-exempt organization pursuant to IRS 501 (c)(3).
- XIII. Insurance: The contractor shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject the Center to the loss of the contract in accordance with the provision of default.

The Center shall provide the city ten (10) days advance notice of any change or cancellation in any insurance required by this Agreement. The Center shall provide the city with a copy of all such policies prior to the city providing The Center with the first payment under the terms of this Agreement.

- XIV. Binding: The obligation of the parties hereto shall bind all their successors and assigns and The Center shall not assign its right to receive any sums herein provided, without prior written approval of the city.
- XV. Meetings: All meetings shall be open to the public. Persons may be excluded only if their behavior is so unruly as to interfere with orderly, open proceedings and discussions.
- XVI. Exhibits: Exhibits 1 and 2 are hereby incorporated as part of this Agreement.
- XVII. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or

indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

**XVIII. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

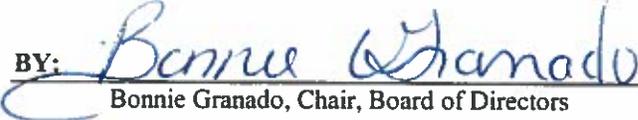
**XIX. Suspension and Termination:** In accordance with 24 CFR 85.43 suspension or termination may occur if the sub-recipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN**  
405 West Michigan Avenue, Suite 6, Kalamazoo, MI 49007

BY:   
Robert Ells, Executive Director

DATE: 6/4/2015

BY:   
Bonnie Granado, Chair, Board of Directors

DATE: 6/4/2015

**GRANTOR: CITY OF PORTAGE**  
7900 South Westnedge Avenue, Portage, MI 49002

BY: \_\_\_\_\_  
Laurence Shaffer, City Manager

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
DATE:  6/9/15

**OMB Circular No. A-122**

**OMB Circular No. A-110**

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** City Attorney Legal Services Contract

**ACTION RECOMMENDED:** That City Council accept the proposal to renew the current legal services contract with Attorney Randall L. Brown & Associates for City Attorney services, approve an extension to the current contract through August 30, 2015 and /or authorize the City Manager to solicit informal proposals for City Attorney services.

The current contract with Randall L. Brown and Associates expires on June 30, 2015. A proposal from City Attorney Brown to renew the contract for a period of five years at no cost increase is attached. The firm of Randall L. Brown & Associates has provided excellent service to the city. Attorney Brown and his staff are extensively familiar with city ordinances, boards and commissions, policies of the Council and departmental operations.

Through the five-year term of the previous agreement, Randall L. Brown & Associates maintained services to the city at no cost increase, with the exception of a \$25,000 annual increase approved by the Council for fiscal years 2013-2014 and 2014-2015 due to the closure and relocation of the district court from Portage to downtown Kalamazoo and the associated additional expenses. Over the last ten years, City Attorney expenses have increased by only an average of .7% per year, the aforementioned amendment notwithstanding.

**City Attorney Expenses  
2005-2006 to 2014-2015**

<b>Fiscal Year</b>	<b>Annual Contract Payment</b>
2014-2015	\$ 225,728.00
2013-2014	\$ 225,728.00
2012-2013	\$ 200,728.00
2011-2012	\$ 200,728.00
2010-2011	\$ 200,728.00
2009-2010	\$ 200,728.00
2008-2009	\$ 200,728.00
2007-2008	\$ 200,728.00
2006-2007	\$ 194,882.00
2005-2006	\$ 187,387.00

Attorney Brown and his team offer excellent service and extensive institutional memory at a price that I believe is the best that can be achieved. A survey of a number of Michigan municipalities' legal services costs is summarized below (see full survey attached).

City	In / Out	Current Contract / Budget Costs	Population
Battle Creek	In-house	6 FTE 2014-2015 Budget = <b>\$908,000</b>	51,848
Kalamazoo	In-house	6 FTE 2015 Budget = <b>\$634,981</b>	75,548
Livonia	In-house	6 FTE 2014-2015 Budget = <b>\$595,539</b>	95,208
East Lansing	Outsourced	2014-2015 Fee Schedule = <b>\$506,547</b> General Retainer - \$119 / hr. District Court - \$68 / hr. Trials - \$107.50 / hr. General Litigation - \$133.50 / hr. Costs / Expenses - \$12,000	48,579
Kentwood	Outsourced	2013-2014 Actual = <b>\$440,242.70</b> 2014-2015 Through April = <b>\$352,052.55</b>	50,233
Novi	Outsourced	2014-2015 Expenses = <b>\$377,000</b> Partners - \$130 / hr. Senior Associates - \$125 / hr. Associates - \$110 / hr.	57,960
Wyoming	Outsourced	12 Month Actual = <b>\$279,230</b> General Work - \$130 / hr. Code Enforcement/District Court - \$110 / hr.	74,100
Portage	Outsourced	2014-2015 Contract = <b>\$225,728</b>	47,523

While the data above indicates that the City of Portage is receiving legal services at an excellent value, it may be prudent to further validate the value being received. Therefore, it is recommended that City Council accept the proposal to renew the current legal services contract with Attorney Randall L. Brown & Associates for City Attorney services, approve an extension to the current contract through August 30, 2015 and authorize the City Manager to solicit proposals for City Attorney services.

**FUNDING:** Funding for City Attorney services is programmed in the 2015-2016 General Fund budget.

**Attachments:** Contract Renewal Proposal from Attorney Randall L. Brown  
 Survey of Municipal Legal Services Contract

## Survey of Municipal Legal Services Contracts

City	Contact Person	Attorney / Firm	2010 Contract / Budget Costs	Current Contract / Budget Costs
Battle Creek In-house	Jill Steele, City Attorney (269) 966-3378	n/a	6 FTE 2009-2010 Budget = \$680,000	6 FTE 2014-2015 Budget = \$908,000
Kalamazoo In-house	Clyde Robinson (269) 337-8185 <a href="mailto:cokattorney@kalamazoo-city.org">cokattorney@kalamazoo-city.org</a>	n/a	8 FTE 2010 Budget = \$881,902	6 FTE 2015 Budget = \$634,981
Livonia In-house	Donald L. Knapp, Jr., Law Department Head (734) 466-2520	n/a	5 FTE, 2 PTZ 2009-2010 Budget - \$665,149	6 FTE 2014-2015 Budget = \$595,539
East Lansing Outsourced	Website <a href="http://www.cityofeastlansing.com/1000/City-Attorney">http://www.cityofeastlansing.com/1000/City-Attorney</a>	Thomas M. Yeadon McGinty, Hitch, Housefield, Person, Yeadon & Anderson, P.C (517) 351-0280	2009-2010 Fees = \$475,000	2014-2015 Fee Schedule = \$506,547 General Retainer - \$119 / hr. District Court - \$68 / hr. Trials - \$107.50 / hr. General Litigation - \$133.50 / hr. Costs / Expenses - \$12,000
Kentwood Outsourced	Rich Houtteman, Deputy Administrator (616) 554-0770 <a href="mailto:houttemanr@ci.kentwood.mi.us">houttemanr@ci.kentwood.mi.us</a>	Jeff Sluggett Bloom Sluggett Morgan, PC (616) 965-9340	\$165 - \$225 per hour Budget = \$485,000	2013-2014 Actual = \$440,242.70 2014-2015 Through April = \$352,052.55
Novi Outsourced	Melissa Place, Administrative Assistant (248) 347-0478 <a href="mailto:mplace@cityofnovi.org">mplace@cityofnovi.org</a>	Thomas Schultz Johnson, Rosati, Schultz & Joppich (248) 489-4100	2009-2010 Budget = \$436,990 Partners - \$130 / hr. Senior Associates - \$110 / hr. Associates - \$110 / hr.	2014-2015 Expenses = \$377,000 Partners - \$130 / hr. Senior Associates - \$125 / hr. Associates - \$110 / hr.
Wyoming Outsourced	Laura (CMO) (616) 530-7272 <a href="mailto:JacksonL@wyomingmi.gov">JacksonL@wyomingmi.gov</a>	Jack Sluiter Sluiter VanGessel & Carlson (616) 531-5811	2009-2010 Budget = \$300,000	12 Month Actual = \$279,230.22 General Work - \$130 / hr. Code Enforce./District Court - \$110 / hr.
Portage Outsourced		Randall Brown Randall L. Brown & Associates (269) 323-8812	2009-2010 Contract = \$200,728	2014-2015 Contract = \$225,728 <sup>1</sup>

<sup>1</sup> \$25,000 increase due to the closure and relocation of the district court from Portage to downtown Kalamazoo and associated additional expenses.

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Southwest Michigan First -- Economic Development in the City of Portage

**ACTION RECOMMENDED:** That City Council authorize payment in the amount of \$25,000 to Southwest Michigan First to support economic development activities in the City of Portage and authorize the City Manager to execute all documents related to the matter.

As part of the February 10, 2015 Committee of the Whole Meeting, the City Council indicated its desire to engage in a stimulated and more active effort to promote economic development in the city. With that in mind, negotiations with Southwest Michigan First (SMF) have taken place over the last few months in order to define very specific activities that SMF might undertake on behalf of the City of Portage – or in partnership with the City of Portage – to improve the economic profile and stimulate further growth in the city. As part of the contract, SMF would:

- Provide ongoing and annual consultations between the City Manager and the CEO of SMF.
- Initiate a review of current processes, best practices and effectiveness of local incentive packages and how the City of Portage and SMF can work together to attract entities to the City of Portage.
- Assist with job creation and tax-based development with the specific goal to ensure that SMF and the City of Portage utilize resources in a coordinated fashion to effectuate positive growth in the city.
- Facilitate monthly updates between the City Manager and a SMF Jobs Team representative to discuss current projects and strategies in order to encourage development in the city.

The goal of these initiatives is to forge a much closer bond with SMF and offer Portage the best opportunity to compete for new projects in the region, resulting in an enhanced tax base and new jobs. In consideration of these activities, it is recommended that City Council authorize payment in the amount of \$25,000 to Southwest Michigan First to support economic development activities in the City of Portage and authorize the City Manager to execute all documents related to the matter.

**FUNDING:** Sufficient funding is available in the 2014-2015 General Fund

**Attachments:**

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Purchase of 800MHz Radios for Fire Division

**SUPPORTING PERSONNEL:** Richard J. White, Public Safety Director – Police/Fire Chief

**ACTION RECOMMENDED:** That City Council authorize the purchase of thirteen 800MHz Motorola Radios from Motorola Solutions, Inc of Schaumburg, Illinois through the State of Michigan purchasing program (MiDeal) at a cost not to exceed \$43,075 and authorize the City Manager to execute all documents related to the purchase.

The Portage Department of Public Safety operates on a 150MHz base radio system for communication purposes. In addition, the Fire Division maintains a set of 800MHz portable radios for use when communicating with the City of Kalamazoo during emergency operations, initial aid incidents and mutual aid incidents. The current 800MHz portable radios are nearly 10 years old and have reached the end of serviceable life.

Pricing has been received for thirteen new 800MHz from Motorola Solutions, Inc of Schaumburg, Illinois, a designated vendor for the State of Michigan purchasing program (MiDeal). Therefore, it is recommended that that City Council authorize the purchase of thirteen 800MHz Motorola radios from Motorola Solutions, Inc. through the State of Michigan purchasing program (MiDeal) at a cost not to exceed \$43,075 and authorize the City Manager to execute all documents related to the purchase.

**FUNDING:** Sufficient funding is budgeted and available in the 2014/2015 Fire Division operational budget for this purchase

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Garden Lane #5 Well Pump Replacement and Motor Rehabilitation

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

**ACTION RECOMMENDED:** That City Council award a sole-source contract for the Garden Lane #5 Pump Replacement and Motor Rehabilitation project to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$27,659 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

In 1997, City Council approved a five-year contract with United Water, formerly Earth Tech, Incorporated, for management and operation of the City of Portage water and wastewater utility systems. On January 9, 2007, City Council approved the second five-year renewal of the United Water services contract. As part of the second five-year renewal, a rehabilitation versus replacement component was added to the contract. After routine cleaning and inspection of a production well, United Water is responsible for obtaining quotes for the required repair and/or replacement of well pumps and motors. If the cost to rehabilitate a pump and motor is greater than 70 percent of the replacement cost and the pump and motor have been in service for more than 20 years, the city is responsible for the cost of the maintenance or replacement of the pump and motor.

On June 8, 2015, at the request of United Water, Peerless Midwest, Incorporated, inspected the pump and motor at Garden Lane #5 and subsequently submitted a quote in the amount of \$27,659 to replace the pump and rehabilitate the motor. It was determined that the cost to rehabilitate the pump and motor is greater than 70 percent of the replacement cost. The pump and motor were installed in 1985 and have been in service more than 20 years.

Due to the security and public health nature of the water system, precautions must be taken when allowing access and maintenance to the water system. Peerless Midwest, Incorporated, has the expertise and appropriated safety protocols for working on the water system and is the sole-source vendor for this project. Peerless-Midwest, Incorporated has all the required material in stock to install the new pump and overhaul the motor promptly and the price quoted is reasonable for the material and work required. Sufficient funds are available to finance this project in the water operating budget.

Therefore, it is recommended that City Council award a sole-source contract for the Garden Lane #5 Pump Replacement and Motor Rehabilitation project to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$27,659 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

**FUNDING:** 2014 – 2015 Water Operating Fund

**Attachments:** Peerless Midwest, Incorporated Quote



June 12, 2015

United Water  
7701 S Westnedge  
Portage, MI 49002

Attn.: Mr. David Jones

Re: Garden Lane # 5

Dear Dave:

As you are aware, we have pulled the # 5 well pump at Garden Lane. We have the equipment tore down in our shop and have completed our inspection.

There is very little for us to work with here as far as overhaul is concerned. The cast iron bowl assembly castings are eroding at the bolt holes and the inside vanes. The complete assembly is recommended for replacement.

With regard to the column pipe, the butts are leaking which is evidenced by iron running down the outside. The entire 120' length should be replaced. The lineshafting is stainless and can be reused. New couplings and the other typical normal wearing parts are needed. The motor will need a complete overhaul.

The cost for the materials needed to successfully complete this project will be \$24,515. The cost if this unit were going to be replaced 100% with all new materials would be \$27,659.

We have all of the needed materials in stock and would be able to complete the project within 1-2 weeks.

We appreciate the opportunity. Please contact us if you should have any questions, or if we can be of assistance to you in any way.

Very truly yours,

PEERLESS-MIDWEST, INC.

Michael J. Williams

MJW/ks

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** July 7, 2015 City Council Meeting – Change in Meeting Time

**ACTION RECOMMENDED:** That City Council approve an exception to the City Council Rules of Order and Procedure by changing the meeting time for the July 7, 2015 City Council Meeting to 5:00 p.m. and authorize the City Manager to appropriately notice the meeting time change.

As the Council is aware, the United States Army Field Band & Soldiers' Chorus will be performing at the Overlander Bandshell on Tuesday, July 7, 2015 at 7:00 p.m. This event is sponsored by the City of Portage Parks & Recreation division. A regularly scheduled City Council meeting is also set for this date, beginning at 7:30 p.m. As a number of Councilmembers expressed a desire to attend the concert, the Council was polled as to the option of rescheduling the Council meeting to a time that does not conflict with the concert. A majority of the Council (5 of 7 members) expressed a desire to reschedule the Council meeting to Tuesday, July 7, 2015 beginning at 5:00 p.m., with the minority wishing to hold the meeting at its regularly scheduled time.

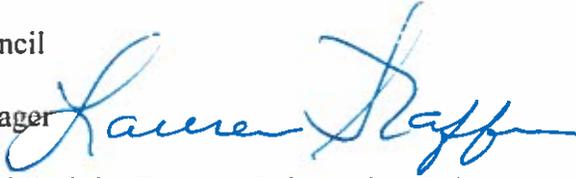
Therefore, it is recommended that City Council approve an exception to the City Council Rules of Order and Procedure by changing the meeting time for the July 7, 2015 City Council Meeting to 5:00 p.m. and authorize the City Manager to appropriately notice the meeting time change. The Council Rules of Order and Procedure require the affirmative vote of five (5) Councilmembers to approve the exception and change the meeting time.

To further advise the public, the July *Portager* will include a notification of this time change, a news release will be issued and a news article will be posted to the City News section of the city website. Finally, any members of the public who may have business scheduled before the Council will be personally notified of the time change as well.

**FUNDING:** Not Applicable

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** May 2015 Environmental Activity Report – Information Only

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

Attached please find the May 2015 Summary Environmental Activity Report from Department of Transportation & Utilities Director, W. Christopher Barnes, P.E. New material or material of specific interest to City Council is presented in italics.

City Council has a quality of environment goal to "*enhance environmental quality and protect natural resources.*" The summary report is intended for informational purposes and to keep the Council, Planning Commission and Environmental Board apprised of current environmental issues.

**FUNDING:** N/A

**Attachments:** May 2015 Environmental Activity Report

SUMMARY ENVIRONMENTAL ACTIVITY REPORT  
 May 2015 (*updates in italics*)

<u>Project/Activity</u>	<u>Description</u>	<u>Status</u>
Portage City Landfill	Ongoing groundwater monitoring of former municipal landfill.	-Beginning in 1991, South Westmedge Park (landfill) has been monitored for on-site and off-site contamination. On July 23, 2013, City Council approved a three-year contract with American Hydrogeologic Corporation (AHC) to perform annual groundwater sampling. The site groundwater data will continue to be monitored to confirm continuation of the natural attenuation process. General groundwater quality continues to improve, but site will require monitoring for the foreseeable future. Initial groundwater and methane results indicate no off-site impact. AHC currently compiling MDEQ sampling requirement costs necessary for closure at the former landfill site. Weekly methane sampling is continuing on-site to collect base line data. AHC is completing the installation of private methane detection devices at several adjacent properties. Soil boring installation was completed on May 28, 2014. Current methane readings have been below detection levels. <i>The 2<sup>nd</sup> year of AHC's contract is underway with annual report pending.</i>
Site Inspection/Development Project Review	Review of existing business & industries and review of proposed business and industrial development projects for environmental protection purposes and/or building plans completed.	-Coordination with property owners and City or State agencies ongoing. <i>-Review of 2 site/building plans and/or plats completed in May 2015.</i>
Sewer Connection Program	Groundwater protection program requiring residential/business hookup to the sanitary sewer where available.	<i>-Sanitary sewer hookup permits issued in May 2015: 2 residential; 1 commercial.</i>
West Lake Management Program	Special assessment district designed to maintain/improve lake conditions. Special emphasis on weed control and non-point source pollution reduction.	-Five Year Lake Management Assessment District process was approved by City Council. Permitting complete for the 2015 season. Treatment to be performed by Aquatic Services, Inc. The Association has selected to use Restorative Lake Sciences, LLC for consulting services for 2015. Treatment application schedule for mid-June. Follow-up inspection of treatment will be done by Restorative Lake. The West Lake Improvement

association has completed a five year plan for a new special assessment district. Special assessment process for 2015-2019 began on August 26, 2014. Resolution No. 5 completing the assessment was adopted October 21, 2014. Year-end report by the consultant is complete. The 2015 weed treatment bids were received on February 24, 2015. *City Council approved weed treatment at the April 10, 2015 meeting to Professional Lake Management Company. Treatment is scheduled for June.*

-Historical monitoring continues to show minor impacts at most basins. From 1993 through 2009 the monitoring program showed stable groundwater impacts due to storm water infiltration. Alternative road salt practices continue to be considered and evaluated. The 2013 report was received noting minimal impacts. The 2013 report is available on the website for public information. Bids were received for a new four year program on April 16, 2014. The low bidder, Nova Consultants, was awarded a four-year contract by City Council on April 29, 2014. Monitoring performed in July 2014 and October 2014. Monthly sampling at two retention basins continues. *Current findings show a rise in groundwater levels of approximately six inches over 2014 levels.*

-Current Wellhead Protection was approved March, 2001. Staff has met internally to discuss the future needs to update the plan pending grant opportunities. Staff participated in a MDEQ Water Supply Emergency planning roundtable on June 10, 2013. Update of the program has been initiated as part of the Water Reliability Study in conjunction with Fishbeck, Thompson, Carr & Huber update work currently underway. Wellfield delineation completed. Engineering intern has completed contamination source inventory. Final report preparation has been submitted to the Michigan Department of Environmental Quality for review and approval.

-City Council awarded contract on August 21, 2001 to Soil & Materials Engineers for monitoring and analysis of groundwater impact of the new compost operation. Drilling was completed in October 2001 and first sampling cycle was completed in February 2002. Semi-annual sampling was performed from 2002 to 2008 in June and January. Sampling and analysis results continue to show negligible groundwater impacts from the

Retention Basin Sampling Program (Groundwater Elevation)  
Investigation regarding potential impact of retention basins on groundwater levels.

Wellhead Protection Program (WHPP)  
Development of program to protect City well fields and surrounding area from contamination resulting from improper land use.

Leaf Compost Monitoring Program  
Monitoring and analysis of groundwater at the new Oakland Drive Leaf Compost site.

leaf composting. Sampling schedule was reduced to annual sampling in 2009 with results showing continued minor impact on groundwater quality. Sampling completed in June 2014, with report submitted. No significant change in groundwater impacts. *Next report due in June 2015.*

National Pollution Discharge Elimination System (NPDES) Permit Implementation	Five year plan to implement the current NPDES stormwater permit.	-Received NPDES general permit on August 15, 2001. Renewal Application submission was made to MDEQ on March 7, 2003. New permit received in 2004 mandates involvement in several county watershed groups. City staff completed the submission of a Storm Water Pollution Prevention Initiative (SWIPPI) as required by NPDES permit. New certificate of coverage permit was issued by MDEQ on September 30, 2009. New permit covers a 5 year timeframe with first work item (updating the Public Participation Plan) completed December 11, 2009. Received a notice from MDEQ rescinding the 2008 permit due to a recent court case ruling. MDEQ reinstated the 2003 permit for implementation. Information on new permit requirement was received in February 2011. MDEQ expected to issue new permit in 2014. MDEQ scheduled an audit of the program on July 12, 2012. Audit completed with satisfactory results. City website updated in February to provide education of Illicit Storm Water Discharge. Program implementation is ongoing. Annual 2012-13 report was submitted on December 24, 2013. Comments received back have been reviewed by staff and response submitted to MDEQ. MDEQ concurred with city staff response. New permit application process announced in November 2014. New permit application was submitted in March 2015.
National Pollution Discharge Elimination System (NPDES) Permit Implementation	Kalamazoo River Mainstream Watershed Management Plan	-First meeting was held September 17, 2004. Proposals for completing the watershed plan were received by Kalamazoo County on September 15, 2005 and a contract awarded to Kieser & Associates in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. Review comments received from MDEQ and revised watershed plan due in December 2006. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Kalamazoo River Watershed council completed a watershed update in November, 2011. No new developments.

## Portage River Watershed Management Plan

-Public participation plan submitted June 28, 2004. Proposals for a Watershed Management Plan were received by the Kalamazoo County Road Commission and a contract awarded to the Kalamazoo County Conservation Service in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Based upon MDEQ comments, the plan was revised and resubmitted on December 21, 2009. Interest has been raised by local conservation groups to update the Watershed Plan using grant funds. Grant application submitted by Kalamazoo and Calhoun County Conservation District to update the Watershed Plan in 2012. Grant for watershed update was awarded to Calhoun County Conservation District. First kick-off meeting held December 13, 2012 to introduce working partners and information gathering. A meeting was held on March 12, 2013 to discuss the designated uses of the Portage River/Little Portage Creek watershed, the total maximum daily load of E-coli from samples taken and a review of community ordinances and policies that help protect the Watershed. Meeting held on June 11, 2013 to discuss identified water quality problems in the watershed. Meeting held on December 11, 2013 to inform stakeholders of progress on data collection. Canoe trip inspection was held on September 13, 2014. No new developments.

## Plan to implement and maintain an Illicit Discharge Elimination Program (IDEP) Storm Sewer Outfall Testing.

-On February 19, 2002, City Council approved a new ordinance as required by the NPDES permit titled "Storm Water Illicit Discharges and Connections." Program implementation is ongoing. Continued outfall sampling is required by permit and will be budgeted accordingly. IDEP program was updated for submittal to MDEQ on June 25, 2010, and part of the SWIPPI. Completed an area-wide brochure to educate the public on Illicit Storm Water Discharges in conjunction with the Kalamazoo County Drain Commissioner. On April 29, 2014 City Council awarded a contract to Nova Consultants, Inc., to perform annual investigations of storm outfalls and investigate all outfalls on a four-year cycle. Investigations scheduled for 2014 were completed in July with summary report received. Report will be submitted to MDEQ as part of the annual report. *Next report due in July 2015.*

Garden Lane Arsenic Removal Facility	<i>Native Prairie Restoration</i>	Staff currently working with the Environmental Board on informative signs and long-term maintenance plans for the native planting landscape design in front of the Garden Lane Treatment Plant. New informational sign design for three signs is complete and sign fabrication is underway.
Environmental Incident/Spill Clean Up Notification	Environmental Protection Program to assist Portage Police/Fire Departments with spill containment and spill cleanup.	Emergency spill response contract for 2014-15 with Terra Contracting has been renewed. <i>The number of environmental incident/spill investigations performed in May – 0. Number of environmental cleanups in May – 0. 2015.</i>
Southwest Michigan Regional Sustainability Covenant	Collaborative effort with local government, academic, and other stakeholders to lead toward environmental, economic and social sustainability.	On May 12, 2009, City Council approved the Southwest Michigan Regional Sustainability Covenant. A sustainability work session was held April 14, 2010, to review elements of the covenant in cooperation with the City of Kalamazoo and the City of Battle Creek. A grant application was made to MDEQ for a greenhouse gas inventory study of the area. Notice received July 15, 2010 that the grant application was not successful. City staff attended a September 10, 2010 meeting in Grand Rapids to discuss sustainable economic, environment, and society programs. No new developments.

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** West Osterhout Avenue Reconstruction Project – Bid Tabulation

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

**ACTION RECOMMENDED:** That City Council award a construction contract for the West Osterhout Avenue Reconstruction Project to Michigan Paving & Materials Company of Kalamazoo, Michigan in an amount not to exceed \$995,833.55 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2014 – 2015 Capital Improvement Program provides funding for the reconstruction of West Osterhout Avenue from Shaver Road to South Westnedge Avenue. The project entails the installation of sanitary sewer from Lloy Street to South Westnedge Avenue as well as the pavement reconstruction and shoulder widening of the entire project length (Shaver Road to South Westnedge Avenue) and construction of dedicated left-turn pockets at the West Osterhout Avenue/South Westnedge intersection. The Special Assessment resolution #5 (final) for the sanitary sewer installation was adopted by City Council on March 10, 2015.

On June 5, 2015, bids for the construction work were received from five contractors with the low bid being submitted by Michigan Paving & Materials Company of Kalamazoo, Michigan in the amount of \$995,833.55. On March 24, 2015, City Council approved the transfer of Federal Surface Transportation Funds from the West Osterhout Reconstruction Project to the South Westnedge Avenue Reconstruction project (Mall Drive to Dawnlee Avenue) due to a funding shortfall. At the time of the fund transfer, the City Administration was hopeful that West Osterhout Avenue Reconstruction project could be completed within the current budgeted funds. With bids coming in favorable, the West Osterhout Avenue Reconstruction project is able to be funded through additional surplus general fund paving monies without any additional appropriations.

Michigan Paving and Materials has successfully completed many similar projects for the city. If awarded, the project construction will begin in July 2015 and be completed by October 2015. Therefore, it is recommended that City Council award a construction contract to Michigan Paving & Materials Company for the West Osterhout Avenue Reconstruction Project in the amount not to exceed \$995,883.55 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

**FUNDING:** Funds are budgeted in the 2014 – 2015 Capital Improvement Program Sanitary Sewer, Major Street Reconstruction fund and surplus General Fund paving accounts for this expenditure.

**ATTACHMENTS:** Bid Tabulation

BID TABULATION  
WEST OSTERHOUT AVENUE IMPROVEMENTS

<u>Bidder</u>	<u>Bid</u>
Michigan Paving & Materials 2300 Glendenning Rd. Kalamazoo, MI 49001	\$995,833.55
Peters Construction Co. 3325 E. Kilgore Rd. Kalamazoo, MI 49001	\$1,053,650.59
Balkema Excavating, Inc. 1500 River Street Kalamazoo, MI 49048	\$1,106,507.75
Hoffman Brothers, Inc. 8574 Verona Rd. Battle Creek, MI 49014	\$1,168,451.82
James E. Fulton & Sons, Inc. 2516 Miller Road Kalamazoo, MI 49001	\$1,485,401.65

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Park Asphalt Trail Repairs Contract – Bid Tabulation

**SUPPORTING PERSONNEL:** Rod Russell, Director of Public Services

**ACTION RECOMMENDED:** That City Council accept the low bid in the amount of \$53,329.47 from A1 Asphalt, Incorporated to provide repairs to park asphalt trails and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2015-2016 Capital Improvement Program Budget includes funding to repair sections of asphalt trails within the parks system that have deteriorated due to cracking. Routine asphalt surface maintenance is required on park trails to maintain a safe and smooth surface for pedestrians. Asphalt trail repairs are scheduled in South Westnedge Park, West Lake Nature Preserve, Schrier Park and Lakeview Park.

Bids were requested for these planned park asphalt repairs and a total of two bids were received on June 18, 2015. The low bid in the amount of \$53,329.47 was submitted by A1 Asphalt, Incorporated of Wayland, Michigan. A1 Asphalt, Incorporated has performed these type of repairs successfully for the city in the past. It is recommended that a contract be awarded in the amount of \$53,329.47 to A1 Asphalt, Incorporated to perform park trail asphalt repairs and that the City Manager be authorized to execute all documents related to the contract on behalf of the city.

**FUNDING:** Funding for the park asphalt trail repairs are available in the Fiscal Year 2015-2016 Capital Improvement Program Budget.

**Attachment:** Bid tabulation

BID TABULATION  
PARK ASPHALT TRAIL IMPROVEMENTS

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
				A-1 Asphalt, Inc. 4634 Division Wayland, MI 49348		Belden USA 425 E. High St. Jackson, MI 49203	
1	Cold Mill HMA Surface	SYD	289	\$40.28	\$11,640.92	\$95.00	\$27,455.00
2	Replace w/220#SYD 36A HMA	TONS	59	\$205.78	\$12,141.02	\$444.00	\$26,196.00
3	3" Overband Crack Sealing	LBS	2,570	\$6.24	\$15,412.80	\$3.75	\$9,262.50
4	Seal Coating	SFT	85,665	\$0.165	\$14,134.73	\$0.12	\$10,279.80
				GRAND TOTAL			\$73,193.30



**MATERIALS TRANSMITTED**

Tuesday, May 26, 2015

1. Communication from the City Manager regarding collection programs on private streets: communication with property owners – Information Only.

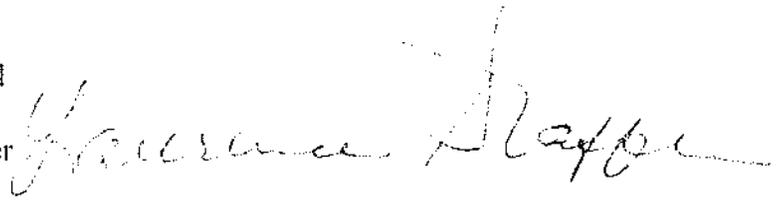
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Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Collection Programs on Private Streets – Communication with Property Owners

Councilmember Reid recently inquired about the communication that was sent to property owners along private streets relative to the city's collection programs. Specifically, she questioned whether the communication inviting property owners to attend the public forums in February was sent to owners of traditional residential homes (as opposed to condominiums). In response, the attached map depicts all of the residential properties on private streets, including apartment complexes, condominiums, manufactured housing parks and residential private homes.

When determining the type of properties to which the city might extend the collection programs, apartment complexes were eliminated based on commercial, for-profit nature of the properties. In addition, it was determined that letters would be sent to the management companies of the two manufactured housing parks, rather than to the owners of the residential units within these parks. As a result, letters were sent to property owners of condominiums and traditional residential homes on private streets. In total, 1,011 letters were mailed, including 114 to property owners of traditional residential homes on private streets. As information, a distinction was made between private streets and private or shared driveways, many of which are gravel surfaces that are not accessible by the large equipment and which serve only up to three or four homes. As an example, properties addressed as 1310, 1442, 1432 and 1402 West Osterhout are served by a shared gravel driveway with access from West Osterhout Avenue.

I trust this information is helpful; however, should a Councilmember have a question as to a specific address, staff would be happy to research whether a letter of invitation to the February public forum was sent.

**Attachments:** Residential Properties on Private Streets Map

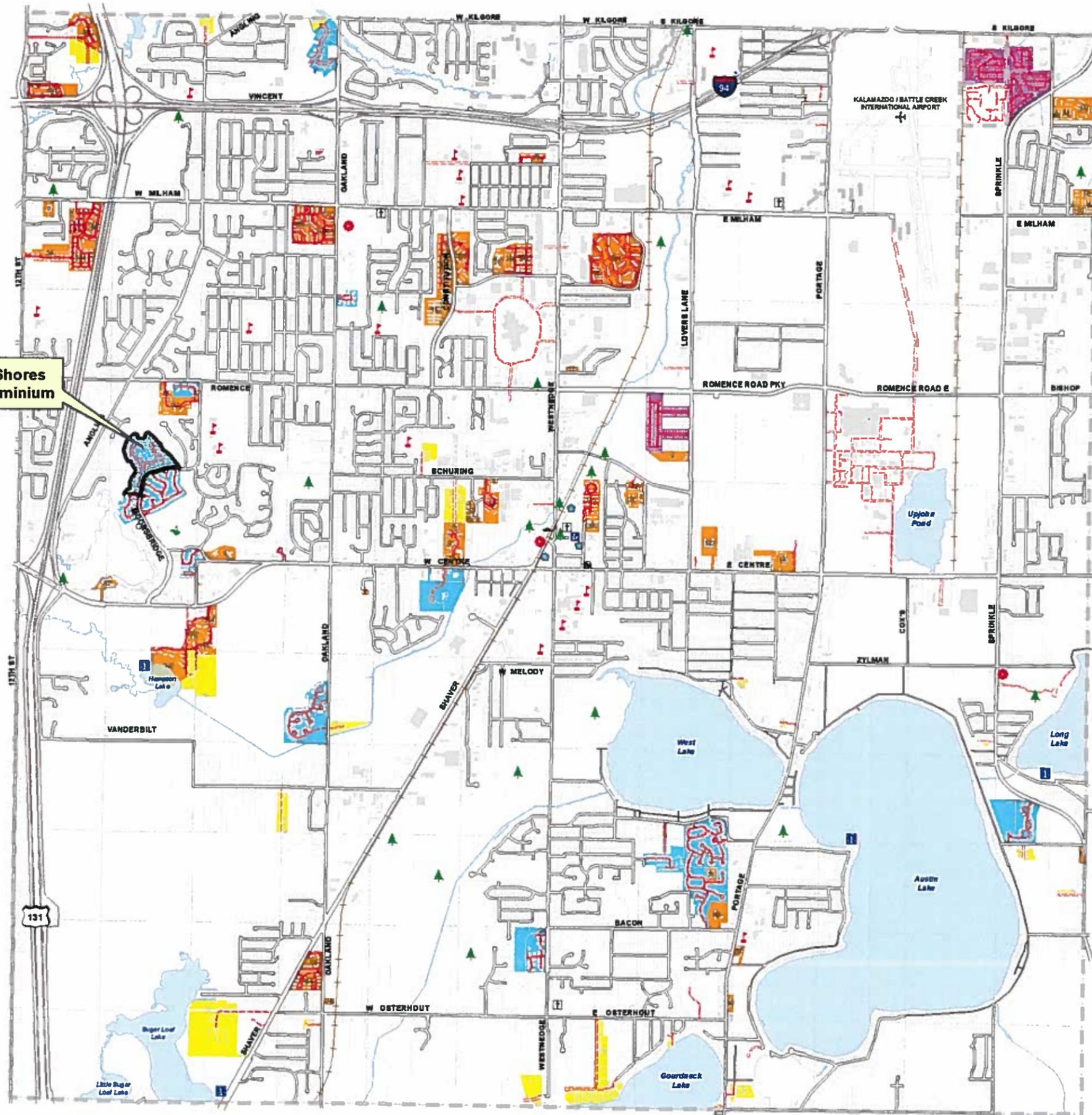
## Residential Properties on Private Streets

### Legend

- Private Streets
- Apartments with Private Streets
- Condominiums (Site or Traditional) with Private Streets
- Manufacture Housing Parks with Private Streets
- Residential Properties on Private Streets

Total Taxable Value = \$156,195,642  
 1223 Taxable Properties in total

Oak Shores Condominium



1 inch = 3,343 feet



## MATERIALS TRANSMITTED

Tuesday, June 9, 2015

1. Communication from the City Manager regarding the sale of city property at 10323 Archwood Drive (Agenda Item F.3) – Information Only.
2. Communication from the City Manager regarding current construction project updates – Information Only.

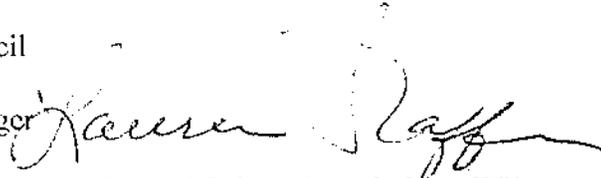
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Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Sale of City Property – 10323 Archwood Drive (Agenda Item F.3)  
Information Only

With regard to the recommended sale of city property at 10323 Archwood Drive and the reference to the potential installation of water and sewer utilities along Archwood Drive and Cliffwood Avenue, Councilmember Urban inquired as noted below:

1. Requested the results of the traditional postcard survey of affected residents. (A total of 12 properties would be affected, one of which is the subject property owned by the city. That property is not considered in the results of the survey.)

	Property Address	Water		Sewer	
		Yes	No	Yes	No
1.	125 Cliffwood Avenue	✓		✓	
2.	127 Cliffwood Avenue	✓*		✓	
3.	202 Cliffwood Avenue		✓		✓
4.	207 Cliffwood Avenue		✓		✓
5.	217 Cliffwood Avenue		✓		✓
6.	227 Cliffwood Avenue	No Response		No Response	
7.	10303 Archwood Drive	✓		✓	
8.	10314 Archwood Drive		✓		✓
9.	10315 Archwood Drive		✓		✓
10.	10322 Archwood Drive	✓		✓	
11.	10329 Archwood Drive		✓		✓
	<b>Total</b>	<b>4</b>	<b>6</b>	<b>4</b>	<b>6</b>

\* While the water survey card was not received from 127 Cliffwood Avenue, the property owners have repeatedly requested the installation of water and sewer via previous postcard surveys and phone calls to the Department of Transportation & Utilities.

2. Requested confirmation that nothing in the offering documents or the sales agreement for the lot bind the City to installing water and/or sewer.
  - No assurances have been made to the proposed purchaser of 10323 Archwood Drive or any property owner on Archwood Drive or Cliffwood Avenue as to the installation of water and/or sewer utilities. The survey results do not accelerate or impede the programming of such a project in future CIP budgets.

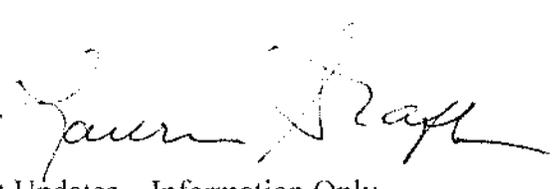
Finally, please note that the average taxes paid for existing and improved properties on Archwood is just over \$3,000 per year. The following information identifies how that average was computed. Additional taxes represent another reason why the City Council might approve the sale of said property.

<b>Property Address</b>	<b>Parcel Number</b>	<b>2015 SEV</b>	<b>March BOR Taxable</b>	<b>2014 Taxes Paid</b>
10303 Archwood	10-05820-005-O	\$69,500	\$67,096	\$2,580.64
10315 Archwood	10-05820-006-O	\$102,200	\$98,348	\$3,782.69
10329 Archwood	10-05820-008-O	\$74,600	\$70,544	\$2,713.27
10322 Archwood	10-05820-009-O	\$89,400	\$83,683	\$3,218.61
10314 Archwood	10-05820-010-O	\$92,100	\$88,464	\$3,402.48
202 Cliffwood	10-05820-011-O	\$77,800	\$74,838	\$2,878.42
	<b>Average Values</b>	\$84,266	\$80,495	\$3,096.02

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager

**SUBJECT:** Current Construction Project Updates – Information Only



As an addition to the construction update provided in the City Council packet, allow this information to serve as the most recent report of the status of the various road reconstruction projects in the city.

1. South Westnedge Avenue – The east side of South Westnedge Avenue will be complete next week and the flip over of traffic will occur on June 26. The completion of water components on the west side continues. The east side will be striped temporarily in order to facilitate a safe traffic environment. The entire project should be complete by the first week in August – ahead of schedule.
2. Oakland Drive -- Paving is scheduled for next week and the project should be completed by June 19.
3. West Osterhout Avenue – Bids were opened last Friday for Osterhout. The apparent low bid is \$995,000. The original estimate was \$1.2 million. The intent is to get this project underway in July with a completion schedule of early fall.

I would like to thank Chris Barnes and his team for all their hard work on these projects.